



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Adina “Dina” Santillan
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 St.
San Juan, Texas 78589
Tuesday, January 10, 2023

REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PROCLAMATIONS

A. Proclamation Proclaiming January 2023 as Cervical Health Awareness Month.

VI. PRESENTATIONS

A. Presentation of the Launch of the San Juan Police Department Bike Patrol. [Leandro Sifuentes, Interim Chief of Police]

B. Presentation on Department Reports: Department of Planning and Zoning, Department of Sanitation, Department of Parks and Recreation, San Juan Memorial Library, Fire Department, Department of Utilities, Department of Finance, Municipal Court and Police Department.

1. Department of Planning and Zoning Monthly Reports. [Daniel Tijerina, Director of Planning]

November 2022 Monthly Report.

December 2022 Monthly Report

2. Department of Sanitation Monthly Reports. [Israel Garza, Director of Sanitation]

November 2022 Monthly Report.

December Monthly Report.

3. Department of Parks and Recreation Monthly Reports. [Patrick Willingham, Director of Parks and Recreation]

November and December 2022 Monthly Report.

4. San Juan Memorial Library Monthly Reports. [Armandina Segin, Library Director]

November 2022 Monthly Report

December 2022 Monthly Report

5. Fire Department November 2022 Monthly Report. [Tirso Garza, Fire Chief]

6. Department of Utilities November 2022 Monthly Report. [Juan Carlos Martinez, Interim Director of Utilities]

7. Department of Finance November 2022 Monthly Report. [Leroy Gonzales, Director of Finance]

8. Municipal Court November 2022 Monthly Report. [Mary Enriquez, Court Administrator]

9. Police Department November 2022 Monthly Report. [Leandro Sifuentes, Interim Chief of Police]

VII. APPOINTMENTS

- A. Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the San Juan Civil Service Commission. [Brenda Escalante, City Secretary]
- B. Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the Keep San Juan Beautiful Board. [Brenda Escalante, City Secretary]
- C. Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the Police Athletic League (PAL). [Brenda Escalante, City Secretary]
- D. Consideration and Action to Appoint, Re-appoint and/or Remove Board Member(s) of the San Juan Economic Development Corporation Board. [Brenda Escalante, City Secretary]

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

- A. Discussion and Possible Action to Approve \$130,840.00 in Rehabilitation Work Needed at Lift Station #17 by Buy-Board Vendor Southern Trenchless Solutions Funding is available through ARP Funds. [Juan Carlos Martinez, Interim Director of Utilities]
- B. Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to provide Engineering Services for Sanitary Sewer Improvements at the Alta Vista Subdivision. [Juan C. Martinez, Interim Director of Utilities]
- C. Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to Provide Engineering Services for Waterline Improvements at the Alta Vista Subdivision. [Juan C. Martinez, Interim Director of Utilities]
- D. Discussion and Consideration to Award RFB NO. 23-006-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #1 and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]
- E. Discussion and Consideration to Award RFB NO. 23-007-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #2 and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder [Lori Maldonado, Purchasing Agent].
- F. Discussion and Consideration to Award RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase I and Authorize the City Manager to Negotiate a Contract with the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]
- G. Discussion and Possible Action to Authorize the City Manager to Advertise a Request for

Proposals for Emergency Ambulance Services. [Tirso Garza, Fire Chief]

- H.** Discussion and Consideration to Award RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur) and Authorize the City Manager to Execute all Related Documents as needed to the most responsible bidder. [Lori Maldonado, Purchasing Agent]

IX. RESOLUTIONS

- A.** Consideration Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC) and Estancia Properties, LLC. [Daniel Tijerina, Director of Planning]
- B.** Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare a Service Plan at the Proposed Stewart Coves Subdivision being a 37.258 acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, located at the Northwest corner of Moore and Stewart Roads, as Requeste by Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]

X. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Enter into a Contract Agreement with Tradition Energy as the Energy Supplier for the City of San Juan from January 1, 2023 through December 31, 2027. [Leroy Gonzales, Director of Finance]

XI. CONSENT AGENDA

- A.** Consider Approval of the Tax Collection Report for October 2022. [Leroy Gonzales, Director of Finance]
- B.** Consider Approval of the Tax Collection Report for November 2022. [Leroy Gonzales, Director of Finance]
- C.** Consider Approval of the Budget Expenditure Report for the Month of October 2022. [Leroy Gonzales, Director of Finance]
- D.** Consider Approval of the Budget Expenditure Report for the Month of November 2022.[Leory Gonzales, Director of Finance]

XII. 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 6th day of January, 2023 at 5:30 p.m. in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

BRENDA ESCALANTE
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 _____ of _____, 2023.

OFFICE OF THE CITY SECRETARY



PROCLAMATION

CERVICAL HEALTH AWARENESS MONTH

- Whereas,** cervical cancer is a disease that strikes over 13,000 American women each year; and
- Whereas,** cervical cancer most often affects women in the prime of life; and
- Whereas,** regular cervical cancer screening tests are effective in detecting the disease early when it can be effectively treated; and
- Whereas,** cervical cancer disproportionately impacts vulnerable communities lacking access to health care and proven life-saving tools; and
- Whereas,** cervical cancer vaccines are available that—together with screening tests—provide a formidable and effective means of preventing this disease; and
- Whereas,** increasing awareness among patients and healthcare providers alike regarding the best use of these prevention tools is a key component is safe-guarding women’s health;

Now, Therefore Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with **Mayor Pro-Tempore Leonardo “Lenny” Sanchez, Commissioner Adina “Dina” Santillan, Commissioner Ernesto “Neto” Guajardo and Commissioner Marco “Markie” Villegas** do hereby proclaim the month of January 2023 as Cervical Health Awareness Month and encourage all our citizens to recognize that cervical cancer is preventable, and to encourage and support the women in our lives in taking charge of their health and availing themselves of the tests and vaccines that have proven so effective in preventing cervical cancer. We have the means to prevent this disease; it is incumbent on all of us to insure we have the will to do so.

ATTEST:

Brenda Escalante, City Secretary

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leandro Sifuentes, Interim Chief of Police

DATE: 1/10/2023

SUBJECT: Launch of SJPD Bike Patrol

The San Juan Police department has seen an increase of physical activity at parks, neighborhoods and our local Hike and Bike trail.

In an effort to provide additional public safety, police presence and community engagement with our citizens. The San Juan Police Department launched the bike patrol yesterday January 9, 2023. Interested officers with the assistance and guidance of the Pharr Police Department obtained training and certification to learn and implement the knowledge and skills required to maintain safe biking while on patrol.

The bike patrol in the past months was mostly being operational at big city events but we decided to start attending smaller events such as the Farmers Market event that took place on the parking lot of GW BBQ on December 20, 2022, there bike patrol officers engaged with the citizens and vendors to obtain feedback, after the event they patrolled local neighborhoods with the efforts of obtaining more feedback and the response from all the citizen was that they wanted to see more of it.

The visibility of the bike patrol officers gives the citizens a greater peace of mind and increases the opportunity for human contact with our community. One of the bike patrol efforts will be to increase public trust with our citizens and keep obtaining feedback. The bike patrol also adds the advantage of stealth as they may come out from patrolling an alley way to a main street since they are smaller, quieter and go places less accessible to a regular patrol vehicle.

We currently have 5 bike patrol officers and our new officers that are joining our police department have also shown interest in joining after they gather more experience on regular patrol duties.

Please welcome your San Juan Police Department Bicycle patrol unit being led by Sergeant Elias Lopez.

Respectfully,

Interim Chief Leandro Sifuentes



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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 01/04/2023

SUBJECT: November 2022 Monthly Report.

The City of San Juan Planning Department is busy processing subdivision plats, rezoning applications, applications for special/conditional use permits, applications for variances and undertaking other duties as listed below.

- 69 building permits were issued during the month of November with a \$3,699,177.00 in total valuation.
- 100 garage sale permits were issued for \$1,500 in total valuation.
- Provide customer service and support to 1,000 people and handled approximately 1,621 calls.
- The building inspectors made approximately 370 inspections.
- 6 building permits were issued for new houses for \$1,231,000.00 in total valuation.
- 4 building permits were issued for duplexes for \$1,920,000.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational licenses and health permits were up to date. A total of eighteen letters were sent out to existing businesses to renew their licenses. A total of twenty-two (11) business permits were renewed for \$1,125.00 in total revenue and twelve (28) health inspections were issued during the month of November with \$525.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Burgos Mi Tierra 3704 N. Raul Longoria Rd.
- Crafty Bee 909 W FM 495
- Soccer Zone 2205 N Raul Longoria Rd

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CODE ENFORCEMENT

Code Enforcement Inspectors issued three (3) illegal dumping, sixteen (16) work orders, fifteen (15) junk vehicles, ten (10) garage sales without a permit, ten (10) rubbish, nine (9) buildings without a building permit, nine (9) certified letters were sent out, eight (8) abandoned cars, six (6) street vendors and two (0) person conducting business in a residence.

SUBDIVISIONS IN PROCESS

- Shops at Chavez, Lots 6-7
- San Juan Oaks
- Parks and Recreation Center Subdivision
- Lucero Estates
- Meadows on Ridge Block 1
- San Juan Fire Station
- Valley Ranch Phase 3
- Valley Ranch Phase 4
- Black Hills Subdivision
- Twin Subdivision
- Giants Subdivision
- Mosa Multi-Family Subdivision
- Oakland Properties
- Westview IV Subdivision
- Plantation Heights
- Oakridge Estates
- La Paloma Subdivision
- The Orchards of San Juan – Phase 1
- Gutierrez-Duncan
- San Juan City Hall
- Cantu Subdivision
- Christian Estates
- Arguello Subdivision
- Hinojosa Subdivision
- Starlite Subdivision
- Uresti Subdivision
- Hacienda San Fernando Subdivision



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MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Daniel Tijerina, Planning Director
DATE: 01/04/2023
SUBJECT: December 2022 Monthly Report

The City of San Juan Planning Department is busy processing subdivision plats, rezoning applications, applications for special/conditional use permits, applications for variances and undertaking other duties as listed below.

- 63 building permits were issued during the month of December with a \$2,139,052.00 in total valuation.
- 127 garage sale permits were issued for \$1,905.00 in total valuation.
- Provide customer service and support to 1,117 people and handled approximately 1,562 calls.
- The building inspectors made approximately 447 inspections.
- 6 building permits were issued for new houses for \$1,120,000.00 in total valuation.
- 2 building permits were issued for duplexes for \$830,000.00 in total validation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational licenses and health permits were up to date. A total of twenty-five letters were sent out to existing businesses to renew their licenses. A total of twenty-two (22) business permits were renewed for \$950. 00 in total revenue and twelve (28) health inspections were issued during the month of December for \$1,050.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- | | |
|------------------------------------|----------------------------|
| • Blessings | 2209 N. Raul Longoria Road |
| • Carnitas y Chicharrones San Juan | 205 W. Nolana Avenue |
| • Frutaletas Snacks | 2203 N. Raul Longoria Road |
| • Gonzalez Shoe Repair | 107 W. Business Hwy 83 |
| • Z&R Event Center | 302 E Business Hwy 83 |

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CODE ENFORCEMENT

Code Enforcement Inspectors issued one (1) illegal dumping, five (5) work orders, twenty-one (21) junk vehicles, five (5) garage sales without a permit, two (2) rubbish, fourteen (14) buildings without a building permit, seven (7) certified letters were sent out on twenty-one (21) abandoned cars, one (1) street vendors and (0) person conducting business in a residence.

SUBDIVISIONS IN PROCESS

- Shops at Chavez, Lots 6-7
- San Juan Oaks
- Parks and Recreation Center Subdivision
- Lucero Estates
- Meadows on Ridge Block 1
- San Juan Fire Station
- Valley Ranch Phase 3
- Valley Ranch Phase 4
- Black Hills Subdivision
- Twin Subdivision
- Giants Subdivision
- Mosa Multi-Family Subdivision
- Oakland Properties
- Westview IV Subdivision
- Plantation Heights
- Oakridge Estates
- La Paloma Subdivision
- The Orchards of San Juan – Phase 1
- Gutierrez-Duncan
- San Juan City Hall
- Cantu Subdivision
- Christian Estates
- Arguello Subdivision
- Hinojosa Subdivision
- Starlite Subdivision
- Uresti Subdivision
- Hacienda San Fernando Subdivision



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MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Israel Garza, Sanitation Director
DATE: 01/04/2023
SUBJECT: November 2022 Monthly Report.

Sanitation Department (November 2022)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site: 681 Residents
- Residential: 1,136.15 Tons
- Commercial: 784.74 Tons
- Roll-Off Containers: 92.32 Tons 21 loads
- Brush: 460.17 Tons 162 loads of brush

Central Garage (November 2022)

- Tickets Open: 50
- Tickets Closed: 60
- 6 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 2 Brush Trucks operating
- 1 Brush Tractor (grapple) operating
- 2 Brush Grapple Trucks operating
- 2 Roll- Off Trucks operating

Recycling (November 2022)

- Cardboard: 10.41 tons/\$682.00
- Mixed White Paper 0.05 tons /\$10.01
- Newspaper: 0.42 tons/\$42.00
- Office Paper: 0.26 tons /\$48.10
- Plastic: 6.75 tons/\$0.00
- Curbside Recycle: 197.41 tons/\$0.00
- Total Tons/Revenue: 216.34 tons/\$820.46
- Savings of \$4,326.80
- Walk-Ins: 241

Code Enforcement (November 2022)

- Violation Notices Issued: 24
- Illegal Dumping: 24
- Residents Contacted: 50
- Construction Material: 22
- Tires: 30



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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Israel Garza, Sanitation Director

DATE: 01/04/2023

SUBJECT: December Monthly Report.

December 2022 Report

Sanitation Department (December 2022)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site: 1,123 Residents
- Residential: 1,324.41 Tons
- Commercial: 832.14 Tons
- Roll-Off Containers: 151.79 Tons 40 loads
- Brush: 442.82 Tons 161 loads of brush

Central Garage (December 2022)

- Tickets Open: 90
- Tickets Closed: 85
- 6 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 2 Brush Trucks operating
- 1 Brush Tractor (grapple) operating
- 3 Brush Grapple Trucks operating
- 2 Roll- Offs Trucks operating

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Recycling (December 2022)

- Cardboard : 5.74 tons/\$321.57
- Mix White Paper 0.58 tons /\$11.68
- Newspaper: 0.72 tons/\$71.65
- Office Paper: 0.14 tons /\$23.80
- Curbside Recycle: 3.98 tons/\$0.00
- Total Tons/Revenue: 11.16 tons/\$428.70
- Savings of \$223.20
- Walk-Ins: 300

Code Enforcement (December 2022)

- Violation Notice Issued: 25
- Illegal Dumping: 24
- Residents Contacted: 55
- Construction Material: 20
- Tires: 30



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 01/04/2023

SUBJECT: November and December 2022 Monthly Report.

For the month of December 2022, we have the following to report:

Parks Division/Events Division, staff continues to maintain our city parks and landscape areas as needed. This past month staff worked in the following areas.

- Staff continues to maintain parks and city offices.
- In November, staff prepared all locations for the holiday season by putting up lights and Christmas decorations.
- Staff assisted with the set up and take down of the lighting of the tree ceremony that took place on December 5, 2022.
- In addition, the same week, December 6-10, 2022 staff worked on preparations for the Annual Noche De Paz Festival.

Recreation Division,

WINTER LEAGUES: Girls Basketball, Boys Soccer and Winter Baseball Leagues teams have been organized, coaches and parents have been notified and practices are ongoing. There is a total of 13 Girls Basketball teams playing in four divisions 2nd-3rd, 4th-5th grades and 6th grade with games played at Garza-Pena, Raul Yzaguirre MS, Austin MS and Murphy MS. Winter Baseball has two divisions 6U & 8U with a total of 9 teams with games played at Municipal Park; Boys Soccer league has 29 teams playing in four divisions Kinder-1st, 2nd-3rd, 4th-5th and 6th grade with games played at Municipal Park and 6th grade will play games in San Juan or Pharr. All games started the week of

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December 12th, 2022.

LIGHTING OF THE TREE: Monday, December 5, our department coordinated the lighting of the San Juan Christmas Tree at City Hall. Staff assisted with concession sales and removal of equipment.

NOCHE DE PAZ: Saturday, December 10, our department hosted the 2022 Noche de Paz at Municipal Park. My staff and I assisted with the concessions and bbq vendors Noche de Paz and removal of equipment.

BLUE SANTA: Saturday, December 10, our Parks and Recreation Staff assisted with the Blue Santa Toy Give-A-Way from 10 am – 12 pm at Amigos del Valle.

HIDALGO COUNTY HEAD START: Wednesday, December 14 at 10 am, Alex Lopez, Christine Soto, Angie Cano and Patrick Willingham provided gifts, food and drinks to the 3 and 4 years old at the Head Start Program building. Santa Clause distributed the gifts to the children.

Maintenance Division, staff continues to provide professional maintenance and custodial service throughout the city. The following areas were addressed this past month.

- Staff worked on several AC issues throughout the city, South Side PD, and the Fire Department.
- Several door issues were addressed. The front door at the Sanitation Department, jail cell door at Northside PD, and the back door at Southside PD were replaced.
- Maintenance crew also repaired toilet issues at the Recycle Center as well as at Old PD on the northside.
- Staff also assisted with both events that took place in December, Lighting of the Tree and Noche DePaz.

Upcoming Events

Winter sports are ongoing.

Men's Winter Softball January 2023.

MLK Holiday January 16, 2023.

Youth Baseball/Softball Registration 2023.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Armandina Sesin, Director of Library

DATE: 01/05/2023

SUBJECT: November 2022 Monthly Report

Enclosed is the November monthly report including statistics and programs:

For the month of November, we had 1412 visitors. Out of those visitors, 423 were here for computer use only. The library checked out a total of 557 items both adult and children. We had 36 in-house circulation items. We requested and received seventeen (17) Interlibrary Loans (ILL). We had 41 new patrons added to our circulation system. We helped the public with an estimated 301 reference/informational questions. We had 34 fax transactions. The monthly amount deposited was \$620.18 both fines and fees.

Please see the attached statistical report.

During the month of November

- Attended the City Commission meetings
- Attended the Directors’ meetings
- Attended the RGV HR Consortium meeting at the Mission Events Center
- Attended the HCLS meeting at the McAllen Public Library
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in December 2022

Multipurpose Room

Hidalgo County Meeting, December 1st
Planning & Zoning, December 1st & 15th
Special Called Meeting, December 2nd
Lion’s Club Meeting, December 3rd

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Directors' Meeting, December 5th, 9th, 14th, & 28th
Pre-Bid Meeting, December 6th
EDC, December 6th & 20th
Open Enrollment, December 7th, 8th, and 12th
United Way, December 13th, 14th, & 16th
City Commission meetings, December 13th & 27th
HCLS Meeting, December 15th
Bid Opening, December 15th & 20th

Training Room:

Pre-Bid Meeting, December 6th
Library Board, December 7th
Civil Service Meeting, December 8th & 15th
PSJA Special Education Department Meeting, December 8th

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**San Juan Memorial Library
November 2022 Statistics**

Statistics	
Total Visitors	1,412
Computer Users	423
Total Checkouts	557
In-House Use	36
Inter-Library Loans	17
New Patrons	41
Reference\ Informational Questions	301
FAX transactions	34
Children's Programs	0
Attendance	0

Multipurpose Room Reservations	Attendance
1st Early Voting	274
2nd Early Voting	327
3rd Early Voting	392
4th Early Voting	723
8th Election Day	798
10th Directors Meeting	14
10th Directors Meeting	14
15th Special Call Meeting	27
15th EDC	32
16th Mayor's Meeting	33
17th Planning and Zoning	8
17th Planning and Zoning	9
21st Civil Service Exam	11
22nd Civil Service Exam	10
22nd City Commission	29
28th Directors Meeting	14
28th City Commission	43
Total	2,758

Training Room Reservations	Attendance
2nd Keeping San Juan Beautiful	9
3rd Planning and Zoning	6
4th Mediation Meeting	8
5th Avance Meeting	13
7th Pre-bid Conference	7
10th HR Webinar	3
15th IDEA Operations Strategy Meeting	12
Total	58

Checkouts	
DVDs	51
Books Juvenile	382
Books Adult	124
Total	557

WiFi Usage	
LibGuest	2,841
LibStaff	435
Total	3,276

Study Room Attendance	
Study Rooms	54

Facebook Page	
Likes	18
Visitors	277

SJML Homepage	
Visitors	5,370

Deposits	
Fines	\$ 106.38
Copies	\$ 513.80
Total	\$620.18

Youth & Children's Programs/Attendance

Date	Program	Attendance
Tuesday, November 1, 2022	0	0
Wednesday, November 2, 2022	0	0
Thursday, November 3, 2022	0	0
Friday, November 4, 2022	0	0
Monday, November 7, 2022	0	0
Tuesday, November 8, 2022	0	0
Wednesday, November 9, 2022	0	0
Thursday, November 10, 2022	0	0
Monday, November 14, 2022	0	0
Tuesday, November 15, 2022	0	0
Wednesday, November 16, 2022	0	0
Thursday, November 17, 2022	0	0
Friday, November 18, 2022	0	0
Monday, November 21, 2022	0	0
Tuesday, November 22, 2022	0	0
Wednesday, November 23, 2022	0	0
Monday, November 28, 2022	0	0
Tuesday, November 29, 2022	0	0
Wednesday, November 30, 2022	0	0
Total	0	0



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Armandina Sesin, Director of Library

DATE: 01/05/2023

SUBJECT: December 2022 Monthly Report

Enclosed is the December monthly report including statistics and programs:
For the month of December, we had, 1,646 visitors. Out of those visitors, 249 were here for computer use only. The library checked out a total of 682 items both adult and children. We had 31 in-house circulation items. We requested and received twenty-seven (27) Interlibrary Loans (ILL). We had 36 new patrons added to our circulation system. We helped the public with an estimated 317 reference/informational questions. We had 28 fax transactions. The monthly amount deposited was \$607.55 both fines and fees.

Please see the attached statistical report.

During the month of December

- Attended the City Commission meetings
- Attended the Directors’ meetings
- Attended the Job Fair at the Raul Yzaguirre Middle School
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in January 2023

Multipurpose Room

EDC, January 3rd & 17th

Directors’ Meeting, January 4th, 11th, & 25th

Planning & Zoning, January 5th, & 19th

City Commission meetings, January 10th & 24th

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Civil Service exam, January 17th & 18th

HR Virtual Workshop, January 20th

Health Fair, January 23rd & 24th

Training Room:

Keep San Juan Beautiful, January 9th

Eating Smart, January 11th, 18th, & 25th

Civil Service Exam, January 17th

Southwest Key Program, Casa Oasis Training, January 19th 23rd 26th, & 30th

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**San Juan Memorial Library
December 2022 Statistics**

Statistics	
Total Visitors	1,164
Computer Users	502
Total Checkouts	399
In-House Use	14
Inter-Library Loans	27
New Patrons	44
Reference\ Informational Questions	181
FAX transactions	38
Children's Programs	0
Attendance	0

Multipurpose Room Reservations	Attendance
1st Hidalgo County Meeting	4
1st Planning and Zoning	9
3rd Lions Club Meeting	8
5th Directors Meeting	18
6th Pre-bid Conference	9
6th EDC	10
7th Open Enrollment	81
7th Sorenson Elementary Function	38
8th Open Enrollment	81
9th Directors Meeting	16
12th Open Enrollment	80
13th United Way	35
14th United Way	25
15th HCLS	19
15th Bid Opening	7
15th Planning and Zoning	8
16th United Way	26
20th City of San Juan Employee Breakfast	57
20th Bid Opening	7
Total	538

Training Room Reservations	Attendance
7th Pre-bid Conference	6
7th Keeping San Juan Beautiful	8
8th Civil Service Meeting	6
9th PSJA Special Ed. Department Meeting	13
Total	33

Checkouts	
DVDs	62
Books Juvenile	236
Books Adult	101
Total	399

WiFi Usage	
LibGuest	2,027
LibStaff	358
Total	2,385

Study Room Attendance	
Study Rooms	85

Facebook Page	
Likes	7
Visitors	204

SJML Homepage	
Visitors	6,046

Deposits	
Fines	\$ 66.24
Copies	\$ 517.50
Total	\$583.74

Youth & Children's Programs/Attendance

Date	Program	Attendance
Thursday, December 1, 2022	0	0
Friday, December 2, 2022	0	0
Monday, December 5, 2022	0	0
Tuesday, December 6, 2022	0	0
Wednesday, December 7, 2022	0	0
Thursday, December 8, 2022	0	0
Friday, December 9, 2022	0	0
Monday, December 12, 2022	0	0
Tuesday, December 13, 2022	0	0
Wednesday, December 14, 2022	0	0
Thursday, December 15, 2022	0	0
Friday, December 16, 2022	0	0
Monday, December 19, 2022	0	0
Tuesday, December 20, 2022	0	0
Wednesday, December 21, 2022	0	0
Thursday, December 22, 2022	0	0
Tuesday, December 27, 2022	0	0
Wednesday, December 28, 2022	0	0
Thursday, December 29, 2022	0	0
Total	0	0



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Adina “Dina” Santillan
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 01/04/2023

SUBJECT: Fire Department November 2022 Monthly Report. [Tirso Garza, Fire Chief]

The San Juan Fire Department did the following activity during the month of November 2022:

Emergency Calls

A total of 67 calls for the month of November 2022. (Please see attached report.)

- A Shift = 16
- B Shift = 28
- C Shift = 23

Med-Care Response

Due to COVID-19 Med-Care, EMS responded along with the Fire Department for a total of 15 calls with one delay for the month of November 2022. The Med-Care report has not been submitted by Med-Care.

County Calls

The San Juan Fire Department had a total of one (1) County Calls for the month of November 2022, which are the following:

- Incident Number – 22-0687 – Smoke or Odor Removal at 1112 Brenda Lane, San Juan, Tx.

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 14 inspections were conducted in the month of November 2022. Please see attached for detailed information about each conducted inspection.

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Plan Reviews

The following plans were reviewed for the month of November 2022:

- Meadows on Ridge
- San Juan Oak Subdivision
- Espana Subdivision
- Sweet Dental

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belongs only to the logs that were submitted by the Fire Chief, Lieutenant, or Firefighter in Charge for the month of November 2022 to the Administration Office.

- A total of 138.80 Gallons of Unleaded
- A total of 700 Gallons of Diesel



Jonathan Lopez
A - Shift Driver

November 2022
Call Volume Monthly Breakdown

Fire House Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	2
323	Auto-Pedestrian	
324	Motor Vehicle Accidents w/o Injuries	3
311	Medical Call	11
142/143	Grass/Brush Fires	2
131	Vehicle Fires	1
700/750	False Alarms	17
154	Trash Fires	
550/551	Assist other Agency/Dept.:	7
651	Smoke Scare	4
111	Structure Fires	
1101	Equipment Fire	1
412	Gas Leak	5
480	Attempted burning, Illegal action	2
600	Good Intent Call	2
611	Cancelled in Route	
622	Wrong Location/No Incident Found	
541	Bee attack/ Animal Problem	
331	Child Locked in a Vehicle	4
440/1601	Electrical Equipment Problem (Pole)	4
1131	Cooking Fire	1
100	Fire, Other	1
Grand Total:		67

Call Volume for each shift:

A Shift 16

B Shift 28

C Shift 23

Respectfully Submitted by,

Jonathan Lopez B-shift, Driver



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

Med-Care Response Times

November 2022

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
11/03	22-662	303 Washingtonia				Child Locked in Vehicle
11/04	22-663	Juan Balli/ Stewart				Rollover
11/05	22-664	501 W. 1st				Medical
11/05	22-666	200 W. Frontage Eastbound				MVA
11/05	22-668	700 E Expressway Westbound				MVA
11/06	22-669	631 E 41st				Child Choking
11/09	22-681	707 S. San Antonio				Lift Assist
11/09	22-683	1000 E. El Dora				Cardiac Arrest
11/13	22-689	308 Lilly	18:45	18:51	6	Unresponsive Female
11/14	22-691	1312 State				Child Choking
11/14	22-692	600 W Expressway 83 Westbound	20:12	20:24	12	MVA
11/14	22-693	400 E. Expressway Westbound	21:28			MVA
11/18	22-699	1415 Douglas	18:24	18:44	20	Lift Assist
11/24	22-714	216 E 2nd	23:01	23:04	3	DOS(101)
11/27	22-718	105 Dominique	21:55	21:55	0	Lift assist

Fire Inspection November 2022

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	11/1/22	Islas Sheet Metal & Remodeling	806 W 83 EXPY	Francisco Islas	J. Salinas	Approved
2	11/3/22	Bonita Beauty Salon	1209 E 495, 6		T. Garza	Approved
3	11/3/22	Mariscos La Costa	108 E 495, Suite B		T. Garza	Approved
4	11/10/22	Meme's Drive Thru	1809 N Raul Longoria HWY	Manuel	T. Garza	Approved
5	11/10/22	Sabor Saludable	111 W 495, Ste 1	Virginia Rivera	J. Salinas	Approved
6	11/16/22	Wingstop	826 W 83 BUS, Ste A	Terra Morales	J. Salinas	Approved
7	11/18/22	Serene Life Social Services	1619 Douglas ST	Minerva Tovar	J. Salinas	Approved
8	11/18/22	Immaculate PrePrimary	1619 Scotty ST	Maria Flores	J. Salinas	Approved
9	11/21/22	Art Design Beauty Salon	1806 N Raul Longoria HWY, Ste 3	Martha A Murillo	J. Salinas	Approved
10	11/21/22	Maty's Pastries and More	2207 N Raul Longoria HWY, A	Diana Quintal	J. Salinas	Approved
11	11/21/22	Mexi Cocina Cafe	711 Alameda RD	Norma Cedillo	J. Salinas	Approved
12	11/22/22	Crafty Bee	909 W 495, Ste 2 & 3	Bianca Rocha	J. Salinas	Approved
13	11/22/22	Carnitas & Chicharrones San Juan, LLC	205 W Nolana LOOP, Ste 5	Luis Valencia	J. Salinas	Approved
14	11/28/22	Bella Vida Adult Day Care	5201 N Raul Longoria HWY	Nickie Ybarra	J. Salinas	Approved
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Adina “Dina” Santillan
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Juan Martinez

DATE: 01/06/2023

SUBJECT: Department of Utilities November 2022 Monthly Report. [Juan Carlos Martinez, Interim Director of Utilities]

Texas Drought Outlook

- 63 % of Texas is in a drought (November 28, 2022)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 30.4%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,192
- Sewer Connections – 10,865 (3,201 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 66.49 MG
- Combined Gallons Produced: 71.813 MG

Water Treatment Facility No. 1

- 0.700 MG treated
- 28.672 MG delivered
- 27.122 MG Transferred from WTF No. 2
- 0 MG RAW (Reservoir)
- 0 MG Backwash
- 0 MG Well

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Water Treatment Facility No. 2

- 65.785 Treated
- 43.141 MG Delivered
- 27.122 MG Transferred to WTF No. 1
- 63.98 MG RAW (Reservoir)
- 2.069 MG Backwash

Emergency Generator Repaired.

WTP 3.5 MGD Expansions and Rehab 100%

Operated Water Plant as Efficiently as Possible

Sludge Management Continues to be Critical

Water Distribution System

- Leaks – 04
- Breaks – 05
- Taps – 02
- Locates - 10

Water Loss

- Reported – 512,500 gals
- Unreported – 101,000 gals

Hydrants

- Flushed – 25
- Repaired/Replaced – 0
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 4
- Repaired/Replaced – 2

Utility Billing

- Work Orders –4

We Continue Our Hydrant and Valve Maintenance

Installed 360' of 10" Water Line

One Vacancy – WD M

Wastewater Treatment Facility

- Treated – 62,744 MG
- Wetland – 0 MG
- 360 - Cubic Yards of Sludge Hauled to Landfill

Wastewater Collections

Work orders - 37

- Sewer Main Repaired – 1
- Sewer Backups Reported – 18
- Sewer Backups Cleared – 18
- Odor Complaints – 03
- Locates – 12
- New Manholes – 03
- Unauthorized Discharges - 0

Administration

Financials

- Administration – 95.2 %
- Water Treatment – 80.9 %
- Distribution: – 90.25 %
- Sewer Collection – 64.2 %
- Wastewater Treatment – 75.57 %

Projects

- WTF No. 2 Pending TWDB Budget Approval
- WWTF Rehab Design – 100% Complete (CHC) Pending Constructability Review
- WTF No. 1 Rehab – 100%, Pending Constructability Review
- LS 13 – Construction on the sewer forces is under way (95%).
- LS 6 Capacity Issues CHC working on upgrades (Under design)

Certification

- Water Treatment - 0
- Distribution – 0
- Sewer Collection - 1
- Wastewater Treatment – 0
- Renewals - 0



Mayor: Mario Garza
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Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 01/05/2023

SUBJECT: Department of Finance November 2022 Monthly Report. [Leroy Gonzales, Director of Finance]

Finance Department

Department Description

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 1,678 journal entries, issued 534 disbursement checks, 26 Bank Drafts and processed 514 payroll checks and direct deposits, through the months of November, 2022.

December Sales Tax 26.62% Increase of \$101,071 Compared to last year.

Audit FY 2021/2022 Started November 10, 2022

Reconciled 11 Bank Accounts

Budget Adjustments (1)

Budget Amendments (1)

Internal Budget Amendments (7)

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Manage a 30.2 million budget

- General Fund Budget of 15.8 million
- Utility & Sanitation Fund 4.3 million
- Stormwater Fund 305 thousand
- Debt Service Fund 2.3 million
- Sanitation Fund 4.0 million
- Other Funds 1.7 million

Utility Billing & Collection Department

Department Description

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

- The City of San Juan collects about 7,069 water and 9,989 sewer accounts.
- North Alamo Water Supply Corporation service 3,327 sewer accounts.

Per Audited Financial Report, in FY ending 9/30/2021, Utility Fund collected 5.7 million and Sanitation Fund 3.3 million with a combined 9 million.

- Email Billing (260)

Service Orders

1. Connects	59
2. Meter information	37
3. Disconnect	29
4. Dead Meters Change	3
5. Past Due Notice	1,796
6. Cut Off Register	30
7. Cut List	179

Payments are made by

60 % paid in person
1 % juniors
28 % online
5 % bank drafts
6 % other locations

- Staff of 7 Employees

Purchasing Division

Purchasing Description

Purchasing Division is responsible for acquiring goods and services for the City, in accordance with state law, the City's purchasing policies and annual budget.

Activity through the November, 2022.

• Purchase Orders Issued	657
• Purchase Order Changes/Voids	50
• Bid Openings	6
• Public Auction	0



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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 01/05/2023

SUBJECT: Municipal Court November 2022 Monthly Report. [Mary Enriquez, Court Administrator]

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	\$ 17,283.20
Defensive Driving	0
Deferred	1
Pre Trials	0
Bench Trials	0
Scofflaw	\$ 3,559.00

COLLECTIONS 2021	COLLECTIONS 2022
November - \$ 15,327.75	November - \$ 17,283.20

CITATIONS ISSUED 2021	CITATIONS ISSUED 2022
November - 103	November - 77

SCOFFLAW COLLECTIONS 2021	SCOFFLAW COLLECTIONS 2022
November - \$ 1,294.00	November - \$ 3,559.00

City Marshal - Warrants and Fines Collected - \$ 5,079.00

Phone calls - 92

Warrants - 19

Total warrants issued - 0

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Mayor: Mario Garza
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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leandro Sifuentes, Interim Chief of Police

DATE: 1/3/2023

SUBJECT: Police Department Monthly Report.

This memorandum is to keep you all informed on our Monthly operational statistics and any other significant cases or events that occurred during the month of November 2022.

STATISTICS: POLICE

	<u>NOVEMBER</u>
• Calls for service:	637
• Incident reports:	277
• Accidents:	156
• 911 Calls:	1833
• Patrol Citations Issued:	77
• Violations:	105
• Patrol & CID Arrests:	29
• CID Issued Warrants:	4

STATISTICS: ANIMAL CONTROL NOVEMBER

Calls for Service:	122
--------------------	-----

SAN JUAN POLICE PERSONNEL:

1 Officer was hired in November, and has started his 90 day Field training program

Civil Service Exam opened November 21, 2022

4 officers hired on September are still in the FTO program and will be released by January 7, 2023.

17 vacant officer spots

SPECIAL EVENTS:

Nothing to report

Respectfully,

Leandro Sifuentes, Interim Chief of Police

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the San Juan Civil Service Commission. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Civil Service Commission consists of three (3) members serving three-year staggered terms. On November 23, 2021, David Alvarado was reappointed to a one (1) year term that expired on December 16, 2022.

RECOMMENDATION:

Consider appointment or re-appointment of a member to the Civil Service Commission

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

CIVIL SERVICE COMMISSION

#	NAME	POSITION	EMPLOYMENT/ BUSINESS	INITIAL TERM	INITIAL DATE	DATE TERM EXPIRES	OFFICE NUMBER	MOBILE NUMBER	EMAIL ADDRESS	ADDRESS
1	Sanchez, Eric	Chair	Hidalgo County Fire Marshals Office	3 Yrs.	8/21/2017	12/16/2024	(956) 225-3361	(956) 225-3361	esanchezsifd@yahoo	1110 E. 10th St. San Juan
2	Juan J. Vasquez	Vice-Chair	Hidalgo County Sheriff's Office	2 Yrs.	2/8/2018	4/12/2024	(956) 303-8114	(956) 867-4809	joe.vasquez1972@yahoo	210 W. 4th St. San Juan
3	David Alvarado	Commissioner	City of McAllen Police Officer	1 Yr.	2/23/2016	12/16/2022	(956) 681-2000	(956) 460-7230	dalva6717@gmail	1227 E. Texas Ave. San Juan

*Members serve staggered three-year terms with the term of one member expiring each year.

*Municipality's Chief Executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term.

#	TERM
1	2nd (11/23/2021)
2	3rd (4/12/2022)
3	2nd (11/23/2021)

CIVIL SERVICE MEETINGS

2022

NAME		MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	2/4/2022	Yes		3/14/2022	Cancelled	Attended	3/25/2022	Yes	
VASQUEZ, Juan Jose	(Vice-Chair)	2/4/2022	No	Work-Related	3/14/2022	Cancelled	Work-Related	3/25/2022	No	Out of town.
ALVARADO, David	(Commissioner)	2/4/2022	Yes		3/14/2022	Cancelled	Work-Related	3/25/2022	Yes	

NAME		MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	4/4/2022	Yes	Attended	4/18/2022	No	Work	4/22/2022	Yes	Attended
VASQUEZ, Juan Jose	(Vice-Chair)	4/4/2022	Yes	Attended	4/18/2022	Yes	Attended	4/22/2022	Yes	Attended
ALVARADO, David	(Commissioner)	4/4/2022	Yes	Attended	4/18/2022	No	Work-Related	4/22/2022	Yes	Attended

NAME		MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	7/25/2022	Yes	Attended	8/15/2022	Yes	Attended	9/26/2022	Yes	Attended
VASQUEZ, Juan Jose	(Vice-Chair)	7/25/2022	No	Out of town.	8/15/2022	No	Work-Related	9/26/2022	Yes	Attended
ALVARADO, David	(Commissioner)	7/25/2022	Yes	Attended	8/15/2022	Yes	Attended	9/26/2022	No	Work-Related

NAME		MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	12/8/2022	Yes	Attended						
VASQUEZ, Juan Jose	(Vice-Chair)	12/8/2022	Yes	Attended						
ALVARADO, David	(Commissioner)	12/8/2022	No	Work-Related						



City of San Juan

Application for Appointment

Date: 12.15.22

Board / Commission / Committee: Civil Service Commission

Name: David Alvarado

Mailing Address: 1227 E. Texas Ave, SAN JUAN TX 7859

Preferred Phone and Fax: 956 460-7230

Employer: Tx Dept. Criminal Justice

Occupation: Court Officer

Email Address: Dalva6717@gmail.com

Are you or can you be qualified to vote in a City of San Juan Election? yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 25 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☒ Yes ☐ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

--	--

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Current Civil Service board member
Law enforcement experience

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

Received 12/15/2022
@ 10:05 AM C/12

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the Keep San Juan Beautiful Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Board shall consist of seven (7) members, each of whom must be a resident of the City of San Juan, work in or operate a business in the city, and be at least eighteen (18) years of age and of good moral character and standing in the community. On December 7, 2022, Sylvia Soto resigned from the board, leaving a vacant seat.

RECOMMENDATION:

Consider the appointment of a member to the Keep San Juan Beautiful Board.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the Police Athletic League (PAL). [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Police Athletic League Board of Directors consists of five (5) members. As per the by-laws if a member is absent 3 or more consecutive times the individual shall be dropped from the board. Moy Bazaldua resigned from the board, leaving a vacant seat.

RECOMMENDATION:

Consider the appointment of a member to the San Juan Police Athletic League (PAL).

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration and Action to Appoint, Re-appoint and/or Remove Board Member(s) of the San Juan Economic Development Corporation Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Action to Appoint, Re-appoint and/or Remove Board Member(s) of the San Juan Economic Development Corporation Board.

RECOMMENDATION:

Consider the appointment, re-appointment and/or removal of a member to the San Juan Economic Development Corporation Board.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Possible Action to Approve \$130,840.00 in Rehabilitation Work Needed at Lift Station #17 by Buy-Board Vendor Southern Trenchless Solutions Funding is available through ARP Funds. [Juan Carlos Martinez, Interim Director of Utilities]

STAFF COMMENTS AND RECOMMENDATIONS:

Wetwell Concrete has Significant Erosion due to Hydrogen Sulfide Gasses .

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Juan Martinez

APPROVED BY:

Benjamin Arjona, City
Manager



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
 Adminstx@southerntrenchless.com

BuyBoard # 635-21

Project: City of San Juan -
 Lift Station #17Rehab

Quote Issued 11/29/2022

Quote # 22244

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	1,500.00	1,500.00
2	111	Set Up 6" Pump (Per Pump)	2	EA	1,275.00	2,550.00
3	115	Set Up 6" Piping	70	LF	15.00	1,050.00
4	121	Operate 6" pumping System	12	Day	1,375.00	16,500.00
5	528	Vac-Truck Lift Station/Manhole Sludge Removal	8	HR	500.00	4,000.00
6	95	Manhole Rehabilitation - cementitious	1,630	SF	22.00	35,860.00
7	98	Manhole Rehabilitation - epoxy	1,630	SF	26.00	42,380.00
8	93	Scaffold Setup	20	VF	800.00	16,000.00
9	522	Installation of Wet Well Access Hatch with Safety Grate	2	EA	5,500.00	11,000.00
10	MISC	Payment & Performance Bonds	0		3,600.00	0.00

Total \$130,840.00

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

****Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.**

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
 PO Box 8084
 Weslaco, TX 78599



We Appreciate Your Business!!!

PURCHASING QUOTATIONS

Requisition # _____

Department: Utilities/Collections

Date: 01/04/2023

Product or Service Description (Brand/Model, etc.) Lift Station #17 Rehabilitation Work

Three Quotes are required for purchase of \$2,500 or more. If specifications were provided to the vendors, please attach them to this form. Unless the vendor shows they are offering a "Cooperative Purchasing Price."

1. Company: Southern Trenchless Solutions Date: 11/29/2022

Phone No.: 956-277-0354 Time: _____

Person Contacted: Mario Salazar

Price: \$130,840.00 Discount (if any): _____ Total: \$130,840.00

2. Company: CONSTRUCT-ASSURANCE Date: 10/06/2022

Phone No.: 210-620-2999 Time: _____

Person Contacted: Nick Carlisle

Price: No Proposal Provided Discount (if any): _____ Total: _____

3. Company: _____ Date: _____

Phone No.: _____ Time: _____

Person Contacted: _____

Price: _____ Discount (if any): _____ Total: _____

Person Obtaining Quotes: Juan C Martinez/ Interim Director Of Utilities J. Martinez 01/05/2023
Print Name & Title Signature Date

Company Selected (circle) 1 2 3

Reason company was selected: No Proposal Received from Vendor 2 after multiple attempts.

(Please explain specific requirements, issues and/or why the purchase did not go with the lowest quote and/or explain/justify why you did not get three quotes.)

INSURANCE REQUIREMENTS (For services such as AC, plumbing, remodeling, electrical, technology, i.e., including all physical work done on City property.)

Contractors must provide insurance to conform to the following provision and amounts:

Worker's Compensation	Statutory Limit
Compensation General Liability Occurrence	\$500,000 each
Bodily Injury & Property Damage Aggregate	\$1,000,000 each
Comprehensive auto	\$1,000,000 each

Attach completed, signed and dated required forms to requisition and include the vendor's response to your request for the above listed insurance. If you were not able to obtain three quotes, please provide details as to why or provide documentation of the purchase being via "Cooperative Purchasing Program" pricing.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to provide Engineering Services for Sanitary Sewer Improvements at the Alta Vista Subdivision. [Juan C. Martinez, Interim Director of Utilities]

STAFF COMMENTS AND RECOMMENDATIONS:

TRIMAD will be collecting topography data, conducting research, and reviewing relevant information as well as preparing the plans and specifications. This project will improve the Sanitary Sewer line from a 6" Clay line to an 8" PVC line in order to better service the residents of the City of San Juan. This funding is available under ARP funds.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Juan Martinez

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN
ALTA VISTA SUBDIVISION SANITARY SEWER IMPROVEMENTS PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL
SAN JUAN, TEXAS

PREPARED FOR
CITY OF SAN JUAN

PREPARED BY:
TRIMAD CONSULTANTS, L.L.C.
FIRM # 18526
Office: (956) 688-8860



1803 MOZELLE STREET
PHARR, TEXAS 78577
TEXAS REGISTERED ENGINEERING
FIRM NUMBER F-18526

December 2, 2022

Juan Martinez
Interim Public Utilities Director
City of San Juan
700 S. Kansas Ave.
San Juan, Texas 78589

SUBJECT: City of San Juan Alta Vista Subdivision Sanitary Sewer Improvements Project
Professional Engineering Services Proposal

Dear Mr. Martinez,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Professional Engineering Services Proposal for the above-mentioned reference project.

We greatly appreciate the opportunity in serving the City of San Juan.

Sincerely,

A handwritten signature in blue ink that reads "Ricardo Salazar". The signature is fluid and cursive, with the first name "Ricardo" and last name "Salazar" clearly distinguishable.

Ricardo Salazar, P.E.
President

CITY OF SAN JUAN
ALTA VISTA SUBDIVISION SANITARY SEWER IMPROVEMENTS PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL
DECEMBER 2, 2022

Project Background

This document defines Trimad Consultants, L.L.C. (TRIMAD) professional engineering services and associated budget to prepare and submit this proposal for improvements to the existing sanitary sewer collection system within Alta Vista Subdivision in the City of San Juan, Texas.

Scope Of Services

The Scope of Services will include research and relevant data collection, design plans, topographic data collection, and construction phase services. TRIMAD currently anticipates three Tasks to be included in this project. The three (3) Tasks are identified below:

Task 1: Data Collection and Topography, Research, and Review of Relevant Information/Sites Visits (30%)

Task 2: Design Phase (60%)

Task 3: Construction Phase (10%)

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Construction Phase services shall be for a single construction contract.
2. Prior to initiating preliminary design phase, the Owner will provide TRIMAD record drawings, GIS data, and other utility maps for its existing facilities (potable water and sanitary sewer) within and along the potential project limits.
3. The Owner will provide the Front-End Documents to be included in the Specifications and TRIMAD shall be responsible for editing the Invitation to Bidders and drafting the Bid Proposal, Supplementary Conditions, and Special Conditions.

Upon notice to proceed, TRIMAD will perform the following tasks:

TASK 1: Data Collection and Topography, Research, and Review of Relevant Information/Site Visits (30%)

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions and to obtain all necessary data collection and research for the improvements.

TRIMAD shall collect horizontal and vertical data based upon NAD 83 coordinates (State Plan Texas South/Feet), at the Alta Vista Subdivision. Research and data collection investigation will identify property lines, contours, benchmarks, topographic features, apparent manholes,

manhole inverts, elevations, grate inlets, grate inlet inverts, fences, drainage structures, drainage ditch contours, etc.

TASK 2: Design Phase (60%)

The design phase will include plans and specification book to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will also prepare (30%, 60%, 90%, 100%) engineering plans in half-size (11"x17") format and, if requested by Owner, in full size (22"x34") format.

TASK 3: Construction Phase (10%)

3.1 Construction Contract Execution

TRIMAD will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution. The contract documents, plans, and specifications shall be revised to a conformance set with any addendum issued during the bidding process.

3.2 Pre-Construction Conference

TRIMAD will attend one (1) Pre-Construction Conference prior to commencement of work.

3.3 Visits to Site and Observation of Construction

TRIMAD will provide up to three (3) on-site construction observation services during the construction phase of the Project. TRIMAD will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that TRIMAD will attend one progress meeting and visit the site for observation at the time, once a month for a period of 8 months. Additional site visits will be considered additional services. Such visits and observations by TRIMAD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of Work based on TRIMAD's exercise of professional judgment. Based on information obtained during such visits and such observations, TRIMAD will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and TRIMAD will keep Owner informed of the general progress of the Work.

The purpose of TRIMAD's site visits will be to enable TRIMAD to better carry out the duties and responsibilities specifically assigned in this Agreement to TRIMAD, and to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents. TRIMAD shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall TRIMAD have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's guarantees that performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work

TRIMAD will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, TRIMAD believes that such work will not produce a completed Project that conforms generally to Contract Documents.

3.5 Clarifications and Interpretations

TRIMAD will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.

3.6 Change Orders

TRIMAD may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples

TRIMAD will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal"

Evaluate and determine the acceptability or substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests

TRIMAD may recommend special inspections or tests of Contractor's work as TRIMAD deems appropriate and may receive and review certificates of inspections within TRIMAD's area of responsibility or of tests and approvals required by law and regulations or the Contract Documents. Upon TRIMAD's recommendation and concurrence by Owner, Owner shall proceed with and pay for such special inspections or tests. TRIMAD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the contract or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. TRIMAD shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between Owner and Contractor

TRIMAD will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, TRIMAD shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, TRIMAD will approve the amounts that Owner recommends

Contractor be paid. Such recommendations of payment will be in writing and will constitute TRIMAD's representation to Owner, based on such observations and review, that, to the best of TRIMAD's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, TRIMAD's recommendation of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, TRIMAD shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to TRIMAD in this Agreement. It will also not impose responsibility on TRIMAD to make any examination to ascertain how or for what purposed Contractor has used the moneys paid on account for the Contract Price, no to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion

TRIMAD will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, TRIMAD considers the work substantially complete, TRIMAD will notify Owner and Contractor.

3.13 Final Notice of Acceptability of the Work

TRIMAD will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that TRIMAD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, TRIMAD shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of TRIMAD's knowledge, information and belief based on the extent of its services and based upon information provided to TRIMAD upon which it is entitled to rely.

3.14 Limitations of Responsibility

TRIMAD shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. TRIMAD shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services, if Required:

- Additional copies of Construction Documents beyond five (5).
- Additional survey or geotechnical investigations, if requested or required by the Owner.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.

- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the Owner.
- Providing professional services associated with the discovery of any hazardous water or materials along the project routes.
- Providing construction staking.
- Revisions to the final design documents once the 100% submittal has been approved by the Owner.
- Assisting Owner or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by TRIMAD on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Preparing for, conducting, or attending meetings during the design, bidding and construction phases of the project that are not provided as part of the Scope of Services.
- Providing any other professional services requested by the Owner as a part of this project that are not listed in the Scope of Services.

TABLE 1 – Task and Expense Budget

TASK NO.	DESCRIPTION	FEE
	Proposed 8" Gravity Sewer	
1	Data collection and Topography, research, and review of relevant information/Site Visits (30%)	\$21,071.40
2	Design Phase (60%)	\$42,142.80
3	Construction Phase (10%)	\$7,023.80
TOTAL FEE		\$70,238.00

Invoices will be submitted monthly based on the percentage (%) of work completed.

See below for estimate breakdown.



CITY OF SAN JUAN
ALTA VISTA SUBDIVISION SANITARY SEWER IMPROVEMENTS PROJECT
OPINION OF PROBABLE CONSTRUCTION COST

SANITARY SEWER SYSTEM

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	Trench Excavation Safety Protection	LF	1600	\$ 5.00	\$ 8,000.00
2	8" Gravity Sewer Line	LF	1600	\$ 52.00	\$ 83,200.00
3	Sanitary Sewer Manhole	EA	6	\$ 7,200.00	\$ 43,200.00
4	Tie to Exist. Manhole	EA	1	\$ 5,000.00	\$ 5,000.00
5	Clean-Out	EA	49	\$ 800.00	\$ 39,200.00
6	Sanitary Sewer Service	EA	49	\$ 1,200.00	\$ 58,800.00
7	Fill Exist. Line w/ Sand	LF	1	\$ 2,500.00	\$ 2,500.00
TOTAL					\$ 239,900.00

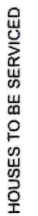
PAVEMENT

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	Hot Mix Asphaltic Pavement (2")	SY	4960	\$ 28.00	\$ 138,880.00
2	MC-30 Prime Coat (0.25 gal per SY)	GAL	1240	\$ 5.00	\$ 6,200.00
3	Flex Base	SY	5950	\$ 10.00	\$ 59,500.00
4	Subgrade Lime Stabilized	SY	5950	\$ 10.00	\$ 59,500.00
5	Mill Street & Haul Spoils	SY	4960	\$ 40.00	\$ 198,400.00
TOTAL					\$ 462,480.00

TOTAL					\$ 702,380.00
10% CONTINGENCY					\$ 70,238.00
GRAND TOTAL					\$ 772,618.00

PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, research, and review of relevant information/ site visits (30%)	\$ 21,071.40
2	Design Phase (60%)	\$ 42,142.80
3	Construction Phase (10%)	\$ 7,023.80
ENGINEERING SERVICES GRAND TOTAL (10%)		\$ 70,238.00



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to Provide Engineering Services for Waterline Improvements at the Alta Vista Subdivision. [Juan C. Martinez, Interim Director of Utilities]

STAFF COMMENTS AND RECOMMENDATIONS:

TRIMAD will be collecting topography data, conducting research, and reviewing relevant information as well as preparing the plans and specifications. This project will improve the waterline from a 2" ductile iron line to an 8" PVC line in order to better service the residents of the City of San Juan. This funding is available under ARP funds.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Juan Martinez

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN
ALTA VISTA SUBDIVISION WATERLINE IMPROVEMENTS PROJECT
PROFESSIONAL ENGINEERING SERVICES PROPOSAL
SAN JUAN, TEXAS

PREPARED FOR
CITY OF SAN JUAN

PREPARED BY:
TRIMAD CONSULTANTS, L.L.C.
FIRM # 18526
Office: (956) 688-8860



1803 MOZELLE STREET
PHARR, TEXAS 78577
TEXAS REGISTERED ENGINEERING
FIRM NUMBER F-18526

December 2, 2022

Juan Martinez
Interim Public Utilities Director
City of San Juan
700 S. Kansas Ave.
San Juan, Texas 78589

SUBJECT: City of San Juan Alta Vista Subdivision Waterline Improvements Project
Professional Engineering Services Proposal

Dear Mr. Martinez,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Professional Engineering Services Proposal for the above-mentioned reference project.

We greatly appreciate the opportunity in serving the City of San Juan.

Sincerely,

A handwritten signature in blue ink that reads "Ricardo Salazar".

Ricardo Salazar, P.E.
President

manhole inverts, elevations, grate inlets, grate inlet inverts, fences, drainage structures, drainage ditch contours, etc.

TASK 2: Design Phase (60%)

The design phase will include plans and specification book to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will also prepare (30%, 60%, 90%, 100%) engineering plans in half-size (11"x17") format and, if requested by Owner, in full size (22"x34") format.

TASK 3: Construction Phase (10%)

3.1 Construction Contract Execution

TRIMAD will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution. The contract documents, plans, and specifications shall be revised to a conformance set with any addendum issued during the bidding process.

3.2 Pre-Construction Conference

TRIMAD will attend one (1) Pre-Construction Conference prior to commencement of work.

3.3 Visits to Site and Observation of Construction

TRIMAD will provide up to three (3) on-site construction observation services during the construction phase of the Project. TRIMAD will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that TRIMAD will attend one progress meeting and visit the site for observation at the time, once a month for a period of 8 months. Additional site visits will be considered additional services. Such visits and observations by TRIMAD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of Work based on TRIMAD's exercise of professional judgment. Based on information obtained during such visits and such observations, TRIMAD will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and TRIMAD will keep Owner informed of the general progress of the Work.

The purpose of TRIMAD's site visits will be to enable TRIMAD to better carry out the duties and responsibilities specifically assigned in this Agreement to TRIMAD, and to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents. TRIMAD shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall TRIMAD have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's guarantees that performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work

TRIMAD will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, TRIMAD believes that such work will not produce a completed Project that conforms generally to Contract Documents.

3.5 Clarifications and Interpretations

TRIMAD will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.

3.6 Change Orders

TRIMAD may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples

TRIMAD will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal"

Evaluate and determine the acceptability or substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests

TRIMAD may recommend special inspections or tests of Contractor's work as TRIMAD deems appropriate and may receive and review certificates of inspections within TRIMAD's area of responsibility or of tests and approvals required by law and regulations or the Contract Documents. Upon TRIMAD's recommendation and concurrence by Owner, Owner shall proceed with and pay for such special inspections or tests. TRIMAD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the contract or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. TRIMAD shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between Owner and Contractor

TRIMAD will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, TRIMAD shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, TRIMAD will approve the amounts that Owner recommends

Contractor be paid. Such recommendations of payment will be in writing and will constitute TRIMAD's representation to Owner, based on such observations and review, that, to the best of TRIMAD's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, TRIMAD's recommendation of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, TRIMAD shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to TRIMAD in this Agreement. It will also not impose responsibility on TRIMAD to make any examination to ascertain how or for what purposed Contractor has used the moneys paid on account for the Contract Price, no to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion

TRIMAD will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, TRIMAD considers the work substantially complete, TRIMAD will notify Owner and Contractor.

3.13 Final Notice of Acceptability of the Work

TRIMAD will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that TRIMAD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, TRIMAD shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of TRIMAD's knowledge, information and belief based on the extent of its services and based upon information provided to TRIMAD upon which it is entitled to relay.

3.14 Limitations of Responsibility

TRIMAD shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. TRIMAD shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services, if Required:

- Additional copies of Construction Documents beyond five (5).
- Additional survey or geotechnical investigations, if requested or required by the Owner.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.

- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the Owner.
- Providing professional services associated with the discovery of any hazardous water or materials along the project routes.
- Providing construction staking.
- Revisions to the final design documents once the 100% submittal has been approved by the Owner.
- Assisting Owner or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by TRIMAD on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Preparing for, conducting, or attending meetings during the design, bidding and construction phases of the project that are not provided as part of the Scope of Services.
- Providing any other professional services requested by the Owner as a part of this project that are not listed in the Scope of Services.

TABLE 1 – Task and Expense Budget

TASK NO.	DESCRIPTION	FEE
	Proposed 8" Gravity Sewer	
1	Data collection and Topography, research, and review of relevant information/Site Visits (30%)	\$19,139.40
2	Design Phase (60%)	\$38,278.80
3	Construction Phase (10%)	\$6,379.80
TOTAL FEE		\$63,798.00

Invoices will be submitted monthly based on the percentage (%) of work completed.

See below for estimate breakdown.



CITY OF SAN JUAN
ALTA VISTA SUBDIVISION WATERLINE IMPROVEMENTS PROJECT
OPINION OF PROBABLE CONSTRUCTION COST

WATER SYSTEM

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	8" Water Line	LF	1600	\$ 55.00	\$ 88,000.00
2	8" Tee Connection	EA	6	\$ 5,000.00	\$ 30,000.00
3	8" Water Valve	EA	5	\$ 3,000.00	\$ 15,000.00
4	8" X 6" Pipe Reducer	EA	1	\$ 2,000.00	\$ 2,000.00
5	Fire Hydrant	EA	2	\$ 2,000.00	\$ 4,000.00
6	Water Service	EA	42	\$ 850.00	\$ 35,700.00
7	Plugs	EA	2	\$ 400.00	\$ 800.00
TOTAL					\$ 175,500.00

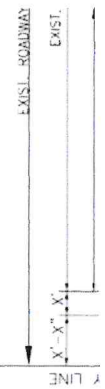
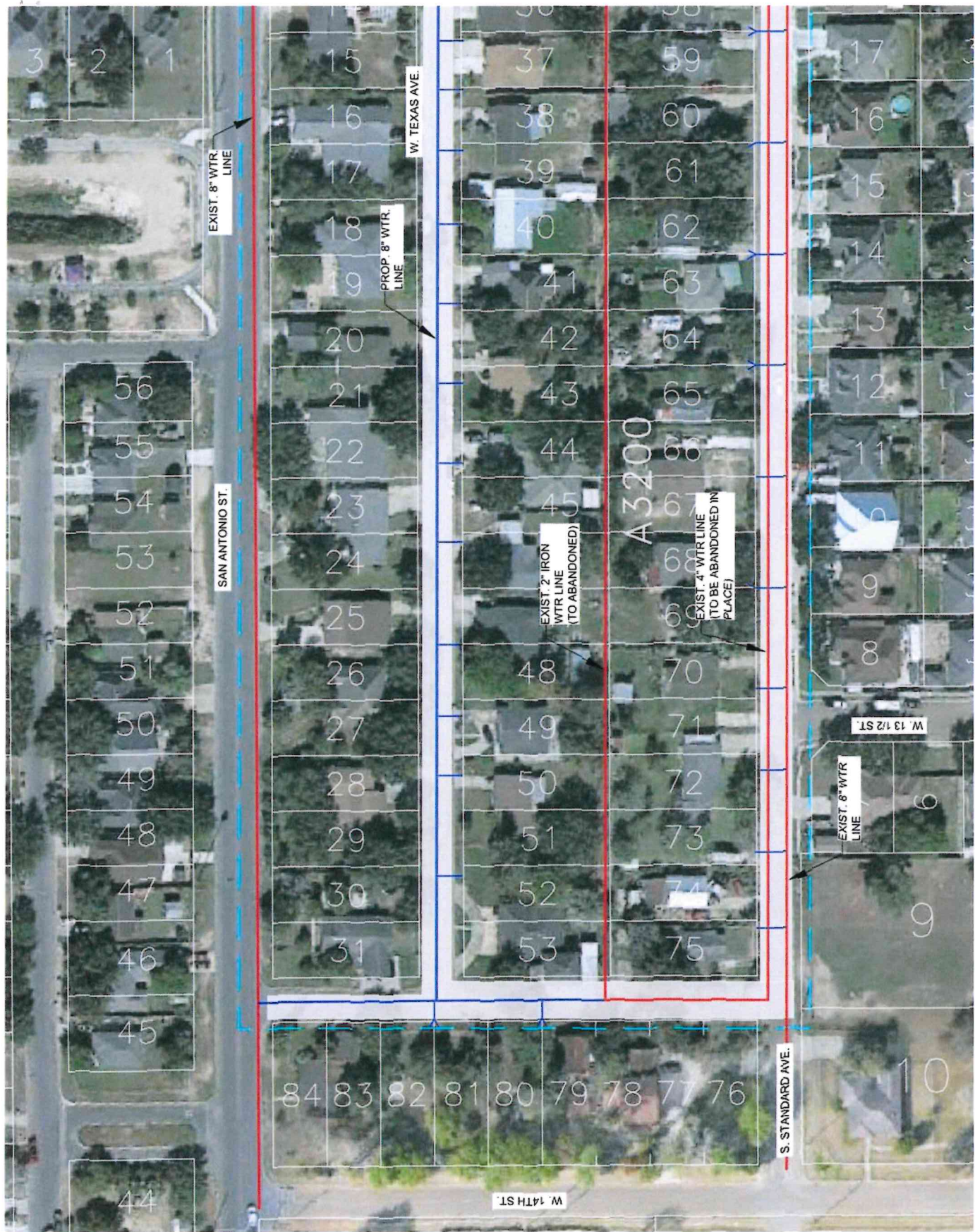
PAVEMENT

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	Hot Mix Asphaltic Pavement (2")	SY	4960	\$ 28.00	\$ 138,880.00
2	MC-30 Prime Coat (0.25 gal per SY)	GAL	1240	\$ 5.00	\$ 6,200.00
3	Flex Base	SY	5950	\$ 10.00	\$ 59,500.00
4	Subgrade Lime Stabilized	SY	5950	\$ 10.00	\$ 59,500.00
5	Mill Street & Haul Spoils	SY	4960	\$ 40.00	\$ 198,400.00
TOTAL					\$ 462,480.00

TOTAL	\$ 637,980.00
10% CONTINGENCY	\$ 63,798.00
GRAND TOTAL	\$ 701,778.00

PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, research, and review of relevant information/ site visits (30%)	\$ 19,139.40
2	Design Phase (60%)	\$ 38,278.80
3	Construction Phase (10%)	\$ 6,379.80
ENGINEERING SERVICES GRAND TOTAL (10%)		\$ 63,798.00



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Consideration to Award RFB NO. 23-006-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #1 and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On November 9, 2022 and November 16, 2022, Staff Advertised in the Advance Newspaper to Solicit Proposals for RFB NO. 23-006-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #1. On November 30, 2022 a bid opening was held and the following bids were submitted:

1. PENNCO, INC. - SAN FELIFE,NM
2. UNIVAR SOLUTIONS, INC. - KENT, WA
3. CHEMTRADE CHEMICALS US LLC - PARSIPPANY, NJ

RECOMMENDATION:

Select and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFB NO. 23-006-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #1 with the Most Responsible Bidder.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

November 11, 2022

City of San Juan
Attn: Lori Maldonado
709 S Nebraska Ave
San Juan, Tx 78589

Re: RFB 23-006-11-30 Annual Aluminum Sulfate/Blends Supply

To whom it may concern:

Thank you for this opportunity. Unfortunately, we are not able to submit a proposal for the above referenced chemical bid. However, we would like to remain on your vendor list as we are a supplier of various water and wastewater treatment chemicals; our contact information is listed below. Hopefully next year we will be able to submit a bid that meets your requirements.

PENCCO, INC.
ATTN: Sarah Duffy
P.O. Box 600
San Felipe, TX 77473

Also, I would like to request a copy of the bid results. If possible, please email the results to sarah@pencco.com ; otherwise, my fax number is 979.885.3208.

If you have any questions, please call me at 979.885.0005.

Sincerely,

Sarah Duffy

Sarah Duffy
Inside Sales Manager

/JLG

- a. Appearance – Clear blue
- b. Physical state – Liquid
- c. PH – 2.4-2.7
- d. Freezing point – -16 °C (3.2 °F)
- e. Specific gravity – 1.30
- f. Solubility – 100%

**BID FORM FOR ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY
WATER TREATMENT PLANT #1
BID NO. 23-006-11-30
BID OPENING DATE: NOVEMBER 30, 2022**

I/We submit the following bid in ORIGINAL FORM for ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY -WATER TREATMENT PLANT #1 according to City of San Juan requirements, less tax:

NOTE: In addition to responding to our "local solicitation for bids/proposals vendor/contractors are encouraged to provide pricing on the above referenced items/products/services passed on BuyBoard, H-GAC, TXMAS, TIPS, and/or other State of Texas *recognized and approved cooperative* which has compiled with the bidding requirements for the State of Texas (any and all applicable fees must be included). *All cooperative pricing must be submitted on or before bid/proposal opening date and hour.*

<u>CHECK ON</u>				
_____BUYBOARD _____H-GAC _____TXMAS _____DEALER/LOCAL _____TIPS _____TX DIR _____OTHER _____				
CONTRACT NUMBER: _____ (If Applicable)		COMMODITY NUMBER: _____ (If Applicable)		

Item	Estimated Quantity	Description	Unit Price	Extended Price
1	6 loads	Annual Aluminum Sulfate/ Blends (per specifications) Delivery Time _____ Note: Unit Price Shall Be Per Pound	\$ <u>NO BID</u>	\$ <u>NO BID</u>

Univar Solutions Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



November 21, 2022

City of San Juan
Attn.: Lori A. Madonado, Purchasing Agent
709 S Nebraska Ave
San Juan TX 78589

RE: Annual Aluminum Sulfate/Blends Supply, Water Treatment Plant 1, RFB No. 23-006-11-30

Dear Ms. Lori A Madonado,

Univar USA Inc. is in receipt of the above IFB due Wednesday, November 30, 2022 at 3:00PM.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Raise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Univar Solutions USA Inc.
631 North W. W. White Rd
San Antonio, TX 78219

T 210-333-2310
F 210-337-1411



www.univarusolutions.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (CST)

In case of an emergency during non-business hours:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (210) 333-2310 Customer Service
Office Fax: (210) 337-1411

Customer Service custsolscentral@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday.
12720 E US HWY 92
Trl: 427
Dover, FL 33527
muniteam-west@univarsolutions.com

Contacts:

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarsolutions.com

Roise Holiday
Municipal Specialist
Phone: (206) 653-5075
Roise.HolidayHenry@univarsolutions.com

Stacy Ziegler
Municipal Specialist
(253) 872-5023
(253) 872-5041
Stacy.ziegler@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
(253) 872-5052
(253) 872-5041
Shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice Number

Standard Payment Terms:

Net 30 days



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS

ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY

WATER TREATMENT PLANT #1

RFB NO. 23-006-11-30

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 are to be received no later than Wednesday, November 30, 2022, at 3:00 p.m., for Annual Aluminum Sulfate/ Blends Supply – Water Treatment Plant #1 at which time they will be taken to the City Hall Conference Room, and read aloud.

REQUEST FOR SEALED PROPOSALS ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY WATER TREATMENT PLANT #1

RFB NO. 23-006-11-30

**ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Department (956)223-2204, by picking them up at the San Juan City Hall, 709 S. Nebraska Avenue, 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.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide Annual Aluminum Sulfate/ Blends Supply – Water Treatment Plant #1, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line "Annual Aluminum Sulfate/ Blends Supply – Water Treatment Plant #1 – RFB NO. 23-006-11-30". In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

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

- a. Appearance – Clear blue
- b. Physical state – Liquid
- c. PH – 2.4-2.7
- d. Freezing point – -16 °C (3.2 °F)
- e. Specific gravity – 1.30
- f. Solubility – 100%

**BID FORM FOR ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY
WATER TREATMENT PLANT #1**

BID NO. 23-006-11-30

BID OPENING DATE: NOVEMBER 30, 2022

I/We submit the following bid in ORIGINAL FORM for ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY -WATER TREATMENT PLANT #1 according to City of San Juan requirements, less tax:

NOTE: In addition to responding to our "local solicitation for bids/proposals vendor/contractors are encouraged to provide pricing on the above referenced items/products/services passed on BuyBoard, H-GAC, TXMAS, TIPS, and/or other State of Texas *recognized and approved cooperative* which has compiled with the bidding requirements for the State of Texas (any and all applicable fees must be included). *All cooperative pricing must be submitted on or before bid/proposal opening date and hour.*

<u>CHECK ON</u>				
☐ BUYBOARD		☐ H-GAC		☐ TXMAS
☐ TIPS		☐ TX DIR		☐ DEALER/LOCAL
☐ OTHER _____				
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____		
(If Applicable)		(If Applicable)		

Item	Estimated Quantity	Description	Unit Price	Extended Price
1	6 loads 6 LOADS X 24,000 LBS TOTAL VOLUME: 144,000 LBS	Annual Aluminum Sulfate/ Blends (per specifications) Delivery Time <u>3 - 5 DAYS A.R.O.</u> Note: Unit Price Shall Be Per Pound	\$ *0.162 per lbs.	\$ 23,328.00

*PLEASE NOTE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION 91024.
FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$324.00/TON.

All addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be San Juan and as such are made part of the original bidding documents.

Does the Company have an office located in San Juan, Texas? Yes____ No X

Has the Company ever conducted business with the City of San Juan? Yes X No____

Respectfully submitted this 22 day of NOVEMBER, 2022.

SIGNATURE:

Elizabeth Ryno

TYPE/PRINT NAME:

ELIZABETH RYNO

TITLE:

MARKETING SPECIALIST

COMPANY:

CHEMTRADE CHEMICALS US LLC

ADDRESS:

90 EAST HALSEY ROAD, SUITE 200

PARSIPPANY, NJ 07054

TELEPHONE:

800-441-2659

FAX NO.:

973-515-4461

EMAIL:

bids@chemtradelogistics.com



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **23-006-11-30** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **NOVEMBER 21, 2022**, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: CHEMTRADE CHEMICALS US LLC

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: ELIZABETH RYNO MARKETING SPECIALIST

[Please print or type name] [Title]

Address: _____
90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

[Mailing]

[Street, if different]

Telephone: _____
800-441-2659

[Print or type telephone number]

Fax: _____
973-515-4461

[Print or type telephone number]

Email: _____

bids@chemtradelogistics.com

[Print or type]



DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel
Leilina Gossa

Lisa Brownlee
Christine LaSala

Paul Peters
Delana Peralta

Elizabeth Ryno
Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2022

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 CN102200184-STND-GAWUL-22-23	CONTACT NAME:	FAX (A/C. No.):	
	PHONE (A/C. No. Ext.):	E-MAIL ADDRESS:	
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkley National Insurance Company		38911
	INSURER B : Liberty Mutual Insurance Company		23043
	INSURER C : Greenwich Insurance Company		22322
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		
INSURER F :			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER: 0
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 ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			AGN 5700000-12	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS1-B71-072790-062 AS1-B71-072790-072	05/01/2022 05/01/2022	05/01/2023 05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 100,000			US00099935L122A	05/01/2022	05/01/2023	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	WA2-B7D-072790-082 WC2-B71-072790-012	05/01/2022 05/01/2022	05/01/2023 05/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability SIR: \$500,000			PEC000967415	05/01/2022	05/01/2023	Occurrence \$ 5,000,000 Aggregate \$ 10,000,000

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

CERTIFICATE HOLDER

City of San Juan
709 S. Nebraska
San Juan, TX 78589-2649

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

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.



PRODUCTS CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Clar+Ion as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B-403-16 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

A handwritten signature in blue ink, appearing to read 'Elizabeth Ryno', is written over a horizontal line.

Elizabeth Ryno
Marketing Specialist

**CHEMTRADE**<http://www.chemtradelogistics.com>**Clar*lon® 91024****PRODUCT DATA SHEET****CHARACTERISTICS**

Clar*lon® 91024 is a clear, blue colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified**TYPICAL PROPERTIES**

Formula:	Aluminum sulfate mixture
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)
pH (neat)	2.4 - 2.7
Specific Gravity @ 21°C (70°F)	1.30
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.84
Aluminum as Al, %	4.0 - 4.2
Aluminum as Al ₂ O ₃ , %	7.5 - 7.9
Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
Soluble Cupric Iron (Cu ⁺²), %	0.2 - 0.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5121P

Revision Date: April 22, 2022

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.
Revision Date: 05/09/2017 Date of Issue: 05/05/2015 Version: 3.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® 91024

Product Code: EPA Registration #: 83918-5

Intended Use of the Product

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide. For professional use only.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements

: P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P501 - Dispose of contents/container in accordance with local, regional, territorial, provincial, national, and international regulations.

Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	40 - 65	Not classified
Sulfuric acid, aluminum salt (3:2) [†]	(CAS No) 10043-01-3	35 - 50	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Quaternary Ammonium Polymer ^{**}	(CAS No) Proprietary	0.1 - 5	Aquatic Chronic 3, H412
Sulfuric acid, copper(2+) salt (1:1), pentahydrate	(CAS No) 7758-99-8	0.1 - 5	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

[†]As Al₂(SO₄)₃•14H₂O (Dry Aluminum Sulfate)

^{**}The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200].

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable.

Explosion Hazard: Product is not explosive.

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides. Carbon oxides (CO, CO₂). Ammonia.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Collect spillage. Absorb and contain with inert material. Place contents in suitable container for disposal.

Methods for Cleaning Up: Absorb and/or contain spill with inert material, then place in suitable container. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Section 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer and handling.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. May be corrosive to metals.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Personal Protective Equipment: Gloves. Protective goggles. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved air-purifying or supplied-air respirator where airborne concentrations of vapor or mist are expected to exceed exposure limits.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, blue
Odor	: Not available
Odor Threshold	: Not available
pH	: 2.4 - 2.7
Evaporation Rate	: Not available
Melting Point	: -16 °C (3.2 °F)
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.29 - 1.30
Solubility	: 100%
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Hazardous Decomposition Products: None known.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg
Quaternary Ammonium Polymer	
LD50 Oral Rat	3000 mg/kg
Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects Not available

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS:

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 171	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Quaternary Ammonium Polymer	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+lon® 91024
Immediate (acute) health hazard

US TSCA Flags

Chemical Name (CAS No.)	US TSCA Flags/ Other Information
Quaternary Ammonium Polymer	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e, Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C))

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Quaternary Ammonium Polymer	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No
Quaternary Ammonium Polymer

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL (7758-98-7)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Quaternary Ammonium Polymer

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Quaternary Ammonium Polymer	Yes	No	Yes	No	No	No	No	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) *Anhydrous form is listed on TSCA (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Quaternary Ammonium Polymer	Yes	Yes	No	No	No	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/09/2017

Revision Summary

Section	Change	Date Changed
3	Language modified	02/13/2017
4	Language modified	02/13/2017
5	Language modified	02/13/2017
8	Language modified	02/13/2017

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

9	Language modified	02/13/2017
11	Data modified	02/13/2017
14	Language modified	02/13/2017
16	Data modified	02/13/2017

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

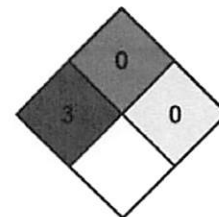
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE : See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
 CICR - Turkish Inventory and Control of Chemicals
 DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.

ISHL - Japan Industrial Safety and Health Law
 LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health
 NLP - Europe No Longer Polymers List
 NOAEL - No-Observed Adverse Effect Level
 NOEC - No-Observed Effect Concentration
 NZIOC - New Zealand Inventory of Chemicals

Clar-Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

EC50 - Median effective concentration	OEL - Occupational Exposure Limits
ECL - Korea Existing Chemicals List	OSHA - Occupational Safety and Health Administration
EINECS - European Inventory of Existing Commercial Chemical Substances	PEL - Permissible Exposure Limits
ELINCS - European List of Notified Chemical Substances	PICCS - Philippine Inventory of Chemicals and Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage	PDSCL - Japan Poisonous and Deleterious Substances Control Law
ENCS - Japanese Existing and New Chemical Substances Inventory	PPE - Personal Protective Equipment
EPA - Environmental Protection Agency	PRTR - Japan Pollutant Release and Transfer Register
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency	REL - Recommended Exposure Limit
Planning and Community Right-to-Know-Act - Reportable Quantity	SADT - Self Accelerating Decomposition Temperature
ERAP Index - Emergency Response Assistance Plan Quantity Limit	SARA - Superfund Amendments and Reauthorization Act
ErC50 - EC50 in Terms of Reduction Growth Rate	SARA 302 - Section 302, 40 CFR Part 355
ERG code (IATA) - Emergency Response Drill Code as found in the International	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
Civil Aviation Organization (ICAO)	SARA 313 - Section 313, 40 CFR Part 372
ERG No. - Emergency Response Guide Number	SRCL - Specifically Regulated Carcinogen List
HCCL - Hazard Communication Carcinogen List	STEL - Short Term Exposure Limit
HMIS - Hazardous Materials Information System	SVHC - European Candidate List of Substance of Very High Concern
IARC - International Agency for Research on Cancer	TDG - Transport Canada Transport of Dangerous Goods Regulations
IATA - International Air Transport Association - Dangerous Goods Regulations	TLM - Median Tolerance Limit
IDLH - Immediately Dangerous to Life or Health	TLV - Threshold Limit Value
IECSC - Inventory of Existing Chemical Substances Produced or Imported in	TPQ - Threshold Planning Quantity
China	TSCA - United States Toxic Substances Control Act
IMDG - International Maritime Dangerous Goods Code	TWA - Time Weighted Average
INSQ - Mexican National Inventory of Chemical Substances	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, November 21, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

155 Gordon Baker Road

Suite 300

Toronto, ON M2H 3N5

Canada

866-887-8805

416-496-5856

Visit this company's website

(<http://www.chemtradelogistics.com>)

Facility : Odem, TX

Polymer Blends

Trade Designation

Clar+Ion® 91024[AL] [CP]

Product Function

Coagulation & Flocculation

Max Use

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 1 seconds



ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY
WATER TREATMENT PLANT #1
RFB NO. 23-006-11-30

BID OPENING: WEDNESDAY, NOVEMBER 30, 2022 @ 3:00 P.M.
LOCATION: 709 S. NEBRASKA, SAN JUAN, TX CITY HALL CONFERENCE ROOM

VENDOR	ESTIMATED QUANTITY	DELIVERY TIME	UNIT PRICE	EXTENDED PRICE
PENCCO, INC.	-	-	NO BID	NO BID
UNIVAR SOLUTIONS INC.	-	-	NO BID	NO BID
CHEMTRADE CHEMICALS US LLC	6 LOADS X 24,000 LBS TOTAL VOLUME: 144,000 LBS	3-5 DAYS A.R.O.	\$0.162 PER LBS.	\$23,328.00

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Consideration to Award RFB NO. 23-007-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #2 and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder [Lori Maldonado, Purchasing Agent].

STAFF COMMENTS AND RECOMMENDATIONS:

On November 9, 2022 and November 16, 2022, Staff Advertised in the Advance Newspaper to Solicit Proposals for RFB NO. 23-007-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant #2. On November 30, 2022 a bid opening was held and the following bids were submitted:

1. UNIVAR SOLUTIONS, INC. - KENT, WA
2. CHEMTRADE CHEMICALS US LLC - PARSIPPANY, NJ

RECOMMENDATION:

Select and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFB NO. 23-007-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment #2 with the Most Responsible Bidder.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

Univar Solutions Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



November 21, 2022

City of San Juan
Attn.: Lori A. Madonado, Purchasing Agent
709 S Nebraska Ave
San Juan TX 78589

RE: Annual Aluminum Sulfate/Blends Supply, Water Treatment Plant 2, RFB No. 23-007-11-30

Dear Ms. Lori A Madonado,

Univar USA Inc. is in receipt of the above IFB due Wednesday, November 30, 2022 at 3:00PM.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Raise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Univar Solutions USA Inc.
631 North W. W. White Rd
San Antonio, TX 78219

T 210-333-2310
F 210-337-1411



www.univarusasolutions.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (CST)

In case of an emergency during non-business hours:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (210) 333-2310 Customer Service
Office Fax: (210) 337-1411

Customer Service custsolscentral@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday.
12720 E US HWY 92
Trl: 427
Dover, FL 33527

Contacts:

muniteam-west@univarsolutions.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarsolutions.com

Roise Holiday
Municipal Specialist
Phone: (206) 653-5075
Roise.HolidayHenry@univarsolutions.com

Stacy Ziegler
Municipal Specialist
(253) 872-5023
(253) 872-5041
Stacy.ziegler@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
(253) 872-5052
(253) 872-5041
Shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice Number

Standard Payment Terms:

Net 30 days



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS

ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY

WATER TREATMENT PLANT #2

RFB NO. 23-007-11-30

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 are to be received no later than Wednesday, November 30, 2022, at 3:00 p.m., for Annual Aluminum Sulfate/ Blends Supply – Water Treatment Plant #2 at which time they will be taken to the City Hall Conference Room, and read aloud.

**REQUEST FOR SEALED PROPOSALS
ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY
WATER TREATMENT PLANT #2
RFB NO. 23-007-11-30
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Department (956)223-2204, by picking them up at the San Juan City Hall, 709 S. Nebraska Avenue, 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.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide Annual Aluminum Sulfate/Blends Supply – Water Treatment Plant #2, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line "Annual Aluminum Sulfate/ Blends Supply – Water Treatment Plant #2 – RFB NO. 23-007-11-30". In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

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

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of San Juan to purchase the below named ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY.

General Requirements and Agreement for Annual Aluminum Sulfate/ Blends Supply:

SPECIFICATIONS FOR ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY

City of San Juan Water Treatment Plant #2 2111 N Veterans Blvd.
Specification – Water Treatment Plant #2 Annual Aluminum Sulfate/Blends Supply

City of San Juan Water Plant, 2111 N. Veterans Blvd, San Juan, Texas 78589

“Actual Quantities May Vary Significantly and are Dependent on Yearly Service Requests.”

1. Estimated quantities based on projected usage during a twelve-month period. The City will be ordering approximately two (2) and a half (.5) loads, four thousand four hundred twenty (4,420) Gallons per load, approximately every month. The City may increase or decrease the usage depending on fund appropriations.
2. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 20% unless mutually agreed in writing by both parties.
3. The price quoted shall prevail for a contract period of twelve months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.
4. The contract shall be for one (1) year period with the option to extend the contract for two (2) additional years at one (1) year intervals.
5. Bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, and any environmental fees, if any. The city will not be responsible for any additional costs not included in the bid price.
6. The unit price per pound shall be specified by the bidder.
7. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The city will not be responsible for any additional costs not included in the bid price.
8. Periodic integrity evaluation analysis shall be performed at least every six (6) months.
9. The approved Aluminum Sulfate/ Blends will have the Clar+Ion 91024 (Chem trade.) Aqualum 02471 (Brentagg southwest) Aluminum Sulfate/ Blends characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of bid and be added to the City's Approved list of Aluminum Sulfate/ Blends:

- a. Appearance – Clear blue
- b. Physical state – Liquid
- c. PH – 2.4-2.7
- d. Freezing point – -16 °C (3.2 °F)
- e. Specific gravity – 1.30
- f. Solubility – 100%

BID FORM FOR ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY

BID NO. 22-007-11-30

BID OPENING DATE: NOVEMBER 30, 2022

I/We submit the following bid in ORIGINAL FORM for ANNUAL ALUMINUM SULFATE/ BLENDS SUPPLY according to City of San Juan requirements, less tax:

NOTE: In addition to responding to our “local solicitation for bids/proposals vendor/contractors are encouraged to provide pricing on the above referenced items/products/services passed on BuyBoard, H-GAC, TXMAS, TIPS, and/or other State of Texas *recognized and approved cooperative* which has compiled with the bidding requirements for the State of Texas (any and all applicable fees must be included). *All cooperative pricing must be submitted on or before bid/proposal opening date and hour.*

<u>CHECK ON</u>				
☐ BUYBOARD		☐ H-GAC		☐ TXMAS
☐ DEALER/LOCAL		☐ TIPS		
☐ TX DIR		☐ OTHER _____		
CONTRACT NUMBER: _____			COMMODITY NUMBER: _____	
(If Applicable)			(If Applicable)	

Item	Estimated Quantity	Description	Unit Price	Extended Price
1	30 loads 30 LOADS X 48,000 LBS TOTAL VOLUME: 1,440,000 LBS	Annual Aluminum Sulfate/ Blends (per specifications) Delivery Time <u>3 - 5 DAYS A.R.O.</u> Note: Unit Price Shall Be Per Pound	\$ *0.162	\$ <u>233,280.00</u>

*PLEASE NOTE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION 91024.
FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$324.00/TON.

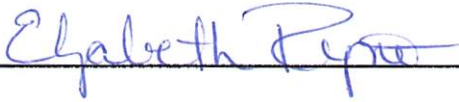
All addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be San Juan and as such are made part of the original bidding documents.

Does the Company have an office located in San Juan, Texas? Yes____ No X

Has the Company ever conducted business with the City of San Juan? Yes X No____

Respectfully submitted this 22 day of NOVEMBER, 2022.

SIGNATURE:



TYPE/PRINT NAME:

ELIZABETH RYNO

TITLE:

MARKETING SPECIALIST

COMPANY:

CHEMTRADE CHEMICALS US LLC

ADDRESS:

90 EAST HALSEY ROAD, SUITE 200

PARSIPPANY, NJ 07054

TELEPHONE:

800-441-2659

FAX NO.:

973-515-4461

EMAIL:

bids@chemtradelogistics.com



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **23-007-11-30** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **NOVEMBER 21, 2022**, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: CHEMTRADE CHEMICALS US LLC
_____ [Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: ELIZABETH RYNO MARKETING SPECIALIST
_____ [Please print or type name] [Title]

Address: _____
90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
_____ [Mailing]

_____ [Street, if different]

Telephone: _____
800-441-2659
_____ [Print or type telephone number]

Fax: _____
973-515-4461
_____ [Print or type telephone number]

Email: _____
bids@chemtradelogistics.com

[Print or type]



DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Christine LaSala	Delana Peralta	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Susan Pare
Corporate Secretary

Seal

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2022

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN102200184-STND-GAWUL-22-23		INSURER(S) AFFORDING COVERAGE	
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054		INSURER A: Berkley National Insurance Company INSURER B: Liberty Mutual Insurance Company INSURER C: Greenwich Insurance Company INSURER D: XL Specialty Insurance Company INSURER E: INSURER F:	
		NAIC # 38911 23043 22322 37885	

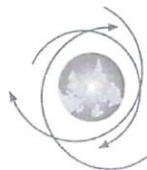
COVERAGES	CERTIFICATE NUMBER: HOU-003202185-18	REVISION NUMBER: 0
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT 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 X SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ACN 5700000-12	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS1-B71-072790-062 AS1-B71-072790-072	05/01/2022 05/01/2022	05/01/2023 05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 100,000			US00099935LI22A	05/01/2022	05/01/2023	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	WA2-B7D-072790-082 WC2-B71-072790-012	05/01/2022 05/01/2022	05/01/2023 05/01/2023	☒ 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	Pollution Legal Liability SIR: \$500,000			PEC000967415	05/01/2022	05/01/2023	Occurrence \$ 5,000,000 Aggregate \$ 10,000,000

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

CERTIFICATE HOLDER City of San Juan 709 S. Nebraska San Juan, TX 78589-2649	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>Marsh USA Inc.</i>
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CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradeanalytics.com

PRODUCTS CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Clar+Ion as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B-403-16 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno
Marketing Specialist

**CHEMTRADE**<http://www.chemtradelogistics.com>

Clarlon® 91024

PRODUCT DATA SHEET

CHARACTERISTICS

Clarlon® 91024 is a clear, blue colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)
pH (neat)	2.4 - 2.7
Specific Gravity @ 21°C (70°F)	1.30
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.84
Aluminum as Al, %	4.0 - 4.2
Aluminum as Al ₂ O ₃ , %	7.5 - 7.9
Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
Soluble Cupric Iron (Cu ⁺²), %	0.2 - 0.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5121P

Revision Date: April 22, 2022

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/09/2017

Date of Issue: 05/05/2015

Version: 3.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® 91024

Product Code: EPA Registration #: 83918-5

Intended Use of the Product

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algacide. For professional use only.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements

: P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.

Clar-Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P501 - Dispose of contents/container in accordance with local, regional, territorial, provincial, national, and international regulations.

Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	40 - 65	Not classified
Sulfuric acid, aluminum salt (3:2)+	(CAS No) 10043-01-3	35 - 50	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Quaternary Ammonium Polymer**	(CAS No) Proprietary	0.1 - 5	Aquatic Chronic 3, H412
Sulfuric acid, copper(2+) salt (1:1), pentahydrate	(CAS No) 7758-99-8	0.1 - 5	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

+As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate)

**The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200].

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable.

Explosion Hazard: Product is not explosive.

Clar-Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides. Carbon oxides (CO, CO₂). Ammonia.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Collect spillage. Absorb and contain with inert material. Place contents in suitable container for disposal.

Methods for Cleaning Up: Absorb and/or contain spill with inert material, then place in suitable container. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Section 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer and handling.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. May be corrosive to metals.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Personal Protective Equipment: Gloves. Protective goggles. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved air-purifying or supplied-air respirator where airborne concentrations of vapor or mist are expected to exceed exposure limits.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, blue
Odor	: Not available
Odor Threshold	: Not available
pH	: 2.4 - 2.7
Evaporation Rate	: Not available
Melting Point	: -16 °C (3.2 °F)
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.29 - 1.30
Solubility	: 100%
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Hazardous Decomposition Products: None known.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg
Quaternary Ammonium Polymer	
LD50 Oral Rat	3000 mg/kg
Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects Not available

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS:

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 171	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Quaternary Ammonium Polymer	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

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Immediate (acute) health hazard

US TSCA Flags

Chemical Name (CAS No.)	US TSCA Flags/ Other Information
Quaternary Ammonium Polymer	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e, Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C))

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Quaternary Ammonium Polymer	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No
Quaternary Ammonium Polymer

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL (7758-98-7)
 Not listed on the Canadian NDSDL (Non-Domestic Substances List)

Quaternary Ammonium Polymer

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSDL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSDL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Quaternary Ammonium Polymer	Yes	No	Yes	No	No	No	No	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSC	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) *Anhydrous form is listed on TSCA (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Quaternary Ammonium Polymer	Yes	Yes	No	No	No	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/09/2017

Revision Summary

Section	Change	Date Changed
3	Language modified	02/13/2017
4	Language modified	02/13/2017
5	Language modified	02/13/2017
8	Language modified	02/13/2017

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

9	Language modified	02/13/2017
11	Data modified	02/13/2017
14	Language modified	02/13/2017
16	Data modified	02/13/2017

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

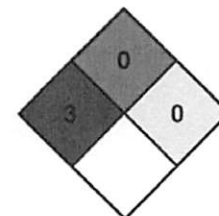
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
 CICR - Turkish Inventory and Control of Chemicals
 DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.

ISHL - Japan Industrial Safety and Health Law
 LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health
 NLP - Europe No Longer Polymers List
 NOAEL - No-Observed Adverse Effect Level
 NOEC - No-Observed Effect Concentration
 NZIOC - New Zealand Inventory of Chemicals

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

ECSO - Median effective concentration	OEL - Occupational Exposure Limits
ECL - Korea Existing Chemicals List	OSHA - Occupational Safety and Health Administration
EINECS - European Inventory of Existing Commercial Chemical Substances	PEL - Permissible Exposure Limits
ELINCS - European List of Notified Chemical Substances	PICCS - Philippine Inventory of Chemicals and Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage	PDSC - Japan Poisonous and Deleterious Substances Control Law
ENCS - Japanese Existing and New Chemical Substances Inventory	PPE - Personal Protective Equipment
EPA - Environmental Protection Agency	PRTR - Japan Pollutant Release and Transfer Register
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency	REL - Recommended Exposure Limit
Planning and Community Right-to-Know-Act - Reportable Quantity	SADT - Self Accelerating Decomposition Temperature
ERAP Index - Emergency Response Assistance Plan Quantity Limit	SARA - Superfund Amendments and Reauthorization Act
ErC50 - EC50 in Terms of Reduction Growth Rate	SARA 302 - Section 302, 40 CFR Part 355
ERG code (IATA) - Emergency Response Drill Code as found in the International	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
Civil Aviation Organization (ICAO)	SARA 313 - Section 313, 40 CFR Part 372
ERG No. - Emergency Response Guide Number	SRCL - Specifically Regulated Carcinogen List
HCCL - Hazard Communication Carcinogen List	STEL - Short Term Exposure Limit
HMIS - Hazardous Materials Information System	SVHC - European Candidate List of Substance of Very High Concern
IARC - International Agency for Research on Cancer	TDG - Transport Canada Transport of Dangerous Goods Regulations
IATA - International Air Transport Association - Dangerous Goods Regulations	TLM - Median Tolerance Limit
IDLH - Immediately Dangerous to Life or Health	TLV - Threshold Limit Value
IECSC - Inventory of Existing Chemical Substances Produced or Imported in	TPQ - Threshold Planning Quantity
China	TSCA - United States Toxic Substances Control Act
IMDG - International Maritime Dangerous Goods Code	TWA - Time Weighted Average
INSQ - Mexican National Inventory of Chemical Substances	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, November 21, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

155 Gordon Baker Road

Suite 300

Toronto, ON M2H 3N5

Canada

866-887-8805

416-496-5856

Visit this company's website

(<http://www.chemtradelogistics.com>)

Facility : Odem, TX

Polymer Blends

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clar+Ion® 91024[AL] [CP]	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.
[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 1 seconds



**ANNUAL ALUMINUM SULFATE/BLENDS SUPPLY
WATER TREATMENT PLANT #2
RFB NO. 23-007-11-30**

**BID OPENING: WEDNESDAY, NOVEMBER 30, 2022 @ 3:00 P.M.
LOCATION: 709 S. NEBRASKA, SAN JUAN, TX CITY HALL CONFERENCE ROOM**

VENDOR	ESTIMATED QUANTITY	DELIVERY TIME	UNIT PRICE	EXTENDED PRICE
UNIVAR SOLUTIONS	-	-	NO BID	NO BID
CHEMTRADE CHEMICALS US LLC	30 LOADS x 48,000 LBS TOTAL VOLUME: 1,440,000 LBS	3-5 DAYS A.R.O.	\$0.162 PER LBS.	\$233,280.00

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Consideration to Award RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase I and Authorize the City Manager to Negotiate a Contract with the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On November 27, 2022, December 4, 2022, November 23, 2022 and November 30, 2022, Staff Advertised in The Monitor and The Advance Newspaper to Solicit Proposals for RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase I. A Pre-Bid Conference was held on December 6, 2022 and a Bid Opening was held on December 15, 2022. The following bids were received:

1. DAVILA CONSTRUCTION, INC - McALLEN, TX
2. ECON GROUP, LLC - EDINBURG, TX

RECOMMENDATION:

Select and Authorize the City Manager to Negotiate a Contract for RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase I with the Most Responsible Bidder.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



Tab 3 - Required Forms

Proposal Specification Compliance

Felony Conviction Notification

Non-Collusion Statement & Signature Sheet

Confidential Disclosure Statement

Senate Bill 252 Certification

House Bill 89 Verification Form

Firm Information and Personnel

Intent to Submit Proposal

Certification Regarding Lobbying

Declaration of Compliance

W-9

Conflict of Interest Questionnaire

Form 1295

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

City of San Juan

ADDRESS:

709 S. Nebraska San Juan, Texas 78589

SUBMITTED BY:

Davila Construction, Inc.

NAME:

Antonio (Tony) Davila

ADDRESS:

520 Bonham, San Antonio, Texas 78205

PRINCIPAL OFFICE:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT (if applicable):

City of San Juan Fire Station

TYPE OF WORK (file separate form for each Classification of Work):

- ☒ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

38 years

§ 1.2 How many years has your organization been in business under its present business name?

16 years

§ 1.2.1 Under what other or former names has your organization operated?

Davila Plumbing, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

December 7, 1967

§ 1.3.2 State of incorporation:

Texas

§ 1.3.3 President's name:

Antonio (Tony) Davila

§ 1.3.4 Vice-president's name(s)

Toni Davila

§ 1.3.5 Secretary's name:

Antonio (Tony) Davila

§ 1.3.6 Treasurer's name:

Antonio (Tony) Davila

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

Not Applicable.

§ 1.4.2 Type of partnership (if applicable):

Not Applicable.

§ 1.4.3 Name(s) of general partner(s)

Not Applicable.

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

1956

§ 1.5.2 Name of owner:

Antonio (Tony) Davila

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Not Applicable.

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Texas

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Secretary of State - License # 00241584000

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Contracting

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please see attached, "Current Projects."

§ 3.4.1 State total worth of work in progress and under contract:

\$40,000,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please refer to Tab 5.4 Experience Profile

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$10,688,962.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Please refer to Tab 5.5 Proposed Personnel Resumes

§ 4. REFERENCES

§ 4.1 Trade References:

Ferguson Enterprises
P.O. Box 460169
San Antonio, Texas 78216
(210) 344-3013

Ingram Ready Mix
3580 FM 482
New Braunfels, Texas 78132
(830) 625-9156

Contractor's Building Supply
1500 N. North Loop
San Antonio, Texas 78216
(210) 496-1227

§ 4.2 Bank References:

Cassie Sunderland
Frost Bank
734 N.W. Loop 410
San Antonio, Texas 78296
(210) 220-6030

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Berkeley Insurance Company
475 Steam Boat Road
Greenwich, Connecticut 06830

§ 4.3.2 Name and address of agent:

Trimble-Batjer, LLP.
120 Austin Highway, Suite 103
San Antonio, Texas 78209

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: **Please refer to Tab 8 for financial capabilities.**

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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User Notes: (2533789901)

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes.

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

Not Applicable.

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 8th day of September

Name of Organization: Davila Construction, Inc.

By: Antonio (Tony) Davila

Title: President

§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 8th day of September 2020

Notary Public:

My Commission Expires:

Additions and Deletions Report for **AIA[®] Document A305[™] – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:18 on 03/22/2006.

PAGE 6

~~M~~—being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

...

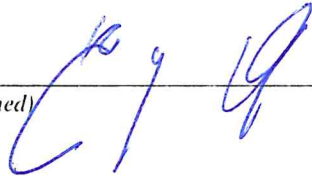
Subscribed and sworn before me this day of 20-20

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, **Tony Davila**, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:28:18 on **9/4/2020** under Order No. 1000201877_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



President

(Title)

September 8, 2020

(Dated)

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User Notes:

(2533789901)



DAVICON-01

SMUNIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

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

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

PRODUCER Trimble-Batjer Insurance Associates LLP 6011 Broadway Ste. 201 San Antonio, TX 78209	CONTACT NAME: Susan Muñiz PHONE (A/C, No, Ext): (210) 253-2415 FAX (A/C, No): E-MAIL ADDRESS: susan@tb1883.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140 INSURER B: Travelers Casualty Insurance Company of Americ 19046 INSURER C: Texas Mutual Insurance Company 22945 INSURER D: INSURER E: INSURER F:
INSURED Davila Construction, Inc. 520 Bonham San Antonio, TX 78205	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			AES1209733	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-7S211001-22-42-G	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EXA1213896	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001102078	11/5/2022	11/5/2023	☒ 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)
See 2nd page for special provisions

RE: City of San Juan Parks and Rec – Phase 1

CERTIFICATE HOLDER

CANCELLATION

CITY OF SAN JUAN 709 S. Nebraska Ave. San Juan, TX 78589	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 
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Trimble-Batjer Insurance Associates LLP		NAMED INSURED Davila Construction, Inc. 520 Bonham San Antonio, TX 78205
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Special Provisions

General Liability includes blanket 30 day notice of cancellation/material change endorsement (except non-pay/10), General Liability and Auto includes blanket additional insured, with General Liability including products/completed operations, and primary and non-contributory coverage and General Liability, Auto, and Workers' Compensation include a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contact.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1)ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2)PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.



Trimble-Batjer

INSURANCE & BONDS SINCE 1883

August 29, 2022

Re: Davila Construction – 5 Year EMR History.

To Whom It May Concern:

Please be advised that the above referenced insured client's EMR for the past 5 years has been as follows:

2021 – 1.03
2020 – 1.06
2019 – 0.99
2018 – 1.29
2017 – 1.28

Should you need anything further, please do not hesitate to contact us.

Sincerely,

Alan Sisk

Alan Sisk
Sr. Advisor

201 S. CHADBOURNE • P.O. BOX 2480
SAN ANGELO, TEXAS 76902
325-653-6733



Trimble-Batjer
INSURANCE & BONDS SINCE 1883

120 AUSTIN HIGHWAY • SUITE 103
SAN ANTONIO, TEXAS 78209
210-308-9438

October 7, 2022

City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

Re: Davila Construction, Inc.
New Construction of Fire Station, Bid No. 23-001-10-06

To Whom It May Concern:

It has been the privilege of Trimble-Batjer Insurance Associates, LLP to provide surety bonds as agent on behalf of Davila Construction, Inc. for over 25 years.

We confirm that Berkley Insurance Company provides surety credit to Davila Construction, Inc. Berkley Insurance Company has an A.M. Best rating of A+ (Superior) and a financial size of XV with a Treasury Listing of approximately \$456 million. We are authorized to do business in Texas up to the limits shown herein. Further, we are listed in the State Board of Insurance, Bond Department's "List of Insurance Companies licensed to write Fidelity and Surety Bonds in Texas."

At the present time, Berkley Insurance Company provides a \$25,000,000 single project and \$60,000,000 aggregate surety program to Davila Construction, Inc. As always, Berkley Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. In our opinion, Davila Construction, Inc. remains properly financed, well equipped, and capably managed.

Any arrangement for bonds required by contract is a matter between Davila Construction, Inc. and Berkley Insurance Company. We assume no liability to you or third parties if for any reason we cannot execute these bonds.

Sincerely,

Berkley Insurance Company
Tammy A. Friddle
Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Paul Guenther Adam; Joseph Patrick O'Connor; Peter Severance Batjer; Lisa Welch Friend; Susan Dale Muniz; Alan Sisk; or Tammy A. Friddle of Trimble-Batjer Insurance Associates LLP of San Antonio, TX** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of August, 2022.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of August, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 7th day of October, 2022.

Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

**Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com**

**412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department**

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

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.



Tab 8 - Financial Capabilities and Other Relevant Factors

Good Guy Letter

EMR Letter

Certificate of Insurance

AIA 305 Contractor's Qualification Statement

Note: Financial Statements available upon request

SAN JUAN PARKS AND REC PHASE 1 SUBCONTRACTOR INVITE LIST						
DIV	COMPANY	WORK PERFORMED	CONTACT	PHONE OFFICE	CELL PHONE	EMAIL
DIVISION 01						
1	PRO SWPPP www.proswppp.com			833-4387977		bids@proswppp.com
DIVISION 02						
2	McAllen Pest Control		Rob	956-686-4409	956-702-8900	mcallenoestcontrol@gmail.com
DIVISION 03						
32	CAPA TEXAS 3609 W Palma Vista Dr, Palmview, TX 78572 www.capatexas.com	Concrete	Roxana Alvarado	956-432-0600		sales@capatexas.com
3	CMC CONSTRUCTION SERVICES 5301 N Cage Blvd, Pharr, TX 78579 www.cmc.com	Masonry Reinforcement Structural, Rebar	Abel Alaniz Lucio Garza John T. Clark	956-781-0012 956-365-2254	956-730-8194 956-202-5092 210-389-4842	abel.alaniz@cmc.com lucio.garza@cmc.com john.clark@cmc.com
3	GC STEEL & ACCESSORIES, LLC 1300 N Rd www.gcsteel-llc.com	Concrete Inforcement	Jacob Garza	956-495-8710	956-797-5200	jacob@gcsteel-llc.com
DIVISION 04						
4	MPT Construction PO Box 52599, McAllen, TX 78505	Masonry, Plaster/Stucco,	Aaron Cardenas	956-792-5885		aaronacm9@gmail.com
DIVISION 05						
5	J & N WELDING & FABRICATORS PO Box 1077, Penitas, TX 78576	Structural Steel/Steel Joist	Javier Cardenas	956-585-3992	956-321-1765	inwelding@yahoo.com
DIVISION 06						
DIVISION 07						
9	TO BE DETERMINED	PAINTING	TOMMY CANUL		956-212-4219	tommy@davilaconstruction.com
DIVISION 08						
8	ARCHITECTURAL DIVISION 8 2425 Brockton, Suite 101, San Antonio, TX 78217 www.archdiv8.com	Doors & Hardware	Thomas Schorsch Brandon Sligar Mike Palacio	855-820-6616 210-826-6616		tschorsch@archdiv8.com bsligar@archdiv8.com mpalacio@archdiv8.com
DIVISION 09						
9	TO BE DETERMINED	PAINTING	TOMMY CANUL		956-212-4219	tommy@davilaconstruction.com
DIVISION 10						
10	FAST SIGNS 1611 S 77 Sunshine Strip, Harlingen, TX 78550 www.fastsigns.com		Viviana Salinas Ernest Macias	956-428-0007		161@fastsigns.com fastsigns.161@fastsigns.com ernest-macias@fastsigns.com
10	THE 10TH ARCHITECTURAL DIVISION 10 Boxwood CT, Brownsville, TX 78521 www.the10thad.com		Jaqueline Figueroa		956-521-3722	jaquelinef@the10thad.com
10	THE SIGN DEPOT www.thesigndepot.com		Marilyn	956-687-7446		sales@thesigndepot.com
10	FEDERAL FLAGS www.federalflags.com					info@federalflags.com
10	WERCO BUILDING SPECIALTIES, INC. 9445 Lindale Ave, P.O. Box 15763, Baton Rouge, LA www.wercospecs.com	Specialties	Cindy Slay Jacob Phillips	225-927-8376		cindy@wercospecs.com jacob@wercospecs.com
DIVISION 11						
11	Vortex International	Splash Pad Manufacturer	Barb Lapierre	438-998-4614		blapierre@vortex-intl.com
11	Cunningham Recreation	Playground amenities	Tod Miller	210-482-0641		todd@cunninghamrec.com
11	Greenfields Fitness	Fitness Equipment	Frank Vasquez	956-949-2488		frank@greenfieldsfitness.com
11	Exerplay, Inc.	Splash Pad installer	Marissa Pecina	956-358-3972		marissa@exerplay.com
11	Aquatix 6500 Carlson Drive Eden Prairie, Mn. 556346-1729 aquatix-playlsi.com	Splash Pad manufacturer		877-632-0503		aquatix@playlsi.com
11	Kraftsman 19535 Haude Rd. Spring, Tx. 77388 www.kraftsmanplay.com	Playground Equipment design, manufacturing and installation	Ramon Garza Ed Puente	210-861-6746		ramone@kraftsmanplay.com edp@kraftsmanplay.com
11	Lea Park and Play 1105 Hampshire Ln. Richardson, Tx. 75080	Playground Equipment design, manufacturing and installation		800-237-4739		
11	Little Tikles Commercial www.proplaygrounds.com	Playground Equipment design, manufacturing and installation		800-325-8825		info@ltcps.com
11	Park Place Recreation Designs, Inc. PO Box 18186 San Antonio, Tx. www.miracleparkplace.com	Playground Equipment design, manufacturing and installation	Bob Arndt	210-828-5878		bob@miracleparkplace.com
11	Pro Playgrounds www.proplaygrounds.com	Playground Equipment design, manufacturing and installation	Gruy Coleman	800-573-7529		gcoleman@proplaygrounds.com
DIVISION 12						
DIVISION 13						
DIVISION 14						
DIVISION 15						
DIVISION 21						
DIVISION 22						
22	DE ALBA PLUMBING 1323 N Tower Rd, Alamo, TX 78518	Commercial / Residential plumber	Juan De Alba	956-227-1803		dealbaplumbing@yahoo.com
DIVISION 23						
23	CONTINENTAL REFRIGERATION PO Box 2405, McAllen, TX 78502-2405		Andres Canales Jr	956-383-4247		contref7@aol.com
DIVISION 26						
	ST ELECTRIC 106 International Blvd Suite 4A, Mission, TX 78572 www.stelectricllcrgv.com		Santiago Tamez Adan Castillo Mike Pena	956-598-8820	956-900-3042	santiago@stelectricrgv.com acastillo@stelectricrgv.com mikep@stelectricrgv.com
DIVISION 27						
DIVISION 28						
DIVISION 31						

DIVISION 32					
32	EARTH IRRIGATION & LANDSCAPING, LTD 1101 E Violet Ave, McAllen, TX 78504 www.earthirrigation.com	Irrigation & Landscaping	Willie Gosset	956-631-6686	956-330-7459 willieg@earthirrigation.com
	TRIPLE G CONSTRUCTION, LLC	Sitework, Paving, Utilities, Concrete work	Roy Gutierrez Marcos Gutierrez	956-519-7111 956-800-3315	triplegconstructionllc@yahoo.com
32	VALLEY STRIPING CORP 1616 E Griffin Pkwy 143, Mission, TX 78572		Jose Manuel Saenz	956-432-2444	956-802-4083 valleystriping@yahoo.com
DIVISION 33					
DIVISION 34					

Davila Construction Company, Inc.'s post construction services philosophy is predicated on ensuring that the facility, as constructed, is operating and functioning as intended. This philosophy is realized more specifically by periodic site visits and inspections of the completed work to ensure this is the case.

Our warranty program and implementation plan can be described as follows:

POST-CONSTRUCTION PROJECT MANAGER RESPONSIBILITIES:

The Project Manager is responsible for implementation of the post construction Warranty and Service Support Program as follows:

- Respond to warranty requests the same day.
- Respond with action within 24 hours, or immediate action when necessary.
- Review and document any inconsistencies in the operation of installed systems or maintenance of these systems.
- Provide detailed report to the Owner as to any corrective actions required, either on the part of the Contractor, or persons/subcontractors/suppliers.
- Communicate with subcontractors and suppliers, any action required on their part.
- Implement any required actions by the appropriate qualified persons/subcontractors/suppliers.
- Monitor progress of any corrective actions.
- Provide detailed report to the Owner as to any corrective actions taken, on the part of the Contractor required persons/subcontractors/suppliers.
- Provide follow up with Owner to ensure proper operation of affected installed system(s).

A copy of a sample warranty request form is attached.



WARRANTY REQUEST FORM

PROJECT NAME HERE

Reported By: _____
Inspected By: _____
Phone: _____

Date: _____
Time: _____

E-MAIL THIS FORM TO:

Davila Construction, Inc.
2205 North Jackson Road
McAllen, Tx 78501

Attn: Tommy Sanul
Phone: (956) 330-9433
E-mail: tommy@davilaconstruction.com

WARRANTY REQUEST ITEM(S):

Item(s) to Be Corrected: _____

Location of item: _____

Condition of item upon arrival: _____

Inspection results: _____

Actions taken: _____

Results of Actions: _____

Warranty Approval: _____

IF ABOVE WORK HAS BEEN COMPLETED

Davila Construction Use Only

DATE RECEIVED: _____

Description of Repair

Davila Construction Inc.

DATE COMPLETED

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SAFETY RECORD

SAFETY RECORD/SAFETY PROGRAM

Davila Construction, Inc. has a rigorous Safety Program in place which is implemented at each job- site. Safety is one of the top items on our list of priorities, therefore we expect all site employees, contractors and subcontractors to follow the specified guidelines. We pride ourselves on getting the job done, putting safety first and foremost and every employee goes home to their families the same way they came to work. This is accomplished by continuous learning, through safety committee meetings, job-site auditing, employee on the job coaching and extensive company training.

It is the policy of Davila Construction to provide a healthy and safe place of employment for all employees. A solid safety program is an essential part of protecting the employees, owner's employees, subcontractors, the public and others who may occupy or travel through our jobsites. Our team is committed to making safety our highest priority and will enforce a zero-tolerance approach. Each Project Manager and On-Site Superintendent is trained to a competent person level and performs daily auditing and corrective actions which are documented and shared daily on all projects. If project safety is compromised, corrective measures will be implemented such as removal of habitual offenders and/or uncooperative employees from the job site.

Davila's Workers Compensation Experience Modification Rate (EMR) 5 year average rate is at 1.13.

Davila Construction, Inc. ensures that each jobsite superintendent has on-site safety meeting on a weekly basis. A few of the topics covered with all foreman, laborers and subcontractors are:

- **Safety Box Practices**
- **Tool Box Safety Meetings**
- **First Aid Procedures**
- **Accident Investigation**
- **Fire Protection**
- **New Worker's Orientation**

Davila	Fatalities	Lost Workday Injuries
2021	0	0
2020	0	1
2019	0	0
2018	0	0
2017	0	1

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Tab 7 - Criteria & Points Valuation

Offerors Safety Record

Warranty Procedures

Anticipated Subcontractor List

City of San Juan Fire Station					Preliminary Bid Schedule (Estimated dates)												
ID	Task Name	Duration	Start	Finish													
1	Contract Award & Preliminary Paperwork	20 days	Mon 10/31/22	Wed 11/30/22													
13	Building Permit/Official Notice to Proceed	2 days	Thu 11/17/22	Fri 11/18/22													
14	Mobilization	12 days	Tue 11/22/22	Fri 12/9/22													
19	Submittals/Shop Drawings	38 days	Thu 12/8/22	Thu 2/2/23													
109	Demolition	38 days	Mon 11/21/22	Wed 1/18/23													
115	Site work	29 days	Thu 1/19/23	Wed 3/1/23													
122	Underground Utilities	36 days	Fri 2/3/23	Mon 3/27/23													
126	Fire Station Building	169 days	Mon 2/13/23	Mon 10/16/23													
159	Parking Lot	51 days	Tue 8/15/23	Thu 10/26/23													
165	Substantial Completion	11 days	Thu 10/5/23	Fri 10/20/23													
168	Final Acceptance	19 days	Mon 10/23/23	Fri 11/17/23													
Davila Construction, Inc.					Page 1 of 1					Thu 10/13/22							



Tab 6 - Timeline



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

August 28, 2019

Reference: Davila Construction

Subject: Letter of Reference

To whom it may concern:

The City of Pharr has contracted Davila Construction to construction several parks, a civic center and two splash pads within the city of Pharr. Mr. Albert Cardenas and Davila Construction are very professional and have excellent service response.

The City is very satisfied with their work. All their staff have a great attitude and carry out their project deliverables within budget and on schedule. They have show attention to detail, follow-up and have a through understanding of project costs.

I would give Albert Cardenas and Davila Construction the highest recommendation. I was impressed with the time they put into the projects, willingness to work with staff and within our budget.

If you have any questions please feel free to contact me at 956-402-4200, ext. 1002.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Wylie".

Ed Wylie
Deputy City Manager/Emergency Management Coordinator
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Roma Independent School District

Alfonso H. Perez, Jr.
Business Manager

P. O. Box 187
Roma, Texas 78584
ahperez@romaisd.com
Phone: 956.849.1377
Fax: 956.849.3118



School Board of Trustees

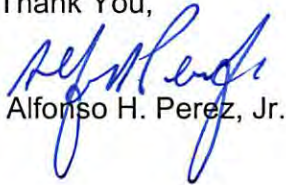
Clarissa B. Alvarez, President
Juan Antonio Saenz, Vice President
Dagoberto Salinas, Secretary
Raul P. Moreno, Jr. Member
Leticia Garza-Galvan, Member
Reynaldo Rodriguez, Jr., Member
Ricardo A. Perez, Member

To Whom it May Concern:

Roma ISD recently entered into a contract for Construction Manager at Risk Services related to improvements to three of our campuses. While we are early in the project, the professionalism that Davila Construction, Inc. has displayed and the timeliness of its responses to the District's needs makes it evident that Roma ISD's decision to enter into a CMAR contract was in the best interest of the District. It is our belief that this contract will be realized with on time and in budget projects. In addition, Davila Construction, Inc. was recently awarded a second project by Roma ISD, that through current contract negotiations has generated the possibility of savings in excess of \$40,000.00 dollars.

Should you have any questions, please do not hesitate to contact me.

Thank You,



Alfonso H. Perez, Jr.



April 9, 2018

Reference: Letter of Reference

Davila Construction, Inc.

To Whom It May Concern:

Bexar County has been doing business with Davila Construction, Inc. since 2007. All projects have been completed in a timely manner and with excellent quality. Davila Construction, Inc. stands behind any and all work and quickly rectifies any problems that may occur. Following the completion of their contract, they continue to support their work by addressing all warranty issues until the customer is satisfied. In addition, Davila Construction, Inc. is responsible and conscientious.

Having worked with Davila Construction, Inc. in December of 2007, on the Adult Detention Center Kitchen Ceiling Replacement project we witnessed firsthand the excellent organizational skills and workmanship Davila Construction, Inc. possesses. The contract amount for this project was 1.2 million with 8 day completion deadline. Davila Construction accelerated work and finished in 7 days.

Last year Davila completed the Visitors Video Visitation center at the Bexar County Adult Detention Center. This \$6.2 million project was completed on time and on budget. Based on our experience, I can honestly endorse Davila Construction, Inc. Please feel free to contact me should you have any questions at (210) 335-6729.

Sincerely,

Oscar J. Cervantes, AIA

County Architect



ARTHUR J. SCHULDT, JR., AIA
ROBERT P. GOZA, AIA
CLARENCE P. BABINEAUX, AIA

Reference: Davila Construction, Inc.

To Whom It May Concern:

This letter is to compliment and recommend Davila Construction, Inc., as general contractor. Davila Construction, Inc. was awarded the contract to build our designed senior housing project in San Antonio, TX, for the Salvation Army. This construction company is well qualified to work on projects funded by the U.S. Department of Housing and Urban Development. The project was staffed with proficient and knowledgeable superintendents and subcontractors, as well as, office personnel. Job site records were well maintained. The job site was clean and organized. Job-site safety was a priority and communication for the duration of the project was outstanding. Tony Davila's professionalism always kept the job moving forward even when conflicts developed. All legitimate warranty items have been handled promptly. The standard by which I measure other contractors is a result of working with Davila Construction, Inc.

Please feel free to contact me for any additional information.

Sincerely,
SGB Architects, LLP

A handwritten signature in blue ink that reads "John Cristler". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Cristler".

John Cristler



CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

Mr. Tony Davila - President
Davila Construction Inc.
520 Bonham
San Antonio, Texas 78205

Re: Letter of Recommendation

To All Concerned:

I have known Mr. Davila and his construction company for over 18 years and during that time I have had the distinct pleasure of working with him and his staff on projects they have completed for me when I was the Executive Director of the Avenida Guadalupe Association, Inc., totaling well over \$18.1 million. I commend Davila Construction Inc. for the outstanding job the firm has done during that time, as well as the outstanding job they have been doing now especially as one of our highly requested Job Order Contracting (JOC) Contractors, for the City of San Antonio.

Additionally and more recently, Davila Construction Inc. was invited with an extension to the current JOC contract due to their past performance and ability to complete the work necessary, timely and at a reasonable competitive cost to our various client departments. As a representative of the City of San Antonio and as the JOC Manager for the City of San Antonio's entire Job Order Contracting program, I understand the importance of selecting a General Contractor who will be competitive, responsible, financially stable and will still reach out to contractors who are economically disadvantaged to ensure that Good Faith Efforts are met.

Based on my experience with the City of San Antonio it is without hesitation that I highly recommend Davila Construction Inc. for your next building project. Given the opportunity, I would definitely recommend **Davila Construction, Inc.** for any of your future project needs. Please feel free to contact me for any further questions or clarifications you may have by calling me at (210) 207-2158.

Sincerely,

Roger T. Carrillo, AIA
Architect / J.O.C. Mgr.
City Architects Office
A Division of the

Capital Improvement Management Services
(CIMS) - Vertical
roger.carrillo@sanantonio.gov
(210) 207-2158 o



RE: Davila Construction Letter of Recommendation

BRW Architects has over 26 years of municipal design experience. With this experience comes an expectation by our clients for the production of superior architecture. In order to meet our client's expectations, we hold our contractors to the same level of excellence. In 2008, we released for bid the Canyon Lake Fire/EMS Station No. 1 using Competitive Sealed Proposal bidding method. After reviewing multiple proposals, we had the good fortune of awarding the contract to Davila Construction.

Davila Construction proved themselves to be an exceptional contracting firm. One of the most impressive aspects of Davila Construction is their desire to produce a quality product for their client. The Canyon Lake Fire/EMS Station No. 1 was visited daily by the highly invested client. Davila's superintendent graciously addressed any concerns or changes introduced by the client. Additionally, Davila was proactive in identifying areas of conflict, offering possible solutions and options for rectifying these conflicts. Good communication of Davila with the owner and BRW Architects facilitated a successful working relationship.

Their "win/win" attitude has appealed to BRW Architects so much so that we notify Davila Construction of any projects which are within their travel area in hopes of working with them again. We highly recommend Davila Construction for their quality of work, attention to detail, and their professional excellence.

Respectfully,

Jennifer Bettiol
Project Manager

CHARLES A. GONZALEZ

MEMBER OF CONGRESS
20TH DISTRICT, TEXAS

303 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-4320
(202) 225-3236 PHONE
(202) 225-1915 FAX

B-124 FEDERAL BUILDING
727 EAST DURANGO
SAN ANTONIO, TEXAS 78206-1286
(210) 472-6195 PHONE
(210) 472-4009 FAX

Congress of the United States
House of Representatives
Washington, DC 20515-4320

COMMITTEE ON
ENERGY AND COMMERCE
SUBCOMMITTEE ON COMMERCE, TRADE, AND
CONSUMER PROTECTION

SUBCOMMITTEE ON
ENERGY AND ENVIRONMENT
SUBCOMMITTEE ON HEALTH

COMMITTEE ON THE JUDICIARY

SUBCOMMITTEE ON COURTS AND
COMPETITION POLICY

SUBCOMMITTEE ON IMMIGRATION,
CITIZENSHIP, REFUGEES, BORDER
SECURITY, AND INTERNATIONAL LAW

COMMITTEE ON
HOUSE ADMINISTRATION

VICE CHAIR
SUBCOMMITTEE ON ELECTIONS

CHAIR OF THE CONGRESSIONAL HISPANIC
CAUCUS CIVIL RIGHTS TASK FORCE

1ST VICE CHAIR
CONGRESSIONAL HISPANIC CAUCUS
SENIOR WHIP

Mr. Tony Davila
President
Davila Construction Company
520 Bonham
San Antonio, Texas 78205-2020

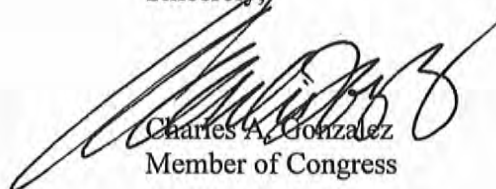
Dear Tony:

Congratulations on Davila Construction's recent award of an \$8.3 million contract.

This contract will help facilitate the construction of a family assistance center and company operations facility at Fort Sam Houston. As a proud supporter of our country's brave men and women, I am very happy to see such exciting changes in store for Fort Sam Houston and your company will help make such changes happen.

Once again congratulations, and if I can ever be of assistance in the future please do not hesitate to contact my office.

Sincerely,



Charles A. Gonzalez
Member of Congress



HOUSING AUTHORITY OF THE CITY OF DEL RIO, TEXAS

Alfredo R. Delgado
President & Chief Executive Officer

207 Bedell Avenue-P.O. Drawer 4080 Zip 78841-4080
Tel# (830) 774-6506-Fax# (830) 775-0674
drha@stx.tx.com

To Whom It May Concern:

It is my sincere pleasure to recommend Davila Construction for your construction needs. I offer my recommendation based on the following: Since 2002, Davila Construction has successfully performed several construction contracts for the Housing Authority of the City of Del Rio, Texas, totaling over five million dollars (\$5,000,000). The firm is well managed, efficient and service oriented, making the best quality work at the lowest price possible.

Davila Construction always strives to meet deadlines and stays within the budgeted amount. It is a firm that is very reliable, honest and will bring options, ideas and recommendations throughout the project. Again, the Housing Authority of the City of Del Rio, Texas, highly recommends Davila Construction for construction services.

If I can be of future assistance, please do not hesitate to contact me.

Sincerely,

ALFREDO R. DELGADO, C.H.M.
President & C.E.O.





P.O. BOX 1680 PHARR, TEXAS 78577 956-781-2496 • FAX 956-781-0333 • www.dandfindustries.com

June 7, 2022

From:
D&F Industries, Inc.
Trent Hausenfluck
3106 N Sugar Rd
Pharr, Tx 78577

Davilia Construction
2205 North Jackson Road
McAllen, Tx 78501

To whom it may concern:

D&F Industries and Davila Construction have had an excellent working relationship during their time in the RGV. D&F industries has not had issues in regards to payment on projects and is in good standing over the past few years. D&F Industries is happy to give recommendation for Davila construction to owners for current and future dealings.

If you have any questions or require any clarification, please call.

Sincerely,
D & F Industries, Inc.

A handwritten signature in blue ink, appearing to read 'TH'.

Trent Hausenfluck
Vice President



ELECTRICAL MECHANICAL CONTRACTORS
TACLA014881E





1443 N. Tower Rd. Alamo, TX 78516 | Phone: 956-800-4353 | email: riocomfort@riocomfort.com

June 7, 2022

Re: Davila Construction Incorporated
Letter of Recommendation

To whom it may concern:

I am writing this letter to recommend Davila Construction as a General Contractor. We are a Mechanical subcontractor and have worked with Davila for the last two of years. Most recently we completed the Treasure Hills project in Harlingen, Texas.

Throughout every phase of the project, the Davila Construction team is truly invested in the projects and really care about success. Their staff is professional, organized and pleasant to work with. As a subcontractor, we appreciate how prompt they are with processing payments.

I am confident that Davila Construction would be an excellent member of any development team and they would be extremely satisfied with their work.

Please give us a call if you have any questions.

Sincerely,

Mario Montemayor President
Rio Comfort Mechanical, LLC
riocomfort71@gmail.com



106 INTERNATIONAL BLVD STE 4A MISSION, TEXAS 78574 - 956-598-8820 - www.stelectricllcrgv.com

June 7, 2022

To whom it may concern:

ST Electric, LLC, has been doing business with Davila Construction since 2019 and has always maintained a good relationship with such company.

Davila Construction and its personnel have all been very cooperative and professional in addressing construction issues and quality of work issues.

Davila Construction has always been on schedule with their payment status and ST Electric, LLC has not had a problem with getting paid on time.

ST Electric, LLC is currently and has done projects with Davila Construction and we will not hesitate work for them again in the future if the need arises.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1741590992200
Approval Date: September 2, 2022
Scheduled Expiration Date: September 2, 2026

Texas Comptroller of Public Accounts (CPA), hereby certifies that

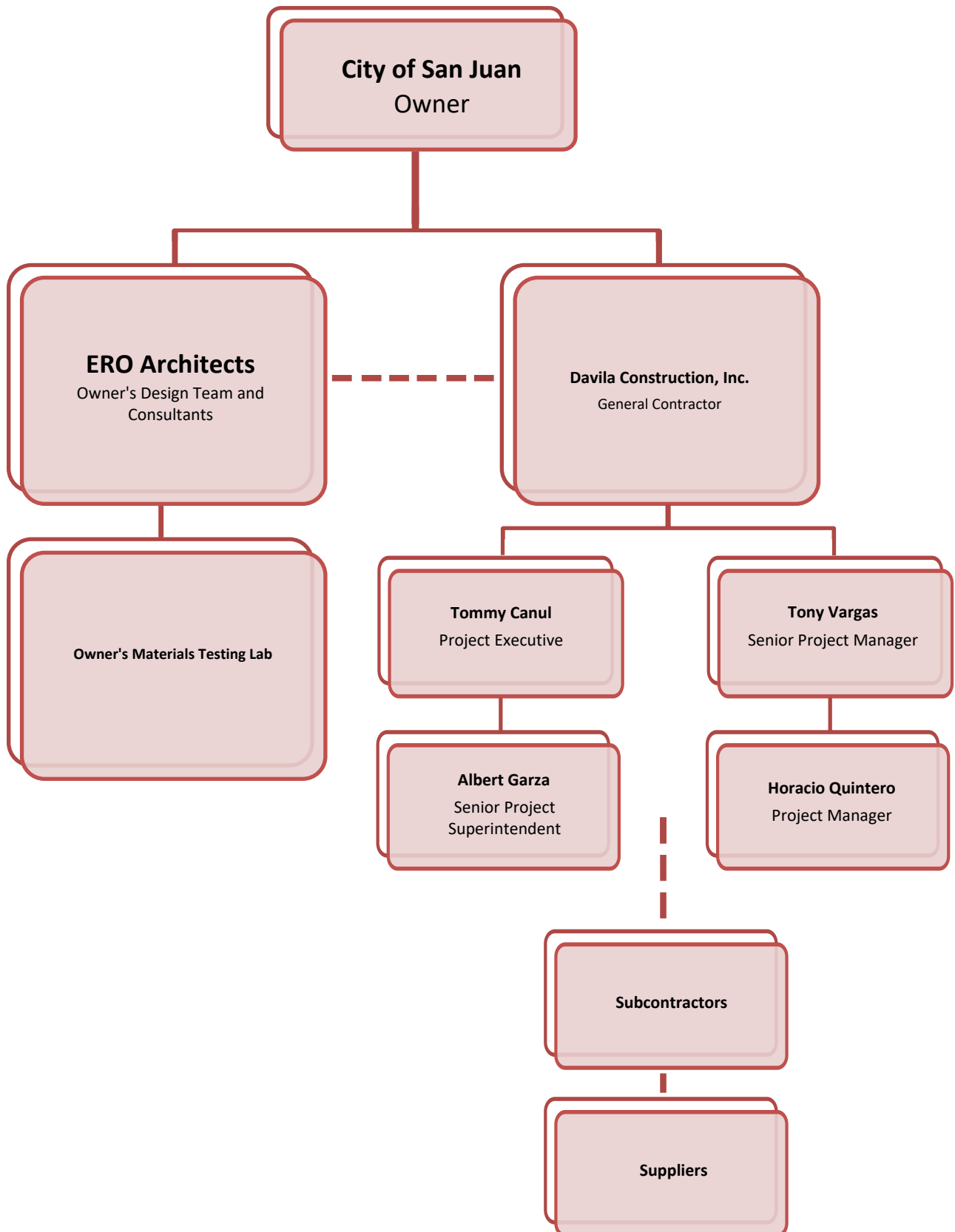
Davila Construction, Inc. DBA Davila Construction

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 2, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

PROJECT ORGANIZATIONAL CHART





Anthony Vargas

Senior Project Manager

Profile

Senior Project Manager and business developer with over sixteen years of experience. Direct oversight and management of over \$390 Million worth of completed construction in both public and private sectors. Projects constructed include municipal, residential, commercial, higher education, multifamily apartments, assisted living, and memory care, and industrial.

Education and Certifications

University of Texas Pan American - Edinburg, TX	2001 - 2002
• Transferred to Texas State	
Texas State University - San Marcos, TX	2003 - 2006
• Bachelor of Science - Industrial Technology with Construction Technology	
Texas State University - San Marcos, TX	2009 – 2010
• Master of Science - Industrial Technology with Construction Technology - 12 credit hours completed	
Previous Certifications	
• Certified Pool and Spa Operator 2011, Certified Professional Turfgrass Manager 2011, OSHA 10-hour	

Work Experience

• Davila Construction, Inc.	Senior Project Manager	2018 – Pres.
• D. Wilson Construction, LLC.	Project Manager	2016 - 2018
• Franklin Construction, Ltd.	Senior Project Manager/Executive	2006 - 2016
• Fine Cut Landscape Services	Operations Manager	2011 - 2011

Projects Completed

Senior Project Manager - Davila Construction, Inc.	2018 to Present
• In Progress – San Benito CISD CMAR – Performing Arts Center - \$22.5M , Natatorium - \$8.9M , Utilities & Site Preparation - \$1.8M , Parking Lot & Site Improvements - \$2.5M , AVIT Package - \$3M	
• Corpus Christi Fire Station 16 Generator Replacement – Corpus Christi, Texas - \$120k	
• Corpus Christi Senior Center Improvements – Repair and Remodeling of Four Senior Centers - \$360k	
• Harlingen CISD Treasure Hills Elementary Phase II - Harlingen, Texas - \$6.7M	
• Pharr Northside Community Center, Amphitheater & French Garden with Fountain - Pharr, Texas - \$7.5M	
• Texas Southmost College Design/Build - Brownsville, Texas - Industrial Maintenance Shop, Welding Shop with 48 Stations, Electrical, Plumbing & Pipe Fitting Classrooms, Criminal Justice Buildout - \$1.4M	
• Bishop CISD Baseball & Softball Complex with Grandstand Canopies - Bishop, Texas - \$4.4M	
• Mid-Town Weslaco Apartments - 160 Garden Style Apartments - Weslaco, Texas - \$11M	
Project Manager - D. Wilson Construction, LLC. - 2016 to 2018	
• South Texas College CMAR - Starr County Campus, Rio Grande City, Texas - Health Professions & Science Building - \$9.26M , New Library - \$3.31M , Student Services Expansion - \$1.17M , Student Activities Expansion - \$1.15M , New Thermal Chiller Plant for Campus - \$3.94M , Campus Parking & Site Improvements - \$3.2M	
• Las Islas Vehicle Barn and Apartments - Rio Grande City, Texas - 8,000 sq. ft. - \$570k	
Senior Project Manager - Franklin Construction, Ltd.	2008 to 2016
• Numerous Rehabilitation, Capital Improvement and Renovation Projects over a ten-year period – approximately \$5M	
• Supervision of PM - Franklin Park Stone Oak Phase II - San Antonio, TX - 164 units, Senior Living - \$22.9M , Franklin Park Boerne - Boerne, TX - 76 Units, AL, MMC - \$13M , Franklin Park Round Rock - Round Rock, TX - 76 Unit, AL, MMC - \$12.5M	
• Franklin Park Alamo Heights - San Antonio, TX - 221 Unit, Assisted Living, Memory Care, Senior Living - 117 Units Independent Living, 64 Units Assisted Living, 40 Units Memory Care - \$39.5M	
• Wheatley Courts Demolition & Mass Grading Phase 1 - \$4.7M	
• The Park at Sutton Oaks - San Antonio, TX - 208 Unit, Garden Style Apartments - \$19.05M	
• Artisan at Dilley - Dilley, TX - 46 Unit, Garden Style Apartments - \$4.76M	
• Artisan at Port Isabel - Port Isabel, TX - 73 Unit, Garden Style Apartments - \$7.42M	
• Franklin Park Stone Oak - San Antonio, TX - 99 Unit - 66 Assisted Living, 33 Memory Care - \$12.8M	
• Franklin Park Sonterra - San Antonio, TX - 202 Unit - 150 Independent Living, 52 Assisted Living - \$25.26M	
• Sutton Oaks - San Antonio, TX - 194 Unit, Garden Style Apartments - \$16.25M	
Estimator/Project Coordinator - Franklin Construction, Ltd.	2006 to 2008
• Artisan Creekside - San Antonio, TX - 252 Unit, Garden Style Apartments - \$18.1M	
• Franklin Park at Canyon Creek - Plano, TX - 226 Unit, Senior Independent Living - \$25.15M	
• Artisan at Salado Falls - San Antonio, TX - 252 Unit, Garden Style Apartments - \$17.25M	
• Artisan at Mission Creek - San Antonio, TX - 252 Unit, Garden Style Apartments - \$15.1M	
• Franklin Park Hometown - North Richland Hills, TX - 194 Unit, Senior Living Mid - Rise - \$14.15M	

References Available upon request



Tomas Rene Canul

Project Executive

Profile:

Project Manager and Intern Architect with over 31 years of experience in the architectural design and construction industry. Worked on all aspects of programming, design, construction administration and project management of over \$500 million in commercial, residential, and municipal facilities, school facilities, fire stations, detention facilities, religious facilities, public park facilities, natatoriums, performing arts centers.

Education & Training:

Texas Tech University - Lubbock, Texas

1986-1991

- Bachelor of Architecture, Design Option, earned 4.0 on Thesis Project, graduated with a cumulative 3.3 GPA
- Three-time Dean's List honors recipient, Member Tau Sigma Delta

Previous Certifications

- OSHA 30-hour, Army Corps of Engineers Quality Control Manager Certification

Work Experience:

• Davila Construction, Inc.	Project Executive	2018 – Pres.
• D. Wilson Construction, LLC.	Project Manager	2015 - 2018
• HighMark Construction Company, LLC.	Chief Administrative Officer	2012 - 2015
• VA Architecture McAllen	Intern Architect/Project Manager	1992 - 2012

Projects Completed:

Project Executive - Davila Construction, Inc.

- City of Pharr Construction Manager at Risk Contract
 - Park Projects - Newcome Park Phase 1 & 2 - **\$3.57M**, Allen & William Arnold Park & Splash Pad - **\$2.75M**, Dr. William Long Park - **\$1.8M**, Nature & Birding Center – **\$2.8M**,
 - Municipal Projects - Civic Center Restoration & Parks Bldg. - **\$5.2M**, North Fire Station No. 4 - **\$2.2M**, Parks Maintenance Warehouse – In Progress - **\$1.7M**, Northside Community Center – Amphitheater, French Garden & Fountain - **\$7.5M**
- Roma ISD – Roma HS JROTC Building – **\$2.6M**, ROMA CMAR 3 Campus Improvements - **\$1.9M**
- City of Port Isabel – Arturo Galvan Park - **\$930k**
- Texas Southmost College – Design/Build – Industrial Maintenance, Welding, Electrical, Plumbing & Pipe Fitting, Criminal Justice Buildout - **\$1.4M**

Project Manager - D. Wilson Construction, LLC

- Schools - Los Fresnos CISD – Natatorium - **\$4.5M**, La Joya ISD Natatorium - **\$13.1M**, Mission CISD Ag Facility - **\$4M**
- Retail Projects - Tuesday Morning & Pier One Retail Space Finish out - **\$2.5M**

Chief Administrative Officer – HighMark Construction Company, LLC

- Schools – Mission CISD Veterans HS Science Wing - **\$3.2M**, Mission CISD Mims Cafeteria/Kitchen Renovations - **\$1.5M**, La Joya ISD Palmview HS Ag Facility - **\$2.7M**, La Joya ISD Various campus Gym Enclosures - **\$1.8M**, PSJA ISD Southwest HS Athletic Facility - **\$2.5M**, Brownsville ISD PE Gymnasium - **\$1.2M**
- City of McAllen – Additions to the Police Station - **\$3.5M**, McAllen Housing Authority Administration Offices - **\$1.2M**
- City of Mission – Fire Station #5 & Police Station - **\$3.2M**, Downtown Streetscape & Splashpark - **\$2.1M**
- Tropical Texas Behavioral Health – Brownville Facility Additions - **\$1.5M**
- Catholic Diocese of Brownsville – San Cristobal Magallanes - **\$2.0M**, St. Eugene de Mazenod - **\$2.5M**

VA Architecture McAllen - Intern Architect/Project Manager

- (REFER REPRESENTATIVE PROJECT/CLIENT LIST BELOW)

Representative Projects/Clients:

• San Benito CISD	Los Fresnos ISD	City of Port Isabel	Texas Southmost College
• Brownsville ISD	La Joya ISD	City of Pharr	South Texas College
• Roma ISD	PSJA ISD	City of La Feria	Region One ESC
• McAllen ISD	Edinburg CISD	City of Mission	Hidalgo County
• PSJA ISD	Vanguard Academy	City of McAllen	Catholic Diocese of Brownsville

References:

• Luis Figueroa, AIA	ROFA Architects	956-686-7771	luis@rofainc.com
• Eddie Vela, AIA	EGV Architects	956-843-2987	egv@egvarch.com



Alberto Garza

Senior Construction Superintendent

Profile:

20+ years of experience in the construction industry ranging from labor to project management OSHA 10 and 30 hour Courses Construction Quality Management Certificate from US Army Corps of Engineers/Naval Facility Engineering Command Experience in project management from plan review to final turnover of single-family, multi-family, and commercial buildings (projects up to \$107mm)

Skills:

- Manage subcontractors and vendors to complete project on time, under budget, and safely.
- Coordinate all inspections with city, engineer, and architectural entities.
- Manage multiple jobsites
- Maintain daily, weekly, and monthly reports as required by client.
- Coordinate with office personnel to complete RFI's, submittals, change orders, pay apps, certified payroll, etc.
- Manage field operations from infrastructure to final turnover
- Create punch list and complete before turning units to management

Experience:

Davila Construction, Inc. - Construction Superintendent
D. Wilson Construction - Construction Superintendent
GD Construction - Project Manager
D. Willson Construction - Construction Superintendent
Vision Construction - Project Manager
BASIC IDIQ - Superintendent
Andersen Schoel Office Interiors - Construction Supervisor
Hensel Phelps Construction - Superintendent
Centex Construction - Project Superintendent
South Padre Tile Carpet & Paint - Project Manager
Texas Regional Construction - Superintendent
Affordable Housing Construction - Superintendent

June 2019 - Present
McAllen, TX February 2018 - May 2019
San Antonio, TX September 2017 - February 2018
McAllen, TX July 2017 - September 2017
San Antonio, TX June 2014 - June 2017
El Paso, TX August 2012 - June 2014

Austin, TX February 2008 - September 2010
Atlanta, GA May 2005 - February 2008
Port Isabel, TX November 2004 - May 2005
Houston, TX February 2003 - November 2004
Dallas, TX June 2001 - February 2003

Projects Completed:

- In Progress - San Benito CISD CMAR - Performing Arts Center - \$22.5M, Natatorium - \$8.9M, Utilities & Site Preparation - \$1.8M, Parking Lot & Site Improvements - \$2.5M, AVIT Package - \$3M
- Harlingen CISD Treasure Hills Elementary Phase II - Harlingen, Texas - \$6.7M
- Pharr Northside Community Center, Amphitheater & French Garden with Fountain - Pharr, Texas - \$7.5M
- City of Pharr Construction Manager at Risk Contract
 - Park Projects - Newcome Park Phase 1 & 2 - **\$3.57M**, Allen & William Arnold Park & Splash Pad - **\$2.75M**, Dr. William Long Park - **\$1.8M**, Nature & Birding Center - **\$2.8M**,
 - Municipal Projects - Civic Center Restoration & Parks Bldg. - **\$5.2M**, North Fire Station No. 4 - **\$2.2M**, Parks Maintenance Warehouse - In Progress - **\$1.7M**, Northside Community Center - Amphitheater, French Garden & Fountain - **\$7.5M**
- Roma ISD - Roma HS JROTC Building - **\$2.6M**, ROMA CMAR 3 Campus Improvements - **\$1.9M**
- City of Port Isabel - Arturo Galvan Park - **\$930k**
- Texas Southmost College - Design/Build - Industrial Maintenance, Welding, Electrical, Plumbing & Pipe Fitting, Criminal Justice Buildout - **\$1.4M**
- South Texas College CMAR - Starr County Campus, Rio Grande City, Texas - Health Professions & Science Building - **\$9.26M**, New Library - **\$3.31M**, Student Services Expansion - **\$1.17M**, Student Activities Expansion - **\$1.15M**, New Thermal Chiller Plant for Campus - **\$3.94M**, Campus Parking & Site Improvements - **\$3.2M**
- BCT 2 Barracks - Ft Bliss, TX BCT 3 barracks - Ft. Bliss, TX
- Military Housing - Ft. Stewart, GA
- Military Housing, Kelly Park Community Center- Ft. Bliss, TX
- Rio De Vida Apts Padre De Vida Apts - (Mission, TX.) --- **208 units** - (McAllen, TX.) --- **180 units**
- Laredo Vista Apts. - (Laredo, TX.) --- **160 units**
- Highland Gardens Apts. - (Harlingen, TX.) --- **174 units**
- Eldorado Village Apts. - (Brownsville, TX.)-- **146 units**

References:

Available upon request



Horacio Quintero

Project Manager

Profile

Project Manager with over nine years of experience in construction and an additional fourteen years of experience working on design and drafting with architectural firms. Direct management of completed projects including municipal, commercial, higher education, and industrial construction.

Education and Certifications

Texas State Technical College – Harlingen, TX

1993 - 1995

- Associate of Applied Science Degree
- Major: Drafting and Design Technology

Work Experience

• Davila Construction, Inc.	Project Manager	2021 - Pres.
• D. Wilson Construction, LLC.	Assistant Project Manager	2013 - 2021
• Brand Energy & Infrastructure Services	Scaffold Builder	2009 - 2013
• PBK Architects	Project Manager	2008 - 2009
• ERO International	Draftsman	2007 - 2008
• MB.ARC Architectural Resource Consultants	Project Manager	2001 - 2007
• Rike-Ogden-Figueroa-Dickson-Wells Architects	Draftsman	1998 - 2001
• Lopez & Lopez Architects	Draftsman	1998 - 1998
• Morales-Best-Hinojosa Architects	Draftsman	1995 - 1997

Projects Completed

Project Manager - Davila Construction, Inc.

2021 to Present

- In Progress – San Benito CISD CMAR – Performing Arts Center - **\$22.5M**, Natatorium - **\$8.9M**, Utilities & Site Preparation - **\$1.8M**, Parking Lot & Site Improvements - **\$2.5M**, AVIT Package - **\$3M**

Assistant Project Manager - D. Wilson Construction, LLC.

2013 to 2021

- Clark-Knapp Honda, Pharr, Texas
- Garza-Peña Elementary School, San Juan, Texas
- UTPA (UTRGV) Projects, Edinburg, Texas
- Hidalgo County Courthouse Annex Building, Edinburg, Texas
- McAllen Veterans Memorial Stadium, McAllen, Texas
- La Joya ISD Natatorium, La Joya, Texas
- IDEA Rio Grande City Phase I, Rio Grande City, Texas
- Mercedes FEMA Dome, Mercedes, Texas
- South Texas College - Starr County Campus, Rio Grande City, Texas - Health Professions & Science Building, New Library, Student Services Expansion, Student Activities Expansion, New Thermal Chiller Plant for Campus, Campus Parking & Site Improvements
- Starr County Memorial Hospital MRI Addition, Rio Grande City, Texas
- Leo Peña Placita Park, Mission, Texas
- IDEA Quest, Edinburg, Texas
- IDEA Los Encinos, McAllen, Texas
- Region One Additions and Renovations, Edinburg, Texas
- IDEA La Joya, La Joya, Texas

Architectural Projects

1995 to 2009

- Edwards Abstract and Title Company, Edinburg, Texas
- Dairy Queen Restaurant North 23rd and Orchid, McAllen, Texas
- Child Development Academy, Trinity Worship Center, Pharr, Texas
- Luz Para Las Naciones Church, Mission, Texas
- Santa Rosa ISD Baseball Field, Santa Rosa, Texas
- Santa Rosa ISD Bus Barn, Santa Rosa, Texas
- Town of Combes City Hall, Combes, Texas
- Brownsville ISD Middle School #12, Brownsville, Texas
- Brownsville ISD Elementary School #143, Brownsville, Texas
- Renovations to Brownsville ISD Annex Building, Brownsville, Texas
- Santa Gertrudis High School Renovations Phase I & II, Santa Gertrudis ISD, Kingsville, Texas

References Available upon request

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EXPERIENCE PROFILE

MAIN CONTACT:

Anthony Vargas, Senior Project Manager
tony.vargas@davilaconstruction.com

BONDING CAPACITY:

Aggregate: \$150 Million Single Project: \$ 50 Million



CAPABILITIES:

- General Contractor
- New Construction
- Historical Building
- Renovations
- Pre-Engineered
- Buildings Steel Erection
- Finish Outs
- Carpentry
- Concrete
- Masonry
- Framing
- Utility Work
- Roofing
- Electrical
- Design Build Demolition
- Paving
- Flooring
- Site Work
- Plumbing

MEMBERSHIPS:

- Hispanic Contractors Association
- San Antonio Hispanic Chamber of Commerce
- Minority Business Enterprise
- Small Business Enterprise
- Hispanic American BusinessEnterprise

CCR/Dynamic Small Business Search

DUNS Number: #027020643

Texas HUB Certified: Certificate
#1741590992200

South Central Texas Regional

Certification Agency: Certification

#211039301 NAICS Code:

236220 Commercial & Institutional Building Construction

236116 New Multifamily Housing

Construction **236210** Industrial Building

Construction **237990** Other Heavy and Civil Engineering Construction

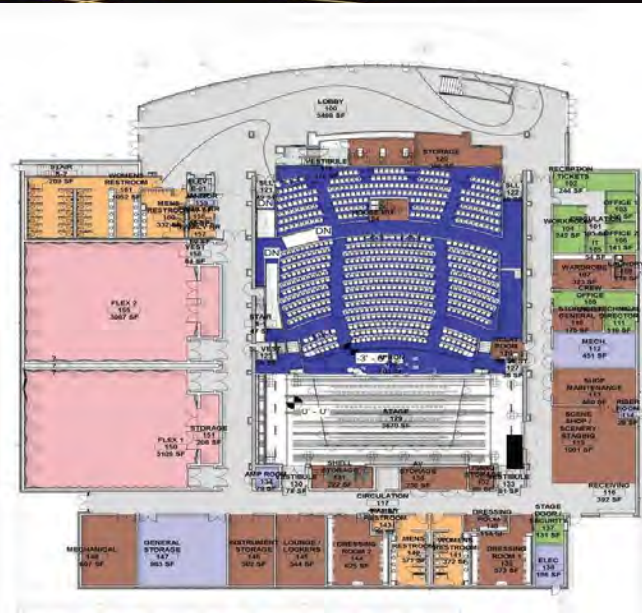
Texas Multiple Award Schedule:

TXMAS-16-56050

COSA-Job Order Contract: Ordinance

#2011-01-20-0053

SAN BENITO CISD
Performing Arts Center and Natatorium Facility



Location:

San Benito, TX

Contract Amount:

\$26,000,000.00M

Project Size/Type:

80,000sf/CMAR

Owner:

San Benito CISD

Completion Date:

March 2023

Design Firm:

RED/ROFA Architects, Inc.

Role:

CMAR



FLOOR PLAN



SAN PEDRO CREEK IMPROVEMENTS (SPC)

**Location:**

San Antonio, TX

Contract Amount:

\$198,000,000.00M

Project Size/Type:

Design/Build

Owner:

San Antonio River Authority / Bexar County

Completion Date:

April 2018

Design Firm:

Munoz Co.

Role:

General Contractor





PHARR NORTHSIDE COMMUNITY CENTER

**Location:**

Pharr, TX

Contract Amount:

\$7,500,000.00M

Project Size/Type:

20,000sf/CMAR

Owner:

City of Pharr

Completion Date:

August 2021

Design Firm:

TWG Architects, Inc.

Role:

CMAR





NEWCOMBE PARK PHASE 1 & 2



Location:

Pharr, TX

Contract Amount:

\$ 1,900,401.00

Project Size/Type:

N/A

Owner:

City of Pharr
118 S Cage Blvd, Pharr, TX
78577
Tel: 956- 402-4000

Completion Date:

Spring 2020

Design Firm:

Diseno, Inc.

Role:

Construction Manager at Risk



NATURE BIRDING CENTER



Location:

Pharr, TX

Contract Amount:

\$ 2,200,000.00

Project Size/Type:

N/A

Owner:

City of Pharr
118 S Cage Blvd, Pharr, TX
78577
Tel: 956- 402-4000

Completion Date:

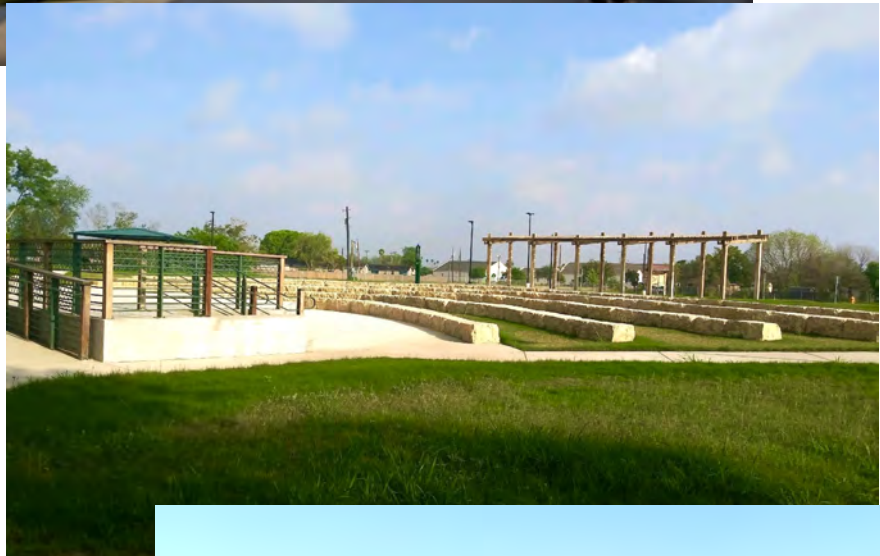
Fall 2019

Design Firm:

Halff Associates, Inc.

Role:

Construction Manager at Risk



ALLEN & WILLIAM ARNOLD ELEMENTARY SCHOOL PARK EXPANSION



Location:

Pharr, TX

Contract Amount:

\$ 2,200,000.00

Project Size/Type:

N/A

Owner:

City of Pharr
118 S Cage Blvd, Pharr, TX
78577
Tel: 956- 402-4000

Completion Date:

Summer 2019

Design Firm:

Halff Associates, Inc.

Role:

Construction Manager at Risk





DR. WILLIAM LONG ELEMENTARY SCHOOL PARK EXPANSION



Location:

Pharr, TX

Contract Amount:

\$ 1,786,709.00

Project Size/Type:

N/A

Owner:

City of Pharr
118 S Cage Blvd, Pharr, TX
78577
Tel: 956- 402-4000

Completion Date:

Summer 2019

Design Firm:

Halff Associates, Inc.

Role:

Construction Manager at Risk





Location:

Pharr, TX

Contract Amount:

\$2,100,000.00

Project Size/Type:

New Construction

Owner:

City of Pharr

Completion Date:

Summer 2019

Design Firm:

The Warren Group Architects, Inc.

Role:

Construction Manager at Risk

JOSE "PEPE" SALINAS CIVIC CENTER



Location:

Pharr, TX

Contract Amount:

\$ 3,200,000.00

Project Size/Type:

26,000 sqf

Owner:

City of Pharr

118 S Cage Blvd, Pharr, TX

78577

Tel: 956- 402-4000

Completion Date:

Fall 2019

Design Firm:

Diseno, Inc

Role:

Construction Manager at Risk





BISHOP CISD BASEBALL SOFTBALL COMPLEX

**Location:**

Bishop, TX

Contract Amount:

\$4,200,000.00

Project Size/Type:

Baseball Softball Complex

Owner:

Bishop Consolidated Independent
School District
719 E Sixth St, Bishop, Texas 78343
Tel: 361-584-3591

**Completion Date:**

Spring 2020

Design Firm:

Gignac & Associates

Role:

General Contractor



BROWNSVILLE-SPI EDA CARGO FACILITY

**Location:**

Brownsville, TX

Contract Amount:

\$1,780,000.00

Project Size/Type:

20,000sqf Hangar

Owner:

City of Brownsville
1034 E Levec St
Brownsville, TX 78520
Tel: 956-546-4357

Completion Date:

Fall 2018

Design Firm:

Gomez, Mendez, Saenz,
Inc.

Role:

General Contractor





OTHER COMPLETED PROJECTS

PROJECT NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	START & COMPLETION DAY
Adult Detention Center - Video Visitation & Re-Entry	Bexar County	DHR Architects	6.2M	07/2015 – 06/2016
District 2 - Schaefer Branch Library	COSA	OCO LPA, Inc.	3.8M	07/2015 – 10/2016
Atascosa Health Center & WIC Building	Atascosa Health Center, Inc.	Independent Design	3.5M	09/2013 – 10/2015
Mission Reach Operations Center	San Antonio River Authority	Dean Design Group	2.8M	12/2013 – 11/2014
District 9 - New Branch Library	COSA	Alvidrez Architecture, Inc.	1.4M	11/2014 – 04/2015
Chacon Creek - Pedestrian Bridge	City of Laredo, Texas	Sherfey Engineering SA	1.1M	09/2014 – 06/2015
Museum of Science and History FMAC	City of Corpus Christi, Texas	LNV Engineers, Architects, Surveyors	330K	06/2019 - 10/2019
Baseball – Softball Complex	Bishop CISD	Gignac Architects	4.2M	01/2019 - 02/2020
Newcombe Park	City of Pharr, Texas	Diseno, Inc.	1.4M	02/2019 - 10/2019
Jose "Pepe" Salinas Civic Center Renovations	City of Pharr, Texas	Diseno, Inc.	3.5M	11/2018 - 09/2019
South Pharr Fire Station No. 4	City of Pharr, Texas	The Warren Group, LLC	2.1M	09/2018 - 07/2019
Dr. William Long Elementary School Park	City of Pharr, Texas	Halff Associates, Inc.	1.7M	04/2018 - 07/2019
Allen & William Arnold Elementary School Park	City of Pharr, Texas	Halff Associates, Inc.	2.2M	04/2018 - 07/2019



OTHER RELEVANT PROJECTS

PROJECT NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	START & COMPLETION DAY
North Fire Station No. 1	City of Pharr, Texas	The Warren Group, LLC	1.8M	TBD
JOC Contract	COSA	Multiple	0.5M to 10M	06/2011 - In Progress
TXMAS Contract	State of Texas	Multiple	0.5M to 10M	06/2011 - In Progress
San Pedro Creek	San Antonio River Authority	Munoz Co.	198M	In Progress
Museum of Science and History FMAC	City of Corpus Christi, Texas	LNV Engineers, Architects, Surveyors	330K	06/2019 - 10/2019
Baseball – Softball Complex	Bishop CISD	Gignac Architects	4.2M	01/2019 - 02/2020
Jose "Pepe" Salinas Civic Center Renovations	City of Pharr, Texas	Diseno, Inc.	3.5M	11/2018 - 09/2019
Edinburg Transit Terminal	City of Edinburg, Texas	NKA Architects	4.5M	07/2017 - 02/2020
WesFar Apartments	WesFar Apartments, LLC.	N/A	10.8M	08/2017 - 04/2019
EDA Brownsville Hangar	City of Brownsville, Texas	Gomez Mendez Saenz, Inc.	1.7M	07/2017 - 11/2018
Adult Detention Center - Video Visitation & Re-Entry	Bexar County	DHR Architects	6.2M	07/2015 – 06/2016
San Antonio Police Department - Helicopter Hangar Renovation	COSA	Beaty Palmer Architects	1.7M	08/2014 – 12/2015
Atascosa Health Center & WIC Building	Atascosa Health Center, Inc.	Independent Design	3.5M	09/2013 – 10/2015
Chacon Creek - Pedestrian Bridge	City of Laredo, Texas	Sherfey Engineering SA	1.1M	09/2014 – 06/2015
District 9 - New Branch Library	COSA	Alvidrez Architecture, Inc.	1.4M	11/2014 – 04/2015
Mission Reach Operations Center	San Antonio River Authority	Dean Design Group	2.8M	12/2013 – 11/2014
Animal Care Facility	COSA	Jackson & Ryan Architects	4.4M	09/2012 – 10/2013
Fire Station No. 4	New Braunfels Fire Department	RPGA Design Group	2.3M	07/2011 – 10/2012
Warriors in Transition - SFAC and COF	U.S. Army Corps of Engineers	5G Studios Collaborative, LLC	8.3M	05/2010 – 05/2012
Martinez II Administration Building	San Antonio River Authority	Dean Design Group	1.3M	09/2009 – 11/2010
New Police Station	City of Del Rio, Texas	GRW, Inc.	6.3M	07/2008 - 07/2010
Canyon Lake Fire Station	Comal County	BRW Architect	2.4M	02/2008 – 03/2009
CURRENT PROJECTS				

**Location:**

San Antonio, TX

Contract Amount:

\$18,500,000.00

Project Size/Type:

192 Units - New Construction

Owner:

U.S. Department of Housing and
Urban Development (HUD)/
Valencia Lofts

Completion Date:

January 2018

Design Firm:

Joe F. Rodriguez

Role:

General Contractor



Valencia Lofts, a market-rate 192-unit community under development in Leon Valley, Texas. The low-rate, non-recourse financing for the duration of construction and for a subsequent 40-year term was provided through the U.S. Department of Housing and Urban Development's 221(d)(4) loan insurance program. Valencia Lofts features 14 two-story townhouses with one-, two- and three-bedroom units on approximately nine acres in the northwest part of San Antonio.

COSA DISTRICT 9 ENCINO BRANCH LIBRARY**Location:**

San Antonio, Texas

Contract Amount & Required Bonding Capacity:

\$ 1,304,550.00

Project Size/Type:

New Construction

Owner:

City of San Antonio, TCI

POC: Stacy Gonzales

Tel: 210.207.2160

E-mail: Stacy.Gonzales@sanantonio.gov

**Contract Amount:**

\$ 1,304,550.00

Completion Date:

04/2015

Design Firm:

Alvidrez Architecture, Inc.

Project Manager:

Randy Guzman

Project Superintendent:

Juan Torres & Israel Castro

The project began a remodeling process by stripping a former restaurant building, standing at 10,177 sf., down to the studs, to convert to a library. A small 2,308 sf area was added as a teen and children's book section. The only portion of the building that needed no adjustments were the bathrooms, which were left as is. Technology and unique design ideas advanced the former building to meet modern times. For example, the ceiling lights sit above

the ceiling tiles. Panels, made of a thin fabric material, were created as an area for the lights to shine through.

Monopads were installed throughout the building, which basically look like large 70"-80" iPads, with touch screens, and interact between rooms. Smaller individual rooms within the building are divided by glass walls, and sliding glass doors to create the illusion of one large flowing space. It contains one large open area, known as the "flex" area, used as a place for visitors to congregate, meetings, communal use, etc. A unique trait about this area is, it can be converted into two separate rooms by soundproof movable partition walls installed by the team. Encino Branch is also the only library in the San Antonio system to be designed with a drive through book pick up.



MISSION REACN OPERATIONS CENTER



Location:

San Antonio, Texas

Contract Amount:

\$ 2,466,502.00

Project Type/Size:

Design and New Construction Administration

Building – approx. 5,400sf

Shop Building – approx. 4,450sf

Storage Building – approx. 4,000sf

Owner:

San Antonio River Authority

POC: Robert 'Bob' Perez

Tel: 210.302.3279160

E-mail: rperez@sara-tx.org



Final Amount: \$2,798,148.58

Completion Date: 11/2014

Design Firm: Dean Design Group, PLLC

Project Manager: Ramiro Ramos

Project Superintendent: Patrick Nichols

A SILVER LEED PROJECT

The project consisted of three buildings – an administration building, a shop building, and a storage building – totaling approximately 13,850 sq. ft. Some of the unique features of the administration building are meeting spaces, classroom, full kitchen, state-of-the art locker rooms and restrooms, an exercise room, and an electrical room. The buildings themselves consists of metal siding, a class “A” steel structure, and suspended hollow core planks. This particular project included several LEED features such as energy efficient lighting fixtures/ballasts, low water use plumbing fixtures, low E window glass, high efficient rated HVAC system, low water use planting for landscape, irrigation system, and recycled plastic toilet compartments. It also included a structural steel frame with over 50% recycled steel, increased R value insulation on roof and floor, stained concrete floors in lieu of applied finishes, and 50% recycled content in floor carpet and ceiling tiles.



ANIMAL CARE & EDUCATIONAL FACILITY

**Location:**

San Antonio, Texas

Contract Amount:

\$ 4,366,162.00

Project Type/Size:

New Construction

Animal Care Adoption Center – 7,400sf

Animal Care Clinic – 2,350sf

Pavilion – 2,250sf

Owner:

City of San Antonio – Capital Improvements

POC: William Hensley

Tel: 210.207.4160

E-mail: william.hensley@sanantonio.gov



Final Amount: \$4,617,918.00

Completion Date: 10/2013

Design Firm: Jackson & Ryan Architects

Project Manager: Ramiro Ramos

Project Superintendent: Patrick Nichols

The Animal Care Adoption, Spay/Neuter, and Educational Facility totals 13,500 sq. ft. This high profile, state of the art, no-kill campus includes a pet adoption center, public spay/neuter clinic, and a special events pavilion.

The adoption center includes such specialties as a Cattery and Cat Condos, Indoor/ Outdoor Dog Kennels, Grooming Stations, Stained Concrete Patterned Flooring, an Iron Monument Sign, a Boardwalk, and Dog Park.

The clinic provides low-cost spay/neutering services. This building includes Special Surgical Lighting, Medical Gas System, Exam Rooms, Surgery Room with Support Areas, and Holding/Recovery Rooms. The open air pavilion was built as a special events space and features Wood Timbers, Stone Columns, and Hog Panel Railings.



WARRIORS IN TRANSITION SFAC & COF

**Location:**

Ft. Sam Houston San Antonio, Texas

Contract Amount & Required Bonding Capacity:

\$ 8,360,000.00

Project Size/Type:

Design/Build (2) Administrative Facilities – 18,000 SF

Owner:

U.S. Army Corps of Engineers

POC: Matthew D. Sargent

Tel: 210.240.4023

E-mail: Matthew.D.Sargent@USACE.Army.goV



Completion Date: 05/2012

Design Firm: 5G Studio – Yen Ong

Project Manager: Tony Davila

Project Superintendent: Jason Rudolph

The Warriors In Transition Soldier and Family Assistance Center Facility (SFAC) and the Company Operations Facility (COF) at Fort Sam Houston were two new administrative facilities totaling 18,000sq. ft. Both of these buildings include multiple offices, a full kitchen, conference spaces, and lavatories. This project was in a highly sensitive area so noise had to be kept to a minimal, safety was higher than usual to keep the local pedestrians safe, and this project was a GREEN facility. This project included several energy efficient methods such as full insulation of ceilings, energy saving light fixtures/ballasts, electrical and HVAC systems, low E wind ow glass systems, and energy efficient appliances.



SARA MARTINEZ II ADMINISTRATIVE BUILDING

**Location:**

San Antonio, Texas

Contract Amount & Required Bonding Capacity:
\$ 1,467,749.40

Project Size/Type:

New Construction Administrative Facility – 9,800sf

Owner:

San Antonio River Authority

POC: Robert Perez

Tel: 210.227.1373

E-mail: Rperez@SARA-Tx.org



Amount: \$1,467,749.40

Actual Completion Date: 11/2010

Design Firm: Dean Design Group, PLLC

Project Manager: Ramiro Ramos

Project Superintendent: Leroy Kessler

The project consisted of a one story administration office of approximately 9,800 sq.ft. The office facility included ample office space, multiple restrooms, and a lobby area. Some of the unique items that this facility features are meeting spaces, classrooms, a covered patio, full kitchen, state-of-the art locker rooms, and an electrical room. The building itself consists of metal siding, a class "A" steel structure, and suspended hollow core planks. This particular project included several GREEN features such as energy efficient lighting fixtures/ballasts, low water use plumbing fixtures, low E window glass, high efficient rated HVAC system, low water use planting for landscape, irrigation system, and recycled plastic toilet compartments. It also included a structural steel frame with over 50% recycled steel, increased R value insulation on roof and floor, stained concrete floors in lieu of applied finishes, and 50% recycled content in floor carpet and ceiling tiles.



List of HUD Projects

1. List each Principal's Name

listing alphabetical
order, last name first

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

Davila, Tony

2. list Previous Project

(give the ID number, project name, city location &
government agency

Involved in other HUD

HUD 221(d), Valencia Lofts. San
Antonio TX. # 115-35754

S.A.H.A. 504 Modifications at Seven
Sites, San Antonio, Texas

HUD 115-EE-051 Ernest M. O'Vares
Senior Residence San Antonio

S.A.H.A. Project, West Jay Apartment
Renovations, San Antonio

S.A.H.A. Project. Springhill
Apartment Renovations, San
Antonio

S.A.H.A. Project, College Park Apart-
ments, San Antonio

HUD Project. Casa de Amistad
Apartments, San Antonio

HUD Project, Casa de Esperanza
Apartments, San Antonio

S.A.H.A. Project, Christ the King
Apartments, San Antonio

HUD Project Gonzales Independent
Apartments, San Antonio



Project References

Bexar County Infrastructure

Oscar Cervantes - 210.335.6729

San Antonio River Authority

Bob Perez - 210.227.1373

City of San Antonio

Roger Carrillo - 210.207.2158

Comal County ESD #3

Keith D. Lewis - 830.907.2928

US Corps of Engineers

Scott Lowe - 214.670.0050

American GI Forum Veterans Outreach Program, Inc.

Carlos Martinez - 210.223.4088

Salvation Army

Alberto Villafuerte - 210.352.2000



PROJECT	OWNER	YEAR
JOC Contract	City of San Antonio	\$0.5M-10M 06/11-present
TXMAS Contract	State of Texas	\$0.5M-10M 06/11-present
District 9 Encino Branch Library	City of San Antonio	\$1.4M 11/14-04/15
Mission Reach Operations Center	San Antonio River Authority	\$2.8M 12/13-11/14
Animal Care Facility	City of San Antonio, TCI	\$4.4M 09/12-10/13
New Braunfels Fire Station #4	New Braunfels Fire Department	\$2.3M 07/11-10/12
Warriors in Transition SFAC & COF	U.S Army Corps of Engineers	\$8.3M 05/10-05/12
Martinez II Administration Building	San Antonio River Authority	\$1.3M 09/09-11/10
Canyon Lake Fire Station	Comal County ESD #3	\$2.4M 02/08-03/09

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SIMILAR PROJECTS, CLIENT & COST

CURRENT REPRESENTATIVE PROJECTS

1. Project: Construction Manager at Risk for the San Benito CISD Performing Arts Center and Natatorium Facility

Client: San Benito Consolidated Independent School District

Contact person title: Dr. Nate Carman, Superintendent of Schools

Phone number: (956) 361-6100

Project Description: Construction of a 1,000 seat Performing Arts Center and Competition Pool

Total Project Budget: \$26,000,000.00

Current Project Cost: GMP currently being developed

Project Architect: RED/ROFA Architects

Project Manager/Project Superintendent: Tony Vargas/Aaron Rodriguez

Mechanical Subcontractor: TBD

Electrical Subcontractor: TBD

Plumbing Subcontractor: TBD

2. Project: City of Pharr Northside Community & Wellness Center

Client: City of Pharr

Contact person/ Title: Edward M Wylie, Deputy City Manager at Pharr, Tx.

Phone number: (956) 279-4458

Project Description: New Community Center, Amphitheater & French Park with Fountain

Original Project Budget: \$7,500,000.00

Current Contact Sum: \$7,500,000.00

Principal-in-Charge: Edward M Wylie

Project Architect: The Warren Group Architects, Inc.

Project Manager/Project Superintendent: Tomas Canul/Albert Garza/Ruben Trevino

Mechanical Subcontractor: D&F Industries

Electrical Subcontractor: ST Electric

Plumbing Subcontractor: B. Garza Plumbing

3. Project: San Pedro Creek Phase II for Bexar County

Client: San Antonio River Authority /Bexar County

Contact person / title: Roger Carrillo, AIA, Architect/J.O.C. Manager - City of San Antonio

Phone number: (210) 207-2158

Project Description: Phase II extension of the San Antonio Riverwalk

Original Contract Sum: \$92,000,000.00

Project Architect: Henry Munoz

Project Manager/Project Superintendent: Tony Davila/Ramiro Ramos

Mechanical Subcontractor: Accu-Aire Mechanical

Electrical Subcontractor: N/A

Plumbing Subcontractor: JBS Plumbing



SIMILAR PROJECTS, CLIENT & COST

4. Project: Texas Southmost College Design/Build Services for the ITECC Program

Client: Texas Southmost College

Contact person / title: Dr. Gisela E. Figueroa, Vice President Finance and Administration

Phone number: (956)295-3379

Project Description: Design-Build Services for International, Technology, Education and Commerce Center (ITECC) Technical Program Finish out of Existing Shell Spaces on the ITECC campus

Original Contract Sum: \$1,349,000.00

Final Contract Sum: \$1,419,490.00

Project Architect: ROFA Architects, Inc.

Project Manager/Project Superintendent: Tomas Canul/Albert Garza

Mechanical Subcontractor: Weslaco Air

Electrical Subcontractor: Garco Electric

Plumbing Subcontractor: N/A

5. Project: Roma ISD High School JROTC Building

Client: Roma Independent School District

Contact person / title: Alfonso Perez, Business Manager

Phone number: (956) 849-1377

Project Description: Construction of an 11,875 square foot JROTC Facility

Original Contract Sum: \$2,530,000.00

Current Contract Sum: \$2,631,859.00

Project Architect: PBK Architects

Project Manager/Project Superintendent: Cesar Roque/Ruben Trevino

Mechanical Subcontractor: Continental Refrigeration

Electrical Subcontractor: ST Electric

Plumbing Subcontractor: De Alba Plumbing

6. Project: Roma ISD School Facility Assessment and Renovation/Repair Project

Client: Roma Independent School District

Contact person / title: Alfonso Perez, Business Manager

Phone number: (956) 849-1377

Project Description: Construction Manager at Risk Services for Improvements at Saenz Elementary School, Barrera Middle School and the District Performing Arts Center

Original Project Budget: \$5,200,000.00

Current Project Cost: GMP currently being developed

Project Architect: Raba-Kistner Counsultants, Inc. Micheal Hovar, AIA

Project Manager/Project Superintendent: Cesar Roque/Ruben Trevino

Mechanical Subcontractor: TBD

Electrical Subcontractor: TBD

Plumbing Subcontractor: TBD



SIMILAR PROJECTS, CLIENT & COST

RECENTLY COMPLETED REPRESENTATIVE PROJECTS

1. Project: Newcombe Phase I & 2

Completion Date: March 2020

Construction Delivery Method, Firm & Contract: Construction Manager at Risk Services

Client: City of Pharr

Contact person/ Title: Edward M Wylie, Deputy City Manager at Pharr, Tx.

Phone number: (956) 279-4458

Project Description: New Plaza, Amphitheater & Fountain

Original Contract Sum: \$400,000.00

Final Contact Sum: \$1,900,401.00

Principal-in-Charge: Edward M Wylie

Project Architect: Diseño, Inc.

Project Manager/Project Superintendent: Tomas Canul/Rolando Ayala

Mechanical Subcontractor: N/A

Electrical Subcontractor: ST Electric

Plumbing Subcontractor: De Alba Plumbing

2. Project: Pharr Nature & Birding Center

Completion Date: September 2019

Construction Delivery Method, Firm & Contract: Construction Manager at Risk Services

Client: City of Pharr

Contact person/ Title: Edward M Wylie, Deputy City Manager at Pharr, Tx

Phone number: (956) 279-4458

Project Description: Construction of a nature trail, birding center & outdoor amphitheater

Original Contract Sum: \$2,000,000.00

Final Contact Sum: \$2,765,641.00

Principal-in-Charge: Robert Saenz, P.E.

Project Architect: Halff Associates, Inc.

Project Manager/Project Superintendent: Tomas Canul/Rolando Ayala

Mechanical Subcontractor: N/A

Electrical Subcontractor: Garco Electric

Plumbing Subcontractor: De Alba Plumbing



SIMILAR PROJECTS, CLIENT & COST

3. Project: Allen and William Arnold City/School Park Expansion

Completion Date: June 2019

Construction Delivery Method, Firm & Contract: Construction Manager at Risk Services

Client: City of Pharr

Contact person/ Title: Edward M Wylie, Deputy City Manager at Pharr, Tx

Phone number: (956) 279-4458

Project Description: Construction of a city/school park with water park, soccer fields, basketball courts, playground area, restroom facilities, walking trails and barbeque pavilions

Original Contract Sum: \$2,438,240.00

Final Contact Sum: \$2,738,240.00

Principal-in-Charge: Robert Saenz, P.E.

Project Architect: Halff Associates, Inc.

Project Manager/Project Superintendent: Tomas Canul/Rolando Ayala

Mechanical Subcontractor: N/A

Electrical Subcontractor: Garco Electric

Plumbing Subcontractor: De Alba Plumbing

4. Project: Dr. William Long Park Expansion

Completion Date: June 2019

Construction Delivery Method, Firm & Contract: Construction Manager at Risk Services

Client: City of Pharr

Contact person/ Title: Edward M Wylie, Deputy City Manager at Pharr, Tx.

Phone number: (956) 279-4458

Project Description: Expansion of and existing City/School Park complete with soccer fields, playground area, restroom facilities, walking trails and barbeque pavilions

Original Contract Sum: \$1,500,000.00

Final Contact Sum: \$1,786,709.00

Principal-in-Charge: Robert Saenz, P.E.

Project Architect: Halff Associates, Inc.

Project Manager/Project Superintendent: Tomas Canul/Rolando Ayala

Mechanical Subcontractor: N/A

Electrical Subcontractor: Garco Electric

Plumbing Subcontractor: De Alba Plumbing



SIMILAR PROJECTS, CLIENT & COST

5. Project: South Fire Station No 4

Completion Date: June 2019

Construction Delivery Method, Firm & Contract: Construction Manager at Risk Services

Client: City of Pharr

Contact person/ Title: Laura Warren, AIA, President of The Warren Group Architects, Inc.

Phone number: (956) 994-1900

Project Description: New Construction

Original Contract Sum: \$1,500,000.00

Final Contact Sum: \$2,223,765.00

Principal-in-Charge: Laura Warren

Project Architect: The Warren Group Architects, Inc.

Project Manager/Project Superintendent: Tomas Canul/Rolando Ayala

Mechanical Subcontractor: Weslaco Air

Electrical Subcontractor: D&F Industries

Plumbing Subcontractor: De Alba Plumbing

6. Project: San Pedro Creek Phase I for Bexar County

Completion Date: April 2018

Construction Delivery Method, Firm & Contract: Design/Build

Client: San Antonio River Authority / Bexar County

Contact person/ Title: Roger Carrillo, AIA, Architect/J.O.C. Manager- City of San Antonio

Phone number: (210) 207-2158

Project Description: Design / Build extension of the San Antonio Riverwalk

Original Contract Sum: \$198,000,000.00M

Final Contact Sum: \$198,000,000.00M

Principal-in-Charge: Henry Muñoz

Project Architect: Munoz Co.

Project Manager/Project Superintendent: Tony Davila/Ramiro Ramos

Mechanical Subcontractor: Accu-Aire Mechanical

Electrical Subcontractor: N/A

Plumbing Subcontractor: JBS Plumbing



COMPANY PROFILE

Company Name: Business: Davila Construction, Inc.
Year Founded: General Contractor 1956
Years in Business: 65
Number of Employees: 37
Main Contact: Tony Davila / President/CEO tony@davilaconstruction.com
Main Office Address: 520 Bonham Street, San Antonio, TX 78205
Telephone Number: (210) 224-5887
Facsimile Number: (210) 224-5735

Secondary Office Addresses:

McALLEN

2205 N Jackson Rd, McAllen, TX 78501, Phone Number: 956-630-9433

PANAMA

Ave. Abel Bravo Calle 60 E 6B, PH Obarrio 60 Bella Vista, Piso 11, Oficina 11-C Panama City, Panama, Phone Number: 507-381-9500 / 9504

CAGE Code: OB8C8

DUNS Number: 027020643

CCR/Dynamic Small Business Search
(ORCA Registered)

Historically Underutilized Business (HUB) /HUBZone Certified

SCTRCA— HABE, MBE, SBE,

NAICS CODE:

236220 - Commercial& Institutional Building Construction

236115 - New Single-Family Housing Construction (except operative builders)

236116 - New Multifamily Housing Construction (except operative builders)

236210 - Industrial Building Construction

237310 - Highway, Street & Bridge Construction

621340 - Offices of Physical, Occupational, Speech Therapists & Audiologists

Davila Construction, Inc. currently also has a TXMAS contract awarded by the State of Texas.



COMPANY BACKGROUND

For over 65 years, Davila Construction, Inc. has continued to imprint into the construction industry as one of the leading General Contractors in Texas. The history of Davila Construction, Inc. began in the year 1956 when Davila Plumbing Inc. was founded by Albert S. Davila.

Davila Construction Inc.'s growth over the past 38 years has led to the opening of offices in Laredo, McAllen, Corpus Christi, Panama City, Panama, and forthcoming expansion to other areas of Texas. Davila Construction, Inc. is a General Contractor that is certified by the South/ Central Texas Regional Certification Agency (SCTRCA) as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Hispanic American Business Enterprise (HABE) certified company through the Small Business Association. Davila Construction has implemented a Small Business Diversity Program (SBDP) to seek qualified disadvantaged businesses, minority-owned, woman owned, veteran-owned, service disabled veteran-owned, and other small businesses to partner, team, subcontract, and Mentor each year. Davila Construction, Inc. believes that working directly with the Owner, Architect and Engineers in the early phases of a project helps build a stronger foundation for its team members and the construction of a successful project. At its core, the principal of "teamwork" is a direct result of outstanding leadership and management and reflects in our work. As a cornerstone to good teamwork, team goals are established with client needs in mind as our first priority. Within these goals, are responsibilities and our accountability is set that generates a spirit of coordination, cooperation, and responsiveness. This strong foundation opens up the avenues for clear communication, ensuring construction standards with emphasis on quality, meeting and exceeding scheduled milestones, and accomplishing an exceptional project safely, on time and within budget.



Tab 5 - Experience, Reputation, Quality of Goods and Services

Company Background

Company Profile

Last 5 Representative Projects

Experience Profile

Project Personnel Resumes

Proposed Project Team Management Structure

HUB Certification

Client and Vendor Reference Letters

CITY OF SAN JUAN
CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

SECTION I
STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL ANY EXCEPTIONS MUST BE IN WRITING.

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the City of San Juan City Hall before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as failure to meet delivery dates and may result in removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be Included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
- | |
|---|
| 12. All items offered should be designated " as specified " or " equal ". |
|---|
13. On items designated "**equal**", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100% of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

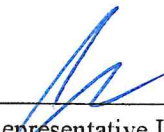
19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted. The City of San Juan will perform background checks on each worker that will be working on will be involved and onsite during the term of the project. The cost of fingerprinting will be the responsibility of the awarded vendor.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

12-15-22

Date

Davila Construction, Inc.

Company Name


Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

- 2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

- 2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating **City of San Juan PARKS AND REC PARK - PHASE 1**.
- 2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.
- 2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.
- 2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.
- 2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.
- 2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.
- 2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.
- 2.12.8 Vendor will participate as a team member in cooperation with the project Manager.
- 2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

12-15-22

Date

Davila Construction, Inc.

Company Name


Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION III

INSURANCE INFORMATION

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

3.1 Insurance Requirements: The contractor shall not commence work under this contract until contractor has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the City's Purchasing Agent. Approval of the insurance certificates by the City shall not relieve or decrease the liability of the contractor. Each insurance policy shall contain a provision that at least 30 days written notice will be given to the City in the event of cancellation or material change. The contractor's certificate of insurance in force, submitted prior to start of construction, shall include a notice that the policies do contain these provisions.

The contractor shall provide and maintain, until the work covered in this contract is completed and accepted by the City, the minimum insurance coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>	
1. Workmen's Compensation	Statutory	\$100,000
2. Comprehensive General Liability		
a) Personal Injury	\$500,000 per person (including bodily injury)	
	\$500,000	per occurrence
b) Property Damage	\$500,000	per occurrence
3. Comprehensive Automobile Liability		
a) Bodily Injury	\$1,000,000	per person
	\$1,000,000	per occurrence
b) Property Damage	\$1,000,000	per occurrence

With respect to all of the above insurance, The City of San Juan shall:

- a) be named as an additional insured (Commercial General Liability and Automobile Liability only);
- b) be provided with 30 days advance notice, in writing, of cancellation or material change; and
- c) be provided with Certificates of Insurance evidencing the above required insurance.

PROOF OF CURRENT INSURANCE FOR ALL THREE (3) COVERAGES REQUESTED MUST BE SUBMITTED WITH PROPOSAL, EVEN IF THE CURRENT COVERAGE LIMITS ARE NOT THE SAME AS THOSE REQUESTED. FURTHERMORE, CONTRACTOR INDICATES INTENTIONS TO PROVIDE THE REQUESTED INSURANCE COVERAGES IF AWARDED THE PROPOSAL CONTRACT.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

3.2 BONDING REQUIREMENTS

- A. **A certified or cashier's check or a bid bond payable to the order of the City of San Juan, San Juan, Texas, for 5% of the greater total amount of your proposal will be required with the submittal of the proposal.**

Offeror agrees that if he is awarded the contract, he will execute and deliver to the Owner, within ten (10) days after he is notified of the acceptance of his proposal via a signed purchase order for the project, the required Performance Bond and Labor and Materials Payment Bond, each in the form acceptable to the Owner.

Should the Offeror fail to accept the purchase order (contract) or furnish such Bonds within the prescribed time, Offeror agrees that the accompanying bid security (bid bond) shall become property of the City of San Juan (Owner) as liquidated damages for the additional delay and the expense which will be incurred by the Owner as a result thereof.

- B. The successful contractor shall be required to furnish performance as well as labor and material payment bonds for this project within ten (10) days after official notification of the award of the project.

The forms for bonds and sureties shall be acceptable to City of San Juan as follows:

1. Performance Bond for the full amount of the contract insuring the faithful performance of all provisions of the contract, satisfactory completion of the specified work, within the time agreed upon.
2. A Labor and Materials Payment Bond for the full amount of the contract shall be required for the protection of all subcontractors and material suppliers. Bonds shall bear the same date as the contract.

- C. **Bonds shall be made payable to City of San Juan.**

- D. The bonds shall in all respects conform to the requirements of the laws of the State of Texas.

- E. All required bonds shall be issued only by the companies holding certificates of authority as acceptable sureties in the State of Texas and as acceptable reinsuring companies. Re-insurers must be duly authorized, accredited, or trusted to do business in the State of Texas.

SECTION IV

RANKING CRITERIA AND POINTS VALUATION

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

4.1 – RANKING CRITERIA

For further information, please contact:

Lori A. Maldonado
Purchasing Agent lmaldonado@sjtx.us

OR

Ben Arjona
City Manager barjona@sjtx.us

City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649
956-223-2200

According to the City, in determining the award of a contract under this chapter, the governmental entity may consider the following criteria:

- (1) the price;
- (2) the Offeror's experience and reputation;
- (3) the quality of the Offeror's goods or services;
- (4) the impact on the ability of the City to comply with rules relating to historically underutilized businesses; (Not applicable)
- (5) the Offeror's safety record;
- (6) the Offeror's proposed personnel;
- (7) whether the Offeror's financial capability is appropriate to the size and scope of the project;
- (8) and any other relevant factor specifically stated in the request for bids, proposals, or qualifications.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

4.2 - CRITERIA & POINTS VALUATION

	CRITERIA (REVISED)	POINTS
1	Project Cost	40
2	Number of similar City Projects completed by the Contractor during any of the last five (5) years. (The number of projects is not limited to the references submitted.)	10
3	Timeline for (earliest) completion of the project. Contractor must submit a timeline for the completion of this project together with the proposal response.	10
4	Favorable & unfavorable references of contractor for similar City Projects.	15
5	<u>Contractor's</u> proposed personnel for this City Project. Contractor must submit a list of proposed personnel and their experience with City Projects.	5
6	Contractor's safety record.	5
7	Warranties (Materials & Labor)	5
8	<u>Subcontractors</u> to be used for this City project. Contractor must submit a list of proposed subcontractors (if any) together with this proposal. Information must include company name, address, phone number, email address, and references on those subcontractors.	10
	Total Points	100

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

4.3 - BOARD DELEGATION OF AUTHORITY TO RANK PROPOSALS

During the Regular Commissioner's meeting held on December 2021 the City Commission approved the following:

- The Competitive Sealed Proposal Method of Construction as the procurement method that offers the best value to the City for this project.
- The City Commissioners delegated their authority to rank the proposals received to Administration.
- Approved the Criteria and points (shown in Section 4.2 of this proposal).

4.4 - BUDGET INFORMATION

The estimated budget for this project is: **\$1,200,000**

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION V
Scope of Work, Options, Specifications and Cost Sheets

For this section:

Please refer to the Architect's documents prepared by the architect firm:

ERO International
135 Paseo Del Prado
Suite 33
Edinburg, TX 78539

They will contain all of the necessary information related to the scope of work, specifications and drawings necessary.

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

PLEASE PROVIDE REFERENCES FOR SIMILAR PROJECTS YOUR COMPANY HAS PERFORMED DURING ANY OF THE LAST FIVE (5) YEARS.
--

1. MUNICIPAL / ENTITY: City of Pharr Fire Station #4
- NAME OF CITY: City of Pharr, Texas
- CITY, STATE, & ZIP CODE: 118 S. Cage Blvd. Pharr, Tx. 78577
- CONTACT PERSON: Ed Wiley
- POSTION / TITLE: Deputy City Manager
- PHONE # / E-MAL ADDRESS: 956-402-4000 o. 956-279-4458 c.
- DESCRIBE THE PROJECT: Fire Station with offices, conference room, kitchen, dayroom, sleeping quarters, truck bays with vehicle exhaust system and emergency generat
- COST OF PROJECT \$ 2,223,765.00
- SIZE of PROJECT 12,225 SQ FT YEAR COMPLETED: 2019
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes
-
2. MUNICIPAL / ENTITY: San Benito CISD Performing Arts Center
- NAME OF CITY: San Benito Consolidated Independent School District
- CITY, STATE, & ZIP CODE: San Benito, Texas 78586
- CONTACT PERSON: Joseph Palacios, President Brighton Group
- POSTION / TITLE: Bond Program Manager
- PHONE # / E-MAL ADDRESS: 956-603-2005 o. 956-250-7122 c. joseph@brightingroup.org
- DESCRIBE THE PROJECT: 1,000 seat performing arts center, including lobby, balcony, practice spaces, back of hosue storage, locker rooms, restrooms, and set construction shop
- COST OF PROJECT \$ 21,231,489.00
- SIZE of PROJECT 53,180 SQ FT YEAR COMPLETED: under construction
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: on time and budget

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: San Benito CISD Natatorium Facility

NAME OF CITY: San Benito Consolidated Independent School District

CITY, STATE, & ZIP CODE: San Benito, Texas 78586

CONTACT PERSON: Joseph Palacios, President Brighton Group

POSTION / TITLE: Bond Program Manager

PHONE # / E-MAL ADDRESS: 956-603-2005 o. 956-250-7122 c. joseph@brightongroup.org

DESCRIBE THE PROJECT: 25 m, 8 lane competition myrtha pool, including warming pool and locker room facilities

COST OF PROJECT \$ 8,866,163.00

SIZE of PROJECT 19,000 SQ FT YEAR COMPLETED: under construction

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: on time & budget

4. MUNICIPAL / ENTITY: Texas Southmost College ITECC Campus Improvements

NAME OF CITY: Brownsville, Texas

CITY, STATE, & ZIP CODE: Brownsville Texas 78520

CONTACT PERSON: Dr. Gisela E. Figueroa

POSTION / TITLE: Vice President for Finance and Administration

PHONE # / E-MAL ADDRESS: 956-849-1377 gisela.figueroa@tsc.edu

DESCRIBE THE PROJECT: Design-Build Services for the finish out of the Welding, Plumbing & Electrical, HVAC and Criminal Justice Program ITECC Campus Spaces

COST OF PROJECT \$ 1,419,490.00

SIZE of PROJECT 10,000 SQ FT YEAR COMPLETED: 2020

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

LIST OF REFERENCES

5 MUNICIPAL / ENTITY: City of Pharr Northside Community Center

NAME OF CITY: City of Pharr

CITY, STATE, & ZIP CODE: Pharr, Texas 78577

CONTACT PERSON: Carlos Del Angel, PMP, CCM

POSTION / TITLE: Senior Project Manager

PHONE # / E-MAL ADDRESS: 956-802-9979 carlos@bstone.biz

DESCRIBE THE PROJECT: 5.31 acre development includes a french garden and reflecting fountain, community center, and outdoor anmphitheater

COST OF PROJECT \$ 7,500,000.00

SIZE of PROJECT 12,900 sf Community Center, 8,150 sf Amphitheater SQ FT YEAR COMPLETED: 2022

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

6. MUNICIPAL / ENTITY: Harlingen CISD Treasure Hills Elementary Phase II Improvements

NAME OF CITY: Harlingen Consolidated Independent School District

CITY, STATE, & ZIP CODE: Harlingen, Texas 78550

CONTACT PERSON: Oscar Tapia

POSTION / TITLE: District Superintendent for Facilities & School Safety

PHONE # / E-MAL ADDRESS: 956-427-3403 oscar.tapia@hcisd.org

DESCRIBE THE PROJECT: Additions and renovations to an existing elementary campus, including site improvements.

COST OF PROJECT \$ 6,798,000.00

SIZE of PROJECT 14,00 sf additions 23,000 sf renovations SQ FT YEAR COMPLETED: 2022

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1



Tab 4 - RFB Sections I thru VI

Section I - Standard Terms & Conditions

Section II - General Information

Section III - Insurance Information

Section IV - Ranking Criteria and Points Valuation

Section V - Scope of Work, Options, Specifications and Cost Sheets

Section VI - References

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

Certificate Number:
2022-963971

Date Filed:
12/13/2022

Date Acknowledged:

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

Davila Construction
McAllen, TX United States

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

City of 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.

RFB No. 23-001-10-06

City of San Juan Parks & Rec Phase I - General Construction Services

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Irene Cardenas, and my date of birth is 03/12/1973.

My address is 509 N 8th St, McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

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

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

Executed in Hidalgo County, State of Texas, on the 13th day of Dec., 2022.
(month) (year)

Paul R. Cronin (month)

Signature of authorized agent of contracting business entity
(Declarant)

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes X No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

12-15-22

Date

Davila Construction, Inc.

Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a **City must** give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: Davila Construction, Inc.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Anthony Vargas

DATE: 12-15-22

******* PLEASE CHECK OFF A SELECTION BELOW *******

() A. My firm is a publicly held corporation. Therefore this reporting requirement is not applicable.

() B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

() C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

12-15-22

Date

Davila Construction, Inc.

Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN
CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein _____.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Anthony Vargas, have read the Standard Terms and Conditions (Section I),
(*Print/Type Name of Company Officer*) General Information (Section II) & Insurance & Bonding requirements (Section III), I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

COMPANY Davila Construction, Inc. EMPLOYER I. D. NUMBER 74-1590992

ADDRESS 2205 N. Jackson Rd.

CITY, STATE, ZIP CODE McAllen, Texas 78501

AREA CODE/TELEPHONE/FAX 956-630-9433 EMAIL tony.vargas@davilaconstruction.com

 _____ SIGNATURE	Senior Project Manager _____ TITLE	12-15-22 _____ DATE
---	--	---------------------------

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

For purposes of complying with the Texas Public Information Act (the “Act”), we are asking that VENDORS interested in submitting a response to a City’s request for bids, proposals or qualifications statements **INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.**

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor’s response, The City of San Juan will seek an opinion from the Texas Attorney General’s Office as required.

This Confidential Disclosure Statement is being made by:

Davila Construction, Inc.

(Vendor Name)

to The City of San Juan for the

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. “Disclosing Party” means a party that discloses Confidential Information under this Request. “Receiving Party” means a party that receives Confidential Information under this Request.
2. “Confidential Information” means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

The signing of Section 7.3 indicates understanding and acceptance of this proposal’s terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 2 of 2)

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; or
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

Davila Construction, Inc. (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☐ NONE of the Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☒ ALL Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#23-005-12-15)

Name of Company or Firm: Davila Construction, Inc.

By: Anthony Vargas Title: Senior Project Manager

Signature:  Date: 12-15-22

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

**CITY OF SAN JUAN
PURCHASING DIVISION**

I, Anthony Vargas the Undersigned, representative of

Davila Construction, Inc.

(company or business name)

located in McAllen, Texas
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Division.

Anthony Vargas

Name of Company Representative (Print)



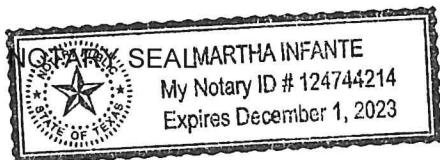
Signature of Company Representative

12-15-22

Date

On this the 13th day of December, 20 22, personally appeared

Anthony Vargas the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.




NOTARY SIGNATURE

12-13-22

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

PURCHASING DEPARTMENT
CITY OF SAN JUAN

I, Anthony Vargas (Person name), the undersigned representative
of Davila Construction, Inc. / 2205 N. Jackson Rd. McAllen, Texas 78501
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

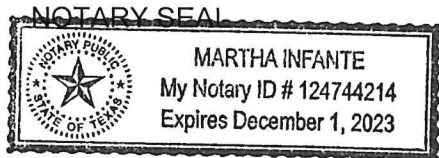
12-13-22

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13th day of December, 20 22, personally appeared

Anthony Vargas the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.




NOTARY SIGNATURE

12-13-22

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.7 - Firm Information and Personnel

1. Name of Firm Davila Construction, Inc.

Address 2205 N. Jackson Rd.

City, State, Zip Code McAllen, Tx. 78501

Phone # 956-630-9433 Fax # _____

Employer I. D. Number 74-1590992 Year Established: 1967

Type of organization:

Partnership _____

Professional corporation _____

Corporation X

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) _____

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name Anthony Vargas

Title Senior Project Manager

Phone # 956-630-9433

E-Mail Address: tony.vargas@davilaconstruction.com

Total Years with this company: 5 Years of Construction Experience: 25

Number of Similar Projects you have been involved with in last five (5) Years: 10

Will this individual be attending the Board meetings? Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

**Please fill out this form and fax or email immediately to
City of San Juan if you intend to submit a proposal.**

Company Name Davila Construction, Inc.

Address 2205 N. Jackson Rd.

City McAllen State Tx. Zip 78501

Telephone Number 956-630-9433

Fax Number _____

Contact Name Anthony Vargas/Tommy Canul

Email Address tony.vargas@davilaconstruction.com
tommy@davilaconstruction.com

Please email this document to evillanueva@goero.com and
lmaldonado@sjtx.us to ensure that you receive any addenda
issued, if any.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Davila Construction, Inc.

Company

Signature

Anthony Vargas, Senior Project Manager

Authorized Representative (Print)

12-15-22

Date

DECLARATION OF COMPLIANCE

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.043, Notification of Criminal History, **the undersigned affirms this firm is ___/is not X owned or operated by anyone who has been convicted of a felony.** This statement is not required by a publicly-held corporation.

Also, pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Item I. Procurement and Suspension and Debarment Compliance requirements under Federal statutes, **the undersigned affirms this firm is ___/is not X suspended or debarred from participation in federal contracts when expenditures to the vendor are in excess of \$25,000 in the aggregate over a twelve month period.**

In accordance with Section 2270.002 of the Texas Government code, by signature hereon, Contractor certifies that it does not boycott **Israel and will not boycott **Israel** during the term of this Contract.**

Davila Construction, Inc.

COMPANY

SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Anthony Vargas

Senior Project Manager

NAME (TYPE OR PRINT)

956-630-9433

TITLE

tony.vargas@davilaconstruction.com

PHONE

12-15-22

FAX

E-MAIL

DATE

FEDERAL ID# OR SOCIAL SECURITY #: 74-1590992

ORDER ADDRESS:

2205 N. Jackson Rd.

McAllen, Texas 78501

956-630-9433

REMITTANCE ADDRESS:

same

same

same

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Davila Construction, Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 520 Bohnam	Requester's name and address (optional)
6 City, state, and ZIP code San Antonio, Texas 78205	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

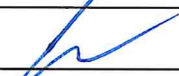
Social security number								
			-					
or								
Employer identification number								
7	4	-	1	5	9	0	9	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 12-15-22
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST

Respondents are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in RFQ packet are to be completed and returned with RFQ.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Adina "Dina" Santillan
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- Leroy Gonzales, Finance Director
- Lori Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this CSP# 21-09-0921. See included example on how the form can be completed.

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;

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.

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.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N
/ 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

12-15-22
Date

**DOCUMENT 00 43 23
ALTERNATES FORM**

1.01 PROPOSAL INFORMATION

- A. Proposer: Davila Construction, Inc..
- B. Project Name: San Juan Parks and Rec Youth Center - Phase 1
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.

1.02 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

1.03 DESCRIPTION

- A. The undersigned Proposer proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Proposer shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Proposer shall indicate "NOT APPLICABLE."
- D. The Proposer shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Splash Pad.
1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
 2. _____ Dollars
(\$_____).
 3. ADD____ DEDUCT____ NO CHANGE____ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Playground Equipment.
1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
 2. _____ Dollars
(\$_____).
 3. ADD____ DEDUCT____ NO CHANGE____ calendar days to adjust the Contract Time for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 15th day of December, 2022.
- B. Submitted By: Davila Construction, Inc. (Insert name of proposing firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Anthony Vargas (Type or print name).
- E. Title: Senior Project Manager (Owner/Partner/President/Vice President).

END OF DOCUMENT

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**SECTION 00 41 00
PROPOSAL FORM**

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
709 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Parks and Rec Youth Center - Phase 1

- B. Architect Project Number: 21052

1.03 DATE: 12-15-22 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

- A. Proposer's Full Name
Davila Construction, INC.

1. Address
2250 N. Jackson Rd.
2. City, State, Zip
McAllen, Tx. 78501

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. _____
_____ dollars

(\$ _____), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
 - 1. The cost of the required performance assurance bonds is _____ dollars (\$ _____), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
 - 1. Complete the Work in 365 calendar days from Notice to Proceed.
 - 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 - 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 - 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 - 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 12-07-22.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

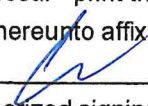
1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

Davila Construction, Inc.

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:



(Authorized signing officer, Title)

(Seal)

Anthony Vargas, Senior Project Manager

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

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Tab 2 - Bid Forms

00 41 00 Proposal Form

00 43 23 Alternates Form

A310TM – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

Davila Construction, Inc.
520 Bonham
San Antonio, TX 78205

SURETY:

Berkley Insurance Company

475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of San Juan
709 S. Nebraska
San Juan, TX 78589

BOND AMOUNT: \$ Five Percent of Greatest Amount Bid by Principal (\$5% GAB)

PROJECT:

(Name, location or address, and Project number, if any)

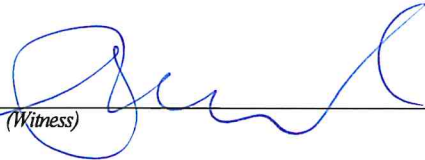
Parks & Rec Youth Center and Park Phase I, West Sioux Rd.
RFP No. 23-005-12-15

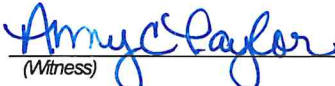
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December 2022


(Witness)


(Witness)

Davila Construction, Inc.

(Principal)

(Title)

Berkley Insurance Company

(Surety)

(Title)

Tammy A. Friddle, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Paul Guenther Adam; Joseph Patrick O'Connor; Peter Severance Batjer; Lisa Welch Friend; Susan Dale Muniz; Alan Sisk; or Tammy A. Friddle of Trimble-Batjer Insurance Associates LLP of San Antonio, TX** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of August, 2022.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of August, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 15th day of December, 2022.



Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

**Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com**

**412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department**

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

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.



Tab 1 - Bid Bond

1	NOTICE OF INTENT TO RESPOND
2	BID BOND & PROPOSAL FORM
3	CITY OF SAN JUAN REQUIRED FORMS
4	RFB SECTIONS I THROUGH VI
5	EXPERIENCE AND REPUTATION QUALITY OF GOODS OR SERVICES
6	TIMELINE
7	CRITERIA & POINTS VALUATION INFORMATION
8	FINANCIAL CAPABILITIES OTHER RELEVANT FACTORS



RFP NO. 23-005-12-15

City of San Juan Parks and Rec Park - Phase 1



Due Date and Time:

Thursday, December 15, 2022 at 4:00 pm CST

COPY

City of San Juan Parks & Rec Ph1 Bid Schedule 121522					Preliminary Bid Schedule (Estimated dates)																			
ID	Task Name	Duration	Start	Finish																				
					Dec 4th Quarter		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		1st Quarter		2nd Quarter							
					E	M	B	E	M	B	E	M	B	E	M	B	E	M	B	E	M	B	E	
1	Contract Award & Preliminary Paperwork	28 days	Thu 12/15/22	Fri 1/27/23																				
2	COSJ Award of Contract	1 day	Thu 12/15/22	Thu 12/15/22	12/15			12/15																
3	Notification of Award	1 day	Tue 12/27/22	Tue 12/27/22	12/27			12/27																
4	City of San Juan Permit Review	10 days	Wed 12/28/22	Thu 1/12/23	12/28			1/12																
5	Contract Draft issued	5 days	Wed 12/28/22	Thu 1/5/23	12/28			1/5																
6	NTP (contingent on Building Permit)	1 day	Fri 1/6/23	Fri 1/6/23				1/6			1/6													
7	Contract Review	5 days	Fri 1/6/23	Thu 1/12/23				1/6			1/12													
8	P&P Bond/Builders Risk	10 days	Fri 1/6/23	Thu 1/19/23				1/6			1/19													
9	Executed Contract	1 day	Fri 1/13/23	Fri 1/13/23				1/13			1/13													
10	Issuance of Demo Permit if necessary	1 day	Fri 1/13/23	Fri 1/13/23				1/13			1/13													
11	Buyout/Preliminary Schedule	10 days	Mon 1/16/23	Fri 1/27/23				1/16			1/27													
12	Pre-Construction meeting	1 day	Wed 1/18/23	Wed 1/18/23				1/18			1/18													
13	Building Permit/Official Notice to Proceed	2 days	Mon 1/16/23	Tue 1/17/23							1/17													
14	Mobilization	17 days	Thu 1/19/23	Fri 2/10/23																				
19	Submittals/Shop Drawings	38 days	Mon 2/6/23	Thu 3/30/23																				
109	Site work & Utilities	90 days	Mon 2/13/23	Thu 6/22/23																				
110	Erosion Control & Construction Entrance	3 days	Mon 2/13/23	Wed 2/15/23				2/13			2/15													
111	Clearing & Grubbing	3 days	Thu 2/16/23	Tue 2/21/23				2/16			2/21													
112	Site Grading	2 wks	Wed 2/22/23	Thu 3/9/23				2/22			3/9													
113	Building pads	3 wks	Fri 3/10/23	Tue 4/4/23				3/10			4/4													
114	Underground Storm Sewer	3 wks	Fri 3/10/23	Tue 4/4/23				3/10			4/4													
115	Detention Ponds & Structures	3 wks	Wed 4/5/23	Mon 5/1/23				4/5			5/1													
116	Underground Sanitary Sewer	3 wks	Tue 5/2/23	Thu 5/25/23				5/2			5/25													
117	Underground Water Lines	2 wks	Fri 5/26/23	Tue 6/13/23				5/26			6/13													
118	Underground Fire Lines	1 wk	Wed 6/14/23	Thu 6/22/23				6/14			6/22													
119	Parking lot subgrade prep	2 wks	Wed 4/5/23	Fri 4/21/23				4/5			4/21													
120	Sleeves	1 wk	Mon 4/24/23	Mon 5/1/23				4/24			5/1													
121	Site Concrete	138 days	Tue 5/2/23	Fri 11/17/23																				
122	Dumpster Pad	1 wk	Tue 5/2/23	Tue 5/9/23				5/2			5/9													

[illegible][illegible]

City of San Juan Parks & Rec Ph1 Bid Schedule 121522					Preliminary Bid Schedule (Estimated dates)													
ID	Task Name	Duration	Start	Finish														
123	Concrete foundation for Pavilion	2 wks	Wed 5/10/23	Thu 5/25/23														
124	Concrete at Exercise area	1 wk	Fri 5/26/23	Mon 6/5/23														
125	Concrete basketball Court	2 wks	Tue 6/6/23	Thu 6/22/23														
126	Light Pole Bases	6 wks	Fri 6/23/23	Mon 8/14/23														
127	Concrete for picnic tables	1 wk	Tue 8/15/23	Tue 8/22/23														
128	Flatwork	10 wks	Wed 8/23/23	Fri 11/17/23														
129	Restroom Building	69 days	Wed 4/5/23	Fri 7/14/23														
130	Plumbing underground	1 wk	Wed 4/5/23	Thu 4/13/23														
131	City Inspections	2 days	Fri 4/14/23	Mon 4/17/23														
132	Trenching/form boards	2 days	Tue 4/18/23	Wed 4/19/23														
133	Termite protection	1 day	Thu 4/20/23	Thu 4/20/23														
134	Concrete Accessories & Reinforcement	2 days	Fri 4/21/23	Mon 4/24/23														
135	Pre-pour Inspections	1 day	Tue 4/25/23	Tue 4/25/23														
136	Concrete Placement	1 day	Wed 4/26/23	Wed 4/26/23														
137	Cure Time	1 wk	Thu 4/27/23	Thu 5/4/23														
138	CMU Walls	1 wk	Fri 5/5/23	Fri 5/12/23														
139	Structural Steel	1 wk	Mon 5/15/23	Mon 5/22/23														
140	Joist & Metal Deck	3 days	Tue 5/23/23	Thu 5/25/23														
141	Roof Dry in	1 day	Fri 5/26/23	Fri 5/26/23														
142	Roofing	3 days	Tue 5/30/23	Thu 6/1/23														
143	Electrical Rough in	3 days	Tue 5/30/23	Thu 6/1/23														
144	HVAC Rough in	3 days	Fri 6/2/23	Tue 6/6/23														
145	Thermal/Moisture Protection	2 days	Wed 6/7/23	Thu 6/8/23														
146	Doors/Hardware	2 days	Fri 6/2/23	Mon 6/5/23														
147	Paint	3 days	Tue 6/6/23	Thu 6/8/23														
148	Electrical trim out/Fixtures	2 days	Fri 6/9/23	Mon 6/12/23														
149	HVAC Trim out	2 days	Fri 6/9/23	Mon 6/12/23														
150	Plumbing Fixtures	3 days	Fri 6/9/23	Tue 6/13/23														
151	Plumbing Access./Fire extinguisher	1 day	Wed 6/14/23	Wed 6/14/23														

Davila Construction, Inc.

Page 2 of 3

December 15, 2022

ID	Task Name	Duration	Start	Finish	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter
					E M B	E M B	E M B	E M B	E M B	E M B	E M B
152	Toilet Partitions & Accessories	2 days	Wed 6/14/23	Thu 6/15/23				6/14	6/15		
153	Davila Punch List	3 days	Wed 6/28/23	Fri 6/30/23				6/28	6/30		
154	ERO/COSJ Punch List	1 wk	Mon 7/3/23	Tue 7/11/23				7/3	7/11		
155	Final Cleaning	1 day	Wed 7/12/23	Wed 7/12/23				7/12	7/12		
156	Final Inspections	2 days	Thu 7/13/23	Fri 7/14/23				7/13	7/14		
157	Parking Lot	51 days	Mon 4/24/23	Thu 7/6/23							
158	Curb and Gutter	2 wks	Mon 4/24/23	Tue 5/9/23				4/24	5/9		
159	Concrete Paving	2 wks	Wed 5/10/23	Thu 5/25/23				5/10	5/25		
160	Irrigation	2 wks	Fri 5/26/23	Tue 6/13/23				5/26	6/13		
161	Landscaping	2 wks	Wed 6/14/23	Fri 6/30/23				6/14	6/30		
162	Parking Lot Striping	3 days	Mon 7/3/23	Thu 7/6/23				7/3	7/6		
163	Misc. Construction	56 days	Mon 6/12/23	Wed 8/30/23							
164	Pavilion Structure	6 wks	Mon 6/12/23	Wed 8/2/23				6/12	8/2		
165	Shade Structure	4 wks	Fri 6/23/23	Thu 7/27/23				6/23	7/27		
166	Soccer Fields	4 wks	Fri 7/28/23	Wed 8/30/23				7/28	8/30		
167	Underground Utilities	54 days	Wed 8/23/23	Wed 11/8/23							
168	Storm Sewer	3 wks	Wed 8/23/23	Mon 9/18/23				8/23	9/18		
169	Sanitary Sewer	3 wks	Tue 9/19/23	Fri 10/13/23				9/19	10/13		
170	Domestic Water Lines	3 wks	Mon 10/16/23	Wed 11/8/23				10/16	11/8		
171	Landscape & Irrigation	72 days	Thu 9/7/23	Thu 12/21/23							
172	Irrigation lines	6 wks	Thu 9/7/23	Fri 10/27/23				9/7	10/27		
173	Landscape plant materials	3 wks	Mon 10/30/23	Mon 11/27/23				10/30	11/27		
174	Seeding & Sod	3 wks	Tue 11/28/23	Thu 12/21/23				11/28	12/21		
175	Substantial Completion	12 days	Thu 12/21/23	Tue 1/9/24							
176	Site Walkthrough and Punch Lists	1 wk	Thu 12/21/23	Mon 1/1/24				12/21	1/1		
177	C of O/Substantial Completion	1 wk	Tue 1/2/24	Tue 1/9/24				1/2	1/9		
178	Final Acceptance	12 days	Thu 1/11/24	Fri 1/26/24							
179	Punchlist work	1 wk	Thu 1/11/24	Thu 1/18/24				1/11	1/18		
180	Final Substantial Completion & Acceptance	1 wk	Fri 1/19/24	Fri 1/26/24				1/19	1/26		

**DOCUMENT 00 43 23
ALTERNATES FORM**

1.01 PROPOSAL INFORMATION

- A. Proposer: Davila Construction, Inc..
- B. Project Name: San Juan Parks and Rec Youth Center - Phase 1
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.

1.02 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

1.03 DESCRIPTION

- A. The undersigned Proposer proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Proposer shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Proposer shall indicate "NOT APPLICABLE."
- D. The Proposer shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Splash Pad.
1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
 2. Two Hundred Forty Five Thousand Dollars
(\$ 245,000.00).
 3. ADD X DEDUCT _____ NO CHANGE 60 calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Playground Equipment.
1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
 2. Four Hundred Seventy Thousand Dollars
(\$ 470,000.00).
 3. ADD X DEDUCT _____ NO CHANGE 60 calendar days to adjust the Contract Time for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 15th day of December, 2022.
- B. Submitted By: Davila Construction, Inc. (Insert name of proposing firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Anthony Vargas (Type or print name).
- E. Title: Senior Project Manager (Owner/Partner/President/Vice President).

END OF DOCUMENT

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**SECTION 00 41 00
PROPOSAL FORM**

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
709 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Parks and Rec Youth Center - Phase 1

- B. Architect Project Number: 21052

1.03 DATE: 12-15-22 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

- A. Proposer's Full Name
Davila Construction, INC.

1. Address
2250 N. Jackson Rd.
2. City, State, Zip
McAllen, Tx. 78501

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. _____
Two Million Eight Hundred Ninety Nine Thousand dollars

(\$ 2,899,000.00), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals. **Thirty one Thousand Five Hundred**
1. The cost of the required performance assurance bonds is _____ dollars (\$ **31,500.00**), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
1. Complete the Work in 365 calendar days from Notice to Proceed.
 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 12-07-22.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

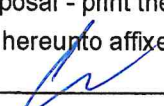
1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

Davila Construction, Inc.

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:



(Authorized signing officer, Title)

(Seal)

Anthony Vargas, Senior Project Manager

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

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CITY OF SAN JUAN
CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

SECTION I
STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL ANY EXCEPTIONS MUST BE IN WRITING.

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the City of San Juan City Hall before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as failure to meet delivery dates and may result in removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be Included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
12. All items offered should be designated "as specified" or "equal".
13. On items designated "equal", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100% of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted. The City of San Juan will perform background checks on each worker that will be working on will be involved and onsite during the term of the project. The cost of fingerprinting will be the responsibility of the awarded vendor.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

12/15/22
Date

E. Lou Grace
Company Name

EG
Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating **City of San Juan PARKS AND REC PARK - PHASE 1**.

2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.

2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.

2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.

2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.

2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.

2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.

2.12.8 Vendor will participate as a team member in cooperation with the project Manager.

2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

12/15/22
Date

E-low Group
Company Name

CB
Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

PLEASE PROVIDE REFERENCES FOR SIMILAR PROJECTS YOUR COMPANY HAS PERFORMED DURING ANY OF THE LAST FIVE (5) YEARS.

1. MUNICIPAL / ENTITY: _____
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
POSTION / TITLE: _____
PHONE # / E-MAL ADDRESS: _____
DESCRIBE THE PROJECT: _____
COST OF PROJECT \$ _____
SIZE of PROJECT _____ SQ FT YEAR COMPLETED: _____
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: _____
2. MUNICIPAL / ENTITY: _____
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
POSTION / TITLE: _____
PHONE # / E-MAL ADDRESS: _____
DESCRIBE THE PROJECT: _____
COST OF PROJECT \$ _____
SIZE of PROJECT _____ SQ FT YEAR COMPLETED: _____
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: _____

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: _____
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
POSTION / TITLE: _____
PHONE # / E-MAL ADDRESS: _____
DESCRIBE THE PROJECT: _____
COST OF PROJECT \$ _____
SIZE of PROJECT _____ SQ FT YEAR COMPLETED: _____
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: _____

4. MUNICIPAL / ENTITY: _____
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
POSTION / TITLE: _____
PHONE # / E-MAL ADDRESS: _____
DESCRIBE THE PROJECT: _____
COST OF PROJECT \$ _____
SIZE of PROJECT _____ SQ FT YEAR COMPLETED: _____
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: _____

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

LIST OF REFERENCES

5 MUNICIPAL / ENTITY:	
NAME OF CITY:	
CITY, STATE, & ZIP CODE:	
CONTACT PERSON:	
POSITION / TITLE:	
PHONE # / E-MAL ADDRESS:	
DESCRIBE THE PROJECT:	
COST OF PROJECT	
\$	SIZE OF PROJECT
SQ FT	YEAR COMPLETED:
WAS PROJECT COMPLETED WITHIN TIME & BUDGET:	

6 MUNICIPAL / ENTITY:	
NAME OF CITY:	
CITY, STATE, & ZIP CODE:	
CONTACT PERSON:	
POSITION / TITLE:	
PHONE # / E-MAL ADDRESS:	
DESCRIBE THE PROJECT:	
COST OF PROJECT	
\$	SIZE OF PROJECT
SQ FT	YEAR COMPLETED:
WAS PROJECT COMPLETED WITHIN TIME & BUDGET:	

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes ✓ No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

12/15/22
Date

B-Law Group
Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1

RFP NO. 23-005-12-15

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a City must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: E-Pow Group, LLC

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): BILBERT WILSON

DATE: 12-15-22

***** PLEASE CHECK OFF A SELECTION BELOW *****

() A. My firm is a publicly held corporation. Therefore this reporting requirement is not applicable.

☒ B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

() C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

12-15-22
Date

E-Pow Group
Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein _____.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Gulbert Ruelas, have read the Standard Terms and Conditions (Section I),
(Print/Type Name of Company Officer) General Information (Section II) & Insurance & Bonding requirements (Section III), I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

COMPANY E-CON GROUP, LLC EMPLOYER I. D. NUMBER 27-0567106
ADDRESS 3025 S. SUGAR RD.
CITY, STATE, ZIP CODE EDINBURG TX 78539
AREA CODE/TELEPHONE/FAX 956-259-8005 EMAIL genriquee@econgroup.us

SIGNATURE TITLE DATE 12-15-22

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

For purposes of complying with the Texas Public Information Act (the "Act"), we are asking that VENDORS interested in submitting a response to a City's request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.

This Confidential Disclosure Statement is being made by:

E-low Group, LLC to The City of San Juan for the
(Vendor Name)

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. "Disclosing Party" means a party that discloses Confidential Information under this Request. "Receiving Party" means a party that receives Confidential Information under this Request.
2. "Confidential Information" means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 2 of 2)

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

E-CON GROUP, LLC (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☐ NONE of the Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☒ ALL Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#23-005-12-15)

Name of Company or Firm: E-CON GROUP, LLC

By: GILBERT ENRIQUETA Title: PRESIDENT

Signature: [Signature] Date: 12-15-20

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

**CITY OF SAN JUAN
PURCHASING DIVISION**

I, GILBERT ENRIQUEZ the Undersigned, representative of
E-CON GROUP, LLC
(company or business name)

located in BOONVILLE, TEXAS
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Division.

GILBERT ENRIQUEZ
Name of Company Representative (Print)

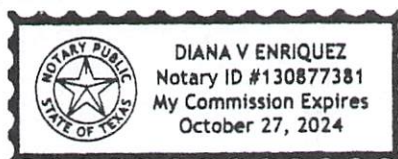
[Signature]
Signature of Company Representative

12-15-22
Date

On this the 15TH day of DECEMBER, 20 22, personally appeared

GILBERT ENRIQUEZ the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

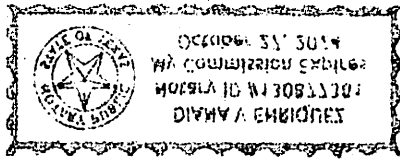


Diana V. Enriquez
NOTARY SIGNATURE

12-15-22
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I



7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

**PURCHASING DEPARTMENT
CITY OF SAN JUAN**

I, Gustavo Enriquez (Person name), the undersigned representative
of E-Col Group / 3085 S. SUGAR RD EDINBURG TX 78539
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

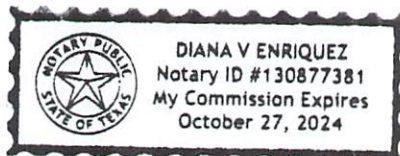
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

12-15-22
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

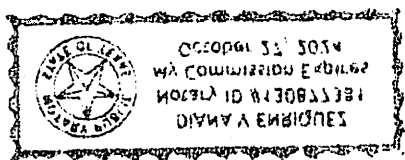
On this the 15th day of DECEMBER, 2022, personally appeared
Gustavo Enriquez the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Diana V. Enriquez
NOTARY SIGNATURE
12-15-22
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1



7.7 - Firm Information and Personnel

1. Name of Firm E-CON Group, LLC
Address 3025 S. SUGAR RD.
City, State, Zip Code BOULBURN TX 78539
Phone # 956 259 8005 Fax # _____
Employer I. D. Number 27-0567106 Year Established: 2009

Type of organization:

Partnership _____

Professional corporation _____

Corporation _____

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) ✓

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name GILBERT GONZALEZ

Title PRESIDENT

Phone # 956 289 8005

E-Mail Address: genriquez@econgroup.us

Total Years with this company: 13 Years of Construction Experience: 25

Number of Similar Projects you have been involved with in last five (5) Years: 3

Will this individual be attending the Board meetings? Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E-Cou Group, LLC

Company



Signature

GUYTON B. BROWN

Authorized Representative (Print)

12-15-22

Date

DECLARATION OF COMPLIANCE

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.043, Notification of Criminal History, the undersigned affirms this firm is ___/is not ☒ owned or operated by anyone who has been convicted of a felony. This statement is not required by a publicly-held corporation.

Also, pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Item I. Procurement and Suspension and Debarment Compliance requirements under Federal statutes, the undersigned affirms this firm is ___/is not ☒ suspended or debarred from participation in federal contracts when expenditures to the vendor are in excess of \$25,000 in the aggregate over a twelve month period.

In accordance with Section 2270.002 of the Texas Government code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

E-Cov Group, LLC
COMPANY

[Signature]
SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Gustavo Enriquez Procurement
NAME (TYPE OR PRINT) TITLE

956.259.8005 genriquez@ecovgroup-llc
PHONE FAX E-MAIL

12-15-22
DATE

FEDERAL ID# OR SOCIAL SECURITY #: 27-0567106

ORDER ADDRESS:

REMITTANCE ADDRESS:

PO Box 2999
EDINBURG TX 78539

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>E-Low Group, LLC</u>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <u>PO Box 2999</u>	
6 City, state, and ZIP code <u>EDINBURG TX 78540</u>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

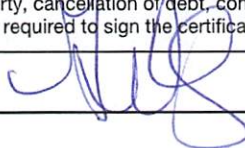
Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► <u>12-15-22</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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.

E-Cow Group, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

12-15-22

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

ECON
3025 S. Sugar Road
Edinburg, TX 78539

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

City of San Juan
709 S. Nebraska Ave.
San Juan, TX 78589

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*

San Juan Parks and Rec Park – Phase I RFP No. 23-005-12-15

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2022

ECON

(Principal)
Gilbert Enriquez, President
(Title)

(Seal)

(Witness)

NGM Insurance Company

(Surety)

(Seal)

(Witness)

Andy Alvarez
(Title)

Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young,**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 15th day of December, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



DOCUMENT 00 43 23
ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- A. Proposer: E-Cow Group, LLC
- B. Project Name: San Juan Parks and Rec Youth Center - Phase 1
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.

1.02 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

1.03 DESCRIPTION

- A. The undersigned Proposer proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Proposer shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Proposer shall indicate "NOT APPLICABLE."
- D. The Proposer shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Splash Pad.
1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
 2. NO BID Dollars
(\$ _____).
 3. ADD ___ DEDUCT ___ NO CHANGE ___ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Playground Equipment.
1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
 2. NO BID Dollars
(\$ _____).
 3. ADD ___ DEDUCT ___ NO CHANGE ___ calendar days to adjust the Contract Time for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 15th day of December, 2022.
- B. Submitted By: E-Can Group LLC (Insert name of proposing firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Guillermo Ruelas (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT

ISSUE FOR BIDDING
11/18/2022

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1**
San Juan, Texas
1 of 3

**SECTION 00 41 00
PROPOSAL FORM**

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
709 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Parks and Rec Youth Center - Phase 1

- B. Architect Project Number: 21052

1.03 DATE: 12-15-22 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

A. Proposer's Full Name E-CON GROUP LLC

1. Address 3025 S. SUGAR RD
2. City, State, Zip EDINBURG TX 78539

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. Four Million & 00/100
_____ dollars

(\$ 4,000,000.00), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
1. The cost of the required performance assurance bonds is THIRTY-SEVEN THOUSAND dollars (\$ 37,000.00), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
1. Complete the Work in 365 calendar days from Notice to Proceed.
 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 12-7-22.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of _____
(Proposal - print the full name of your firm)
was hereunto affixed in the presence of: _____
(Authorized signing officer, Title)
(Seal)

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

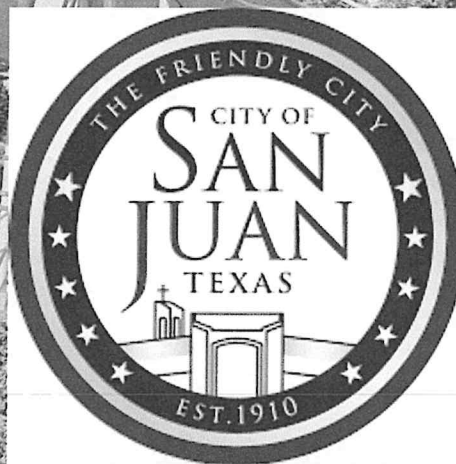
Since 1988

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Athletic, Park, and Playground Equipment

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Playground Designs**



203A State Highway 46 East, Boerne, TX 78006
(972) 488-9355 or (800) 726-1816 | Fax (800) 560-9150

www.playwellgroup.com

Project Introduction

Date: December 15th, 2022

To: Edgar Villarreal, ERO Architects
135 Paseo del Prado,
Edinburg, TX 78539

Submitted By: Diego A. Ortiz - Sales Consultant
Phone: (956)-342-4647
Diego@playwellgroup.com

X Diego Ortiz

Project: **City of San Juan Youth Center & Park**

Thank you for the opportunity to provide a playground design build option for the City of San Juan Youth Center & Park ! Throughout this proposal we believe you will find that we stressed a unique play scape, play value, durability, intergenerational play, inclusiveness, and safety. At Play Craft Systems we take pride in our Quality Craftsmanship and I'm sure you will see that in our Proposal.

Play Well Option:

For our Playground option our goal was to provide a jaw dropping playground that will attract many children to want to play and I believe we did just that! We provided a traditional deck & slide style (5-12 age group) play structure that would also accommodate some ADA inclusiveness in our play structure. Our (5-12) structure showcases our transfer station, two slides, and several different climbing elements to improve motor skills and grip strength in all age groups. Our inclusive system allows for ADA accessibility while focusing on unique panel options. Climbing is the best way to teach a child risk vs reward. Studies have shown that climbing opportunities keep the user engaged for a longer period. Traditional playgrounds (decks, slides...etc.) can become monotonous over time which is a big reason there are so many more climbing features now in the industry. This play system will allow for all age groups and children with different styles of play to be engaged for a long period of time. Our (2-5) structure showcases many of the same great features our 5-12 playground has! Such as a Transfer Station for ADA Accessibility and climbing features, however the 2-5 structures showcases more panels for developing fine motor skills. The 2-5 structure also comes with an included shade integration, for those warm summer days!

Other items include Bamboo/Disk Climbers, two belt swings, play share tots swing, disc swing, poly double slide, driver panels, talk tubes, twister slides, angled net link, snake climber, curved rung ladder, warp rung wall climber, and a Rumble deck. All this amazing Equipment on top of a great safety surfacing of Engineer Wood Fiber and Bonded Rubber!

****We are very capable if any design changes are desired. We are fortunate enough to have an in-house design team as apart of The PlayWell Group. If any changes are desired we can fast-track those changes. We will give input and work in collaboration based on our expertise on what will be best for the City of San Juan ****

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 35413-BER-2022-056

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Playcraft Systems, LLC

123 North Valley Drive

Grants Pass, OR 97526

OWNER:

(Name, legal status and address)

City of San Juan

709 S. Nebraska Avenue

San Juan, TX 78589

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

State of Inc: DE

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

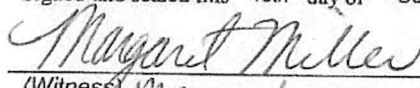
San Juan Parks and Rec Youth Center and Park Phase 1

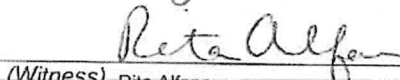
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

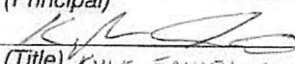
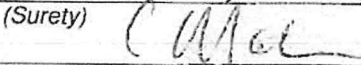
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022


(Witness) Margaret Miller


(Witness) Rita Alfano

Playcraft Systems, LLC
(Principal) _____ (Seal)

(Title) KYLE FAULK, SALES MANAGER
Berkley Insurance Company
(Surety) _____ (Seal)

(Title) Ann Marie Kegne, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-7939i-el

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of January, 2022.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDABEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundaben
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 13th day of December, 2022.

Vincent P. Forte

PROJECT MANUAL

100% Construction Documents
For Bidding and Construction



FOR

City of San Juan San Juan Parks and Rec Youth Center and Park Phase -1

Architect

ERO Architects
135 Paseo del Prado,
Edinburg, TX 78539

ERO Project No. 21052

ISSUE FOR BIDDING
11/18/2022

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1**
San Juan, Texas
1 of 1

**SECTION 000101
PROJECT TITLE PAGE**

**PROJECT MANUAL
FOR
SAN JUAN PARKS AND REC YOUTH CENTER PHASE 1
CITY OF SAN JUAN
W SIOUX RD
PREPARED BY:
ERO ARCHITECTS AND PETER JORDAN
END OF SECTION**

**SECTION 000102
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. The Owner, hereinafter referred to as Owner: City of San Juan

1.02 PROJECT DESCRIPTION

- A. Summary Project Description: Park and Restrooms

1.03 PROCUREMENT TIMETABLE

- A. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.04 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From Owner at the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

ISSUE FOR BIDDING
11/18/2022

SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1
San Juan, Texas
1 of 2

SECTION 000107
SEALS PAGE

ARCHITECTURE (DRAWINGS)
OCTAVIO, CANTU AIA
ERO ARCHITECTS
PO BOX 70428
MCALLEN, TEXAS 78504



ARCHITECTURE (TECHNICAL SPECIFICATIONS)
PETER JORDAN
PETER JORDAN CONSULTANTS

STRUCTURAL
JOEL GALINDO, PE
ERO ARCHITECTS
PO BOX 70428
MCALLEN, TEXAS 78504



MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
FERNANDO GALLEGOS, PE
1101 W. FERGUSON ST.
PHARR, TEXAS 78577



ISSUE FOR BIDDING
11/18/2022

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1**
San Juan, Texas
2 of 2

**LANDSCAPE ARCHITECT
WEN-PING HUNG, ASLA, PLA M2L
ASSOCIATES
8955 KATY FREEWAY, SUITE 300
HOUSTON, TEXAS 77024**



**CIVIL
NADIA M. LOPEZ, PE
SAMES ENGINEERING 200
S. 10TH ST., STE. 1500
MCALLEN, TEXAS 78501**



END OF SECTION

DOCUMENT 00 01 10
TABLE OF CONTENTS

BIDDING REQUIREMENTS – BY OWNER

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	PROJECT TITLE PAGE
00 01 02	PROJECT INFORMATION
00 01 07	SEALS PAGE
00 01 10	TABLE OF CONTENTS
00 01 15	LIST OF DRAWING SHEETS
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 31 00	AVAILABLE PROJECT INFORMATION
00 31 32	GEOTECHNICAL DATA
00 31 32.01	GEOTECHNICAL REPORT
	GEOTECHNICAL REPORT SUPPLEMENT
00 43 23	ALTERNATES FORM
00 52 00	AGREEMENT FORM
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS

SPECIFICATIONS GROUP
General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTION PROCEDURES
01 25 00.01	SUBSTITUTION REQUEST FORM
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 57 00	TEMPORARY CONTROLS
01 60 00	PRODUCT REQUIREMENTS
01 73 00	EXECUTION
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 78 39	PROJECT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND TRAINING
01 89 00	SITE CONSTRUCTION PERFORMANCE REQUIREMENTS

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS
NOT APPLICABLE

DIVISION 03 – CONCRETE

- 03 10 00 CONCRETE FORMING AND ACCESSORIES
- 03 21 00 PLAIN STEEL REINFORCEMENT BARS
- 03 21 00 CONCRETE REINFORCEMENT FOR LANDSCAPE STRUCTURES
- 03 30 00 CAST-IN-PLACE CONCRETE
- 03 31 00 STRUCTURAL CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

- 04 22 00 CONCRETE UNIT MASONRY

DIVISION 05 – METALS

- 05 21 00 STEEL JOIST FRAMING
- 05 31 00 STEEL DECKING
- 05 50 00 METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

- 06 10 53 MISCELLANEOUS ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 07 26 16 UNDER-SLAB VAPOR RETARDER
- 07 41 13.13 FORMED METAL ROOF PANELS
- 07 65 00 FLEXIBLE FLASHING
- 07 92 00 JOINT SEALANTS

DIVISION 08 – OPENINGS

- 08 11 13 HOLLOW METAL DOORS AND FRAMES
- 08 91 19 FIXED LOUVERS

DIVISION 09 – FINISHES

- 09 91 13 EXTERIOR PAINTING
- 09 91 13 POWDER COAT FINISH
- 09 96 00 HIGH-PERFORMANCE COATINGS
- 09 96 23 GRAFFITI-RESISTANT COATINGS
- 09 97 24 PENETRATING LIQUID FLOOR TREATMENT

DIVISION 10 – SPECIALTIES

- 10 14 73 PAINTED SIGNAGE
- 10 21 13.13 METAL TOILET COMPARTMENTS
- 10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
- 10 75 00 FLAGPOLES

DIVISION 11 – EQUIPMENT

- 11 68 13 PLAYGROUND EQUIPMENT (ALTERNATE 02)

DIVISION 12 – FURNISHINGS

- 12 93 00 SITE FURNITURE

DIVISION 13 - SPECIAL CONSTRUCTION

- 13 31 23 FABRIC SHADE STRUCTURE
- 13 34 00 PREFABRICATED PAVILION

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

Facility Services Subgroup

DIVISION 21 FIRE PROTECTION

NOT APPLICABLE

DIVISION 22 - PLUMBING

- 22 05 17 SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
- 22 05 18 ESCUTCHEONS FOR PLUMBING PIPING
- 22 05 23.12 BALL VALVES FOR PLUMBING PIPING
- 22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
- 22 07 19 PLUMBING PIPING INSULATION
- 22 11 16 DOMESTIC WATER PIPING
- 22 13 00 FACILITY SANITARY SEWERAGE
- 22 13 16 SANITARY WASTE AND VENT PIPING
- 22 42 13.13 COMMERCIAL WATER CLOSETS
- 22 42 13.16 COMMERCIAL URINALS
- 22 42 16.13 COMMERCIAL LAVATORIES

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

- 23 31 13 METAL DUCTS
- 23 33 46 FLEXIBLE DUCTS
- 23 37 13.13 AIR DIFFUSERS

DIVISION 25 – INTEGRATED AUTOMATION

- 25 50 00 SPLASH PAD (ALTERNATE 01)

DIVISION 26 - ELECTRICAL

- 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 26 05 73.13 SHORT-CIRCUIT STUDIES
- 26 12 16 DRY-TYPE, MEDIUM-VOLTAGE TRANSFORMERS
- 26 24 16 PANELBOARDS
- 26 27 26 WIRING DEVICES
- 26 51 19 LED INTERIOR LIGHTING
- 26 56 00 SITE LIGHTING
- 26 56 13 LIGHTING POLES AND STANDARDS
- 26 56 19 LED EXTERIOR LIGHTING

DIVISION 27 - COMMUNICATIONS
NOT APPLICABLE

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
NOT APPLICABLE

Site and Infrastructure Subgroup

DIVISION 31 – EARTHWORK

- 31 01 50 EXCAVATION SUPPORT AND PROTECTION
- 31 11 00 CLEARING AND GRUBBING
- 31 20 13 EARTH MOVING FOR BUILDINGS
- 31 23 16 EXCAVATION
- 31 31 16 TERMITE CONTROL
- 31 32 13.19 LIME STABILIZATION

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 32 10 90 LANDSCAPE MAINTENANCE
- 32 11 16 SUBBASE COURSES
- 32 12 13.19 PRIME COAT
- 32 12 16 ASPHALT PAVING
- 32 12 36 SEAL COATS
- 32 16 00 CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS
- 32 17 23 PAVEMENT MARKINGS
- 32 18 16 ENGINEERED WOOD FIBER FALL SURFACE
- 32 18 25 BONDED SHREDDED RUBBER FALL SURFACE
- 32 23 13 CIP CONC LAND STRUCTURES
- 32 31 13 CHAIN LINK FENCES AND GATES
- 32 80 00 IRRIGATION
- 32 91 00 LANDSCAPE SITE PREPARATION
- 32 91 19 LANDSCAPE GRADING AND DRAINAGE
- 32 91 50 TOPSOIL
- 32 92 00 TURFS AND GRASSES
- 32 93 50 PLANTING
- 32 94 00 PLANTING MIX
- 32 94 50 GENERAL USE COMPACT
- 32 95 00 TREE PRESERVATION

DIVISION 33 – UTILITIES

- 33 14 11 WATER UTILITY TRANSMISSION PIPING
- 33 31 00 SANITARY SEWERAGE PIPING

END OF DOCUMENT

ISSUE FOR BIDDING
11/18/2022

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1**
San Juan, Texas
1 of 1

**SECTION 000115
LIST OF DRAWING SHEETS**

GENERAL DRAWINGS

The list of Drawings is provided on the Sheet Index page for San Juan Parks and Rec Youth Center and Park Phase - 1.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

SUMMARY

- 1.1 SEE AIA DOCUMENT A701 (1997 EDITION), INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.**
- 1.2 SEE EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS, FOLLOWING SPECIFICATION SECTION 00 43 01 BID FORM SUPPLEMENTS COVER SHEET.**
- DOCUMENT INCLUDES**

1.3

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in the Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications
 - 1. Qualifications
 - 2. Subcontractors/Suppliers/Others
- E. Bid Enclosures/Requirements
 - 1. Bid Form Signature
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.4 RELATED DOCUMENTS

- A. Document 00 11 13 - Advertisement for Bids.
- B. Document 00 41 00 - Bid Form.
- C. Document 00 43 01 - Bid Form Supplements Cover Sheet.
- D. Document 00 73 00 - Supplementary Conditions:
 - 1. Contract Time identification.
 - 2. Bond types and values.

INVITATION

2.1 BID SUBMISSION

- A. Offers submitted after the above time shall be returned to the bidder unopened.
- B. Offers will be opened publicly immediately after the time for receipt of bids.

2.2 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work for the new San Juan Parks and Rec Youth Center - Phase 1

2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises of general construction Work.

2.4 CONTRACT TIME

- A. Perform the Work in 365 calendar days.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Bid, Offer, or Bidding: Act of submitting an offer.
- B. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 21052 as prepared by ERO Architects who is located at PO Box 70428 McAllen, Texas 78504, and with contents as identified in the Table of Contents.

3.3 AVAILABILITY

- A. COMPLETE PROPOSAL PACKAGE (DRAWINGS & SPECIFICATIONS) may be obtained from the Architect in electronic form by written/email request to evillanueva@goero.com.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.4 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify ERO Architects should the documents be incomplete.
- B. Immediately notify ERO Architects upon finding discrepancies or omissions in the Bid Documents.

3.5 INQUIRIES/ADDENDA

- A. Direct questions to Edgar Villanueva via email at evillanueva@goero.com
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.6 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. When a request to substitute a product is made, ERO Architects may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. Examine the project site before submitting a bid. Walk-through is scheduled for September 8th 2021 immediately after Pre-Bid conference.

4.2 PREBID CONFERENCE

- A. A bidders conference has been scheduled for December 6th, 2022 at 10:00 am at the location of City of San Juan Memorial Library Multipurpose Room, 1010 S. Standard St., San Juan, Texas 78589-2649.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of ERO Architects will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position and previous experience, license to perform work in the State and Texas.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The City of San Juan reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID ENCLOSURES/REQUIREMENTS

6.1 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

ISSUE FOR BIDDING
11/18/2022

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1**
San Juan, Texas
4 of 4

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

OFFER ACCEPTANCE/REJECTION

7.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 45 days after the bid closing date.

7.2 ACCEPTANCE OF OFFER

- A. The City of San Juan reserves the right to accept or reject any or all offers.

END OF INSTRUCTIONS TO BIDDERS

ISSUE FOR BIDDING
11/18/2022

SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1
San Juan, Texas
1 of 3

SECTION 00 41 00
PROPOSAL FORM

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
709 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Parks and Rec Youth Center - Phase 1

- B. Architect Project Number: 21052

1.03 DATE: 12/14/2022 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

- A. Proposer's Full Name Diego A. Ortiz (The Play Well Group Inc.)

1. Address 203a TX-46 E.

2. City, State, Zip Boerne, TX 78006

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. _____

Bidding an Alternative option dollars

(\$ _____), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
 - 1. The cost of the required performance assurance bonds is _____ dollars (\$_____), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
 - 1. Complete the Work in 365 calendar days from Notice to Proceed.
 - 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 - 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 - 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 - 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 01 Dated 12/07/2022.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

The Play Well Group Inc.

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

Diego Ortiz Territory Project Manager / Sales Consultant
(Authorized signing officer, Title)

(Seal) Maria Pineda Manager
(Authorized signing officer, Title)

- 1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

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**SECTION 003100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
- B. Geotechnical Report: Entitled City of San Juan Parks and Recreation Youth Center dated July 27, 2022 and Supplemental Report.
 - 1. Original copy is available for inspection at Owner's offices during normal business hours and a copy of the report is attached following end of this section.
 - 2. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - 3. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.

1.02 PERMITS

- A. Owner has obtained the following permits and/or approvals, that are required to be secured prior to commencement of construction work on this project:
 - 1. Building Permit for all trades.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - 2. Pay required fees.
 - 3. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
 - 4. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

SECTION 00 31 32
GEOTECHNICAL DATA

1.01 GEOTECHNICAL REPORT

- A. A geotechnical investigation was undertaken by the Owner's geotechnical consultant, Raba Kistner Consultants, Inc., 800 East Hackberry, McAllen, Texas 78501. The results of the investigation and the recommendations of the geotechnical consultant are contained in the following documents:
1. Geotechnical Engineering Study for Proposed
City of San Juan Parks and Recreation Youth Center
San Juan, Hidalgo County, Texas
Project No. AMA22-034-00
Prepared for Mr. Danial Tijerina, Planning Director, City of San Juan
July 27, 2022
 2. Supplemental Recommendations to the Geotechnical Engineering
Study for Proposed City of San Juan Parks and Recreation Youth Center
San Juan, Hidalgo County, Texas
Project No. AMA22-034-00
Prepared for Mr. Danial Tijerina, Planning Director, City of San Juan
October 20, 2022
- B. Copies of this report and the subsequent supplemental recommendations and addenda are attached and shall be referred to for a complete description of the conditions at the site.

1.02 CONTRACTOR'S USE OF GEOTECHNICAL DATA

- A. These reports were obtained only for the Owner's use in designing foundations, and parking area and are not a part of the Contract Documents. The reports and log of borings is available for the Contractor's information, but are not a warranty of the subsurface conditions. The Contractor may use the reports at his own risk.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. The Contractor shall review the applicable portions of geotechnical investigations / recommendations and the technical sections of this Project Manual. The Architect shall be notified of any discrepancies immediately. In the event of a conflict between the applicable portions of the geotechnical investigations and the technical sections, the stricter requirement shall govern.

ISSUE FOR BIDDING
11/18/2022

SAN JUAN PARKS & RECREATION CENTER - PHASE I
CITY OF SAN JUAN
San Juan, Texas
2 of 2

- D. The Contractor shall visit the site and acquaint himself with site conditions. Prior to bidding, the Contractor may make his own subsurface investigation to satisfy himself with site and subsurface conditions.
- E. Make no deviations from the recommendations of the geotechnical investigation and the requirements of the Contract Documents without specific and written approval of the Owner or Architect.

END OF SECTION

DOCUMENT 00 43 23
ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- A. Proposer: The Play Well Group Inc.
- B. Project Name: San Juan Parks and Rec Youth Center - Phase 1
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.

1.02 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

1.03 DESCRIPTION

- A. The undersigned Proposer proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Proposer shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Proposer shall indicate "NOT APPLICABLE."
- D. The Proposer shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Splash Pad.
1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
2. _____ Dollars
(\$_____).
3. ADD____ DEDUCT____ NO CHANGE____ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Playground Equipment.
1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE X.
2. six hundred forty thousand one hundred seventy two dollars and seven cents. Dollars
(\$ 640,172.07).
3. ADD____ DEDUCT____ NO CHANGE X calendar days to adjust the Contract Time for this alternate.

Install: \$111,387.89 Product: \$528,784.18

Playwell Quoted alternative equipment but all possible product we could provide. (See attached Quote)

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 15 day of December, 2022.
- B. Submitted By: The Play Well Group Inc. (Insert name of proposing firm or corporation).
- C. Authorized Signature: Diego Ortiz (Handwritten signature).
- D. Signed By: Diego Ortiz (Type or print name).
- E. Title: Sales Consultant / Territory Project Manager (Owner/Partner/President/Vice President).

END OF DOCUMENT

Price Break Down

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East
Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates; however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20875 Purchase Order #: _____

Signature: _____ Date: _____



www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20875

12/15/2022

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

City of San Juan
Account Payable
709 South Nebraska Avenue
San Juan, TX 78589

Phone: (956) 223-2200

SHIP TO:

City of San Juan
San Juan Youth Center and Park
Recreation Installation-David Robertson
604 W Sioux Road
San Juan, TX 78589

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	50% DOWN/BAL ON COMPL	DAO	HIDALGO		1/15/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023	1	0.00	0.00	0.00T
	PLAYCRAFT				
R5H6CA51A	RH5 CUSTOM PLAY SYSTEM	1	42280.00	40,166.00	40,166.00T
R50B29BFA	R5 CUSTOM PLAY SYSTEM	1	31992.00	30,392.40	30,392.40T
PC-2900-6	DISC CLIMBER-72IN	13	1692.00	1,607.40	20,896.20T
PC-2900-5	DISC CLIMBER-60IN	16	1509.00	1,433.55	22,936.80T
PC-2900-4	DISC CLIMBER-48IN	15	1324.00	1,257.80	18,867.00T
PC-2120	8' ARCH SWING BAY (2 SEAT)	1	3839.00	3,647.05	3,647.05T
PC-2120-1-AB	8' ARCH SWING BAY (1 SEAT) AB	1	2272.00	2,158.40	2,158.40T
PC-131510-II	PLAYSHARE TOTS SWING SEAT	1	1350.00	1,282.50	1,282.50T
PC-313010	BELT SEAT	2	172.00	163.40	326.80T
PC-2015	DISC SWING	1	7350.00	6,982.50	6,982.50T
SHIP	SHIPPING & HANDLING	1	15218.08	15,218.08	15,218.08T
	ULTRASITE				
238-P8	8' EXTRA HEAVY DUTY TABLE-PERFORATED	5	1594.00	1,514.30	7,571.50T
238H-P8	8' DOUBLE SIDED EXTRA HEAVY DUTY ADA TABLE, PERFORATED	4	1594.00	1,514.30	6,057.20T
TEX-32	32 GALLON TRASH RECEPTACLE ONLY-DIAMOND-THERMOPLASTIC FINISH	8	454.00	431.30	3,450.40T
TFTR-32-08	32 GALLON ROLLED FLAT TOP LID WITH A 8" OPENING -THERMOPLASTIC	8	181.00	171.95	1,375.60T
PL-32	32 GALLON CAPACITY BLACK PLASTIC LINER	8	81.00	76.95	615.60T
PSM KIT	SURFACE MOUNT KIT FOR TRASH RECEPTACLE POWDER COAT BLACK	8	90.00	85.50	684.00T
5811SM	SURFACE MOUNT CONTEMPORARY LOOP BIKE RACK 11'-4" LONG, 2-3/8" O.D. PIPE	1	1323.00	1,256.85	1,256.85T
2603S-2	6" RD BOLLARD 3FT INGROUND WITH 2 CHAIN LOOP P/C	8	449.00	426.55	3,412.40T
965SM-V6	6' CONTOUR BENCH WITH BACK-SURFACE MOUNT-SLAT	2	1409.00	1,338.55	2,677.10T



www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20875

12/15/2022

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

City of San Juan
Account Payable
709 South Nebraska Avenue
San Juan, TX 78589

Phone: (956) 223-2200

SHIP TO:

City of San Juan
San Juan Youth Center and Park
Recreation Installation-David Robertson
604 W Sioux Road
San Juan, TX 78589

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	50% DOWN/BAL ON COMPL	DAO	HIDALGO		1/15/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
SHIP	SHIPPING & HANDLING	1	3812.68	3,812.68	3,812.68T
P-1000/S B13	PILOT ROCK	2	755.00	717.25	1,434.50T
SHIP	LARGE DOUBLE GRATE GRILL IN GROUND MOUNT SHIPPING & HANDLING	1	524.36	524.36	524.36T
1527G	PW ATHLETICS BASKETBALL GOOSENECK POST. 5 9/16" O.D., 6' OFFSET, GALVANIZED	2	1748.00	1,660.60	3,321.20T
27	BASKETBALL BACKBOARD 42" H X 54" W, POLYCARBONATED WITH ALUMINUM FRAME AND WHITE TARGET	2	2535.00	2,408.25	4,816.50T
41	BASKETBALL RIM-BREAK AWAY EXTRA HEAVY DUTY DOUBLE RIM WITH UNIVERSAL MOUNT PLATE (NET SOLD SEPARATELY)	2	299.00	284.05	568.10T
34	BASKETBALL NETS-SUPER NYLON NET (FITS RIMS 39, 41, 45)	2	18.00	17.10	34.20T
2224-01G	COMBINATION FOOTBALL/SOCCER GOALS-GOAL-2-7/8" O.D.-23'4" WIDE GOAL WITH 2 NET SUPPORTS-GALVANIZED	1	5642.00	5,359.90	5,359.90T
8367-W	8'X24' PREMIUM DUTY SOCCER NET - 1 PAIR	2	464.00	440.80	881.60T
8302-36-4	GROUND SLEEVES FOR POSTS-SET OF 4 GROUND SLEEVES FOR 2-7/8" UP TO 3" O.D.X36" WITHOUT CAP	1	957.00	909.15	909.15T
8301-24-4	SET OF 4 GROUND SLEEVES FOR 2-3/8" O.D. X 24" WITHOUT A CAP	1	317.00	301.15	301.15T
SHIP	SHIPPING & HANDLING	1	4118.20	4,118.20	4,118.20T
UBX221-01	GREENFIELDS BACK EXTENSION PRO-COLOR: GREEN	1	3326.67	3,160.34	3,160.34T
P00092-01	CUSTOM-2" EXTENSION/RISER-UBX MAIN POST-FOR UBX221	1	340.00	323.00	323.00T



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800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20875

12/15/2022

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

City of San Juan
Account Payable
709 South Nebraska Avenue
San Juan, TX 78589

Phone: (956) 223-2200

SHIP TO:

City of San Juan
San Juan Youth Center and Park
Recreation Installation-David Robertson
604 W Sioux Road
San Juan, TX 78589

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION	
	50% DOWN/BAL ON COMPL	DAO	HIDALGO		1/15/2023	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL	
UBX223-01	SIT-UP BENCH-COLOR: GREEN	1	3593.33	3,413.66	3,413.66T	
UBX244-01	TRICEP PRESS (ADJUSTABLE RESISTANCE)	1	7993.33	7,593.66	7,593.66T	
UBX246-01	CHEST PRESS (ADJUSTABLE RESISTANCE) (SURFACE MOUNT)	1	7993.33	7,593.66	7,593.66T	
	COLOR:GREEN					
UBX248-01	SHOULDER PRESS (ADJUSTABLE RESISTANCE)	1	7993.33	7,593.66	7,593.66T	
UBX289-01	UPRIGHT BIKE (WITH RESISTANCE)	1	3460.00	3,287.00	3,287.00T	
UBX290-01	ROWER (ADJUSTABLE RESISTANCE)	1	7993.33	7,593.66	7,593.66T	
UBX292-01	STEPPER (ADJUSTABLE RESISTANCE)	1	9326.67	8,860.34	8,860.34T	
SHIP	SHIPPING & HANDLING	1	5397.74	5,397.74	5,397.74T	
	MOST DEPENDABLE FOUNTAINS					
440 SMSSFA	440 SMSSFA ADA DRINKING FOUNTAIN-COLOR: GREEN	1	4213.33	4,002.66	4,002.66T	
PET FTN ATT SMS	PET FOUNTAIN ATTACHED TO SM SS FTN	1	1386.67	1,317.34	1,317.34T	
SHIP	SHIPPING & HANDLING	1	736.75	736.75	736.75T	
	CEDAR FOREST					
ROGS 3040-SG	RECTANGULAR OPEN GABLE SHELTER-30'X40' SPLIT GABLE WITH 9' EAVE TONGUE AND GROOVE-STANDING SEAM-ROUND COLUMNS	1	105266.66	100,003.33	100,003.33T	
	SEALED ENGINEERED DRAWINGS	1	1000.00	950.00	950.00T	
SED CFP	SHIPPING & HANDLING	1	8021.67	8,021.67	8,021.67T	
	MODERN SHADE					
MS-TRI SAIL	TRIANGLE SAIL CLUSTER	1	36050.67	34,248.14	34,248.14T	
	SAIL 1-34'X34'X46'-HEIGHT-10', 11', 18'					
	SAIL 2-30'X30'X34'-HEIGHT-10', 11', 15'					
	SAIL 3-30'X34'X43'-HEIGHT-10', 11', 17'					
	36"X10' PIERS WITH (12) #8 VERTICALS; #4 RINGS AT 12" O.C.					



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CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION	
	50% DOWN/BAL ON COMPL	DAO	HIDALGO		1/15/2023	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL	
MS-26X30	4 POST HIP-26'X30'-HEIGHT 10'-DIG-NO SHARED COLUMNS-SEALED ENGINEERED DRAWINGS-24"X6' PIERS WITH (6) #8 VERTICALS; #3 RINGS AT 12" O.C.	1	8656.00	8,223.20	8,223.20T	
SED MODERN SHIP	SEALED ENGINEERED DRAWINGS SHIPPING & HANDLING	1	3600.00	3,420.00	3,420.00T	
		1	2008.66	2,008.66	2,008.66T	
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00	0.00T	
BOND RUBBER-FL...	BONDED RUBBER MULCH-2" THICKNESS FOR EXERCISE AREA	1,500	16.00	15.20	22,800.00T	
BOND RUBBER-FL...	BONDED RUBBER MULCH-4" THICKNESS FOR AREA TO THE RIGHT OF PLAYGROUND DELIVERED PRICING FIBAR	1,500	18.00	17.10	25,650.00T	
FIBER-FIBAR SHIP	ENGINEERED WOOD FIBER SHIPPING & HANDLING	315	28.31	26.89	8,470.35T	
		1	15256.15	15,256.15	15,256.15T	
FIBER DELY-FIBAR	FIBER DELIVERY FIBAR-The area where the wood fiber is to be delivered must be accessible to trucks and trailers for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify SafeSurf as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge.	1	0.00	0.00	0.00T	
BOND	PERFORMANCE & PAYMENT BOND	1	22803.29	22,803.29	22,803.29T	



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CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION	
	50% DOWN/BAL ON COMPL	DAO	HIDALGO	1/15/2023	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	COLORS TO BE DETERMINED **PLEASE NOTE IF YOU ARE TAX EXEMPT, ALL TAXES WILL BE REMOVED ONCE WE RECEIVE YOUR TAX EXEMPT CERTIFICATE**				

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

SUBTOTAL \$528,784.18

SALES TAX (6.75%) \$35,692.93

TOTAL \$564,477.11

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East
Boerne, TX 78006

Colorado Sales Office
11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWorks's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9561 Purchase Order #: _____

Signature: _____ Date: _____



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Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
9561

12/15/2022

BILL TO:

City of San Juan
Accounts Payable
709 South Nebraska Avenue
San Juan, TX 78589

Phone: (956) 223-2200

INSTALLATION SITE:

City of San Juan
San Juan Youth Center and Park
604 W Sioux Roas
San Juan, TX 78589

Phone: (956) 223-2200

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	50% DOWN/BAL ON COMPL	DAO	HIDALGO	1/15/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023	1	0.00	0.00
	DELIVERED AND INSTALLED BY RECREATION			
	INSTALLATION			
INSTALL-REC	INSTALLATION OF CUSTOM PLAY SYSTEM R5H6CA51A	1	11,592.90	11,592.90
INSTALL-REC	INSTALLATION OF CUSTOM PLAY SYSTEM R50B29BFA	1	8,772.00	8,772.00
INSTALL-REC	INSTALLATION OF DISC CLIMBER-72IN	13	463.94	6,031.22
INSTALL-REC	INSTALLATION OF DISC CLIMBER-60IN	16	413.76	6,620.16
INSTALL-REC	INSTALLATION OF DISC CLIMBER-48IN	15	363.03	5,445.45
INSTALL-REC	INSTALLATION OF 8' ARCH SWING BAY (2 SEAT)	1	1,052.63	1,052.63
INSTALL-REC	INSTALLATION OF 8' ARCH SWING BAY (1 SEAT) AB	1	622.97	622.97
INSTALL-REC	INSTALLATION OF PLAYSHARE TOTS SWING SEAT	1	370.16	370.16
INSTALL-REC	INSTALLATION OF BELT SEAT	2	47.16	94.32
INSTALL-REC	INSTALLATION OF DISC SWING	1	2,015.33	2,015.33
INSTALL-REC	INSTALLATION OF 8' EXTRA HEAVY DUTY TABLE PERFORATED	5	437.06	2,185.30
INSTALL-REC	INSTALLATION OF 8' DOUBLE SIDED EXTRA HEAVY DUTY ADA TABLE-PERFORATED	4	437.06	1,748.24
INSTALL-REC	INSTALLATION OF 32 GALLON TRASH RECEPTACLE ONLY-DIAMOND-THERMOPLASTIC	8	124.48	995.84
INSTALL-REC	INSTALLATION OF 32 GALLON ROLLED FLAT TOP WITH A 8" OPENING-THERMOPLASTIC	8	49.63	397.04
INSTALL-REC	INSTALLATION OF 32 GALLON PLASTIC LINER	8	22.21	177.68
INSTALL-REC	INSTALLATION OF SURFACE MOUNT KIT FOR TRASH RECEPTACLE	8	24.67	197.36
INSTALL-REC	INSTALLATION OF SURFACE MOUNT CONTEMPORARY DOUBLE SIDED 11'-4" LONG-2-3/8" BIKE RACK	1	362.76	362.76
INSTALL-REC	INSTALLATION OF 6" BOLLARD-3' INGROUND WITH 2 CHAIN LOOP	8	123.11	984.88
INSTALL-REC	INSTALLATION OF 6' CONTOUR BENCH WITH BACK	2	386.34	772.68



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CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	50% DOWN/BAL ON COMPL	DAO	HIDALGO	1/15/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
INSTALL-REC	INSTALLATION OF LARGE GROUP GRILLS-28"X36"X10"-1008 SQUARE INCH-ONE SHELF INCLUDED-EMBEDDED BASE	2	207.02	414.04
INSTALL-REC	INSTALLATION OF BACK EXTENSION PRO	1	684.11	684.11
FAB FIBAR	INSTALLATION OF EWF	315	15.35	4,835.25
INSTALL-REC	PURCHASE AND INSTALLATION OF FABRIC	8,500	0.55	4,675.00
INSTALL-REC	INSTALLATION OF CUSTOM 2" EXTENSION/RISER-UBX MAIN POST FOR UBX221	1	69.92	69.92
INSTALL-REC	INSTALLATION OF SIT-UP BENCH	1	738.95	738.95
INSTALL-REC	INSTALLATION OF TRICEP PRESS	1	1,643.79	1,643.79
INSTALL-REC	INSTALLATION OF CHEST PRESS	1	1,643.79	1,643.79
INSTALL-REC	INSTALLATION OF SHOULDER PRESS	1	1,643.79	1,643.79
INSTALL-REC	INSTALLATION OF UPRIGHT BIKE	1	711.53	711.53
INSTALL-REC	INSTALLATION OF ROWER	1	1,643.79	1,643.79
INSTALL-REC	INSTALLATION OF STEPPER	1	1,917.99	1,917.99
INSTALL-REC	INSTALLATION OF BASKETBALL GOALS	2	877.42	1,754.84
INSTALL-REC	INSTALLATION OF SOCCER GOALS	2	877.42	1,754.84
INSTALL-REC	INSTALLATION OF WATER FOUNTAIN ***DOES NOT INCLUDE DRAIN OR WATER LINE - MUST BE PROVIDED***	1	548.38	548.38
INSTALL-REC	INSTALLATION OF TRIANGLE SAIL CLUSTER-SAIL 1-34'X34'X46'-HEIGHT-10', 11', 18'-SAIL 2-30'X30'X34'-HEIGHT-10', 11', 15'-SAIL 3-30'X34'X43'-HEIGHT-10', 11', 17'-36"X10' PIERS WITH (12) #8 VERTICALS; #4 RINGS AT 12" O.C.	1	17,548.39	17,548.39
INSTALL-REC	INSTALLATION OF 4 POST HIP-26'X30'-HEIGHT 10'-DIG-NO SHARED COLUMNS-SEALED ENGINEERED DRAWINGS-24"X6' PIERS WITH (6) #8 VERTICALS; #3 RINGS AT 12" O.C.	1	7,896.78	7,896.78
INSTALL-REC	INSTALLATION OF RECTANGULAR OPEN GABLE SHELTER-30'X40' SPLIT GABLE WITH 9' EAVE TONGUE AND GROOVE-STANDING SEAM-ROUND COLUMNS	1	10,823.79	10,823.79



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CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	50% DOWN/BAL ON COMPL	DAO	HIDALGO	1/15/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
PERMITS	***DOES NOT INCLUDE CONCRETE SLAB UNDERNEATH - PIERS AND STRUCTURE ONLY*** PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges. ***CONTRACTOR HAS TO PROVIDE CURB AND CONCRETE/COMPACTED STONE TO PROPER GRADE***	1	0.00	0.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$111,387.89

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

SAN JUAN YOUTH CENTER AND PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	3/3	0	6/2	4/2

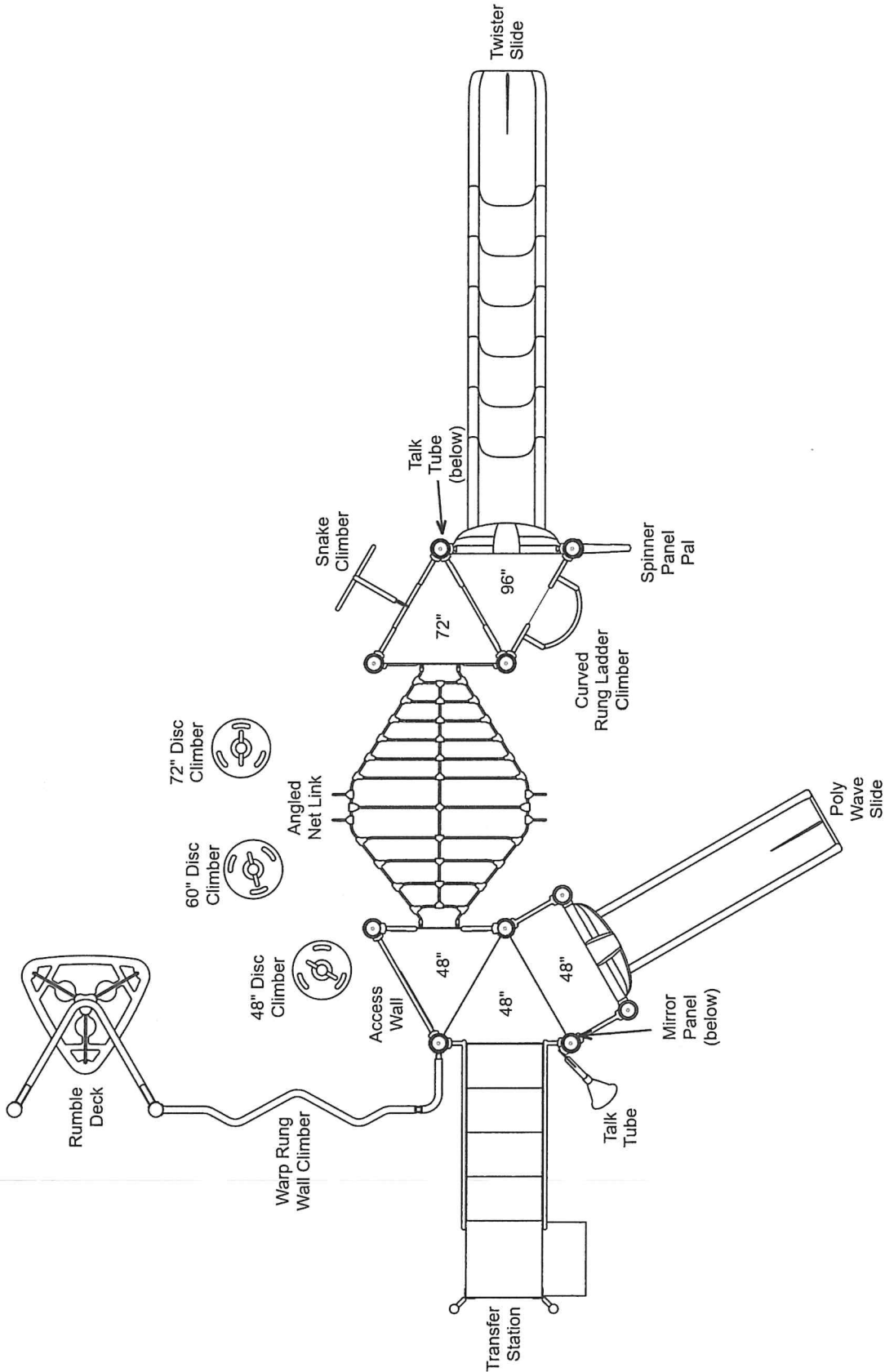
FOR KIDS
AGES
5-12

RH5

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R5H6CA51A
PROJECT#: PWG22D3BFDB
DATE: 12/14/2022

PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 50' x 36'

SAN JUAN YOUTH CENTER AND PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0	8/2	3/2

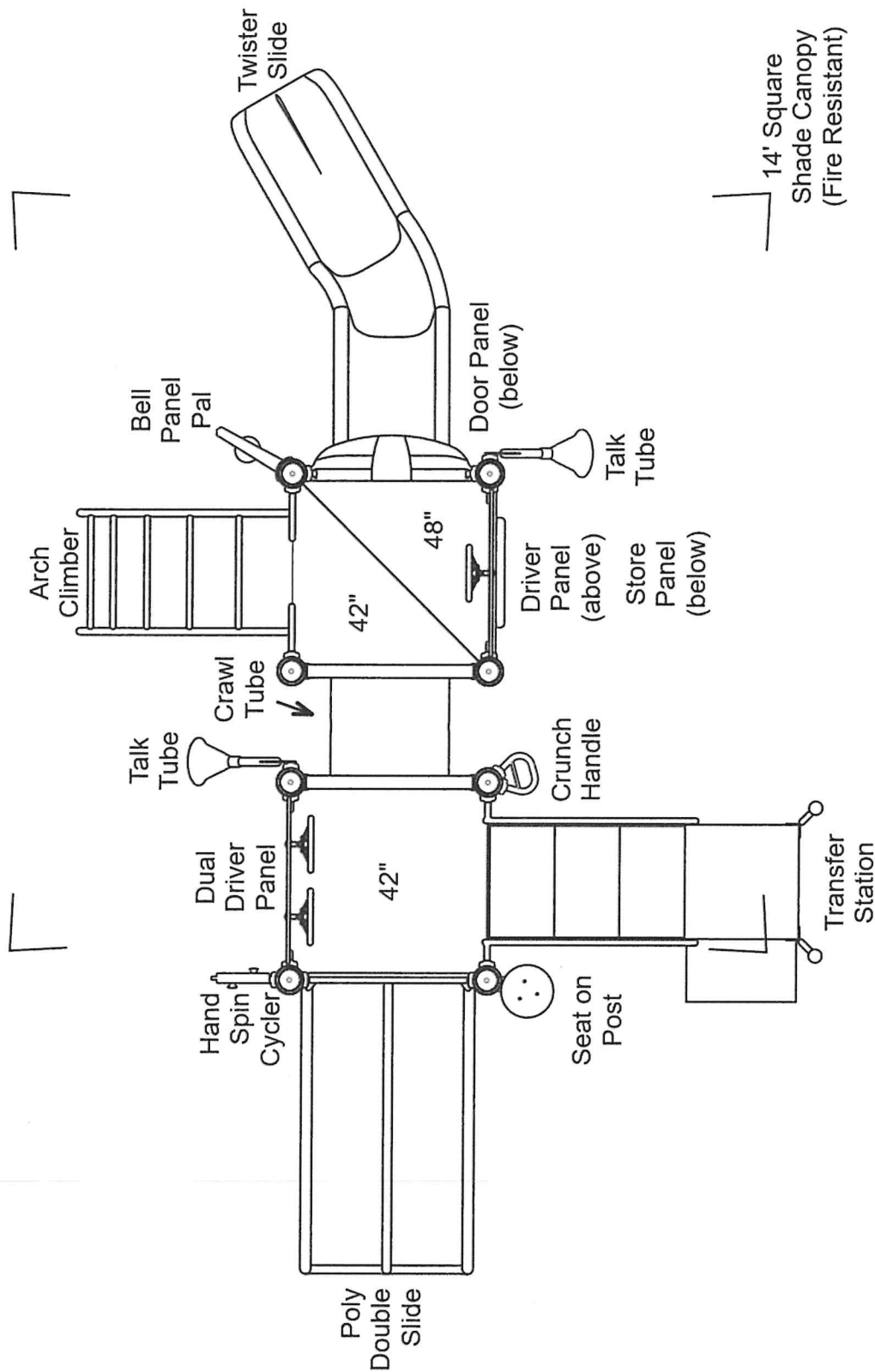
FOR KIDS
AGES
2-5

R5

GENERAL NOTES:

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STRUCTURE#: R50B29BFA
PROJECT#: PWG22D3BFD8
DATE: 12/14/2022

PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 35' x 27'

SAN JUAN YOUTH CENTER AND PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

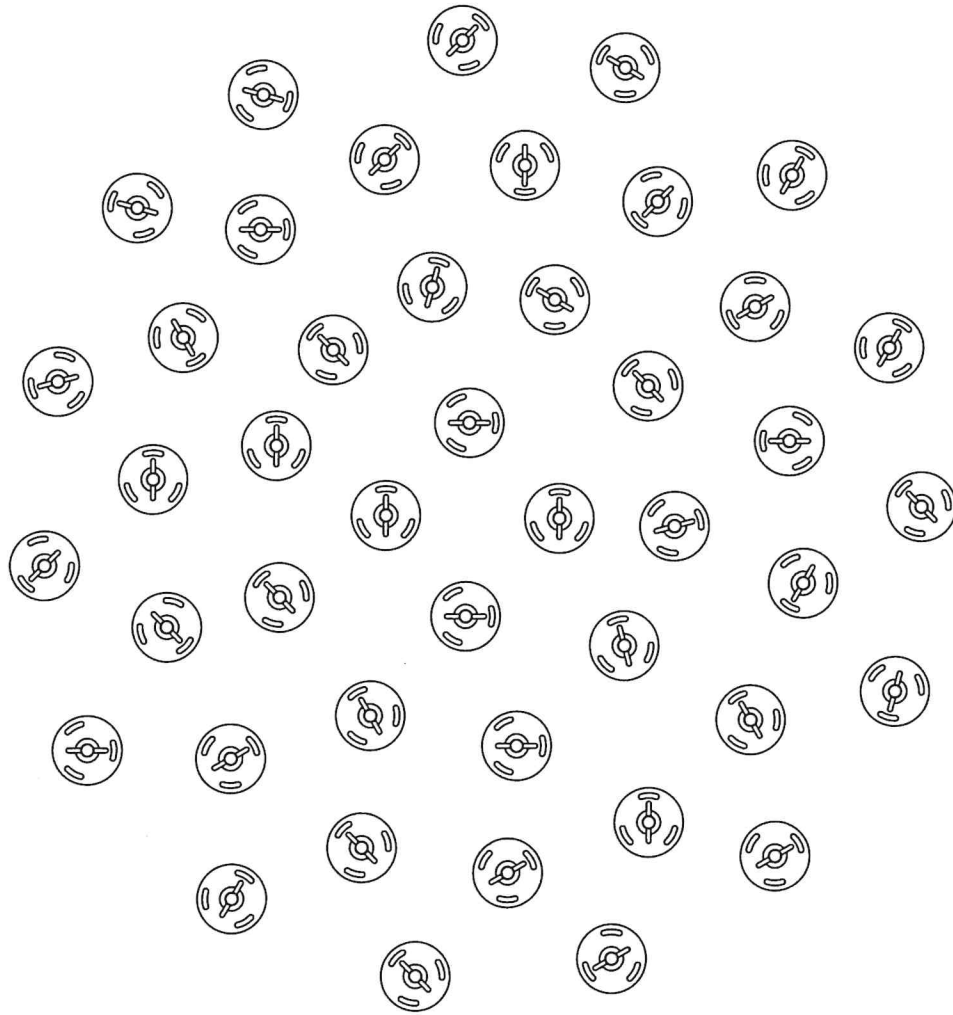
This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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(13) PC 2900-6
DISC
CLIMBERS

(16) PC 2900-5
DISC
CLIMBERS

(15) PC 2900-4
DISC
CLIMBERS



STRUCTURE#: FREAB7E7A
PROJECT#: PWG22D38FDB
DATE: 12/14/2022

PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 37' x 35'

SAN JUAN YOUTH CENTER AND PARK TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	3/0	1/0

FOR KIDS
AGES
2-5

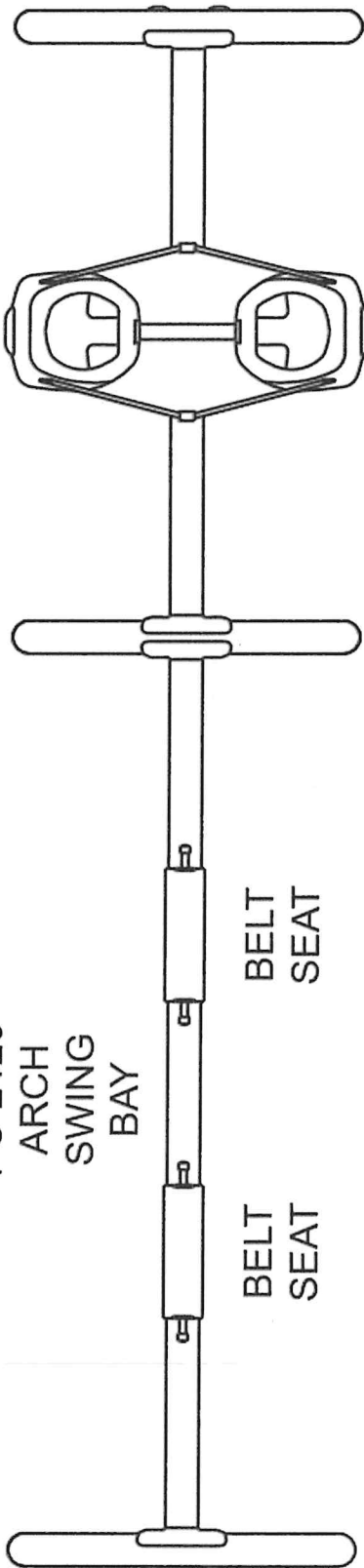
GENERAL NOTES:

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PC-2120-1
ARCH
SWING
ADD BAY

PC-2120
ARCH
SWING
BAY



PLAYSHARE
TOTS SWING
SEAT

STRUCTURE#: FREPC2120+AB
PROJECT#: PWG22D3BFDB
DATE: 12/14/2022

PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 32' x 31'

SAN JUAN YOUTH CENTER AND PARK **TOP VIEW**

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

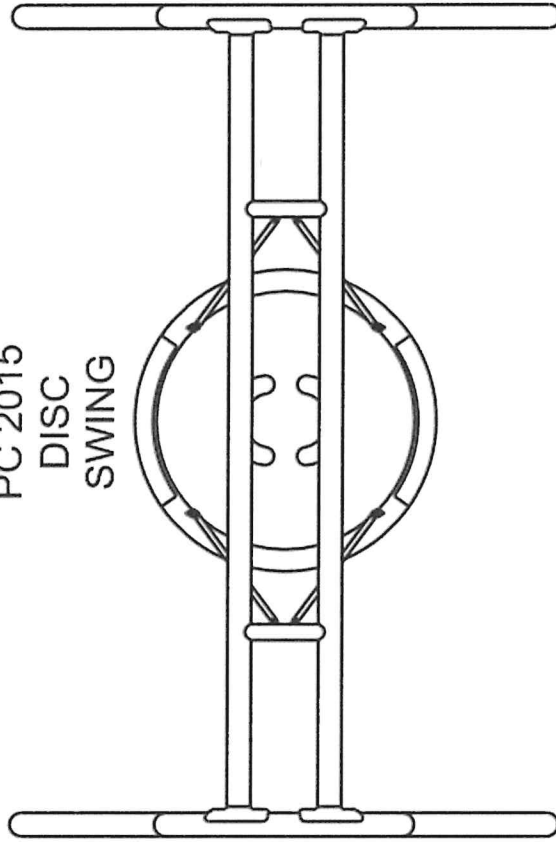
FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.

**PC 2015
 DISC
 SWING**



STRUCTURE#: FREPC2015
 PROJECT#: PWG22D3BFDB
 DATE: 12/14/2022

PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 23' x 29'

SAN JUAN YOUTH CENTER AND PARK SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	9/6	0	19/4	5/3

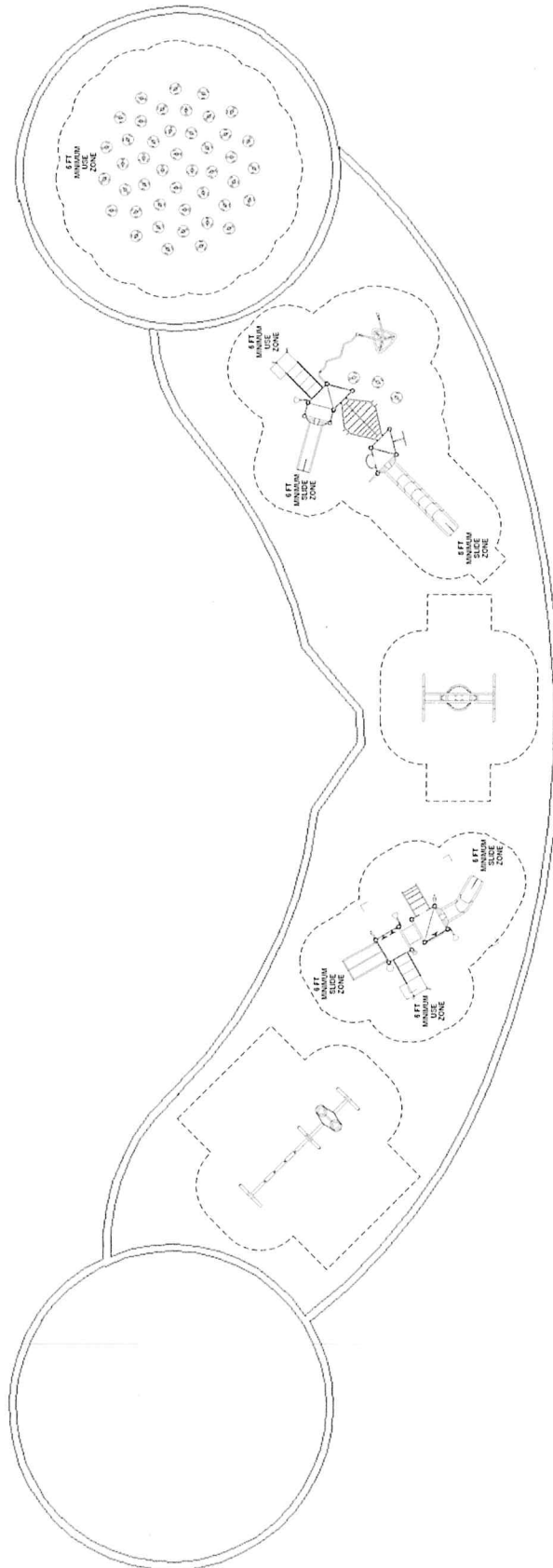
FOR KIDS
AGES
R5
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: PWG22D38FDB
DATE: 12/14/2022

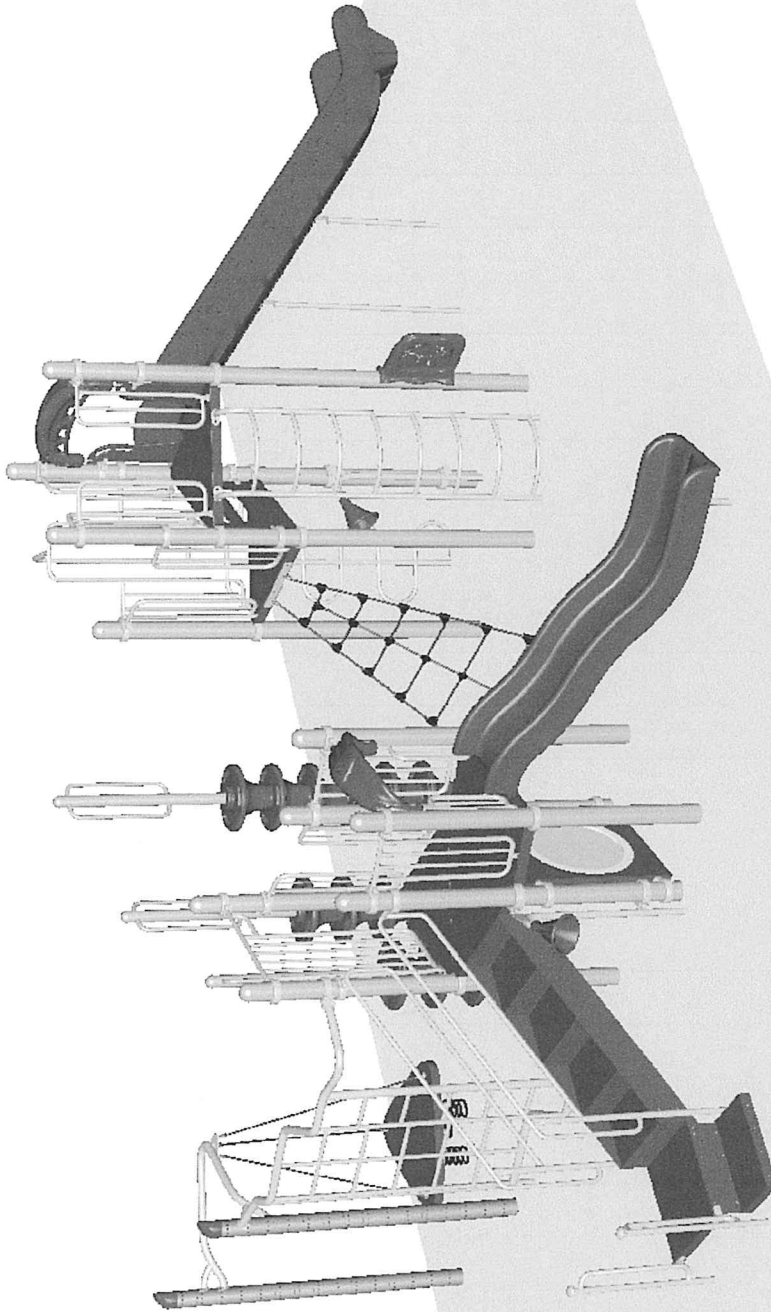
PLAYCRAFT REP:
The PlayWell Group, Inc.

MIN. USE ZONE: 174' x 69'

SAN JUAN YOUTH CENTER AND PARK
SW VIEW

FOR KIDS
AGES
5-12

RH5

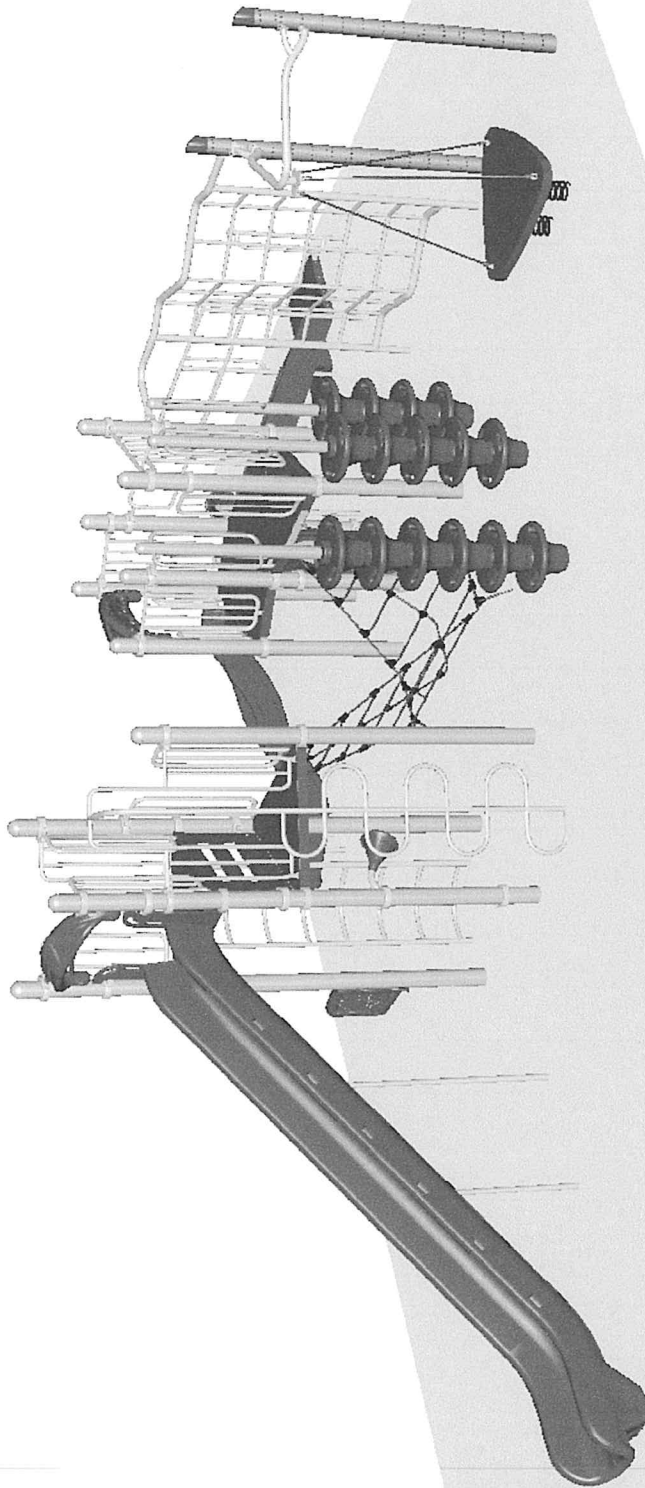


STRUCTURE#: R5H6CA51A
PROJECT#: PWG22D3BFDB
DATE: 12/14/2022

SAN JUAN YOUTH CENTER AND PARK
NE VIEW

FOR KIDS
AGES
5-12

RH5

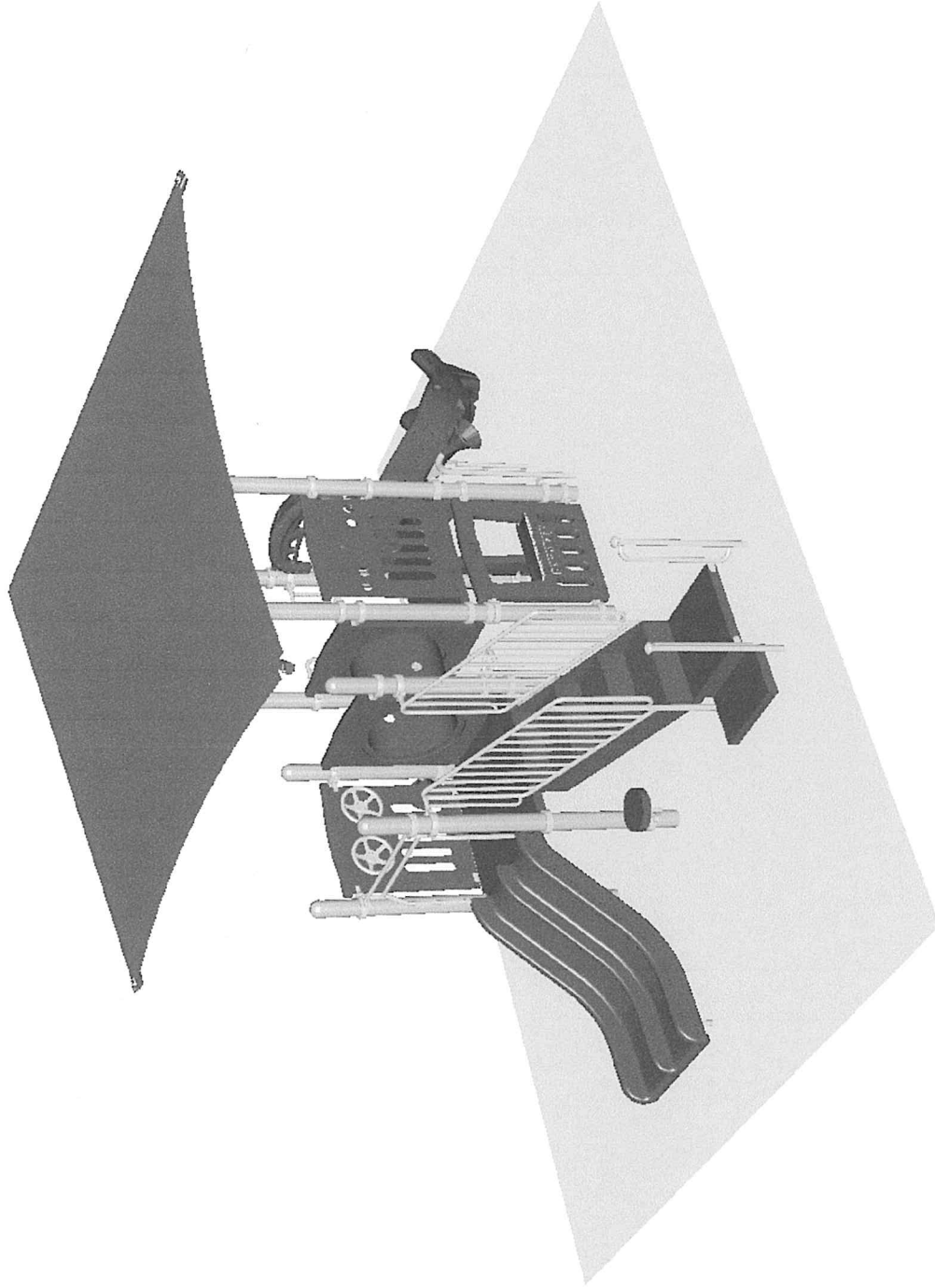


STRUCTURE#: R5H6CA51A
PROJECT#: PWG22D38FDB
DATE: 12/14/2022

SAN JUAN YOUTH CENTER AND PARK
SW VIEW

FOR KIDS
AGES
2-5

R5

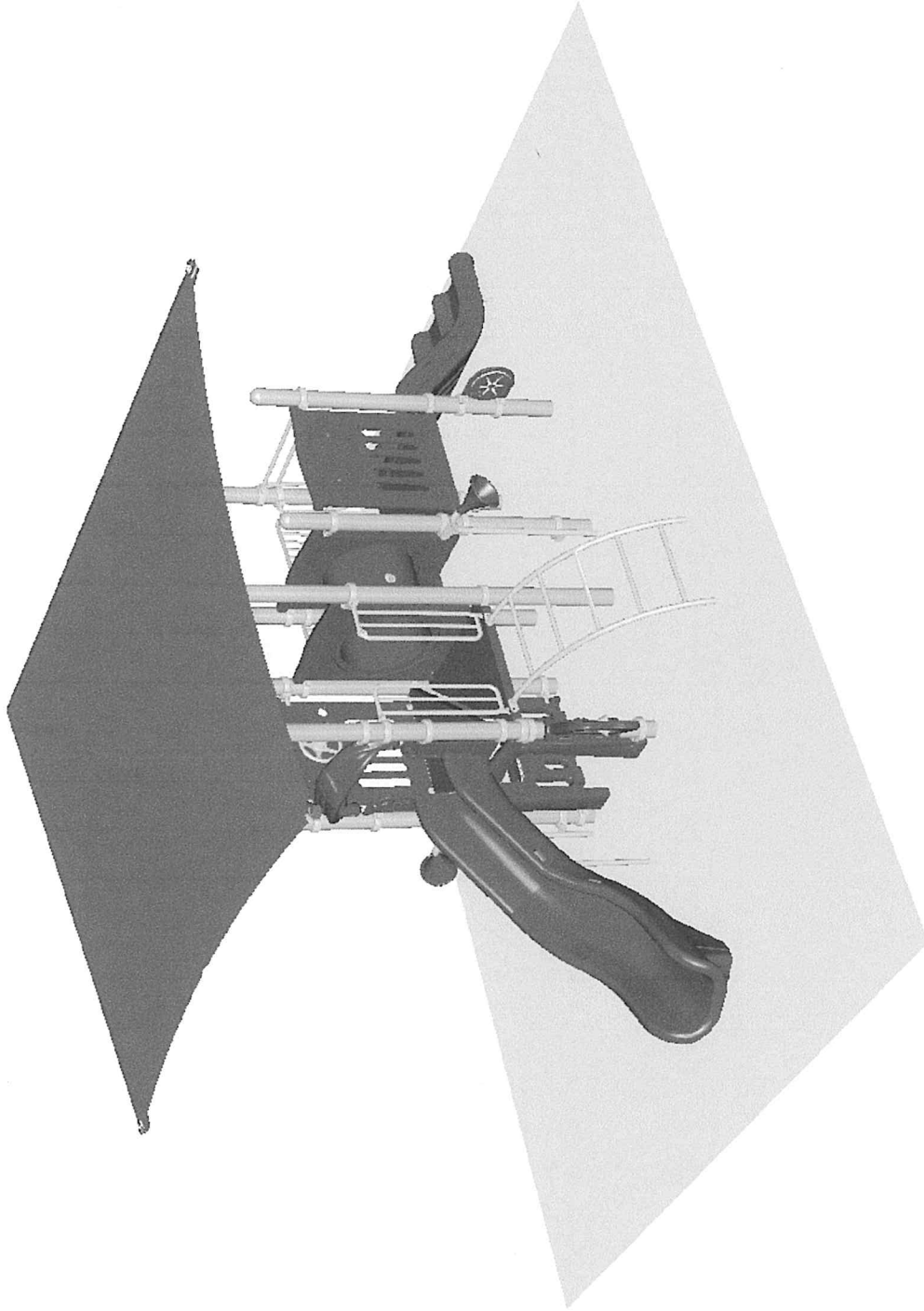


STRUCTURE#: R50B29BFA
PROJECT#: PWG22D38FDB
DATE: 12/14/2022

SAN JUAN YOUTH CENTER AND PARK
NE VIEW

FOR KIDS
AGES
2-5

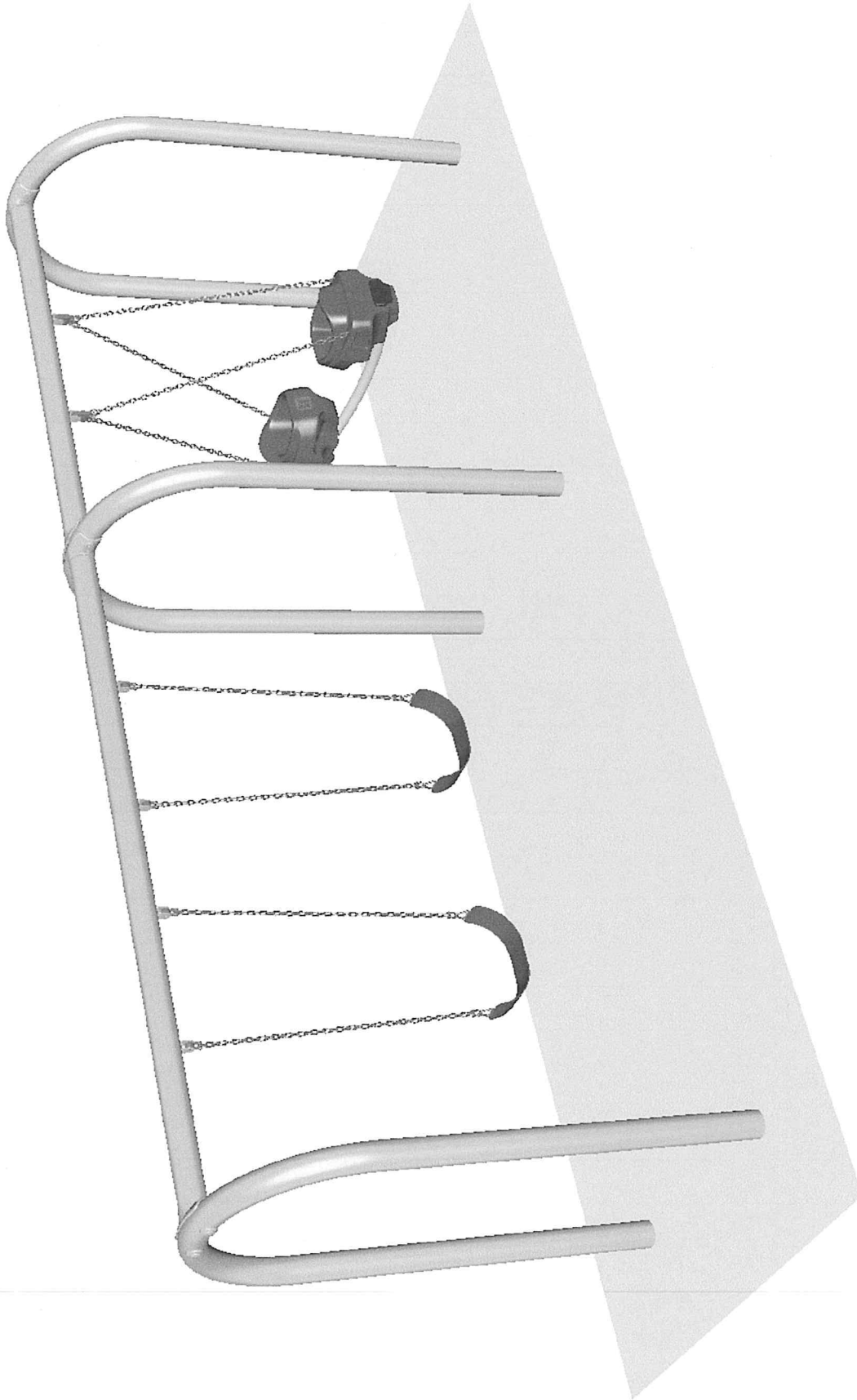
R5



STRUCTURE#: R50B29BFA
PROJECT#: PWG22D3BFDB
DATE: 12/14/2022

SAN JUAN YOUTH CENTER AND PARK
SW VIEW

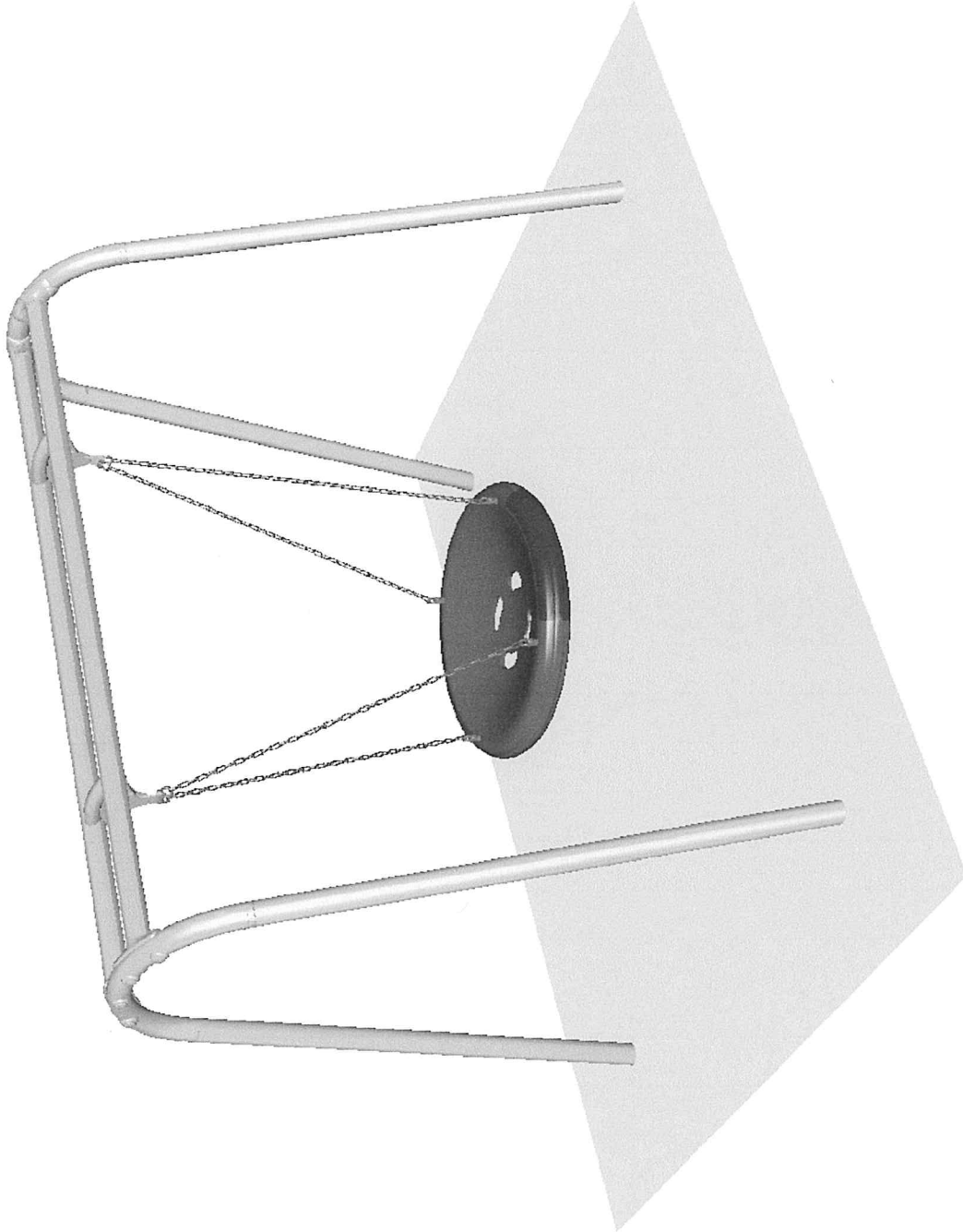
FOR KIDS
AGES
2-5



STRUCTURE#: FREPC2120+AB
PROJECT#: PWG22D3BFDB
DATE: 12/14/2022

SAN JUAN YOUTH CENTER AND PARK
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2015
PROJECT#: PWG22D38FDB
DATE: 12/14/2022



Bill of Materials

SAN JUAN YOUTH CENTER AND PARK

Project# PWG22D3BFDB

12/14/2022

Item	Description	Quantity
R5H6CA51A		
HS-1004-R	Collars	41
GF-7002	Dome Cap, R5	10
S-1011-R5-11ft	Post, 11ft R5	4
S-1012-R5-12ft	Post, 12ft R5	2
S-10132-RV5	Post (132in) RV5	2
S-1013-R5-13ft	Post, 13ft R5	1
S-1015-R5-15ft	Post, 15ft R5	3
S-11011-13011-R5	Half Square Deck w Walls R5	1
S-1102-R5	Tri-Deck	4
S-1209-36-R5	Transfer Station, 48in-R	1
S-1211-24R5	Filler, Step 24in	1
S-1211-R	Filler, Step - 24in, R5	1
S-1222-6R	Climber, Snake 66-72in	1
S-1233-4-MC	Climber, Disc 42-48in (MC)	1
S-1233-5-MC	Climber, Disc 54-60in (MC)	1
S-1233-6-MC	Climber, Disc 66-72in (MC)	1
S-1282-8	Climber, Curved Rung Ladder 90-96in	1
S-1303-R5	Single Slide SitDown Hood	1
S-1303-TW-R5	Twister Entry Panel w/ Hood	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1310-R5	Transition Wall	1
S-1314-R5L	Access Wall (Left)	1
S-1528-R5	Link, Angled Net (90in)	1
S-1609-R5G	Mirror Panel	1
S-1666-R5	Panel Pal, Spinner	1



Bill of Materials (continued)

Item	Description	Quantity
S-1704-4	Slide, Wave 48in (Single)	1
S-1710-8-SSSSS	Slide, Twister 96in (S-S-S-S-S)	1
S-1910-R5	Talk Tube (Post Mounted, Left)	1
S-1910-R5	Talk Tube (Post Mounted, Right)	1
S-1968-1RV	Climber, Warp Rung Wall (1HSE)	1
S-1971-RV	Rumble Deck	1
S-21004-RTRH5	Connector (Right Turn)	1
R50B29BFA		
HS-1004-R	Collars	39
GF-7002	Dome Cap, R5	4
S-1011-R5-11ft	Post, 11ft R5	4
S-1015-R5-15ft	Post, 15ft R5	4
S-1101-R5	Square Deck	1
S-1105-R5	Half Deck	2
S-1209-30W-R5	Transfer Station, 42in-L (W)	1
S-1218-4	Climber, Arch 42-48in	1
S-1303-TW-R5	Twister Entry Panel w/ Hood	1
S-1305-R5	Double Slide SitDown Wall	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1500-24-R5	Crawl Tube, 24in	1
S-1615-R5	Store Panel	1
S-1625-2R5	Dual Driver Panel	1
S-1625-R5	Driver Panel	1
S-1654-R5	Door Panel	1
S-1661-R5	Panel Pal, Bell	1
S-1702-3R5	Slide, Double 42in	1
S-1710-4-L	Slide, Twister 48in (L)	1
S-18021-R514-FR	Shade Canopy, 14ft Square (Fire Resistant)	1
S-1910-R5	Talk Tube (Post Mounted, Right)	1
S-1910-R5	Talk Tube (Post Mounted, Left)	1



Bill of Materials (continued)

Item	Description	Quantity
S-1932-R5	Hand Spin Cycler (Post Mounted)	1
S-1937-R5	Crunch Handle	1
S-1963-R5	Seat on Post	1
FREAB7E7A		
S-1233-4-MC	PC 2900-4 Disc Climber, 48in (MC)	15
S-1233-5-MC	PC 2900-5 Disc Climber, 60in (MC)	16
S-1233-6-MC	PC 2900-6 Disc Climber, 72in (MC)	13
FREPC2120+AB		
A2-131510-II	Playshare Tots Swing Seat	1
A2-2120	PC 2120-8ft Arch Swing Bay (2 Seat)	1
A2-2120-1-AB	PC 2120-8ft Arch Swing Bay (1 Seat) AB	1
A2-313010	Belt Seat	2
FREPC2015		
A2-2015	PC 2015 Disc Swing	1

Model: ROGS3040-SG-TG-SS-9EH

Design Criteria: Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be 10" diameter schedule 40 steel pipe with 8" x 8" x 3/16" tubular steel top stub column. Columns shall be welded to base plates for surface mounting. Main support beams are 10" x 6" x 3/16" and purlins are 6" x 4" x 3/16". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roof Deck: 2" x 6" (nominal) #1 Grade, end matched, single tongue and groove with V-joint bottom face, kiln-dried to an average of 15% moisture content, Southern Yellow Pine, #30 roofing felt included.

Roofing: Pre-cut 24 Ga. steel Medallion-Lok standing seam panels with 16" panel width, 1 3/4" high ribs and Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 10/12 & 8/12 pitch with a eave height of 9'-0". Attached to structural framing with concealed clips. Matching 24 Ga. trim included.

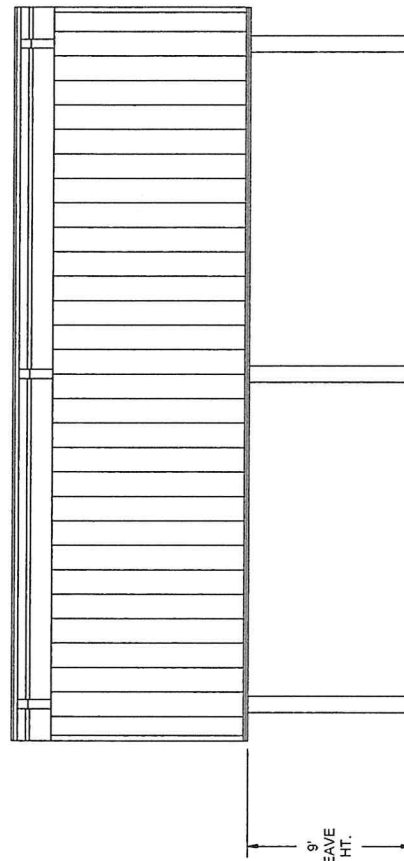
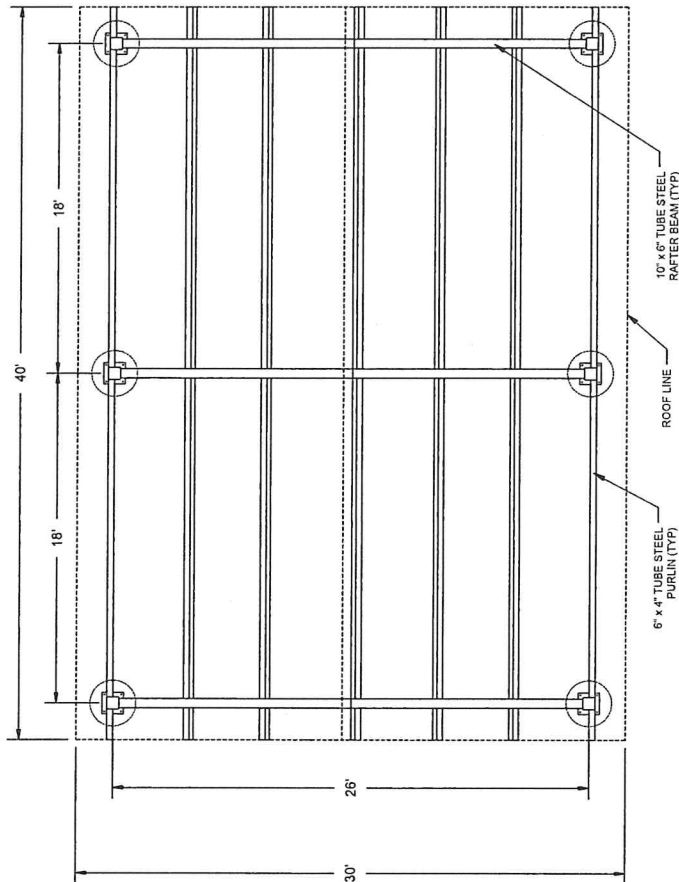
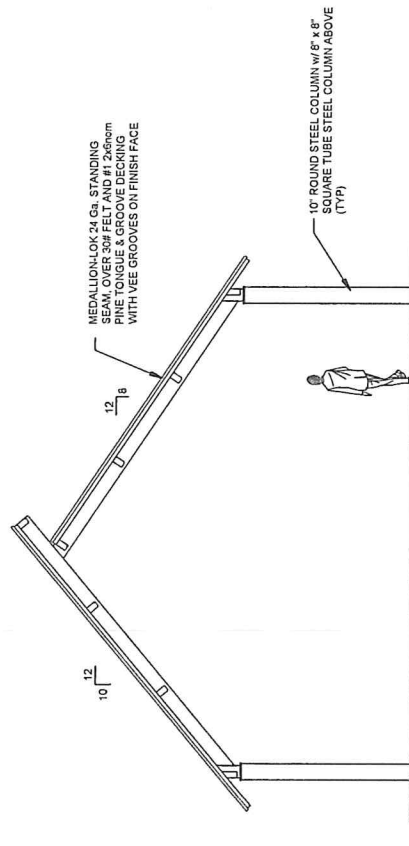
Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.



Color Choices

2022 PLAYCRAFT COLOR CHART

METALUXE™ Signature Powder-coat Colors

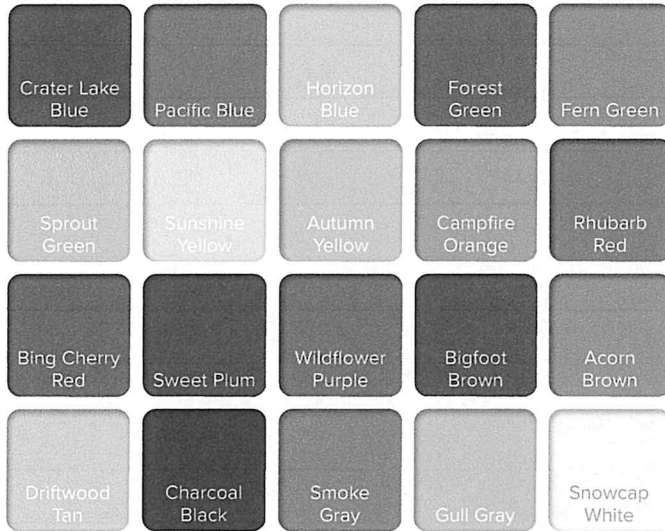
Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



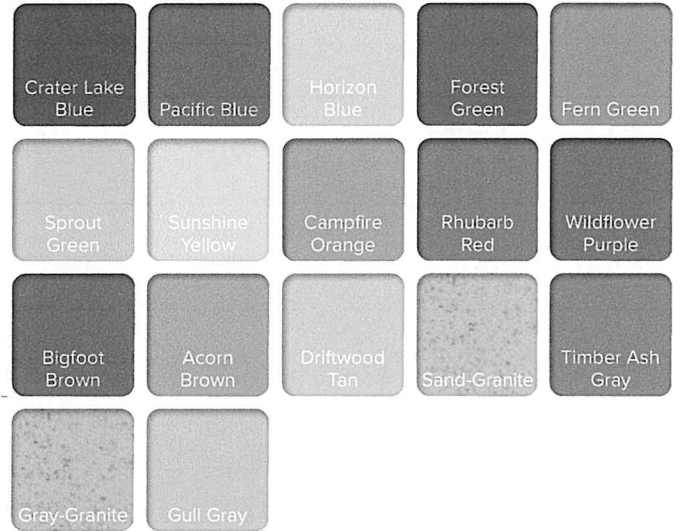
PLAY-TUFF™ Coating Colors



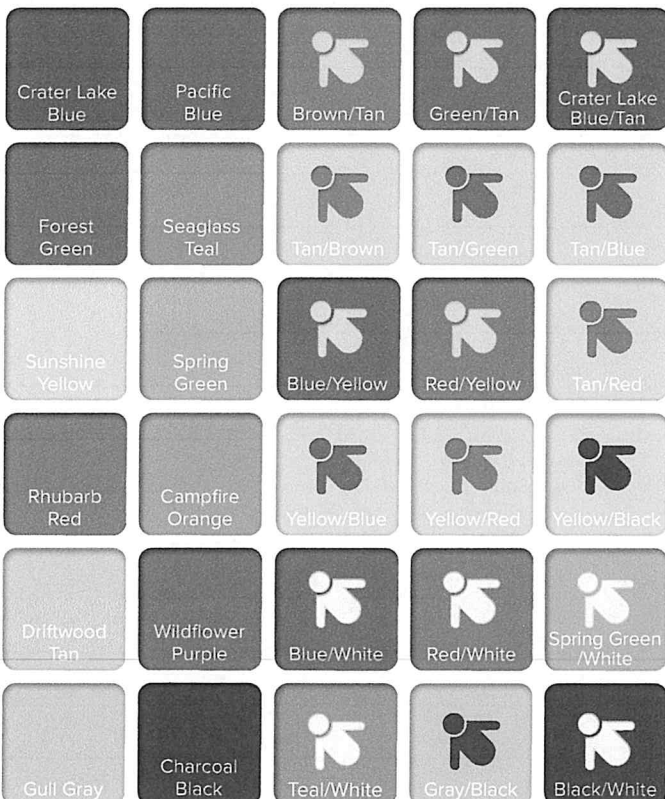
Powder-coat Colors



Roto-molded Plastic Colors



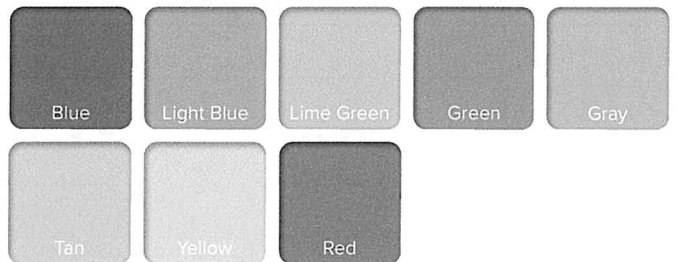
Solid HDPE Colors Layered HDPE Colors



Thermoplastic Coating Colors



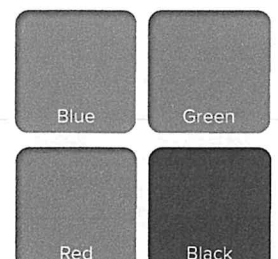
Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors

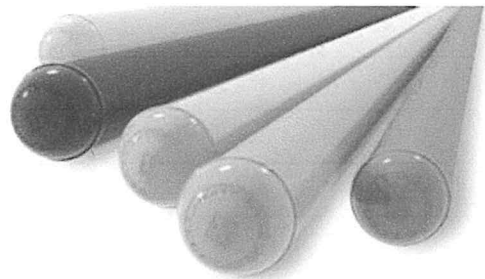


MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

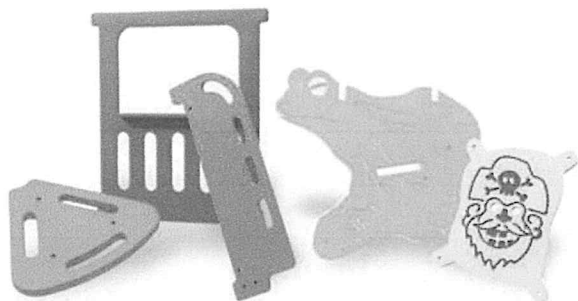
Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



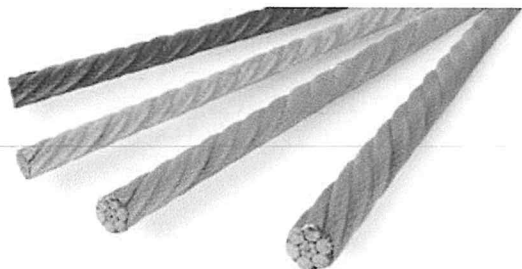
Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



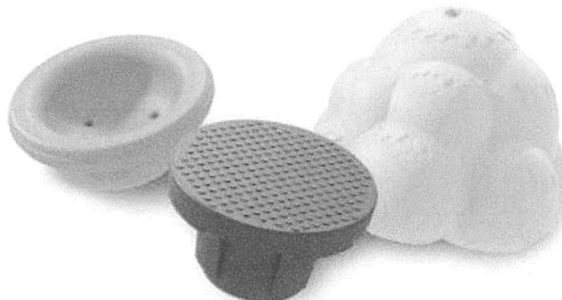
Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



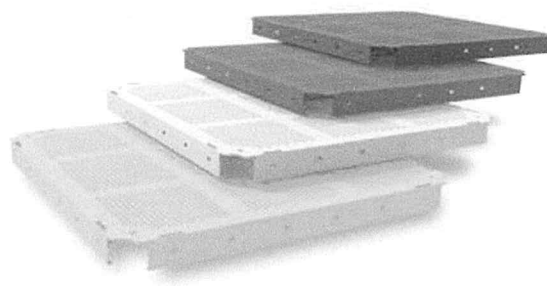
Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



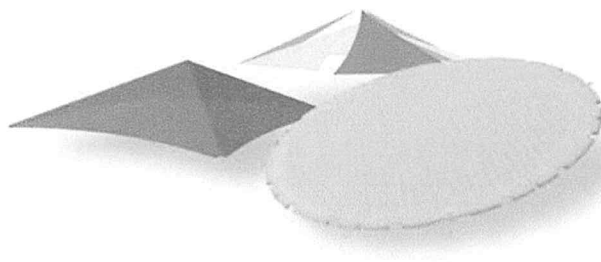
Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



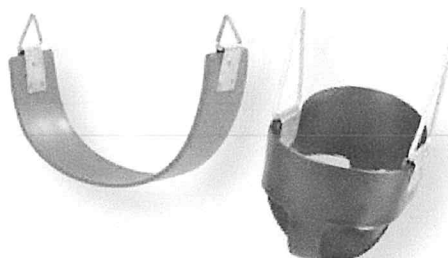
Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



DOCUMENT 00 52 00
AGREEMENT FORM

1.01 FORM OF AGREEMENT FOR THE CONTRACT FOR CONSTRUCTION

- A. A Contract for Construction will be executed by the Owner and the Contractor identified in the Agreement. Unless otherwise indicated, the form of agreement for the Contract will be A101 – 2017, “Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum” with modifications as negotiated between the Owner and the Contractor.

1.02 CONTRACT CONDITIONS

- A. Refer to Division 00 Document “Contract Conditions” for contract terms and conditions not contained in the executed form of Agreement.

END OF DOCUMENT

ISSUE FOR BIDDING
18 NOVEMBER 2022

SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - 1
San Juan, Texas
1 of 1

**SECTION 007200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

**1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING
THIS PAGE.**

RELATED REQUIREMENTS

2.01 SECTION 007300 - SUPPLEMENTARY CONDITIONS.

END OF SECTION

**SECTION 007300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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PLAYGRO-03

KCHACHERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

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

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

PRODUCER
HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT NAME: Kimberly Chachere
PHONE (A/C, No, Ext): (505) 944-8414 FAX (A/C, No): (505) 266-3500
E-MAIL ADDRESS: kimberly.chachere@hubinternational.com

INSURED

PlayWell Group, Inc. and Playworks, Inc.
9430 G San Mateo NE
Albuquerque, NM 87113

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Nutmeg Insurance Co.	39608
INSURER C : Crum & Forster Insurance Company	42471
INSURER D : Twin City Fire Insurance Company	29459
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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		3FC7700	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		34UECAA8084	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SEO117111	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	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	34WECAF3WGZ	2/1/2022	2/1/2023	☒ 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)
RFP NO. 23-005-12-15 - City of San Juan parks And Rec Park - Phase 1

CERTIFICATE HOLDER

City of San Juan
709 S. Nebraska Avenue
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	Name: City of San Juan
2.	Address: 709 S. Nebraska Avenue San Juan, Texas 78589-2679
3.	Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
TO DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

This policy is subject to the following conditions.

SCHEDULE	
Name of Person(s) or Organization(s)	Mailing Address
All certificate holder(s) with mailing addresses on file with the agent of record or the company who were issued a certificate of insurance applicable to this policy's term	

We may cancel this policy by mailing or delivering to the Named Insured, and the person(s) or organization(s) listed in the Schedule above, written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason, or as required by statute, whichever is longer.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

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

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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



City of San Juan

709 S. Nebraska Ave., San Juan, Texas 78589-2649 (956) 223-2200

The **City of San Juan** is requesting Competitive Sealed Proposals for:

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

Proposals are to be mailed or hand delivered to the attention of: Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas 78589-2649. Please mark your envelope plainly: "**CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1** (**RFP NO. 23-005-12-15**)."

Proposals will be accepted until **December 15th, 2022** no later than **3:00 p.m.** CST, at which time they will be opened. **Proposals will be opened and read publicly,** at the City of San Juan Memorial Library, located at 1010 S. Standard, San Juan, Texas 78589-2649. Any proposals received late will be returned unopened. The City of San Juan is not responsible for proposals misplaced or mailed incorrectly.

A Pre-Bid Conference will be held at **10:00 am** on **December 6th, 2022** at the City of San Juan Memorial Library, located at 1010 S. Standard, San Juan, Texas 78589-2649. A visit to the job sites will follow immediately after this meeting.

The awarding of the proposal will take place at a City of San Juan Commissioner's meeting. The City Commission reserves the right to accept, reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offeror which best serves the interest of, and provides the best value to, the City.

Please fill out, sign, and submit with your proposal response and all of the attached forms. We look forward to hearing from you.

Sincerely,

-Original Signed

Mario Garza
Mayor

-Original Signed-

Ben Arjona
City Manager

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

INVITATION TO SUBMIT PROPOSAL & SPECIAL CONDITIONS

The City of San Juan is accepting Competitive Sealed Proposals for the following project:

PROJECT NAME: City of San Juan Parks and Rec Park Phase - 1 RFB NO. 23-005-12-15

**PRE-PREPOSAL
CONFERENCE TIME
& LOCATION:** 10:00 a.m., Tuesday, December 6th, 2022
City of San Juan Memorial Library Multipurpose Room,
1010 S. Standard St., San Juan, Texas 78589-2649.

**PROPOSAL DEADLINE &
SUBMITTAL LOCATION:** 4:00 p.m., Thursday, December 15th 2022
Purchasing Department
City of San Juan City Hall
709 S. Nebraska Ave., San Juan, Texas 78589-2649

ARCHITECT: ERO ARCHITECTS
135 Paseo Del Prado Suite 33
Edinburg, TX 78539
Tel. 956. 661.0400

Proposal Package:

COMPLETE PROPOSAL PACKAGE (DRAWINGS & SPECIFICATIONS) may be obtained from the Architect in electronic form by written/email request to evillanueva@goero.com

No hard copies will be provided. Offerors may print the bid documents at their own expense only for the purposes of the preparing their respective proposals.

- a. No partial Proposal Package will be issued. Neither the Owner nor Architect assumes responsibility for error or misinterpretations resulting from the use of incomplete construction Proposal Package for proposal or construction purposes.
- b. The Proposer shall carefully study and compare the Proposal Package and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- c. Proposers or Sub-Proposers may make a written/email request for clarification or interpretation of the Proposal Package. Request for Clarifications must be sent to the Architect no later than Friday, September 10th, 2021 by 5:00pm.
- d. Clarifications, interpretations and changes of the Proposal Package will be made only by written Addendum issued by the Architect to each person to whom the Architect has issued Proposal Package. Proposers shall not rely on clarifications, interpretations and changes made in any other manner.
- e. Requirements of any Addendum shall be included in the Proposer's submitted proposal. Addenda so issued shall become a part of the Contract Documents.
- f. Proposers shall provide written indication of their intent to provide a proposal by emailing Form 8.8 Intent to Submit Proposal.

Bid Bond:

Proposals shall be accompanied by a Certified or Cashier's Check or acceptable Bid Bond, payable to the City of San Juan in an amount not less than five (5%) percent of the proposed project amount. A Performance Bond and

Payment Bond will be mandatory for the successful respondent in the amount of one hundred (100%) percent of the contract, written by a Surety licensed to do business in Texas acceptable to the City of San Juan.

Proposals received after the specified time and date will not be considered and will be returned unopened. Facsimile responses will not be accepted. All proposals must be submitted in a sealed envelope. Responses need to be clearly marked on the envelope with the Proposal number, name of the project, and opening date and time.

The City of San Juan is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in the employment or provision of service.

CITY OF SAN JUAN
CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

SECTION I
STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL ANY EXCEPTIONS MUST BE IN WRITING.

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the City of San Juan City Hall before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as failure to meet delivery dates and may result in removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be Included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
- | |
|---|
| 12. All items offered should be designated " as specified " or " equal ". |
|---|
13. On items designated "**equal**", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100% of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

STANDARD TERMS AND CONDITIONS (continued)

19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted. The City of San Juan will perform background checks on each worker that will be working on will be involved and onsite during the term of the project. The cost of fingerprinting will be the responsibility of the awarded vendor.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

12/14/2022

The Play Well Group Inc.

D. A. O.

Date

Company Name

Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

- 2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

- 2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating **City of San Juan PARKS AND REC PARK - PHASE 1**.
- 2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.
- 2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.
- 2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.
- 2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.
- 2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.
- 2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.
- 2.12.8 Vendor will participate as a team member in cooperation with the project Manager.
- 2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

12/14/2022

The Play Well Group Inc.

D. A. O.

Date

Company Name

Representative Initials

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION III

INSURANCE INFORMATION

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1

RFP NO. 23-005-12-15

3.1 Insurance Requirements: The contractor shall not commence work under this contract until contractor has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the City's Purchasing Agent. Approval of the insurance certificates by the City shall not relieve or decrease the liability of the contractor. Each insurance policy shall contain a provision that at least 30 days written notice will be given to the City in the event of cancellation or material change. The contractor's certificate of insurance in force, submitted prior to start of construction, shall include a notice that the policies do contain these provisions.

The contractor shall provide and maintain, until the work covered in this contract is completed and accepted by the City, the minimum insurance coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>	
1. Workmen's Compensation	Statutory	\$100,000
2. Comprehensive General Liability		
a) Personal Injury	\$500,000 per person (including bodily injury)	
	\$500,000	per occurrence
b) Property Damage	\$500,000	per occurrence
3. Comprehensive Automobile Liability		
a) Bodily Injury	\$1,000,000	per person
	\$1,000,000	per occurrence
b) Property Damage	\$1,000,000	per occurrence

With respect to all of the above insurance, The City of San Juan shall:

- a) be named as an additional insured (Commercial General Liability and Automobile Liability only);
- b) be provided with 30 days advance notice, in writing, of cancellation or material change; and
- c) be provided with Certificates of Insurance evidencing the above required insurance.

PROOF OF CURRENT INSURANCE FOR ALL THREE (3) COVERAGES REQUESTED MUST BE SUBMITTED WITH PROPOSAL, EVEN IF THE CURRENT COVERAGE LIMITS ARE NOT THE SAME AS THOSE REQUESTED. FURTHERMORE, CONTRACTOR INDICATES INTENTIONS TO PROVIDE THE REQUESTED INSURANCE COVERAGES IF AWARDED THE PROPOSAL CONTRACT.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

3.2 BONDING REQUIREMENTS

- A. **A certified or cashier's check or a bid bond payable to the order of the City of San Juan, San Juan, Texas, for 5% of the greater total amount of your proposal will be required with the submittal of the proposal.**

Offeror agrees that if he is awarded the contract, he will execute and deliver to the Owner, within ten (10) days after he is notified of the acceptance of his proposal via a signed purchase order for the project, the required Performance Bond and Labor and Materials Payment Bond, each in the form acceptable to the Owner.

Should the Offeror fail to accept the purchase order (contract) or furnish such Bonds within the prescribed time, Offeror agrees that the accompanying bid security (bid bond) shall become property of the City of San Juan (Owner) as liquidated damages for the additional delay and the expense which will be incurred by the Owner as a result thereof.

- B. The successful contractor shall be required to furnish performance as well as labor and material payment bonds for this project within ten (10) days after official notification of the award of the project.

The forms for bonds and sureties shall be acceptable to City of San Juan as follows:

1. Performance Bond for the full amount of the contract insuring the faithful performance of all provisions of the contract, satisfactory completion of the specified work, within the time agreed upon.
2. A Labor and Materials Payment Bond for the full amount of the contract shall be required for the protection of all subcontractors and material suppliers. Bonds shall bear the same date as the contract.

- C. **Bonds shall be made payable to City of San Juan.**

- D. The bonds shall in all respects conform to the requirements of the laws of the State of Texas.

- E. All required bonds shall be issued only by the companies holding certificates of authority as acceptable sureties in the State of Texas and as acceptable reinsuring companies. Re-insurers must be duly authorized, accredited, or trusted to do business in the State of Texas.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION IV

RANKING CRITERIA AND POINTS VALUATION

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

4.1 – RANKING CRITERIA

For further information, please contact:

Lori A. Maldonado
Purchasing Agent lmaldonado@sjtx.us

OR

Ben Arjona
City Manager barjona@sjtx.us

City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649
956-223-2200

According to the City, in determining the award of a contract under this chapter, the governmental entity may consider the following criteria:

- (1) the price;
- (2) the Offeror's experience and reputation;
- (3) the quality of the Offeror's goods or services;
- (4) the impact on the ability of the City to comply with rules relating to historically underutilized businesses; (Not applicable)
- (5) the Offeror's safety record;
- (6) the Offeror's proposed personnel;
- (7) whether the Offeror's financial capability is appropriate to the size and scope of the project;
- (8) and any other relevant factor specifically stated in the request for bids, proposals, or qualifications.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

4.2 - CRITERIA & POINTS VALUATION

	CRITERIA (REVISED)	POINTS
1	Project Cost	40
2	Number of similar City Projects completed by the Contractor during any of the last five (5) years. <u>(The number of projects is not limited to the references submitted.)</u>	10
3	Timeline for (earliest) completion of the project. Contractor must submit a timeline for the completion of this project together with the proposal response.	10
4	Favorable & unfavorable references of contractor for similar City Projects.	15
5	<u>Contractor's</u> proposed personnel for this City Project. Contractor must submit a list of proposed personnel and their experience with City Projects.	5
6	Contractor's safety record.	5
7	Warranties (Materials & Labor)	5
8	<u>Subcontractors</u> to be used for this City project. Contractor must submit a list of proposed subcontractors (if any) together with this proposal. Information must include company name, address, phone number, email address, and references on those subcontractors.	10
	Total Points	100

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

CITY OF SAN JUAN
CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

4.3 - BOARD DELEGATION OF AUTHORITY TO RANK PROPOSALS

During the Regular Commissioner's meeting held on December 2021 the City Commission approved the following:

- The Competitive Sealed Proposal Method of Construction as the procurement method that offers the best value to the City for this project.
- The City Commissioners delegated their authority to rank the proposals received to Administration.
- Approved the Criteria and points (shown in Section 4.2 of this proposal).

4.4 - BUDGET INFORMATION

The estimated budget for this project is: \$1,200,000

SECTION V

Scope of Work, Options, Specifications and Cost Sheets

For this section:

Please refer to the Architect's documents prepared by the architect firm:

ERO International
135 Paseo Del Prado
Suite 33
Edinburg, TX 78539

They will contain all of the necessary information related to the scope of work, specifications and drawings necessary.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

PLEASE PROVIDE REFERENCES FOR SIMILAR PROJECTS YOUR COMPANY HAS PERFORMED DURING ANY OF THE LAST FIVE (5) YEARS.

1. MUNICIPAL / ENTITY: City of San Antonio
NAME OF CITY: San Antonio
CITY, STATE, & ZIP CODE: San Antonio, Texas, 78227
CONTACT PERSON: Sandy Jenkins
POSITION / TITLE: Parks Project Manager
PHONE # / E-MAIL ADDRESS: (210)-355-4716
DESCRIBE THE PROJECT: Mainly Poured in Place Rubber, and Multiple playground with shade projects.
COST OF PROJECT \$ 6 million We are on our 6th contract
SIZE of PROJECT Over 90 sites SQ FT YEAR COMPLETED: year
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Always

2. MUNICIPAL / ENTITY: Edcouch Elsa ISD
NAME OF CITY: Edcouch and Elsa
CITY, STATE, & ZIP CODE: Edcouch, Tx, 78538
CONTACT PERSON: Rudy Rodriguez
POSITION / TITLE: Director of Maintenance
PHONE # / E-MAIL ADDRESS: (956)-261-3146 (Cell)
DESCRIBE THE PROJECT: 5 total playground projects with Poured in Place rubber and shades
COST OF PROJECT \$ 1.8 Million in work
SIZE of PROJECT 5,000 per site SQ FT YEAR COMPLETED: 2019
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: El Paso ISD
NAME OF CITY: El Paso
CITY, STATE, & ZIP CODE: El Paso, Texas 79901
CONTACT PERSON: Jesse A. Sanchez
POSTION / TITLE: P.E.- Project Manager
PHONE # / E-MAL ADDRESS: (915)-861-8524
DESCRIBE THE PROJECT: Multiple Playgrounds, Safety Surfacing, and Shelters
COST OF PROJECT \$ 2.9 Million in Work
SIZE of PROJECT Multiple Sites SQ FT YEAR COMPLETED: On-going
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

4. MUNICIPAL / ENTITY: La Joya ISD
NAME OF CITY: La Joya, Mission, Sullivan City, and Penitas
CITY, STATE, & ZIP CODE: La Joya, Texas 78560
CONTACT PERSON: Joe Villarreal
POSTION / TITLE: Facilities Department Director
PHONE # / E-MAL ADDRESS: 956-323-2125
DESCRIBE THE PROJECT: Multiple ADA Playgrounds with Poured in Place Rubber and Musical Instraments.
COST OF PROJECT \$ 4.2 Million
SIZE of PROJECT 3,500 per site (21sites) SQ FT YEAR COMPLETED: On-going
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Budget yes, but work is On-going with 180 build timeline

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

LIST OF REFERENCES

5 MUNICIPAL / ENTITY: Episcopal Day School
 NAME OF CITY: Brownsville
 CITY, STATE, & ZIP CODE: Brownsville, Texas 78520
 CONTACT PERSON: Jannette Reyna
 POSTION / TITLE: Director of Operations
 PHONE # / E-MAL ADDRESS: (956)-542-5231
 DESCRIBE THE PROJECT: Smaller playground for children ranging from 2-5 years old, with poured rubber
 COST OF PROJECT \$ 70,000
 SIZE of PROJECT 1000 SQ FT YEAR COMPLETED: 2022
 WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

6. MUNICIPAL / ENTITY: City of Austin
 NAME OF CITY: Austin
 CITY, STATE, & ZIP CODE: Austin, Texas 78741
 CONTACT PERSON: Lance Seveska
 POSTION / TITLE: Parks & Rec
 PHONE # / E-MAL ADDRESS: (512)-761-2552
 DESCRIBE THE PROJECT: Several different Site Projects ranging in scope
 COST OF PROJECT \$ \$600,000
 SIZE of PROJECT 10 Different Sites SQ FT YEAR COMPLETED: 2020-2022
 WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
 City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 **RFP NO. 23-005-12-15**

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes X No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

Possible Exception is bidding with Alternative materials.

12/14/22

Date

The Play Well Group Inc.

Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a City must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: The Play Well Group Inc.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Diego Ortiz

DATE: 12/14/22

***** PLEASE CHECK OFF A SELECTION BELOW *****

() A. My firm is a publicly held corporation. Therefore this reporting requirement is not applicable.

(X) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

() C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

12/14/22

Date

The Play Well Group Inc.

Company Name

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1

RFP NO. 23-005-12-15

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein _____.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Diego Ortiz, have read the Standard Terms and Conditions (Section I),
(*Print/Type Name of Company Officer*) General Information (Section II) & Insurance & Bonding requirements (Section III), I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

COMPANY The Play Well Group Inc. EMPLOYER I. D. NUMBER _____

ADDRESS 203A TX-46 E

CITY, STATE, ZIP CODE Boerne, Tx, 78006

AREA CODE/TELEPHONE/FAX 800-726-1816 EMAIL Diego@playwellgroup.com

Diego Ortiz

SIGNATURE

Sales Consultant

TITLE

12/14/2022

DATE

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1
RFP NO. 23-005-12-15

For purposes of complying with the Texas Public Information Act (the "Act"), we are asking that VENDORS interested in submitting a response to a City's request for bids, proposals or qualifications statements **INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.**

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.

This Confidential Disclosure Statement is being made by:

The Play Well Group Inc.

(Vendor Name)

to The City of San Juan for the

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. "Disclosing Party" means a party that discloses Confidential Information under this Request. "Receiving Party" means a party that receives Confidential Information under this Request.
2. "Confidential Information" means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 2 of 2)

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

The Play Well Group Inc. _____ (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☒ NONE of the Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☐ ALL Pages in this Competitive Sealed Proposal (#23-005-12-15) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#23-005-12-15)

Name of Company or Firm: The Play Well Group Inc.

By: Diego Ortiz Title: Project Manager/ Sales Consultant

Signature: Diego Ortiz Date: 12/14/22

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.
City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

**PURCHASING DEPARTMENT
CITY OF SAN JUAN**

I, Rebekah Flint (Person name), the undersigned representative
of The Playwell Group, Inc. / Playworks, Inc. Boerne, TX
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

12/14/22
DATE

Rebekah Flint
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 14th day of Dec., 20 22, personally appeared

Rebekah Flint the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Maria Powell
NOTARY SIGNATURE

12/14/22
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase 1

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

**CITY OF SAN JUAN
PURCHASING DIVISION**

I, Rebekah Flint the Undersigned, representative of
The Playwell Group, Inc / Playworks, Inc
(company or business name)
located in Boerne, TX
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Division.

Rebekah Flint
Name of Company Representative (Print)

Rebekah Flint
Signature of Company Representative

12/14/22
Date

On this the 14th day of Dec, 20 22, personally appeared

Rebekah Flint the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Maria Powell
NOTARY SIGNATURE

12/14/22
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase 1

7.7 - Firm Information and Personnel

1. Name of Firm The Play Well Group Inc.

Address 203A TX-46 E

City, State, Zip Code Boerne, Texas 78006

Phone # 800-726-1816 Fax # _____

Employer I. D. Number _____ Year Established: _____

Type of organization:

Partnership _____

Professional corporation _____

Corporation X

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) _____

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name Diego Ortiz

Title Project Manager / Sales Consultant

Phone # (956)-342-4647

E-Mail Address: Diego@playwellgroup.com

Total Years with this company: 1 Years of Construction Experience: 3

Number of Similar Projects you have been involved with in last five (5) Years: Hundreds

Will this individual be attending the Board meetings? Yes

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase I

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC PARK - PHASE 1 RFP NO. 23-005-12-15

**Please fill out this form and fax or email immediately to
City of San Juan if you intend to submit a proposal.**

Company Name The Play Well Group Inc.

Address 203A TX-45 E.

City Boerne State TX Zip 78006

Telephone Number 800-726-1816

Fax Number _____

Contact Name Diego Ortiz

Email Address Diego@playwellgroup.com

Please email this document to evillanueva@goero.com and
lmaldonado@sjtx.us to ensure that you receive any addenda
issued, if any.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions.

City of San Juan RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park – Phase 1

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Play Well Group Inc.

Company

Diego Ortiz

Signature

Diego Ortiz

Authorized Representative (Print)

12/14/2022

Date

DECLARATION OF COMPLIANCE

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.043, Notification of Criminal History, the undersigned affirms this firm is ___/is not ☒ owned or operated by anyone who has been convicted of a felony. This statement is not required by a publicly-held corporation.

Also, pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Item I. Procurement and Suspension and Debarment Compliance requirements under Federal statutes, the undersigned affirms this firm is ___/is not ☒ suspended or debarred from participation in federal contracts when expenditures to the vendor are in excess of \$25,000 in the aggregate over a twelve month period.

In accordance with Section 2270.002 of the Texas Government code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

The Play Well Group Inc.

COMPANY

SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Diego Ortiz

Territory Project Manager/ Sales Consultant

NAME (TYPE OR PRINT)

TITLE

(956)-342-4647

Diego@playwellgroup.com

PHONE

FAX

E-MAIL

12-14-2022

DATE

FEDERAL ID# OR SOCIAL SECURITY #: 75-2658108

ORDER ADDRESS:

203A TX-46 E, Boerne, TX 78006

REMITTANCE ADDRESS:

Same as Order

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Playwell Group, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 203A State Highway 46 East		Requester's name and address (optional)
6 City, state, and ZIP code Boerne, TX 78006		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	5	-	2	6	5	8	1	0 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Maria Howell</i>	Date ► <i>1/3/2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Playworks, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 203A State Highway 46 East	Requester's name and address (optional)
6 City, state, and ZIP code Boerne, TX 78006	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	5		2	6	4	0	0	2	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11/3/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST

Respondents are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in RFQ packet are to be completed and returned with RFQ.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Adina "Dina" Santillan
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- Leroy Gonzales, Finance Director
- Lori Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this CSP# 21-09-0921. See included example on how the form can be completed.

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;

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

The Play Well Group Inc.

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.

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

12-14-22

Date



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752658108100
File/Vendor Number:	065498
Approval Date:	29-JAN-2019
Scheduled Expiration Date:	29-JAN-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

THE PLAYWELL GROUP, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



Minority Business Enterprise (MBE)
The PlayWell Group, Inc.

The PlayWell Group, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 423910: SPORTING AND RECREATIONAL GOODS AND SUPPLIES MERCHANT
WHOLESALE
NAICS 451110: SPORTING GOODS STORES**

This Certification commences February 7, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2023
Issued Date: February 7, 2021
CERTIFICATION NO. HFMB67168N0223

Ericia Mitchell

Certification Administrator

South Central Texas Regional Certification Agency of Bexar County, Texas hereby duly affirms that:

The PlayWell Group, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***HABE MBE SBE WBE**

Certified NAICS Codes

NAICS 423210: OUTDOOR FURNITURE MERCHANT WHOLESALERS
NAICS 423910: SPORTING GOODS AND SUPPLIES MERCHANT WHOLESALERS
NAICS 451110: SPORTING GOODS STORES



Certification Number: 220080524
Effective Date: August 28, 2020
Expiration Date: August 31, 2022

A handwritten signature in black ink, appearing to read "Charles Johnson".

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.

- CPSI (Certificated Playground Safety Inspector) on site throughout the entire installation process
- OSHA Fall Protection trained
- Inventory check. When the playground arrives on site, we double check to ensure all items are intact and that there was no damage to the equipment in transit
- Orange construction fencing surrounding the playground throughout the installation
- A CPSI safety audit to be completed at the end of installation to ensure all playground equipment meets the ASTM & CPSC guidelines
- All playground installers are educated and go through a safety training courses
- Hard hats, safety shoes, safety glasses, and high visibility vests or shirts are required to be worn 100% of the time while on site.
- Only trained operators are allowed to operate equipment. Operators are required to have a copy of their license in order to operate equipment
- Concrete material used for form-work must be removed and properly disposed of. We will remove all debris and conduct a cleanup of the work area
- For manufacturer safety standards from PlayCraft please click <https://www.playcraftsystems.com/about-us/standards-safety>

- Cost effectiveness / Play Value
 - Design Availability and Ability
 - Construction Schedule and Lead Times
-

Cost effectiveness / Play Value -

We believe that throughout this proposal we made it very clear our desire to work with the city of San Juan based on our pricing. PlayCraft was very involved with the discussion around this RFP and the final design. We extended an additional discount which is shown on our quote. We priced this as aggressively as we possibly could while still providing an outstanding design. Lastly, we provided a discounted rate to install the playground and safety surfacing.

Full Time Design - Firm's Availability and Ability –

If awarded the project, we will begin any design changes immediately. Diego will meet with the community in the City of San Juan for any design input from the public. Diego has extensive experience working with communities and designing playgrounds. Diego understands the playground ASTM standards and CPSC guidelines, which is crucial when designing the playground. In fact our firm has a full time design team in-house and would have the ability to build a playground in real time through a program called PlayDesigner. We have experience working with other communities where we connect our computer to a large screen (or through a Zoom call) and can add slides, decks, climbers...etc. which shows the customer exactly what those changes will look like and provides real time costs associated with those changes.

Construction Schedule –

We are very grateful that right now we have some of the shortest lead times in the industry. PlayCraft's lead time is 14-16 weeks from the time the contract is signed.. My installer would meet the playground on-site and begin installation when the playground arrives which we estimate to be 14-16 weeks after purchase. The install of the playground will take anywhere from 21-28 days. Once the playground is installed, we will install the Engineered Wood Fibar. The EWF would take around 2-3 days to compact. After the playground and surfacing are installed, my installer and I will perform a safety check to certify all playground equipment is meeting ASTM & CPSC standards. Lastly, we will then do a final walk-through with General Contractor/ San Juan Parks & Rec to ensure everything is satisfactory and that you are 100% pleased with the final product!

Maintenance Plan

Plan, Education, Estimates, Replacement Parts

Maintenance Plan –

We believe at PlayWell it is not just the consultants job to sell and design playgrounds but to also educate park professionals on their playgrounds and provide those resources, we are here to help answer questions about your playground and be apart of your team to keep your playground safe. Please click on [PlayCrafts Maintenance Guidebook](#) for an in depth overview of playground maintenance. On the following page is a shortened version of our maintenance plan. As part of our maintenance plan, I will personally come to San Juan 1 year after the playground is installed to walk the playground with your staff and provide materials that you should keep on file for your records.

Playground Education - In May of 2022 we hosted a The Playground Maintenance Academy Class. We were fortunate enough to partner with Samuel "Butch" DeFillippo, III of PlaySafe for the past 25 years. Butch is a playground litigation specialist who is actually apart of the team that writes the test for the Certified Playground Safety Inspectors exam. [Click here](#) to be redirected to Butch's resume.

Estimates – There are many factors in play. Vandalism is completely out of anyone's control and there is no telling if or when that will happen, fingers crossed it never does. You can at least have peace of mind that for 3 years EVERYTHING will be covered under our exclusive 3-year parts/labor warranty. We believe the quality behind our product will mean less cost of ownership and less replacements. PlayCraft stresses Quality Craftsmanship over everything else! Our powder coats are thicker, our UV ratings are higher, our decks are sturdier and overall we believe this will mean less maintenance over the lifetime of your playground. Our Synthetic Turf warranty is good for 5 years after it is installed.

Replacement parts – We have been in business for 34 years and we know that certain pieces of playground equipment need to be replaced over time. We have an entire warranty and replacement department completely dedicated to helping to assist with this. We work diligently to streamline this process and make replacements as easy as possible for your staff. And if there is anything that needs replaced in the first 3 years (even if it isn't covered by PlayCrafts Warranty) PlayWell will take care of it.

Maintenance kit/booklet –

If awarded the bid, every customer will receive a maintenance kit that helps with the upkeep of your playground.



A PLAYCORE Company

THE IMPORTANCE OF PLAYGROUND MAINTENANCE

Do you remember being a child and playing on your local playground? It could have been a park down the street from your house, your elementary school, or even the really cool playground across town that you would beg your parents to take you to. Now, for quite a few of us, these memories also come with stories of the condition of that said playground. The metal rocketship that stood twenty feet tall and had exposed asphalt below it. Or the swingset that had the loose top beam that would wobble if you swung hard enough. These might have been fun challenges at the time but actually present a serious potential injury to children.

Maintenance is a crucial element to any playground to not only ensure the longevity of the equipment, but for the protection of the children using it. Let us dive into the difference between maintenance schedules and the factors of each.

After any playground purchase, it is important to schedule a maintenance schedule for the life of that playground. This should be a well-documented schedule that follows the manufacturer's recommendations and can be signed off by an experienced and knowledgeable inspector. We recommend a staff member that has his/her CPSI certificate. Please note, it is important that every playground receives a comprehensive check by a CPSI certified individual after installation has been completed.

When reviewing playground maintenance, you can separate it into two categories: low and high maintenance. Let us start with low maintenance items first.¹

Low maintenance items can be scheduled once a quarter or semi-annually. These items should be

¹ Playcraft Systems ® Playground Inspection & Maintenance Guide

² National Recreation and Park Association CPSI Course

routine checks of factors already reviewed on the initial inspection after the playground was installed. This includes protrusions, head and neck entrapments, rust, loose components/hardware, damaged equipment, and safety stickers/signs, to only name a few. All of these items should be crossed referenced to the playground manufacturer's maintenance guide and recorded. All notes should be documented and labeled with one of the six inspection codes. These codes can be found within your maintenance manual, or through the CPSI certification guide. Any maintenance item that poses a risk to safety should be handled immediately. All other items should be dated and a schedule put in place to get the item fixed. Now let us look at some high inspection items.¹

High inspection items should be handled on a daily or weekly basis. These issues are typically caused by weather or vandalism on the playground. Such issues may include debris on the site, vandalism to equipment, standing water, blocked pathways, and inadequate surfacing. Similar to low maintenance, high maintenance inspections should be recorded. All issues should be handled while on-site or scheduled shortly after. If the issue presents a serious risk, the

playground should be blocked off from use until the issue is resolved.¹

These routine maintenance inspections can seem tedious up front, but can ensure the life of the playground and most importantly a potential injury. As most playground manufacturers will state in their maintenance guides, these routine checks are mandatory to claim anything against their warranty if an issue arises. Also, if an injury occurs on the playground, these routine checks will be used to display proper maintenance has been performed. It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program.²

If you would like to learn more about proper playground maintenance, please visit resources.playcraftsystems.com/playground-maintenance, or join us for one of our Playground Maintenance webinars.

Playcraft Systems LLC
123 North Valley Drive
Grants Pass, OR 97526
www.playcraftsystems.com

It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program.²



Warranties & Quality Assurance

PlayWell

Athletic, Park, and Playground Equipment

Quality Craftsmanship



A PLAYCORE Company

QUALITY CRAFTSMANSHIP

Playcraft Standard

- Superior Welds
- 12-ml thick, seamless, non-toxic resin
- 1102 gauge extra thick steel tube for strength and durability

VS

Industry Standard

- Inferior Welds
- 2-4 ml overlap powdercoat finish
- 11-22 gauge sheet steel tube

Playcraft Standard

- High Performance, Hot Color-Compounded Resins
- Components molded extra thick and designed with double walls for industry leading durability

VS

Industry Standard

- Lower Performance, Dry-blend Powders
- Components molded thinner—compromising durability

Playcraft Standard

- Thick and durable Play-Tuff coatings
- Doubled-up gussets for strength
- Extra-thick sheet steel construction

VS

Industry Standard

- Thinner, inferior coatings
- Single gusset construction
- Standard thickness sheet steel

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY- FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. Q)

Powder Coat Finish - Powder coating offers more than color - an extremely important corrosion resistant finish (especially over welds). In addition to a corrosion resistant sealer on the interior of the tubing, Playcraft Systems applies an epoxy primer finish over the entire assembly (not just the welds).

- Playcraft provides the thickest, most robust finish in the industry.
- Playcraft 3-5 mils epoxy primer and 8-11 mils Super Durable TGIC (11-16 mils)
- Miracle: 0 mils primer and 7 mils Super Durable TGIC (7 mils)
- LSI: 2 mils epoxy primer and min. 4 mils Super Durable TGIC (6 mils)
- Gametime: TGIC (3-5 mils)
- Playworld: 2 mils epoxy primer and min. 4 mils Super Durable TGIC (6 mils)
- Burke - Standard: 0 mils primer and 3-6 mils TGIC (3-6 mils)
- Burke - Super Dur.: 0 mils primer and 3-6 mils Super Durable TGIC (3-6 mils)
- Burke - Coastal: 3 mils epoxy primer and 3-6 mils TGIC/ S.D TGIC (6-9 mils)
- Play & Park: TGIC (3-5 mils)
- Little Tikes: 0 mils primer and 7 mils Super Durable TGIC (7 mils)
- We also provide the industries ONLY Powder Coating warranty (5 years).

Die-casting / Aluminum Alloy -The industry utilizes a die-cast aluminum alloy for their collar/connections, caps. Exception: Little Tikes uses a steel clamp.

The alloys used vary in strength:

- A369 (TS:47,000 psi/YS:28,000 psi): Playcraft, LSI
- A356 (TS:34,000 psi/YS:24,000 psi): Burke, P & P, Miracle
- A380 (TS:45,000 psi/YS:22,000 psi): Gametime
- A319 (TS:35,000 psi/YS:23,000 psi): Playworld

Roto-Molded Polyethylene (PE) Plastics - Each manufacturer lists their average thickness at 0.25", the difference is color compounded vs. factory mix. Color compounded resins are superior because they eliminate issues like colorant "clumping" and insufficient dispersion of mixtures. See below for who uses which methods.

- Color compounded = each resin pellet has uniform color throughout
 - o Playcraft, Landscape Structures, Playworld, Burke
- Factory mix = resins and polymers are mixed onsite
 - o Gametime, Play & Park, Miracle, Little Tikes

We have a higher UV rating:

- UV-16 Playcraft
- UV-12 Gametime, Play & Park, Miracle, Little Tikes
- UV-15 Burke
- UV-8 Playworld
- Not Listed: Landscape Structures

Steel & Aluminum Tubing — this is all pretty standard across the industry

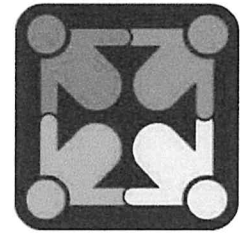
- Playcraft uses 11 gauge, Tensile Strength = 55,000 psi
- Playcraft is utilizing heavier gauge tubing than the competition. Miracle & Little Tikes also use heavier gauge tubing. The lightest gauge Playcraft utilizes is 14 gauge (on our barrier rails only).
- We Hand-finish every Weld - No other playground manufacturer is as dedicated to providing a supremely finished weld.
- A combination of experienced and certified welders (along with robotic welding on many components) begin the process.
- A team of inspectors and finishers grind and hand-finish each weld - TWICE.

Deck Structure — our decks are structurally superior, they will not sag or bounce. Here is a list of the largest unsupported areas:

- Playcraft: 1.5 sq. ft (we have supports every 18")
- Miracle: 3.9 sq. ft
- LSI: 2.5 sq. ft (their spec. states 3.5 sq. ft.)
- Gametime: 2.2 sq. ft
- Little Tikes: 4.2 sq. ft
- Burke: 1.9 sq. ft.
- Playworld: 1.7 sq. ft

Deck Finish — We offer the thickest PVC finish in the industry in more colors than any competitor.

- Playcraft Systems: between 120 - 160 mils
- Miracle between 60 — 120 mils
- Landscape Structures: approx. 80 mils
- Gametime: minimum 80 mils
- Playworld: between 80 — 100 mils
- Burke: between 80 — 150 mils
- Play & Park: minimum 80 mils
- Little Tikes between 60 — 120 mils



PLAYCRAFT®

S Y S T E M S

A PLAYCORE® Company

Warranties & Quality Assurance

PlayWell is extending an exclusive 3-year parts and labor warranty for material and/or workmanship. This covers all labor and any parts that would need to be replaced in the first 3 years. This is in addition to the warranty information shown on the following page from PlayCraft Systems.

We hereby agree to the parts and labor warranty for The City of San Juan - Youth Center & Park.

x Diego Ortiz



Company History

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Over the last 34 years, The PlayWell Group, Inc has been among the top 5 sales agencies of park, playground, and athletic equipment in the country. We are dedicated to supplying our customers with the best quality products for the best value. We market our products to a diverse array of clients in the school, church, daycare, municipality and other markets. Our mission, our vision, and our values are all customer driven. We believe that if we do our jobs well, our efforts will be rewarded.

- ☐ Established - 1988 in Albuquerque, NM,
- ☐ Owned By - Matisse Martinez, President and Jeff Popenoe, Vice President

PlayWell Group, Inc. has been a very solid company for the past 30 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small.

D/MWB / HUB Certified

- ☐ Texas Corporation – Established in 1997
- ☐ Primary Markets - Schools, Local Park & Recreation, Apartments, Churches, Daycares, Military, State Parks, Head Starts
- ☐ Exclusively representing Playcraft Systems, Inc. and Icon Shelter Systems along many more
- ☐ Past Texas Recreation & Parks Society – Ex - Board Member, 5 years
- ☐ BuyBoard Vendor
- ☐ HGAC Vendor
- ☐ New Mexico SPD Vendor
- ☐ Territories – Texas, New Mexico, Oklahoma, Arkansas, and Colorado

Operational Offices-

Boerne, TX (San Antonio)- Customer Service Center
203A State Highway 46 East
Boerne, TX 78006
Toll Free – 800-726-1816

Albuquerque, New Mexico
9430 San Mateo Blvd. NE, Unit G
Toll Free – 800-726-1816

Website – www.playwellgroup.com

Personnel-

☐ Sales Consultant Team

Diego Ortiz, South Texas, Rio Grande Valley

Jason Gruwell C.P.S.I., Colorado

James Robertson, C.P.S.I. Central Texas & Colorado

Kerry Walsh, Southeast Texas, Houston

Carl Simmons C.P.S.I., Austin, Central Texas, Lea County, NM

Jeff Popenoe, C.P.S.I., North & Central New Mexico

Steven Janisch, Southeast Texas, Houston

Sara Partridge, ASLA, Austin, TX

Jeff Popenoe C.P.S.I., Lubbock, West Texas, Oklahoma Panhandle, Eastern New

Mexico Amber Fitzgerald, Oklahoma City, Oklahoma

Rwandy Valdovinos, C.P.S.I., Southeast Texas

Frank Zamora, Dallas, TX

Jeff Popenoe, C.P.S.I., So. NM / El Paso County

Mitchell Wayman, C.P.S.I., Arkansas Area

David Robertson, C.P.S.I. NE TX

☐ Sales Support Team

Rebekah Flint

Pamela Johnston

Jodie Alamilla

Leonella Martinez

Carrie Chavez C.P.S.I., CAD Playground Design

☐ Customer Service Team

Maria Powell, Business Manager

Megan Dudley, Purchasing/ Parts / Warranty Service / Freight

Kaytlin Berry, Customer Service / Order Acknowledgements

☐ Additional Support Personnel

Paul and Barb Gesner, Treasurer/Accounting

☐ Executives –

Matisse Martinez, President / Owner

Jeff Popenoe, Vice President / Owner

James Robertson, GM / Co-Owner

Certified Installers Team-

Rex Playgrounds - Serving Oklahoma and Arkansas

MPPI – serving all of Texas

Evandor Playscapes– Serving all of Texas

Full Court Installers– serving the valley

Wade Construction – Serving Southeast Texas

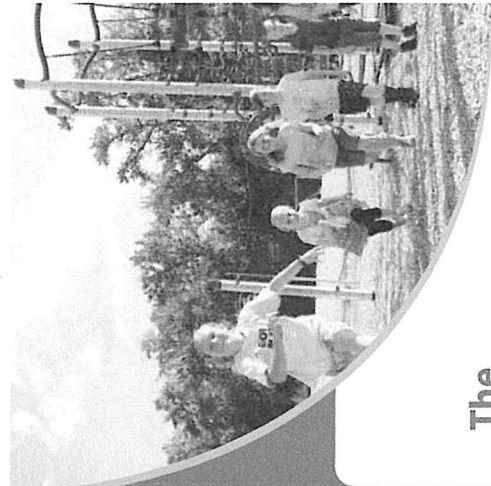
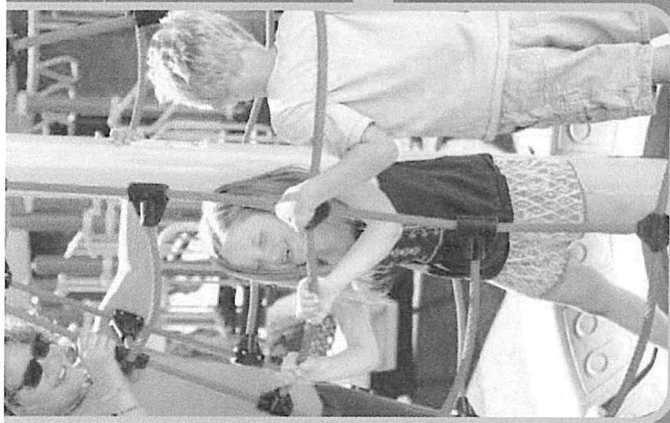
Aaron Marshal, Superintendent

Hansen & Prezzano – Serving New Mexico & El Paso County

Hep Prezzano, N.P.S.I., Partner

BedRock Slingers/Ground Solutions – Serving all of Colorado

GroundBreakers Colorado – Serving all of Colorado



Since 1988

PlayWell

Athletic, Park, and Playground Equipment

Arkansas | Colorado | Oklahoma | New Mexico | Texas

Making Your Vision Possible

We value your time and want to assist you in creating a one-of-a-kind installation from the ground up. Our team of qualified and CPSI certified representatives are experts in the field and know just how to meet your needs and are eager to understand in full, what you want to get out of your recreational space. Whether it is enhancing an existing playground or providing valuable shade to outdoor areas, we take the time to assess your challenges in order to provide the most reliable and long-lasting solutions needed to get the job done right and keep your cost of ownership at a minimum.



The PlayWell Story...

"Traveling the beautiful state of New Mexico while selling playgrounds in 1986, I realized a need for creating a company name that embodied my passion for wellness. Having just completed a series of cancer treatments, a fervor for wellness and ways to be well ignited and allowed me to reflect on what exactly generates wellness in our lives.

PLAY. to Everyone can use play to reduce stress and promote being well. Our company sells products that offer play opportunities for all ages, so I decided on The PlayWell Group. Since 1986, I chose to spread my passion for play and wellness each day. In 1988, I added a business partner, Matisse Martinez, but more importantly my life partner and wife. Still blessed with the burning love for play and wellness, we're elated to now have a fantastic team at The PlayWell Group who works hard to serve you!"

Thanks for Playing & Be Well!
Play Safely, PlayWell

Jeff Popenoe
& Matisse Martinez
Founders



Inclusive
| Playground Designs

For valuable playground safety
information, go to www.cpsc.gov

203A State Highway 46 East
Boerne, Texas 78006

CALL TODAY!

(800) 726-1816

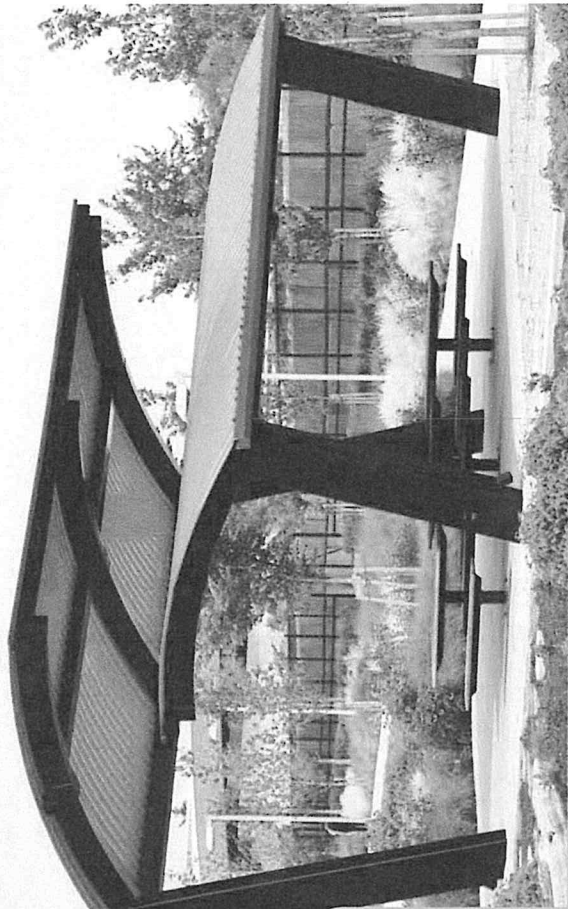
playwellgroup.com

#playwellevyday

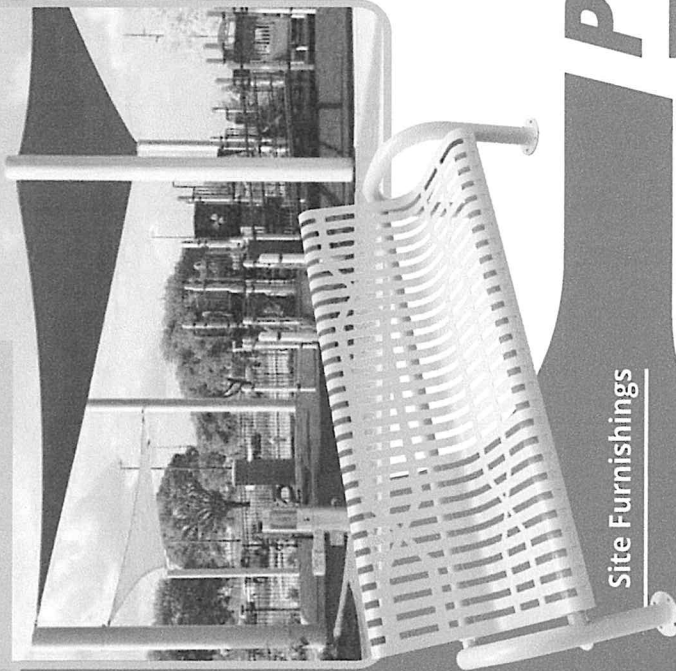
GFRC CUSTOM PLAY STRUCTURES



STEEL & WOOD SHELTERS



FABRIC SHADE



Playgrounds

- Integrated Shades
- Custom Playground Designs
- Independent Play Including Swings, Climbers, Slides and Spinner
- Outdoor Fitness Equipment
- Musical Play

Safety Surfaces

- Engineered Wood Fiber
- Synthetic Turf
- Rubber Tiles
- Poured-In-Place Rubber

Other Types of Play

- Indoor Contained Play
- Indoor Themed Play
- GFRC Custom Play Structures
- Recycled Plastic Play Structures

Site Furnishings

- Benches and lean to benches
- Tables
- Litter Receptacles
- Bollards and Planters
- Bike Racks and Bike Lockers
- Water Fountains
- Variety of Materials including Steel, Aluminum, Wood, Recycled Plastic, Concrete

Sports & Athletic Equipment

- Basketball Goals
- Baseball Backstops
- Bleachers Of All Sizes
- Football, Soccer, Hockey, Lacrosse Goals
- Wind Screening, Tennis Nets & More

Site Furnishings

PlayWell

► *Everything in a Park that Doesn't Grow*



Arkansas | Colorado | Oklahoma | New Mexico | Texas

Qualifications and Experience

Project Manager - Diego Ortiz (PlayWell Group)

Direct - (956)-342-4647

diego@playwellgroup.com

Project Manager - James Robertson (PlayWell Group)

Direct - (210)-381-3467

james@playwellgroup.com

Administrative Assistant/Contract Specialist - Maria Powell (PlayWell Group)

Direct - 1-(800)-726-1816

maria@playwellgroup.com

Installer - Alonzo Perez (Full Court)

Direct - (956)-332-6514

Poured in Place Rubber Installer - Kenny Alvidrez (Flexi Turf)

Direct - (210)-355-2479

Kenny@flexiturf.com

Resume – Project Manager Day to Day Qualifications and Experience...continued

Diego Ortiz would be the day to day contact for this project. Our Sales professional specializes in playground design, ASTM & CPSC playground compliance, project management and ADA guidelines. Diego has a few years of experience and has overseen several projects varying in size and in scope. He excels in collaborating with park professionals, landscape architects, PTA boards, HOA boards, general contractors, military bases and private builders. When the project calls for design assistance, Diego has worked closely with other municipalities, notably Edcouch Elsa ISD, Aransas County ISD, Freer ISD, Episcopal Day School (Private School in Brownsville) and (on going) PSJA ISD on complete playground designs. Diego strives for superior customer service and communication over everything else. If awarded the project Diego would work closely with La Joya ISD to ensure deadlines are met, colors/designs are accurate and that the entire process goes smoothly.

Best regards,

Diego Ortiz

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Diego A. Ortiz

Sales Consultant/ Project Manager

2025 Central Blvd. Ste. C

Brownsville, TX 78520

diego@playwellgroup.com

Cell - (956)-342-4647

Playing Safely, Playing Well True

Blue since 1988

Resume – Project Manager

Qualifications and Experience...continued

James Robertson brings 20 years of construction experience to our team with a wide range of project management. This CPSI professional has led many multi-site projects over the years in different states managing multiple contractors with varying scopes of work. At any given time he provides leadership to 30-45 installation sites with up to 15 crews. He has completed a single playground & shelter project in excess \$997,000 for one site and 4 multi-site projects ranging from \$1.7M-\$2.7M. The multi-site projects include up to 17 sites at a time with a limited build time, all of which included a metal shelter installation. James has an extensive knowledge of construction processes in the field as well as the language that designers and builders use. He respects the protocol that is necessary to ensure all parties are effectively communicated to in a timely manner. If awarded this project James would work closely with the installation crew.

Best regards,

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

James D. Robertson - CPSI

General Manager/Co-Owner

Texas, Arkansas, Oklahoma, Colorado, New Mexico

james@playwellgroup.com

210-381-3467 cell

800-726-1816

www.playwellgroup.com

Resume – Business Manager

Qualifications and Experience...continued

Maria Powell— Business Manager of The PlayWell Group, Inc. and Playworks, Inc. brings many years of experience in administration and project management with contracts, RFP's, bond solicitations, and registrations with many of our co-op partnerships. Her scopes of work vary from project to project to ensure all requirements are in compliance. She provides leadership with all of the office personnel to provide best practices to ensure success and improve the process by leveraging team collaboration tools and techniques. Working side by side with co-owner, James Robertson to demonstrate and lead a successful company, such as The PlayWell Group, with projects ranging from \$50K to \$2M.

Best regards,

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Maria Powell

Business Manager

Texas, Arkansas, Oklahoma, Colorado, New Mexico

maria@playwellgroup.com

800-726-1816 ext. 101

www.playwellgroup.com

TABULATION



Project Name: San Juan Parks & Recreation Center Phase I
Owner: City of San Juan
Project Number: 21052
Date: Thursday, December 15, 2022 @ 3:00 PM

	Company	Total Base Proposal Amount	Alternate No. 1 Splash Pad	Alternate No. 2 Playground Equipment	Addenda No. 1	# of Calendar Days	Bid Bond
3	Davila Construction	\$2,899,000.00	\$245,000.00	\$470,000.00	yes	yes	yes
4	ECON Group, LLC	\$4,000,000.00	-	-	yes	yes	yes
5	Playwell Group						
6							
7							
8							
9							
10							
11							
12							
13							

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Possible Action to Authorize the City Manager to Advertise a Request for Proposals for Emergency Ambulance Services. [Tirso Garza, Fire Chief]

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Authorize the City Manager to Advertise a Request for Proposals for Emergency Ambulance Services.

RECOMMENDATION:

Authorize the City Manager to advertise a Request for Proposals for Emergency Ambulance Services.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Discussion and Consideration to Award RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur) and Authorize the City Manager to Execute all Related Documents as needed to the most responsible bidder. [Lori Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On November 2, 2022 and November 9, 2022, Staff Advertised in the Advance Newspaper to Solicit Bid Proposals for RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur). A Pre-Bid Conference was held on November 7, 2022 and a Bid Opening was held on November 22, 2022. The following bids were received:

1. Gold Star Petroleum, Inc. - Spring, TX
2. RGV Pump & Equipment, LLC - San Benito, TX

RECOMMENDATION:

Select and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur) with the Most Responsible Bidder.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



REQUEST FOR SEALED BIDS

RFB NO. 23-004-11-22

**PURCHASE OF UNLEADED PLUS
(89 OCTANE RATING)**

AND

**HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)**



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on RFB NO. 23-004-11-22 as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to NOVEMBER 15, 2022, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder:

☒ [Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]
GOLD STAR PETROLEUM, INC.

Contact Name: J. J. RODRIGUEZ PRESIDENT
[Please print or type name] [Title]

Address: ☒
PO Box 11151
[Mailing]
Spring, TX 77391
[Street, if different]

Telephone: ☒
281-379-5928 / 413-559-2475
[Print or type telephone number]

Fax: ☒
281-379-5928
[Print or type telephone number]

Email: ✓

GOLD STARPETRO@COMCAST.NET
[Print or type]

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **TUESDAY, NOVEMBER 22, 2022, at 3:00 pm.**, for **RFB NO. 23-004-11-22 PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)** at which time they will be taken to the City Hall Conference Room located at 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
REQUEST FOR SEALED BID NO. 23-004-11-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Department (956)223-2204, by picking them up at the San Juan City Hall, 709 S. Nebraska Avenue, 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.sjtx.us.

A Pre-Bid Conference will be held on Monday, November 7, 2022 at the San Juan Memorial Library located at 1010 S. Standard, San Juan, Texas at 10:00 a.m.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide **PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line "**PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)– RFB NO. 23-004-11-22**". In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

CITY OF SAN JUAN
Supply Contract for Purchase of
Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra Low Sulfur)

Please read specification thoroughly and make sure that the lubricants offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the lubricants be provided as specified.

UNLEADED PLUS (89 OCTANE RATING) AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL

All specifications shown are minimum.

- Bids are to be submitted in sealed envelopes upon the blank form of bid attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification.**
- **Bids are to have full firm name and address of Bidder and manually signed.** failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her company in a contract.
- Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.
- No substitution or cancellations will be permitted without written approval of City of San Juan.
- Delivery of product shall be on the day the City personnel placed the order.
- If a delay is foreseen, Bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such unleaded plus and highway diesel elsewhere and charged increase cost and handling to defaulting Bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful Bidder.

- The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

- The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the be the lowest most advantageous for the City.
- The Bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to Leroy Gonzales, Director of Finance, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the Bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent, and obtain clarification by addendum prior to submitting bid.
- The City of San Juan will execute payment by mail in accordance to the State of Texas Payment Act after invoice has been received for those quantities of fuel that have been delivered. No other method of payment will be considered.
- Where in this bid package fuel is used, its meaning will refer to the Supply Contract for the purchase of Unleaded Plus and Highway Diesel.
- Number of days stated on bid form for complete delivery will be a factor in the evaluation and award of bid.
- Proof of General Liability, Auto Liability and Workers' Compensation Insurance must be provided in the bid packet.
- The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
- Contract will be for a period of one (1) year beginning on October 1, 2022 to September 30, 2023 with the option of renewing the contract for two (2) additional years, with one year intervals ending on September 30, 2025.
- Payment will be made for delivered quantities only.
- Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.
- Estimated Fuel Consumption for Fiscal Year 2020 – 2021 is as follows:

Unleaded - 85,000 gallons

Diesel - 75,000 gallons

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

CITY OF SAN JUAN INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the Unleaded Plus (89 octane rating) and Diesel Highway (ultra-low sulfur) fuel offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the fuel be provided as specified.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

PURCHASE OF UNLEADED PLUS (89 OCTANE) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)

INTENT

The unleaded plus and diesel highway fuel to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Bids will be submitted in sealed envelope; the envelope must be marked on the outside as follows:

**SEALED PROPOSALS FOR
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND
DIESEL HIGHWAY FUEL (ULTRA-LOW)
RFB NO. 23-004-11-22
PURCHASING / RISK DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit **one (1) original and (1) USB** of bid on the Invitation to Bid packet. **Bids submitted by fax or electronically will not be accepted.** Once the bids have been opened, those firms who submitted a bid may also be required to submit an electronic copy of their submitted bid. Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. **No late bids will be accepted.** Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Bidders shall provide proof of insurance for General Liability, Auto Liability and Workers' Compensation when submitting bid.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the fuel specification has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of San Juan.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation

for bids shall be directed to the designated individuals as outlined in the bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

PROOF OF INSURANCE

Bidder shall provide a copy of their General Liability, Auto Liability and Workers' Compensation insurance as part of packet. If insurance is not provided, bid packet will be voided.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

INSURANCE REQUIREMENTS

The Bidders agree to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law and/or as required by the City of San Juan, Texas, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agree to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, **therefore providing the best value.** Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the requirements within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of

termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

It is understood that the unleaded plus and highway diesel requirements are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. **Price quoted must be from the Oil Price Information Service (OPIS)** from October 1, 2022, ending on September 30, 2023, with the option to extend the contract for an additional two (2) years, with one year intervals. OPIS pricing must be used for the additional two (2) years ending September 30, 2025. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN
PURCHASE OF UNLEADED PLUS AND HIGHWAY DIESEL

RFB NO. 23-004-11-22 - Supply contract for the purchase of Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur).

BID OPENING DATE: November 22, 2022 at 3:00 p.m.

Please read your specifications thoroughly and be sure that the items offered comply(ies) with all requirements.

The solicited bids are to provide the following: ~~ITEMS "3 THRU" 6 & "8 THRU" 9 SHALL BE PROVIDED & THESE ITEMS ONLY APPLY TO BIDDER'S TANKS & PUMPS CURRENTLY AT CITY OF SAN JUAN - SERVICE CENTER~~

1. ~~Bidder is to provide two (2) 3,000 gallon tanks or one (1) 6,000 gallon tank per site two (2) at no cost. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the unleaded plus fuel.~~ WILL NOT PROVIDE.
2. ~~Bidder is to provide two (2) 3,000 gallon tanks one (1) per site. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the diesel highway.~~
3. Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur) is to be delivered free of charge to the City of San Juan.
4. Delivery of fuel must be done on the same day when the order is placed.
5. Bidder must be able to provide delivery on Saturday and Sunday when applicable.
6. Bidder must be able to provide fuel on an emergency basis after business hours, if applicable.
7. ~~Bidder must provide retractable hoses, nozzle hang-ups, weekly maintenance report and bi-yearly (6 mos.) cleanup of tanks.~~
8. In case of a disaster when fuel is not readily available, bidder must give the City of San Juan **first priority to purchase fuel**.
9. Contract will be for one (1) year with an additional two (2) years (with one year intervals).
10. ~~Bidder must provide containment area at both (2) sites (cement or center block).~~
11. ~~Bidder must properly label all tanks.~~
12. ~~Installation of emergency cut-off switches must be provided at both (2) sites.~~
13. ~~Installation of all wiring must be provided by bidder~~
14. A bid meeting will be held one week after bid has been announced
15. Bidder must supply fueling system so that the City of San Juan can monitor usage

NOTE: ITEMS MARKED BY "X" SHALL NOT BE PROVIDED AT NEW FUELING SITES PLANNED BY CITY OF SAN JUAN.

The City of San Juan reserves the right to refuse and reject any and all bids, and to waive any or all formalities or technicalities, and award the contract as may be deemed to be the best and most advantageous to the City of San Juan.

Quotations are request for furnished materials or services described below in accordance with term set forth herein. **Bidders are to include one (1) original and one (1) USB of quote.**

ITEM		DESCRIPTION OF GOODS OR SERVICES		
		UNLEADED PLUS	DIESEL HIGHWAY (ULTRA LOW SULFUR)	
1	*Base Price (OPIS average for November, 2022)	\$2.5641	\$3.5410	
2	Delivery Margin	\$0.1995	\$0.1995	
3	Federal Fuel Taxes	\$ — 0 —	\$ — 0 —	
4	State Fuel Taxes	\$0.2000	\$0.2000	
5	Delivered Price	\$2.9636	\$3.9405	
PRICES NOTED ABOVE APPLY TO ALL CITY SITES. ALSO, NO ADDITIONAL DELIVERY CHARGES SHALL BE ASSESSED TO GENERATORS OWNED BY THE CITY OR WATER PLANT LOCATIONS.				
		Number of day(s) for delivery: SAME DAY		
*Base price shall always be an OPIS average				

Note: Bidder is to provide storage tanks and pumps free of charge to the City. THIS APPLIES ONLY TO TANKS & PUMPS OWNED BY BIDDER & CURRENTLY AT CITY OF SAN JUAN SERVICE CENTER.

The undersigned hereby agrees, unless hereinafter stated otherwise, to furnish all materials shown and outlined in the specifications. The bidder further agrees that the City reserves the right to accept or reject any or all bids, waive any or all formalities, and accept the bid seemed most advantageous to the City and hold the bids for a period of 60 days without taking action thereon.

IMPORTANT NOTICE: ALL PRICES SHOWN ABOVE ARE FOR THE SUPPLY OF FUEL ONLY & FOR MAINTENANCE OF CURRENT TANKS & PUMPS OWNED BY GOLD STAR PETROLEUM, INC. & LOCATED AT THE CITY'S CURRENT FUELING STATION AT THE SERVICE CENTER. GOLD STAR IS NOT IN THE CONSTRUCTION BUSINESS AND THEREFORE CANNOT CONSTRUCT NOR PROVIDE NEW TANKS & RELATED EQUIPMENT AT THE NEW SITES PLANNED BY THE CITY. GOLD STAR IS ACTIVELY ENGAGED SOLELY IN THE SUPPLY & DISTRIBUTION OF FUELS STATEWIDE & HAS BEEN PROUDLY SERVING THE RGV FOR OVER 41 YEARS. WE LOOK FORWARD TO BEING OF CONTINUED SERVICE TO THE CITY OF SAN JUAN DIRECTLY FROM OUR FUELING TERMINAL IN SAN JUAN, TX. GOLD STAR PETROLEUM, INC. IS HUB CERTIFIED AND HAS CONTINUED TO RECEIVE A VENER PERFORMANCE RATING OF GRADE A FROM THE STATE OF TEXAS!

COMPANY

GOLD STAR PETROLEUM, INC.
Company Name
ADMIN LOCAL
PO Box 11151 851 E. INTERSTATE 2
Address
SPRING, TX SAN JUAN, TX
77391 78589
City, State Zip Code
281-399-5928 / 713-559-2445
Phone Number

J. J. RODRIGUES, Pres.
Print Name
[Signature]
Authorized Signature
PRESIDENT
Title of Signatory

CITY OF SAN JUAN

CITY MANAGER, Print Name

CITY MANGER, Authorized Signature

709 S. NEBRAKSA
Address

San Juan Texas 78589
City State Zip Code

956-223-2200
Phone Number

From: opisadmin@opisnet.com
Sent: Thursday, November 17, 2022 9:08 AM
To: goldstarpetro@comcast.net
Subject: OPIS Wholesale Racks n

HARLINGEN, TX

CBOB ETHANOL(10%) PRICES								9.0 RVP
	Terms	Unl	Move	Mid	Move	Pre	Move	
Valero	u N-10	233.04	- 3.13	255.54	- .13	291.54	- 3.13	
XOM	b 125-3	241.01	- 3.80	257.22	- 3.79	294.68	- 3.80	
Valero	b 1-10	241.27	- 3.03	256.17	- 3.03	294.81	- 3.03	
Chevron	b 1t45c	243.00	- 2.40	256.70	- 2.40	298.00	- 2.40	
LOW RACK		233.04		255.54		291.54		
HIGH RACK		243.00		257.22		298.00		
RACK AVG		239.58		256.41		294.76		

WHOLESALE B5 SME BIODIESEL PRICES			
	Terms	ULS No.2	ULS2 RD
Valero	u N-10	342.83	343.33
Citgo	b 1-10	351.29	-- --
XOM	b 125-3	351.52	-- --
Valero	b 1-10	353.27	-- --
Chevron	b 1t45c	371.60	372.10
LOW RACK		342.83	343.33
HIGH RACK		371.60	372.10
RACK AVG		354.10	357.72

RE: RFB No. 23-004-11-22

BID DUE: TUES, NOVEMBER 22, 2022 @ 3:00PM

Gold Star Petroleum, Inc.
 P.O. Box 11151
 Spring, Texas 77391-1151



ADDENDUM NO. 1

CITY OF SAN JUAN

PURCHASE OF UNLEADED PLUS HIGHWAY
(89 OCTANE RATING)

AND

HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)

RFB NO. 23-004-11-22

Notice is hereby given to all prospective respondents of the following:

10. Bidder must provide containment area at both (2) sites (cement or center block), properly sealed and painted as required.

NOTE: BIDDER IS NOT IN THE CONSTRUCTION BUSINESS AND CANNOT PROVIDE CONTAINMENT.

ACKNOWLEDGED BY: [Signature]

COMPANY: GOLD STAR PETROLEUM, INC.

DATE: 11/17/2022

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
OCTOBER 7, 2022

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.

GOLA STATE PETROLEUM, INC.

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.

NONE

Name of Officer

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

NONE

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

☐

Yes

☒

No

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

☐

Yes

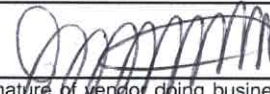
☒

No

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

NONE

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

7  , Pres.
Signature of vendor doing business with the governmental entity

NOV/17/2022
Date

THIS CERTIFIES THAT

Gold Star Petroleum, Inc.



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 447110; 447190; 424710; 424720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/22/2020

Issued Date

HS04211

Certificate Number

12/31/2021

Expiration Date

Jose Turcios
NMSDC Board Chair

Ingrid M. Robinson

Ingrid M. Robinson, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Certification: View

HUB CERTIFICATION

Certification List

Add/Update Commodity Codes

Add Date Alert

This record is from **Houston Minority Supplier Development Council**. It is not managed by Texas Comptroller of Public Accounts.

Vendor Information

BUSINESS NAME	Gold Star Petroleum, Inc.
SYSTEM VENDOR NUMBER	20024623
PRIMARY OWNER'S NAME	JJ. RODRIGUEZ
ETHNIC GROUP	Hispanic American
GENDER	Male

Certification Information

CERTIFYING AGENCY	Houston Minority Supplier Development Council
CERTIFICATION TYPE	HUB - Historically Underutilized Business ✓
EFFECTIVE DATE	12/23/2021
RENEWAL DATE	12/31/2022

Contact Information

MAIN COMPANY EMAIL	goldstarpetro@comcast.net
MAIN PHONE	281-379-5928
MAIN FAX	281-379-5928

Addresses

PHYSICAL ADDRESS	851 E Frontage Rd. US 83 Expressway SAN JUAN, TX 78589 [map]
MAILING ADDRESS	PO BOX 11151 SPRING, TX 77391 [map]

Business Capabilities

BUSINESS CERTIFIED FOR	Marketer/supplier of all types of fuels HUBwide in Texas (gasoline, diesel, jet, kero).
------------------------	---

FULL DESCRIPTION OF
CAPABILITIES/PRODUCTS
COMMODITY CODES

No Codes Assigned

Add/Update Commodity Codes

Owner Ethnicity and Gender

ETHNIC GROUP

Hispanic American

GENDER

Male

Location

COUNTY

Certification List

Customer Support

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2022

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED GOLD STAR PETROLEUM INC PO BOX 11151 SPRING, TX 77391-1151		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: FEDERATED RESERVE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
034-322-8		NAIC # 13935 15024	

COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	9026832	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	9026832	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION	N	N	0724630	04/01/2022	04/01/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9877123	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISE/SE - 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)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER**CANCELLATION**GOLD STAR PETROLEUM INC
PO BOX 11151
SPRING, TX 77391-1151

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Goldstar

From: Vendor Performance [vendor.performance@cpa.texas.gov]
Sent: Tuesday, August 09, 2022 12:29 PM
To: goldstarpetro@comcast.net
Cc: donna.bussey@tdcj.texas.gov
Subject: Vendor Performance Report - Published Gold Star Petroleum, Inc. Purchase Order No.: 2-BP202850

*****This is an automated email.*****

 The following Vendor Performance Report (VPR) is now closed and is public record. Thank you for your work with the State of Texas.

Best regards,

Vendor Performance Program

Texas Comptroller of Public Accounts Email: vendor.performance@cpa.texas.gov

-Vendor Performance Report Summary-

[View Vendor Performance Report](#)

Report Date: 8/9/2022

Date Published: 8/9/2022

Report Grade: A



Commodity/Service: Commodities

Purchase Type: SPD Delegated

Purchase Order No.: 2-BP202850

Purchase Order Amount: 5070000.00

Requisition No: BP202850

PO Date: 9/1/2021

Class/Items: 40515

Contract ID: BP202850

Report Submission Reason: Annual Review

Delay Justification:

Vendor ID: 17422079008

Vendor Name: Gold Star Petroleum, Inc.

Vendor Contact Name: J.J. Rodriguez

Vendor Address: PO BOX 11151,

Vendor City/State/Zip: Spring/Texas/77391-1151

Vendor Phone: 281-379-5928

Vendor Email: goldstarpetro@comcast.net

Agency Name: Tx Dept Crim. Justice/inst Div - 696

Agency Address: 2 financial plaza ste 525,

Agency City/State/Zip: HUNTSVILLE/Texas/77320

Agency Contact: Donna Bussey

Agency Phone: 936-437-7104

Agency Email: donna.bussey@tdcj.texas.gov

Performance Codes:

Positive Performance Code(s)

(310) Order or service completed satisfactorily

(Code Descriptions: http://www.window.state.tx.us/procurement/prog/vendor_performance/vendor-performance-codes)

Resolution date:

Grade Explanation

Grade A:

Contractor that delivered the good or service; that is the best value for the good or service because it complied with all the specifications and evaluation criteria identified in the solicitation documents; in full compliance of all material terms of the contract; and with complete or substantial customer satisfaction.

Grade B:

Contractor delivered the good or service that is the best value for the good or service because it complied with all specifications and evaluation criteria identified in the solicitation documents; in substantial compliance of all material terms of the contract or promptly remedied any instance of non-compliance with the material terms of the contract; and with substantial or adequate customer satisfaction.

Grade C:

Contractor delivered the good or service that is the best value for the good or service because it complied with all specifications and evaluation criteria identified in the solicitation documents; substantially remedied a majority of the in-stances of non-compliance with the material terms of the contract; and with adequate customer satisfaction.

Grade D:

Contractor delivered the good or service that was not the best value for the good or service because it did not comply with substantially all specifications and evaluation criteria identified in the solicitation documents; or in substantial non-compliance of material terms of the contract and failed to remedy a majority of instances of non-compliance with the material terms of the contract.

Grade F:

Contractor delivered the good or service that was not the best value for the good or service because it did not comply with all specifications and evaluation criteria identified in the solicitation documents; in substantial non-compliance of material terms of the contract and failed to remedy a majority of instances of non-compliance with the material terms of the contract; or in a manner that subjects the contractor to debarment.



REQUEST FOR SEALED BIDS

RFB NO. 23-004-11-22

**PURCHASE OF UNLEADED PLUS
(89 OCTANE RATING)**

AND

**HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)**



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on RFB NO. 23-004-11-22 as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to NOVEMBER 15, 2022, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: RGV PUMP & EQUIPMENT, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: JULISSA FUENTES EXECUTIVE ASSISTANT
[Please print or type name] [Title]

Address: 940 ANZALDUAS DR, SAN BENITO, TX 78586
[Mailing]

[Street, if different]

Telephone: (956) 399-1400
[Print or type telephone number]

Fax:
[Print or type telephone number]

Email: JULISSA@RGVPUMPS.COM
[Print or type]

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **TUESDAY, NOVEMBER 22, 2022, at 3:00 pm.**, for **RFB NO. 23-004-11-22 PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)** at which time they will be taken to the City Hall Conference Room located at 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
REQUEST FOR SEALED BID NO. 23-004-11-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Department (956)223-2204, by picking them up at the San Juan City Hall, 709 S. Nebraska Avenue, 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.sjtx.us.

A Pre-Bid Conference will be held on Monday, November 7, 2022 at the San Juan Memorial Library located at 1010 S. Standard, San Juan, Texas at 10:00 a.m.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide **PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line **"PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)– RFB NO. 23-004-11-22"**. In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

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

CITY OF SAN JUAN INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the Unleaded Plus (89 octane rating) and Diesel Highway (ultra-low sulfur) fuel offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the fuel be provided as specified.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

PURCHASE OF UNLEADED PLUS (89 OCTANE) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)

INTENT

The unleaded plus and diesel highway fuel to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Bids will be submitted in sealed envelope; the envelope must be marked on the outside as follows:

**SEALED PROPOSALS FOR
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND
DIESEL HIGHWAY FUEL (ULTRA-LOW)
RFB NO. 23-004-11-22
PURCHASING / RISK DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit **one (1) original and (1) USB** of bid on the Invitation to Bid packet. **Bids submitted by fax or electronically will not be accepted.** Once the bids have been opened, those firms who submitted a bid may also be required to submit an electronic copy of their submitted bid. Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. **No late bids will be accepted.** Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Bidders shall provide proof of insurance for General Liability, Auto Liability and Workers' Compensation when submitting bid.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the fuel specification has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of San Juan.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws,

Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

PROOF OF INSURANCE

Bidder shall provide a copy of their General Liability, Auto Liability and Workers' Compensation insurance as part of packet. If insurance is not provided, bid packet will be voided.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

INSURANCE REQUIREMENTS

The Bidders agree to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law and/or as required by the City of San Juan, Texas, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agree to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, **therefore providing the best value.** Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the requirements within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

It is understood that the unleaded plus and highway diesel requirements are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. **Price quoted must be from the Oil Price Information Service (OPIS) from October 1, 2022, ending on September 30, 2023, with the**

option to extend the contract for an additional two (2) years, with one year intervals. OPIS pricing must be used for the additional two (2) years ending September 30, 2025. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN
Supply Contract for Purchase of
Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra Low Sulfur)

Please read specification thoroughly and make sure that the lubricants offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the lubricants be provided as specified.

UNLEADED PLUS (89 OCTANE RATING) AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL

All specifications shown are minimum.

- Bids are to be submitted in sealed envelopes upon the blank form of bid attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification.**
- **Bids are to have full firm name and address of Bidder and manually signed,** failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her company in a contract.
- Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.
- No substitution or cancellations will be permitted without written approval of City of San Juan.
- Delivery of product shall be on the day the City personnel placed the order.
- If a delay is foreseen, Bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such unleaded plus and highway diesel elsewhere and charged increase cost and handling to defaulting Bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful Bidder.

- The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.
- The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the be the lowest most advantageous for the City.
- The Bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all

personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to Leroy Gonzales, Director of Finance, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

- Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the Bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent, and obtain clarification by addendum prior to submitting bid.
- The City of San Juan will execute payment by mail in accordance to the State of Texas Payment Act after invoice has been received for those quantities of fuel that have been delivered. No other method of payment will be considered.
- Where in this bid package fuel is used, its meaning will refer to the Supply Contract for the purchase of Unleaded Plus and Highway Diesel.
- Number of days stated on bid form for complete delivery will be a factor in the evaluation and award of bid.
- Proof of General Liability, Auto Liability and Workers' Compensation Insurance must be provided in the bid packet.
- The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
- Contract will be for a period of one (1) year beginning on **October 1, 2022 to September 30, 2023 with the option of renewing the contract for two (2) additional years, with one year intervals ending on September 30, 2025.**
- Payment will be made for delivered quantities only.
- Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.
- Estimated Fuel Consumption for Fiscal Year **2020 – 2021 is as follows:**

Unleaded - 85,000 gallons

Diesel - 75,000 gallons

**CITY OF SAN JUAN
PURCHASE OF UNLEADED PLUS AND HIGHWAY DIESEL**

RFB NO. 23-004-11-22 - Supply contract for the purchase of Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur).

BID OPENING DATE: November 22, 2022 at 3:00 p.m.

Please read your specifications thoroughly and be sure that the items offered comply(ies) with all requirements.

The solicited bids are to provide the following:

1. Bidder is to provide **two (2) 3,000 gallon tanks or one (1) 6,000 gallon tank per site two (2) at no cost.** Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the unleaded plus fuel.
2. Bidder is to provide **two (2) 3,000 gallon tanks one (1) per site.** Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the diesel highway.
3. Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur) is to be delivered free of charge to the City of San Juan.
4. Delivery of fuel must be done on the same day when the order is placed.
5. Bidder must be able to provide delivery on Saturday and Sunday when applicable.
6. Bidder must be able to provide fuel on an emergency basis after business hours, if applicable.
7. Bidder must provide retractable hoses, nozzle hang-ups, weekly maintenance report and bi-yearly (6 mos.) cleanup of tanks.
8. In case of a disaster when fuel is not readily available, bidder must give the City of San Juan **first priority to purchase fuel.**
9. Contract will be for one (1) year with an additional two (2) years (with one year intervals).
10. Bidder must provide containment area at both (2) sites (cement or center block).
11. Bidder must properly label all tanks.
12. Installation of emergency cut-off switches must be provided at both (2) sites.
13. Installation of all wiring must be provided by bidder
14. A bid meeting will be held one week after bid has been announced
15. Bidder must supply fueling system so that the City of San Juan can monitor usage

The City of San Juan reserves the right to refuse and reject any and all bids, and to waive any or all formalities or technicalities, and award the contract as may be deemed to be the best and most advantageous to the City of San Juan.

Quotations are request for furnished materials or services described below in accordance with term set forth herein. **Bidders are to include one (1) original and one (1) USB of quote.**

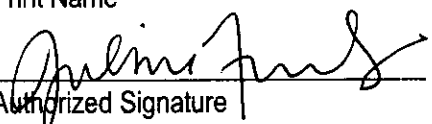
ITEM	DESCRIPTION OF GOODS OR SERVICES			
		UNLEADED PLUS	DIESEL HIGHWAY (ULTRA LOW SULFUR)	
1	*Base Price (OPIS average for November, 2022)	\$ 3.1750	\$ 4.0130	
2	Delivery Margin	\$.2250	\$.2250	
3	Federal Fuel Taxes	\$ 0.00	\$ 0.00	
4	State Fuel Taxes	\$ 0.00	\$ 0.00	
5	Delivered Price	\$ 3.4000	\$ 4.2380	
		Number of day(s) for delivery: 1		
*Base price shall always be an OPIS average				

Note: Bidder is to provide storage tanks and pumps free of charge to the City.

The undersigned hereby agrees, unless hereinafter stated otherwise, to furnish all materials shown and outlined in the specifications. The bidder further agrees that the City reserves the right to accept or reject any or all bids, waive any or all formalities, and accept the bid seemed most advantageous to the City and hold the bids for a period of 60 days without taking action thereon.

COMPANY

RGV PUMP & EQUIPMENT, LLC
Company Name
940 ANZLADUAS DR
Address
SAN BENITO, TX , 78586
City, State Zip Code
(956) 399-1400
Phone Number

JULISSA FUENTES
Print Name

Authorized Signature
EXECUTIVE ASSISTANT
Title of Signatory

CITY OF SAN JUAN

CITY MANAGER, Print Name

CITY MANGER, Authorized Signature

709 S. NEBRAKSA
Address

San Juan Texas 78589
City State Zip Code

956-223-2200
Phone Number



ADDENDUM NO. 1

CITY OF SAN JUAN

**PURCHASE OF UNLEADED PLUS HIGHWAY
(89 OCTANE RATING)**

AND

**HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)**

RFB NO. 23-004-11-22

Notice is hereby given to all prospective respondents of the following:

10. Bidder must provide containment area at both (2) sites (cement or center block), properly sealed and painted as required.

ACKNOWLEDGED BY: Julissa Fuentes

COMPANY: RGV Pump & Equipment, LLC

DATE: November 11, 2022

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
OCTOBER 7, 2022

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

Certificate Number:
2022-954740

Date Filed:
11/11/2022

Date Acknowledged:

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

RGV Pump & Equipment, LLC
San Benito, TX United States

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

City of 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.

23-004-11-22

PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) & HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)

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.



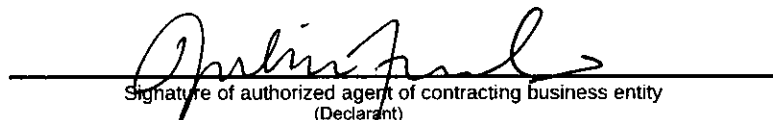
6 UNSWORN DECLARATION

My name is Julissa Fuentes, and my date of birth is 08/22/2000.

My address is PO Box 115 (street), Mercedes (city), TX (state), 78570 (zip code), USA (country).

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

Executed in Cameron County, State of Texas, on the 11 day of NOV, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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.

RGV PUMP & EQUIPMENT LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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

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

☐ Yes

☒ No

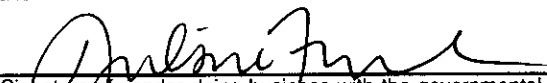
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

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

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

7 
Signature of vendor doing business with the governmental entity

11-11-2022
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

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

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

PRODUCER AssuredPartners of Texas, LLC 6300 Bridge Point Pkwy, Bldg 3, Ste 100 Austin, TX 78730	CONTACT NAME: Celina Brewer	
	PHONE (A/C, No, Ext): (512) 838-4263 FAX (A/C, No): (512) 343-0352	
	E-MAIL ADDRESS: celina.brewer@assuredpartners.com	
INSURED RGV PUMP & EQUIPMENT LLC 940 Anzalduas Dr San Benito, TX 78586	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Kinsale Insurance Company	38920
	INSURER B : National Liability & Fire Ins Co	20052
	INSURER C : National Fire & Marine Insurance Co	20079
	INSURER D : Texas Mutual Insurance Company	22945
	INSURER E : Scottsdale Insurance Company	41297
	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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			0100160214-1	8/13/2022	8/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACTORS POL \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73TRS123762	8/13/2022	8/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			72XAS007928	8/13/2022	8/13/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002037822	9/19/2022	9/19/2023	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Umbrella			0100160240-1	8/13/2022	8/13/2023	Aggregate \$ 4,000,000
E	Property			CPS7643374	8/24/2022	8/24/2023	\$ 700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of San Juan is shown as loss payee with regards to the General Liability policy. City of San Juan also shown as Blanket additional insured per ECP50020420 and Blanket waiver of subrogation per CAS40020110 on the General Liability.
Additional insured per M3745a062009 and (Named) Waiver of Subrogation per M5144a062007 on the Auto Policy.

CERTIFICATE HOLDER

CANCELLATION

City of San Juan
709 S Nebraska Ave.
San Juan, TX 78589-2649

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



940 Anzalduas Dr
San Benito, TX 78586
(956) 399-1400

November 11, 2022

Dear City of San Juan Purchasing,

We appreciate the opportunity to be considered for this fueling bid opportunity. In addition to our bid, we'd like to note the following below to ensure that both parties understand the nature of this bid.

RGV Pump & Equipment will;

- I. Provide and install the tanks required as per the bid.**
- II. Replace pumps, meters, and hoses pertaining to the tank.**
- III. Will sell and install a cloud based fuel management system; to include software and hardware components.**
- IV. Will make any additional modifications as needed.**
- V. Will honor same day fuel delivery as long as the fuel order is placed before 9:00 AM the day of.**

Should you have any questions or concerns about the stated point above, please feel free to contact myself or Mark Chairez at **MARK@RGVPUMPS.COM** or at his cell phone (956) 264-2778

Sincerely,

A handwritten signature in black ink, appearing to read "Julissa Fuentes", written over a horizontal line.

Julissa Fuentes
Executive Assistant
RGV Pump & Equipment, LLC
julissa@rgvpumps.com

RGV Pumps & Equipment, LLC

940 Anzalduas Dr
San Benito, TX US
+1 9563991400
manager@rgvpumps.com



Estimate

ADDRESS

City of San Juan
107 E. Hall Acres RD
San Juan, TX 78589

SHIP TO

City of San Juan
107 E. Hall Acres RD
San Juan, TX 78589

ESTIMATE # 8846**DATE 09/19/2022****SALES REP**

Mark Chairez

DATE	SKU	QTY	RATE	AMOUNT
	A1-SVC		0.00	0.00
	RGV Pumps will replace current tanks with 2-6000 gallon vertical tanks, per location. RGV Pumps will modify containment area to fit the vertical tanks, will install cloud based fuel management system to control both locations.			
	TEC-FMS-PKG	1	34,944.00	34,944.00
	1.) 2 Superboxes- 1 for maintenance location and 1 for PD/Fire Station. Both will have 2 hose with contacts wi-fi installed.			
	2.) myTecalemit equipment upgrade cell only-HDM Eco line of dispensers. M1.			
	3.) 2-1" Explosion proof gasoline pulse meter without the basic safe barrier. These will be installed at both locations.			
	4.) Both locations will receive FMOG100 fuel, lubes, oval gear, pulser, horizontal/vertical, HD Alum..w/LCD			
	A1-RGVP-SVC TECH	1	300.00	300.00
	Installation cost to include all software and it's components. Tank installation is free along with meters and pumps for both locations.			

In addition, all tanks, pumps, and meters are considered loaned equipment.

RGV Pumps will charge a monthly service fee of \$300 per month. The service will include any maintenance required, for example, repairs on pumps, meters, and software.

A1-MISC CHRG	0.00	0.00
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Warranty Coverages- Tecalemit offers a 2 year warranty, within the first 30 days, Tecalemit will replace as new. After the first 30 days, Tecalemit and RGV Pumps, will repair and replace any normal wear and tear on equipment. If equipment is damaged by accident beyond repair, cost of equipment will be passed down to the customer.

UPGRADES ARE FREE!!!! UNDER THE CLOUD SUBSCRIPTION THEY ARE AUTOMATCIALLY DONE.

SUBSCRIPTION IS INCLUDED IN YEAR 1, YEAR 2 SUBSCRIPTION IS AUTOMATICALLY BILLED AT \$479.49 PER MODEM OR SYSTEMS.

Please review the estimate below. If you have any questions, please let us know.

We look forward to working with you!
RGV Pumps & Equipment, LLC

SUBTOTAL	35,244.00
TAX	0.00
TOTAL	\$35,244.00

Accepted By

Accepted Date



**BID TABULATION SHEET
PURCHASE OF UNLEADED PLUS (89) OCTANE RATING
AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL
RFB NO. 23-004-11-22**

BID OPENING: TUESDAY, NOVEMBER 22, 2022 @ 3:00 P.M.
LOCATION: 709 S. NEBRASKA, SAN JUAN, TX CITY HALL CONFERENCE ROOM

VENDOR	UNLEADED PLUS					DIESEL HIGHWAY					Number of day(s) for delivery
	Base Price	Delivery Margin	Federal Fuel Taxes	State Fuel Taxes	Delivered Price	Base Price	Delivery Margin	Federal Fuel Taxes	State Fuel Taxes	Delivered Price	
GOLD STAR PETROLEUM, INC	\$2.5641	\$0.1995	\$0.0000	\$0.2000	\$2.9636	\$3.5410	\$0.1995	\$0.0000	\$0.2000	\$3.9405	SAME DAY
RGV PUMP & EQUIPMENT, LLC	\$3.1750	\$0.2250	\$0.0000	\$0.0000	\$3.4000	\$4.0130	\$0.2250	\$0.0000	\$0.0000	\$4.2380	1

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC) and Estancia Properties, LLC. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires an agreement between the Corporation, the City of San Juan and Estancia Properties, LLC. to be signed and executed before the Corporation allows the installation of fire hydrants and water lines at the Estancia Event Center.

The format of the Agreement is consistent with previous agreements approved by the City Commission in the past years.

RECOMMENDATION:

Staff recommends approval of the Resolution approving the Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Estancia Properties, LLC.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN

COUNTY OF HIDALGO

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of San Juan ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Estancia Properties, LLC ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Estancia Event Center Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not authorize the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. 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 the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert 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 similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the ____ day of _____, 20____.

ATTEST:

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

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benjamin Arjona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Manager of City of San Juan, that he executed the same as the act of City of San Juan for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of ____
_____, 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

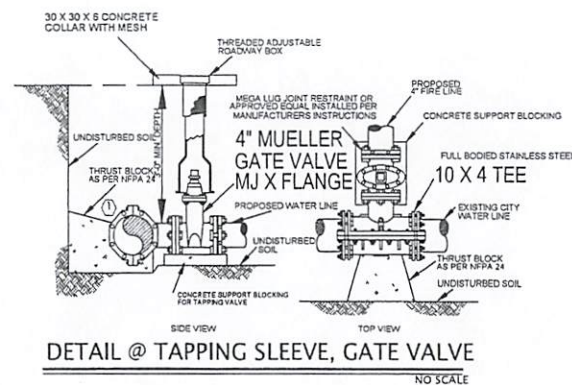
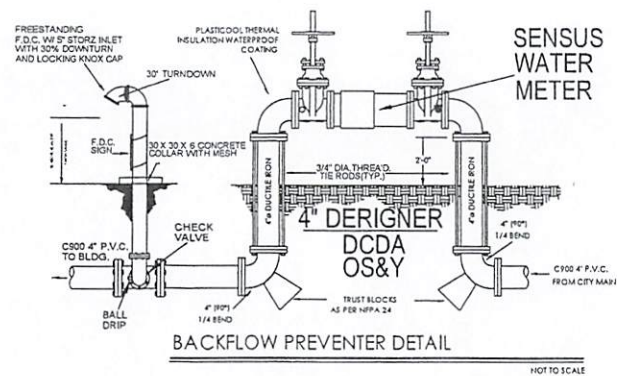
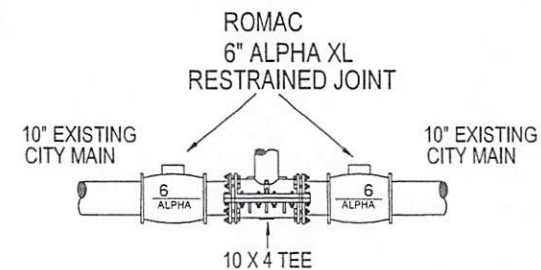
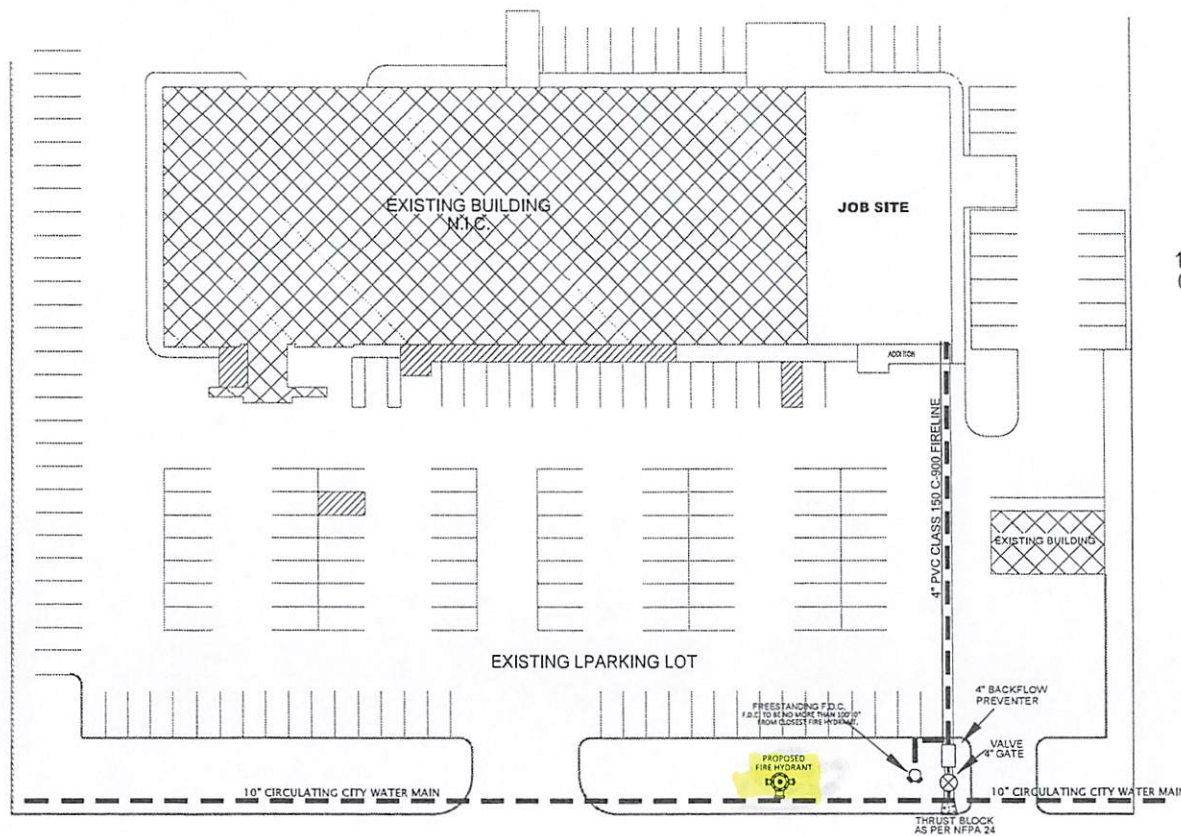
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____, 20_____.

Notary Public in and for the State of Texas

EXHIBIT "A"

The West 5.00 acres out of the South 15 acres of Lot 5, Block 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the Map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.



NORTH	DESIGNER	JOL LUCIO
	SCALE	1/8" = 1'-0" or As Noted
	CHECK BY	D. CAMPOS
	PROJECT NUMBER	2206
APPROVAL	SAN JUAN FIRE DEPT	
DATE	AUG 03, 22	
DRAWING NO.	1 OF 1	

ESTANCIA EVENTS	
SPRINKLER PIPING PLAN	
1101 E. FM 495, SAN JUAN, TX 78589	
SPRINKTEK	
FIRE SYSTEMS, LLC	
1409 S. 5th Ave. Ste 101, Edinburg, TX 78539	
956-733-8609 956-733-8634 www.sprinktek.com	

GENERAL CONTRACTOR: TIAA CONSTRUCTION	DATE	DISCUSSION	REVISION
ADDRESS: 4017 N. 300 ST. MALLIN, TX 78504			
PHONE			

SPRINKTEK	
FIRE SYSTEMS	
	
DANIEL CAMPOS RME-C2110812	
STATE FIRE MARSHAL REGISTRATION SCR-C2415904	

IMPORTANT	
TO PREVENT FREEZING OF WATER IN WET PIPE SPRINKLER PIPING, OWNERS TO PROVIDE SUFFICIENT HEAT THROUGHOUT THE SYSTEM. SPRINKLERS ARE NOT TO BE INSTALLED UNLESS IN AN UNHEATED SYSTEM.	

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

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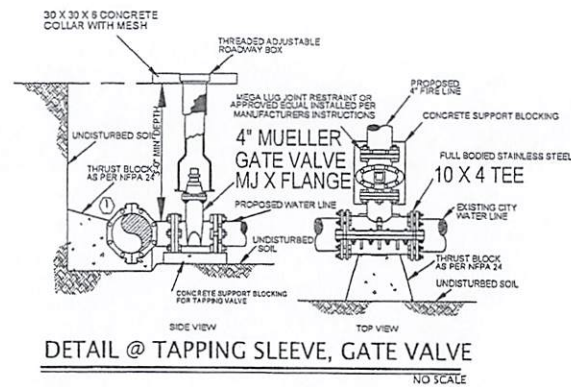
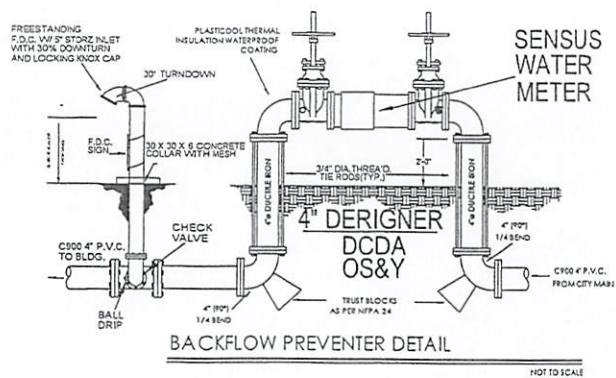
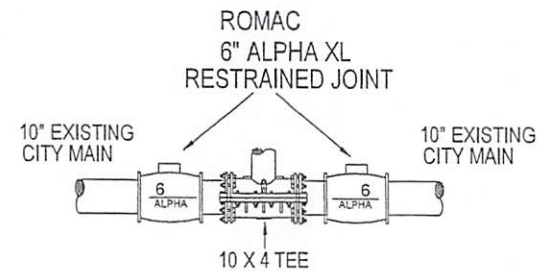
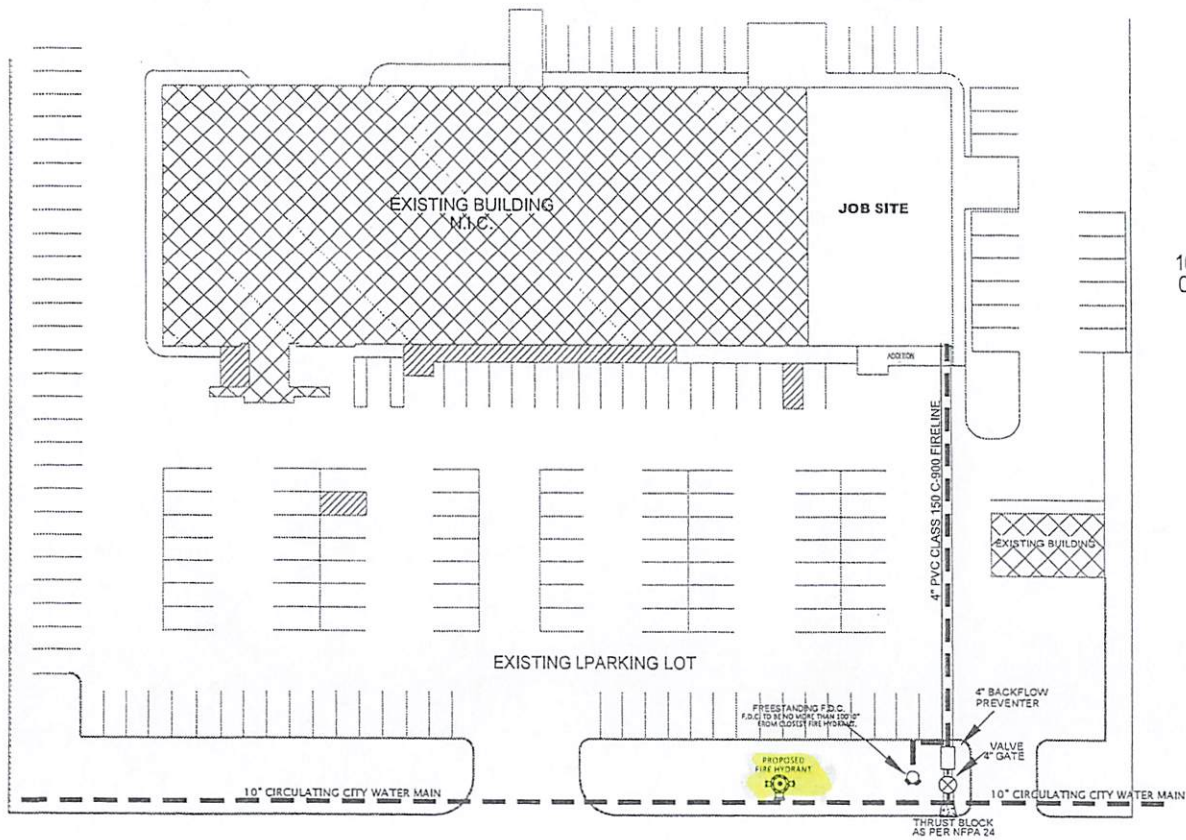
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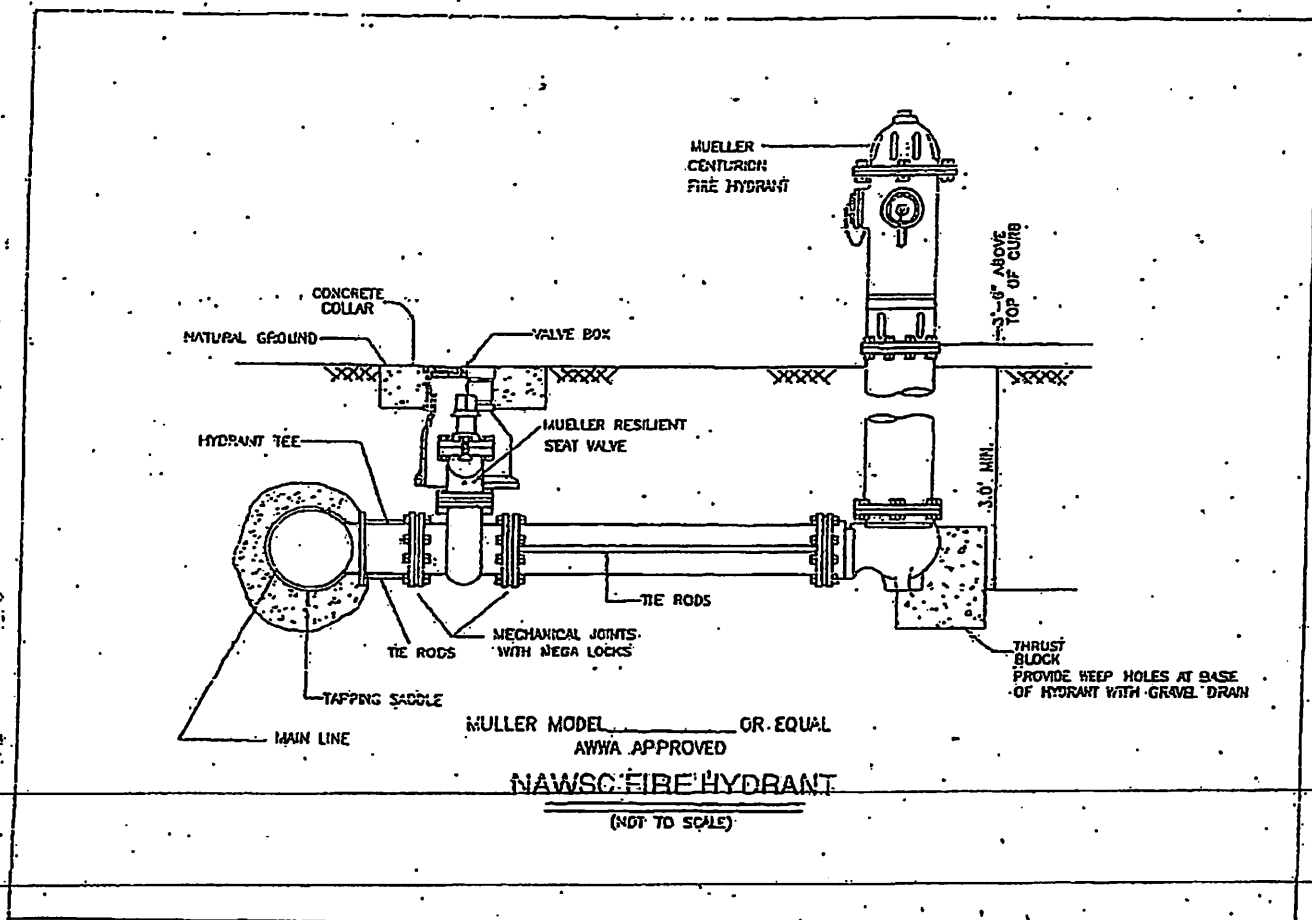
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MORNING-⁵ WOOD
SUBDIVISION





NORTH	DESIGNER JOEL LUCIO	DATE AUG 03, 22	REVISION 	GENERAL CONTRACTOR: SEA CONSTRUCTION ADDRESS: 4817 N. 340 ST. AVALON, TX 75804 PHONE:
	CHECK BY D. CAMPOS	PROJECT NUMBER SAN JUAN FIRE DEPT	DISCUSSION 	IMPORTANT TO PREVENT FREEZING OF WATER IN WET PIPE SPRINKLER PIPING, SPRINKLER PIPES ARE INSTALLED, UNLESS AN ANTI-FREEZE SYSTEM
	APPROVAL 	DRAWING NO. 1 OF 1		
	ESTANCIA EVENTS SPRINKLER PIPING PLAN 1101 E. FM 495, SAN JUAN, TX 78589 SPRINKTEK FIRE SYSTEMS, LLC 1409 S. 9th Ave. Ste 101, Edinburg, TX 78539 956.715.8009 956.715.8014 www.sprinktek.com			





RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, THE CITY OF SAN JUAN AND ESTANCIA PROPERTIES, LLC.

WHEREAS, it is in the best interest of the citizens of San Juan to provide the proper infrastructure for adequate fire protection for all new commercial and residential development; and

WHEREAS, the proposed property is located within the service area of the North Alamo Water Supply Corporation and within the City of San Juan city limits; and

WHEREAS, the North Alamo Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of San Juan before such installation is allowed.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN, TEXAS, THAT:

1. The City of San Juan, Texas approves the agreement as shown on **ATTACHMENT A**.

READ, CONSIDERED and APPROVED this the 10th day of January, 2023.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare a Service Plan at the Proposed Stewart Coves Subdivision being a 37.258 acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, located at the Northwest corner of Moore and Stewart Roads, as Requeste by Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is proposing to adopt a Resolution for a Voluntary Annexation Petition, Setting Dates and Times of the Public Hearings at the Proposed Stewart Coves Subdivision, being a 37.258 acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens.

The property owner of the subject property has submitted a petition for the voluntary annexation petition to the City of San Juan. 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:

Adopt a Resolution to Accept Petition of the Voluntary Annexation Petition at the Stewart Coves Subdivision.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

PETITION FOR ANNEXATION

To the Mayor and City Council, City of San Juan:

The undersigned, owner of land or representative of the majority of landowners hereby petitions the Mayor and City Council of the City of San Juan, Texas to annex a tract of land being the N. 429' of W. 680' of the E. 1180' out of Lot 6 & The S. 633' of the W. 680' of the E 1180' out of Lot 1 out Lots 1 and 6, Stewarts Addition to The Conway Gardens, Volume 0, Page 43, H.C.M.R City of San Juan, Hidalgo County, Texas

Joyce E. Soulek Living Trust

[Signature]

Mario A. Reyna P.E, Authorized Agent

Alejandra Contreras

[Signature]

Mario A. Reyna P.E, Authorized Agent

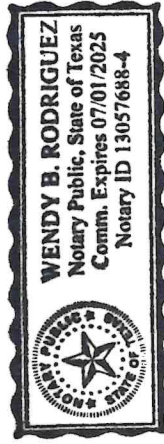
STATE OF TEXAS §

COUNTY OF HIDALGO §

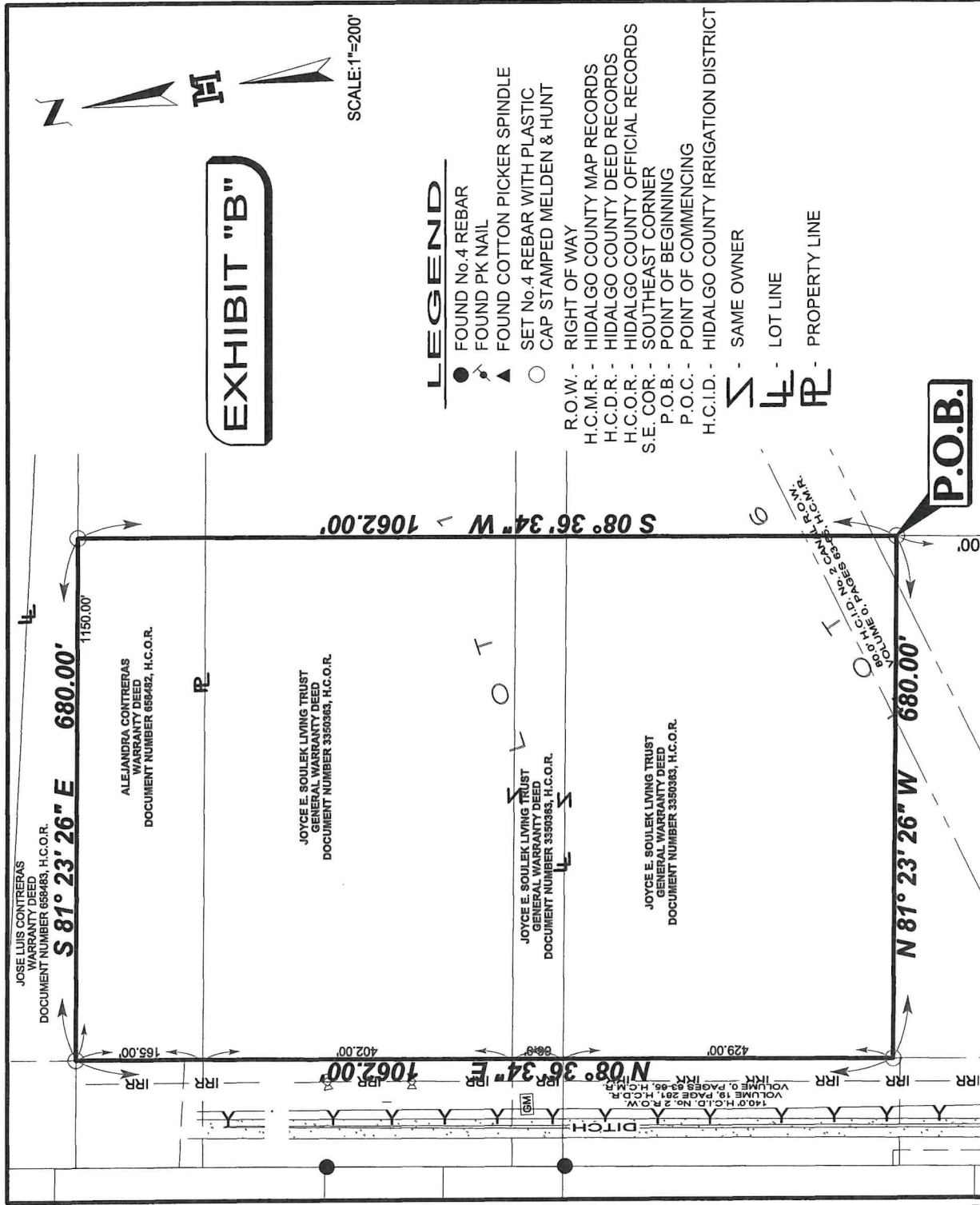
Before me, the undersigned authority, on this day personally appeared Mario A. Reyna, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this the 24th day of October, 2022.

[Signature]



Notary Public, State of Texas



**PLAT SHOWING
16.579 ACRES OUT OF
LOTS 1 AND 6,
STEWARTS ADDITION TO THE
CONWAY GARDENS
VOLUME 0, PAGE 43, H.C.M.R.
CITY OF SAN JUAN
HIDALGO COUNTY, TEXAS**

1. **NOTES:**
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE PK NAIL FOUND AT THE SOUTHWEST CORNER OF LOT 6, AND THE COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID LOT 6.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 06/20/22 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

PAGE 2 OF 2
DATE: 09/19/2022
JOB No. 22134
FILE NAME: 22134
DRAWN BY: J.G.

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

ROBERTO N. TAMEZ, RPLS No. 6238

DATE:

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EXHIBIT "A"

September 19, 2022

**METES AND BOUNDS DESCRIPTION
16.579 ACRES OUT OF LOTS 1 AND 6,
STEWARTS ADDITION TO THE CONWAY GARDENS,
CITY OF SAN JUAN,
COUNTY OF HIDALGO, TEXAS**

A tract of land containing 16.579 acres situated in the City of San Juan, County of Hidalgo Texas, out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, according to the plat thereof recorded in Volume 0, Page 43, Hidalgo County Map Records, which said 16.579 acres being out of a tract conveyed to Joyce E. Soulek Living Trust by virtue of a General Warranty Deed recorded under Document Number 3350363, Hidalgo County Official Records, and a tract of land conveyed to Alejandra Contreras by virtue of a Warranty Deed recorded under Document Number 658482, Hidalgo County Official Records, said 16.579 acres also being more particularly described as follows:

COMMENCING, at a Nail set at the Southeast corner of said Lot 6;

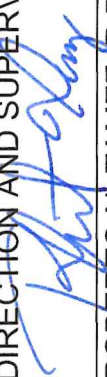
THENCE, N 81° 23' 26" W along the South line of said Lot 6, a distance of 500.00 feet;

THENCE, N 08° 36' 34" E a distance of 891.00 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 23' 26" W, a distance of 680.00 feet to a No. 4 rebar set on the East line of a 140.00-foot right-of-way claimed in fee by Hidalgo County Irrigation District No. 2, for the Southwest corner of this tract;
2. THENCE, N 08° 36' 34" E, along the East line of said 140.00-foot right-of-way claimed in fee by Hidalgo County Irrigation District No. 2, at a distance of 429.00 feet pass the North line of said Lot 6 and the South line of said Lot 1, at a distance of 897.00 feet pass the South line of said certain tract conveyed to Alejandra Contreras, continuing a total distance of 1,062.00 feet to a No. 4 rebar set on the South line of a certain tract conveyed to Jose Luis Contreras by virtue of a Warranty Deed recorded under Document Number 658483, Hidalgo County Official Records, for the Northwest corner of this tract;
3. THENCE, S 81° 23' 26" E, a distance of 680.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
4. THENCE, S 08° 36' 34" W, along the East line of said Lot 1, at a distance of 633.00 feet pass the South line of said Lot 1 and the North line of said Lot 6, continuing a total distance of 1,062.00 feet, to the POINT OF BEGINNING and containing 16.579 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 06/20/2022 UNDER MY DIRECTION AND SUPERVISION.



 09/19/2022 DATE:
ROBERTO N. TAMEZ, R.P.L.S. #6238



**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Stewart Coves Subdivision Being 37.25-acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, as per map recorded in Volume 0, Page 43, Map Records, Hidalgo County, Texas.
Wednesday January 4, 2023	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Wednesday, January 4, 2023	Negotiate written service agreement with property owner and City.
Tuesday, January 10, 2023	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, January 11, 2023	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, January 24, 2023	City Commission holds public hearing on Voluntary Annexation.
Wednesday, February 1, 2023	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, February 14, 2023	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, February 28, 2023	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, March 14, 2023	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF THE PROPOSED STEWART COVES SUBDIVISION BEING 37.25 - ACRE TRACT OF LAND OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS; SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS REGARDING THE PROPOSED ANNEXATION OF THE BELOW MENTIONED PROPERTIES; AND DIRECTING THE PLANNING DEPARTMENT TO PREPARE A PLAN OF SERVICES FOR SAID ANNEXATION.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

Section 1. The City of San Juan has received a petition from the following property owners for voluntary annexation of properties described in Exhibit "A". The City Commission of the City of San Juan hereby declares its intention to institute proceedings to annex to the City the territory generally described in Exhibit "A" and being out of the and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of San Juan for all purposes to include such territory. A map of such proposed annexation is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. The City Commission of the City of San Juan hereby calls two (2) public hearings at which time all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territories described above. The first public hearing shall be held in the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 at 6:00 p.m. on January 24, 2023. The second public hearing shall be held at the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 on February 14, 2023 at 6:00 p.m. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than eleven (11) days nor more than twenty (20) days subsequent to such public hearings.

Section 3. The City Secretary of the City of San Juan is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of San Juan and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not less than eleven (11) days nor more than twenty (20) days prior to the day of that public hearing.

Section 4. The Planning Department is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territories that are proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

CONSIDERED, PASSED AND APPROVED on this **10th day of January, 2023** at a meeting of the City Commission of the City of San Juan, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Mario Garza
Mayor

Attest:

Brenda Escalante
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consider Authorizing the City Manager to Enter into a Contract Agreement with Tradition Energy as the Energy Supplier for the City of San Juan from January 1, 2023 through December 31, 2027. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

On December 7, 2022, the City of San Juan Authorized Traditional Energy to release energy usage data, to include kWh, KVA or kW, and interval data at the City location(s) to Traditional Energy. For a (5) five-year contract from January 1, 2023 to December 31, 2023. Traditional Energy is a Cooperative Purchase of OMNIA Partners.

RECOMMENDATION:

Authorize the City Manager to Enter into a Contract Agreement with Traditional Energy for Supply of Electricity.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

Customer Information			
Customer Name:	San Juan, Texas	Phone:	(956) 223-2200
Contact:	Leroy Gonzales	Email:	lgonzales@sjtx.us
Address:	709 S. Nebraska San Juan, TX 78589		

Account Information			
Utility:	American Electric Power (AEP)	Estimated Volume:	5,299,665
Pricing Zone:	ERCOT_SZ	Pricing Type:	Indicative Refresh
Acct #'s/ESI#'s	77	Est. Utility Charges:	0.04165
Current Provider:	Gexa		



Energy Advisor: Drew Thornton

Direct Line: 713-609-9921

Email: drew.thornton@traditionenergy.com

Creation Date: December 5, 2022

Supplier Fixed Price Comparison / Savings and Budget Analysis *

Terms	12 Months	24 Months	36 Months	48 Months	60 Months
Start Date	1/1/2023	1/1/2023	1/1/2023	1/1/2023	1/1/2023
End Date	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
KWH Usage	5,299,665	10,599,330	15,898,995	21,198,660	26,498,325

TXU	0.0673	0.0618	0.0590	0.0578	0.0567
Est. Utility Charges	0.04165	0.04165	0.04165	0.04165	0.04165
Est. Bundled Rate	0.10895	0.10341	0.10065	0.09941	0.09832
Proj. Energy Budget	\$577,399	\$1,096,077	\$1,600,234	\$2,107,359	\$2,605,315
CREDIT: Approved	SWING %: 100%			PAY TERM: 15	

Reliant	0.0725	0.0663	0.0630	0.0612	0.0599
Est. Utility Charges	0.04165	0.04165	0.04165	0.04165	0.04165
Est. Bundled Rate	0.11412	0.10794	0.10467	0.10281	0.10155
Proj. Energy Budget	\$604,798	\$1,144,092	\$1,664,148	\$2,179,434	\$2,690,905
CREDIT: Approved	SWING %: 100%			PAY TERM: 20	

MP2	0.0698	0.0632	0.0598	0.0577	0.0563
Est. Utility Charges	0.04165	0.04165	0.04165	0.04165	0.04165
Est. Bundled Rate	0.11149	0.10483	0.1014	0.09935	0.09792
Proj. Energy Budget	\$590,860	\$1,111,128	\$1,612,158	\$2,106,087	\$2,594,716
CREDIT: Approved	SWING %: 25%			PAY TERM: 15	

Engie	0.0733	0.0656	0.0618	0.0599	0.0588
Est. Utility Charges	0.04165	0.04165	0.04165	0.04165	0.04165
Est. Bundled Rate	0.11492	0.10721	0.10349	0.10156	0.1004
Proj. Energy Budget	\$609,038	\$1,136,354	\$1,645,387	\$2,152,936	\$2,660,432
CREDIT: Approved	SWING %: 100%			PAY TERM: 20	

BP Retail	0.0667	0.0616	0.0591	0.0575	0.0566
Est. Utility Charges	0.04165	0.04165	0.04165	0.04165	0.04165
Est. Bundled Rate	0.10831	0.10326	0.10074	0.09918	0.09825
Proj. Energy Budget	\$574,007	\$1,094,487	\$1,601,665	\$2,102,483	\$2,603,460
CREDIT: Approved	SWING %: 100%			PAY TERM: 20	

***Does Not Include taxes**

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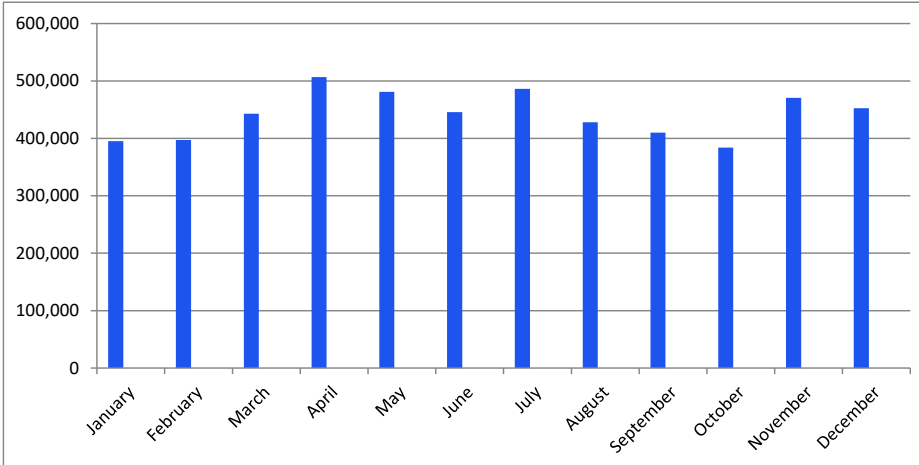
Customer Name San Juan, Texas

Annual kWh 5,299,665

No. of Accounts 77



MONTH	TOTAL (KWH)
January	394,988
February	397,087
March	442,798
April	506,592
May	481,094
June	445,923
July	486,224
August	428,024
September	409,943
October	383,898
November	470,448
December	452,646
Total	5,299,665



Account Number	Service Address	City	State	Zip	Utility / TDSP	Annual kWh	Peak kW	Load Factor
10032789497529715	316 E 8TH ST	SAN JUAN	TX	78589-2916	American Electric Power (AEP)	19,788	24	9.45%
10032789497222581	415 W 1ST ST	SAN JUAN	TX	78589-2233	American Electric Power (AEP)	1,248	0	0.00%
10032789496778231	319 W 6TH ST	SAN JUAN	TX	78589-2402	American Electric Power (AEP)	1,185	1	15.03%
10032789495932371	709 N NEBRASKA AVE	SAN JUAN	TX	78589-3076	American Electric Power (AEP)	4,404	0	0.00%
10032789495932370	709 N NEBRASKA AVE	SAN JUAN	TX	78589-3076	American Electric Power (AEP)	1,740	0	0.00%
10032789494953839	819 E SARGENT TREVINO RD	SAN JUAN	TX	78589	American Electric Power (AEP)	18,000	33	6.26%
10032789492710111	S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	559	2	3.36%
10032789491164161	707 S NEBRASKA AVE	SAN JUAN	TX	78589-2649	American Electric Power (AEP)	18,119	11	18.80%
10032789485701471	301 E HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	1,284	0	0.00%
10032789474597720	430 N STANDARD AVE	SAN JUAN	TX	78589-2742	American Electric Power (AEP)	21,195	18	13.67%
10032789474238735	101 S CESAR CHAVEZ RD	ALAMO	TX	78589-5187	American Electric Power (AEP)	3,062	1	69.91%
10032789471693001	1700 JONATHON DR	SAN JUAN	TX	78589	American Electric Power (AEP)	2,808	0	0.00%
10032789468813430	523 W 1ST ST	SAN JUAN	TX	78589	American Electric Power (AEP)	184	0	0.00%
10032789466125869	120 N CESAR CHAVEZ RD	SAN JUAN	TX	78589	American Electric Power (AEP)	3,870	1	73.63%
10032789463461141	317 W HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	929	0	0.00%
10032789462756651	S STEWART RD	SAN JUAN	TX	78589	American Electric Power (AEP)	3,490	6	7.24%
10032789462707249	1010 S STANDARD AVE	SAN JUAN	TX	78589-2407	American Electric Power (AEP)	177,200	64	31.76%
10032789461687378	418 HUNEE DR	SAN JUAN	TX	78589	American Electric Power (AEP)	6,676	7	10.30%
10032789461320952	610 S NEBRASKA AVE	SAN JUAN	TX	78589-2648	American Electric Power (AEP)	179	0	0.00%
10032789459892782	1401 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	8,808	0	0.00%
10032789459892781	1401 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	12,524	8	17.44%
10032789458824142	709 S NEBRASKA AVE	SAN JUAN	TX	78589-2649	American Electric Power (AEP)	95,123	34	32.22%
10032789457908450	415 W 1ST ST	SAN JUAN	TX	78589-2233	American Electric Power (AEP)	93,379	32	33.52%
10032789457588561	610 W 1ST ST	SAN JUAN	TX	78589-2237	American Electric Power (AEP)	55,120	23	27.97%
10032789453519280	946 STREETLIGHT	SAN JUAN	TX	78589	American Electric Power (AEP)	69,768	0	0.00%
10032789452888387	101 N CESAR CHAVEZ RD	SAN JUAN	TX	78589-5187	American Electric Power (AEP)	12	0	0.00%
10032789451196180	1401 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	15,275	36	4.79%
10032789450019018	323 W 1ST ST	SAN JUAN	TX	78589-2703	American Electric Power (AEP)	0	1	0.00%
10032789448113661	801 W 8TH ST	SAN JUAN	TX	78589	American Electric Power (AEP)	8,808	0	0.00%
10032789448089195	1007 CARROLL LN	SAN JUAN	TX	78589	American Electric Power (AEP)	3,040	7	5.18%
10032789447317139	E EXPRESSWAY 83	SAN JUAN	TX	78589	American Electric Power (AEP)	65,520	0	0.00%
10032789447138792	804 S NEBRASKA AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	419,520	141	33.94%
10032789445545241	E BUSINESS 83	SAN JUAN	TX	78589	American Electric Power (AEP)	7,258	9	9.63%
10032789444188141	722 S NEBRASKA AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	10	3	0.04%
10032789442564547	810 E INTERSTATE 2	SAN JUAN	TX	78589	American Electric Power (AEP)	28,947	7	48.59%
10032789442052890	130 W 5TH ST	SAN JUAN	TX	78589	American Electric Power (AEP)	180	4	0.53%
10032789441260457	709 S NEBRASKA AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	900	9	1.21%
10032789439231035	523 W 1ST ST	SAN JUAN	TX	78589	American Electric Power (AEP)	27,336	50	6.28%
10032789437782045	410 W IH 2	SAN JUAN	TX	78589	American Electric Power (AEP)	896	5	2.22%
10032789437378812	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	882	3	2.96%
10032789436702941	1401 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	99	0	0.00%
10032789434736651	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	57,024	92	7.06%
10032789433909980	107 E HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	56,389	22	29.00%
10032789433297106	819 E SARGENT TREVINO RD	SAN JUAN	TX	78589	American Electric Power (AEP)	12,679	8	17.87%
10032789427317624	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	8,808	0	0.00%
10032789427317623	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	4,404	0	0.00%
10032789427317622	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	30,828	0	0.00%
10032789427317621	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	31,620	0	0.00%
10032789427317620	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	26,040	0	0.00%
10032789427028711	715 E EXPRESSWAY 83	SAN JUAN	TX	78589-5132	American Electric Power (AEP)	2,457	3	10.02%
10032789426134090	949 STREETLIGHT	SAN JUAN	TX	78589	American Electric Power (AEP)	37,200	0	0.00%
10032789425576533	802 S WYOMING AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	1,248	0	0.00%
10032789425576532	802 S WYOMING AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	2,496	0	0.00%
10032789425576531	802 S WYOMING AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	11,160	0	0.00%
10032789425576530	802 S WYOMING AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	7,440	0	0.00%
10032789424896682	700 S NEBRASKA AVE	SAN JUAN	TX	78589-2650	American Electric Power (AEP)	4,404	0	0.00%
10032789424896681	700 S NEBRASKA AVE	SAN JUAN	TX	78589-2650	American Electric Power (AEP)	4,404	0	0.00%
10032789423886861	1801 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	19,677	57	3.98%
10032789423290428	201 W HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	2,895,120	480	68.80%

10032789423219037	309 W INTERSTATE 2	SAN JUAN	TX	78589-3640	American Electric Power (AEP)	26,111	7	40.28%
10032789422389360	602 W 1ST ST	SAN JUAN	TX	78589-2237	American Electric Power (AEP)	4,088	0	0.00%
10032789420943650	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	182	10	0.22%
10032789420451990	318 W 11TH ST	SAN JUAN	TX	78589	American Electric Power (AEP)	136,491	47	33.36%
10032789419259237	310 W BUSINESS HWY 83	SAN JUAN	TX	78589	American Electric Power (AEP)	2,208	1	50.41%
10032789417103331	301 E HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	799	7	1.27%
10032789416937194	947 STREETLIGHT	SAN JUAN	TX	78589	American Electric Power (AEP)	265,824	0	0.00%
10032789416937193	946 STREETLIGHT	SAN JUAN	TX	78589	American Electric Power (AEP)	297,599	0	0.00%
10032789416197068	301 E HALL ACRES RD	SAN JUAN	TX	78589	American Electric Power (AEP)	28,239	0	0.00%
10032789415463587	323 W 1ST ST	SAN JUAN	TX	78589-2703	American Electric Power (AEP)	15,811	13	14.21%
10032789414827041	1401 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	8,808	0	0.00%
10032789410355991	417 W 1ST ST	SAN JUAN	TX	78589-2233	American Electric Power (AEP)	3,720	0	0.00%
10032789410355990	417 W 1ST ST	SAN JUAN	TX	78589-2233	American Electric Power (AEP)	3,720	0	0.00%
10032789409678280	1801 S SAN ANTONIO AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	18,652	14	15.66%
10032789402099297	206 W 1ST ST	SAN JUAN	TX	78589-2723	American Electric Power (AEP)	17	0	0.00%
10032789401269538	804 S NEBRASKA AVE	SAN JUAN	TX	78589	American Electric Power (AEP)	333	1	5.43%
10032789400192581	1 STREET LIGHTS	SAN JUAN	TX	78589	American Electric Power (AEP)	8,820	0	0.00%
10032789400192580	1 STREET LIGHTS	SAN JUAN	TX	78589	American Electric Power (AEP)	65,520	0	0.00%

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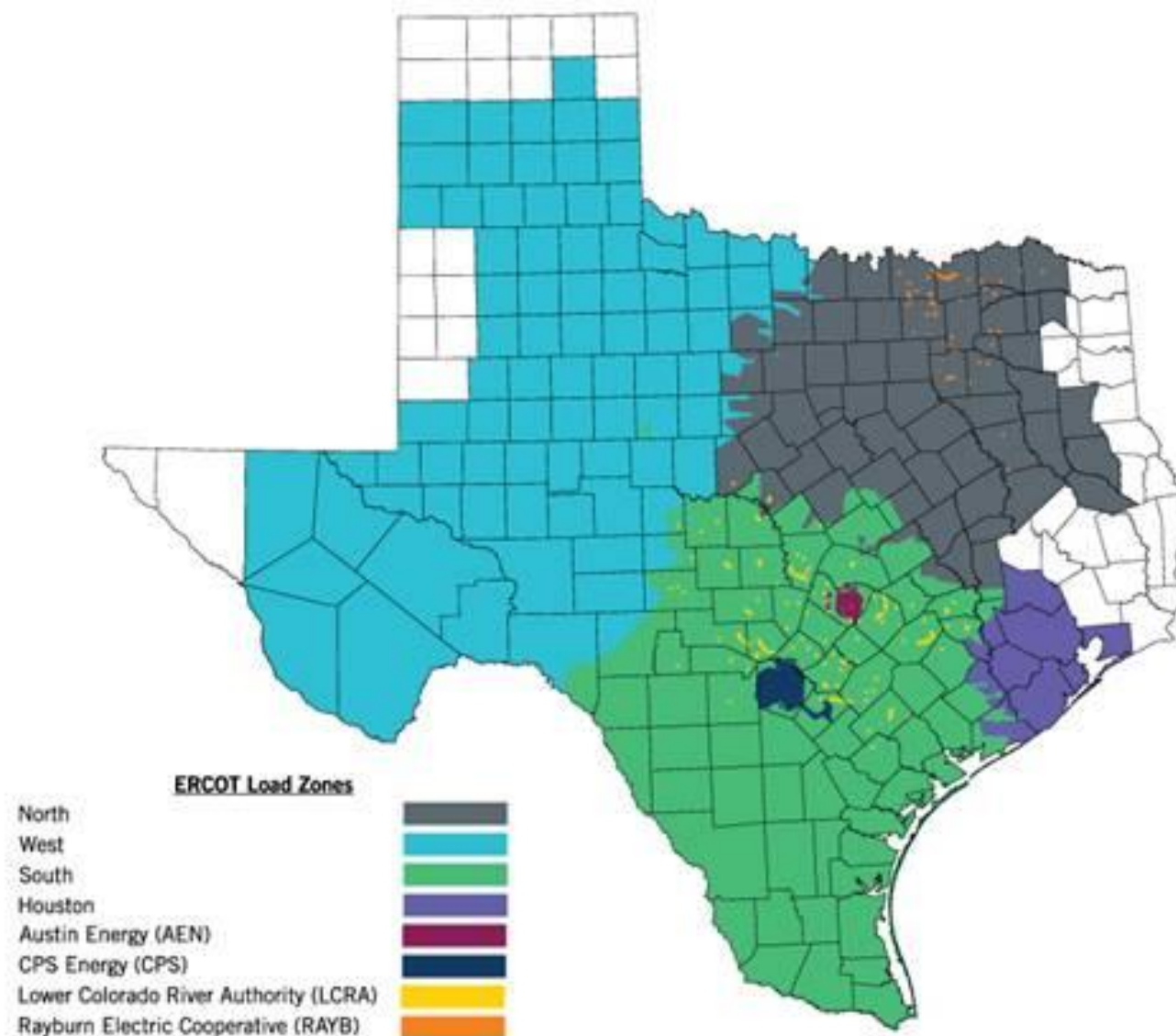
December 27, 2022



 **Tradition** Energy

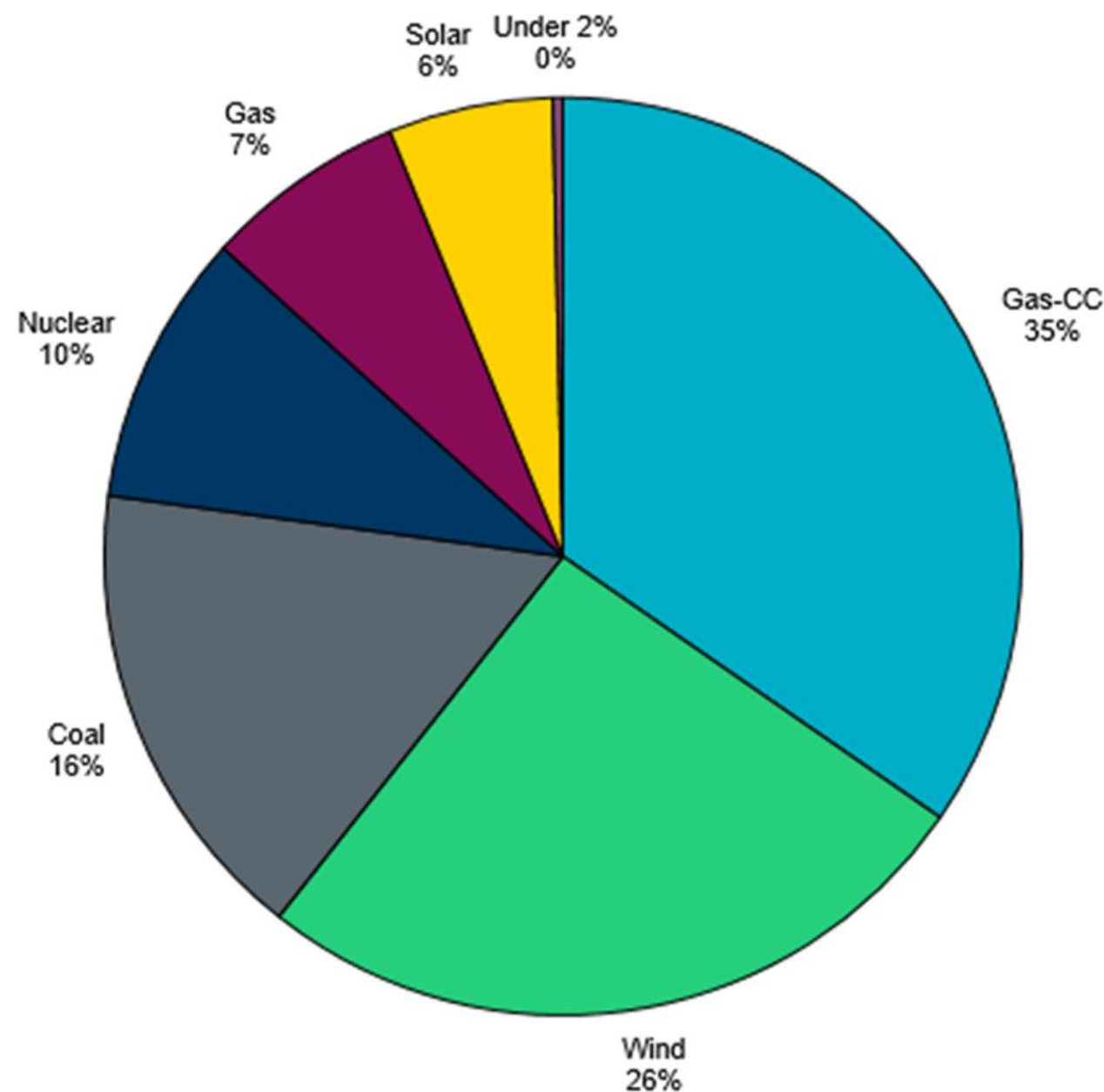
ERCOT Energy Market Overview

- ERCOT's territory is split into 4 principal zones, each with unique factors and risks influencing respective current and future prices, such as concentrated load in Houston and large scale drilling in West.
- Overall demand continues to grow with the proliferation of economic activity and drilling, and the addition of Lubbock Power & Light to the grid.



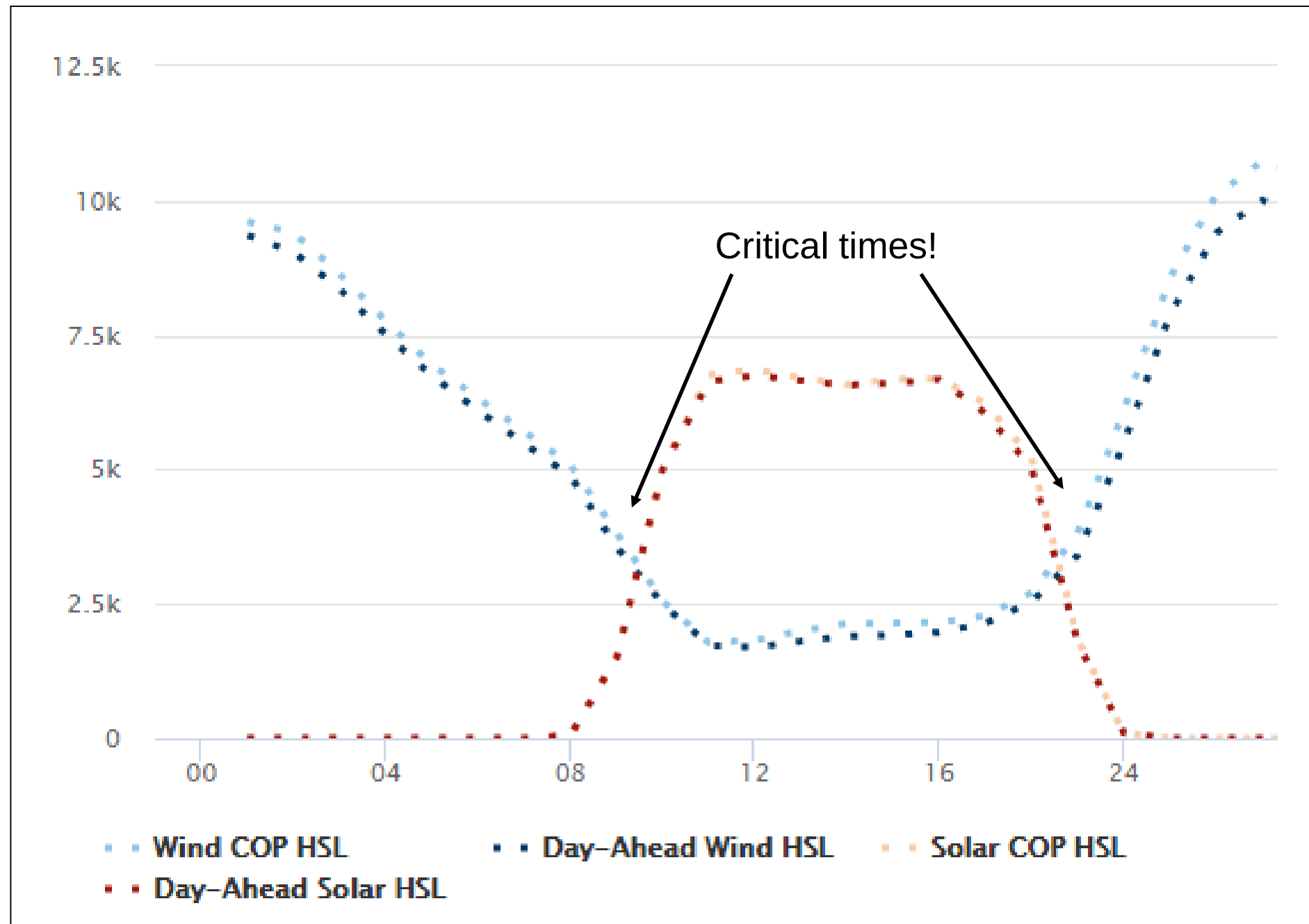
ERCOT Energy Market Drivers

- The large share of natural gas generation in the fuel mix adds to risk of price volatility, especially after gas was unable to provide stability during the extreme cold in February 2021.
- As renewables' share of the generation mix continues to grow so does unpredictability of generation, which adds volatility to prices and can lead to dangerously low reserve margins.



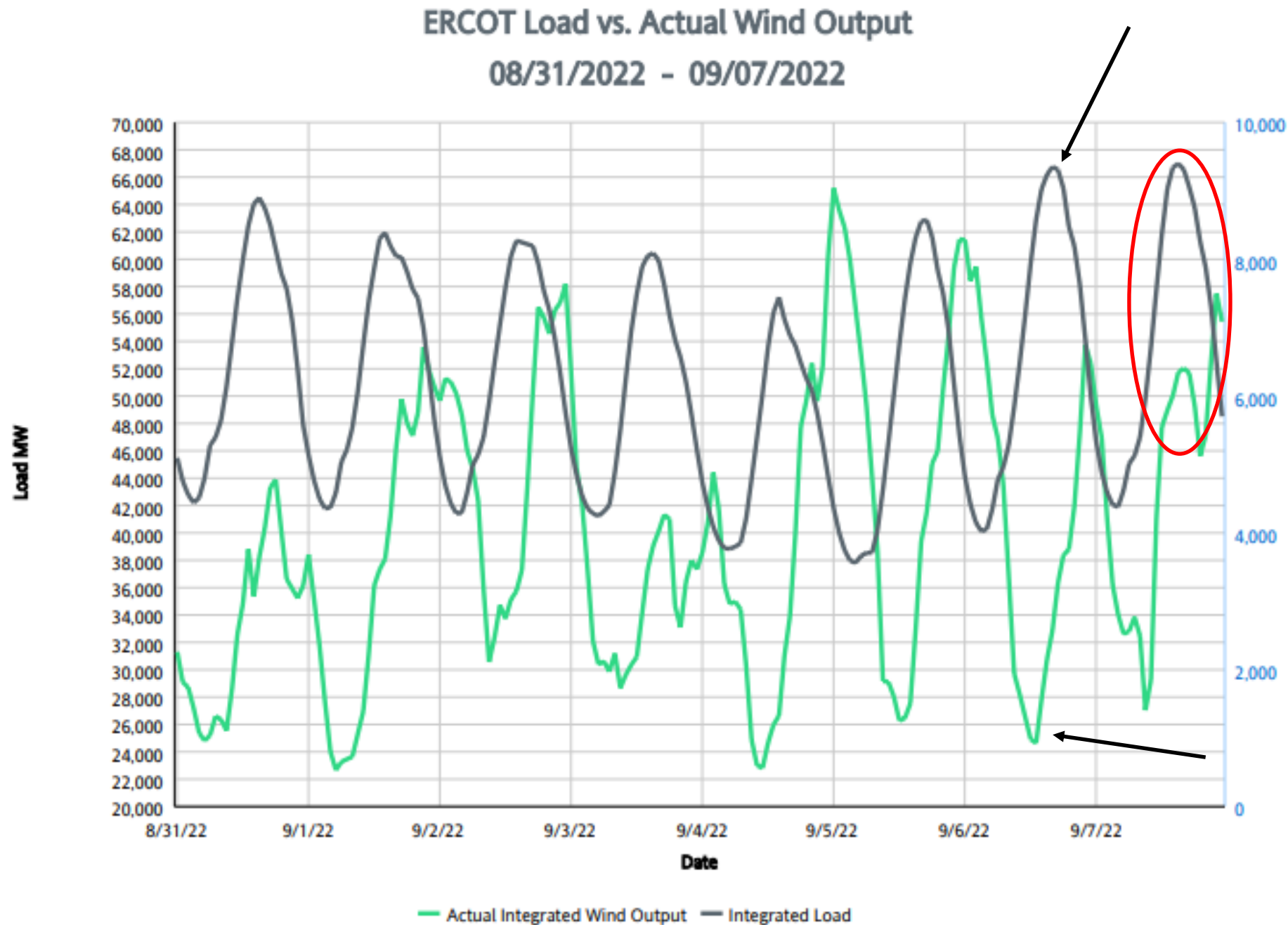
ERCOT Wind & Solar

- The buildout of utility scale solar has helped ERCOT balance the intermittency of wind output especially during the middle of the day, but this can still leave gaps in generation at times.



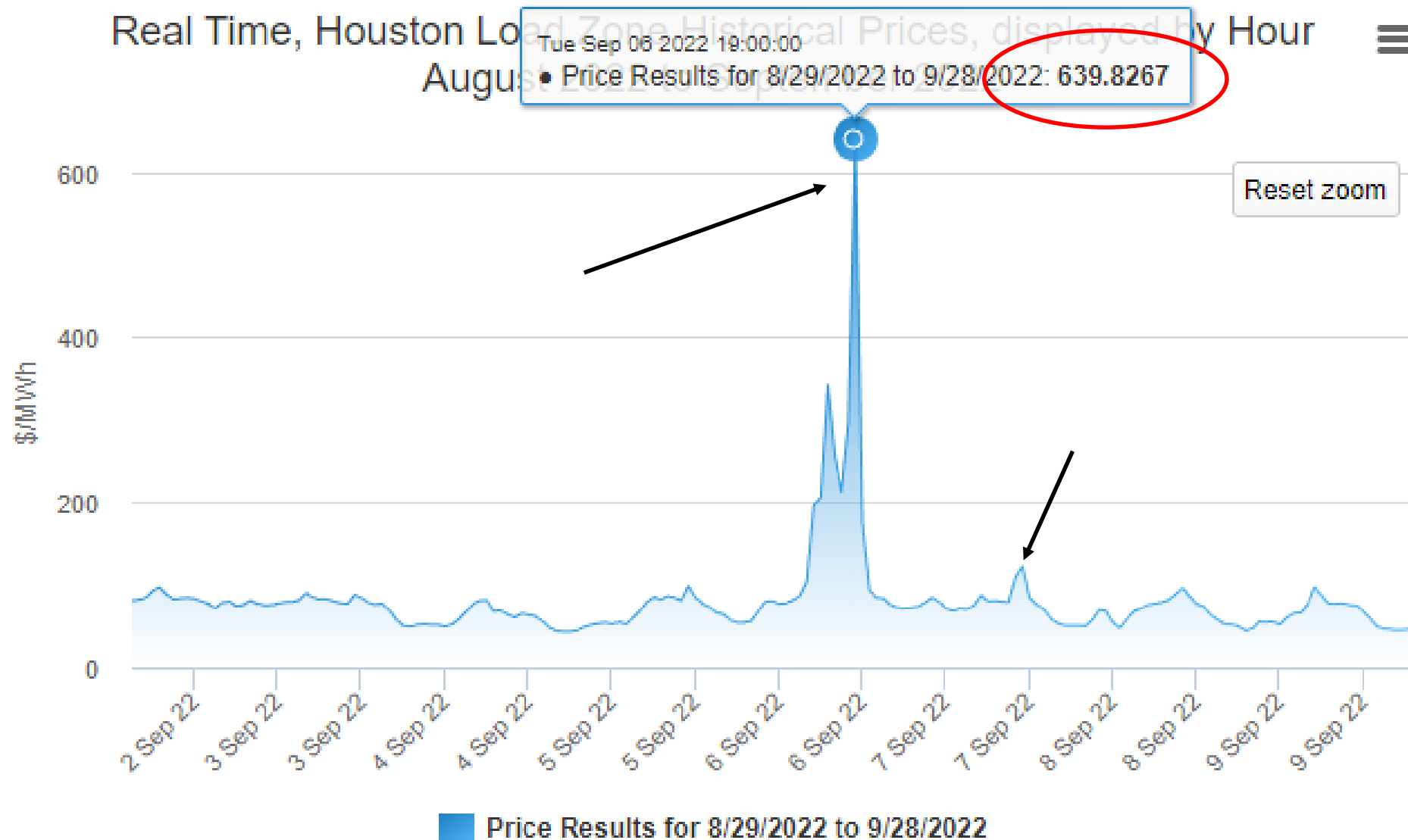
ERCOT Wind & Solar

- The output of wind may not correlate with peak demand.



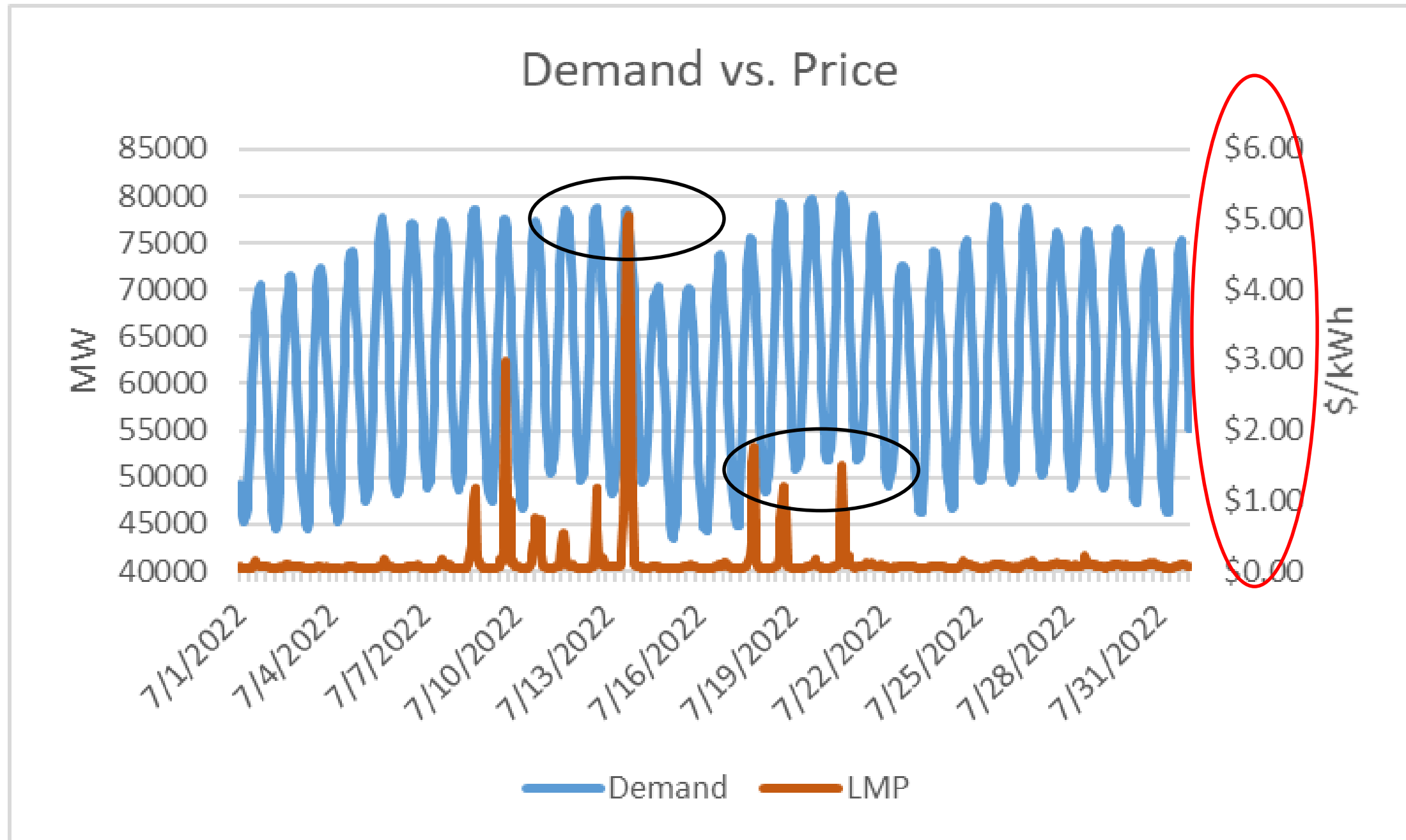
ERCOT Wind & Solar

- The output of wind resources can be a larger driver of hourly prices than peak demand.



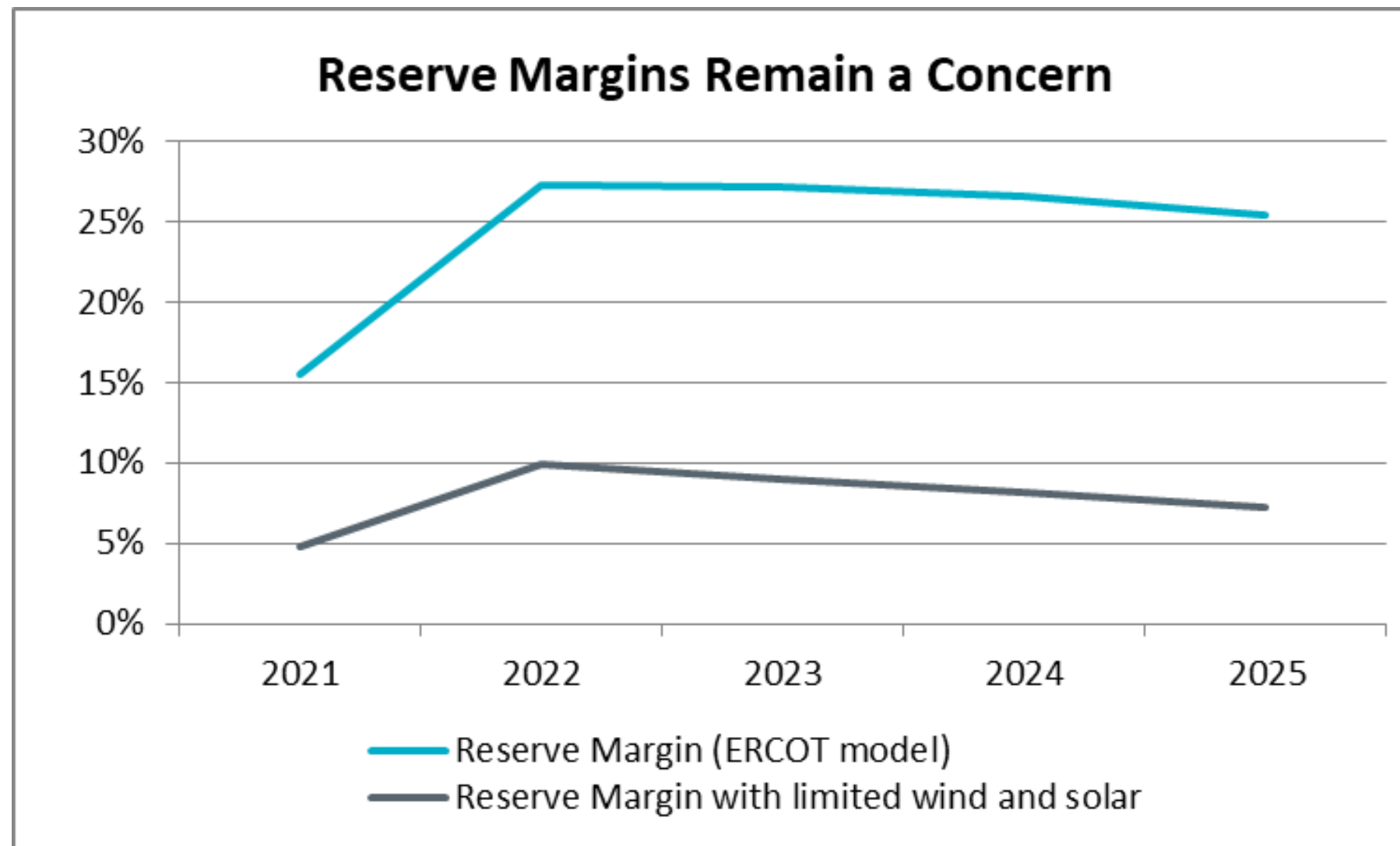
ERCOT Demand as a price driver

- Wind output has a stronger influence on prices than peak demand.



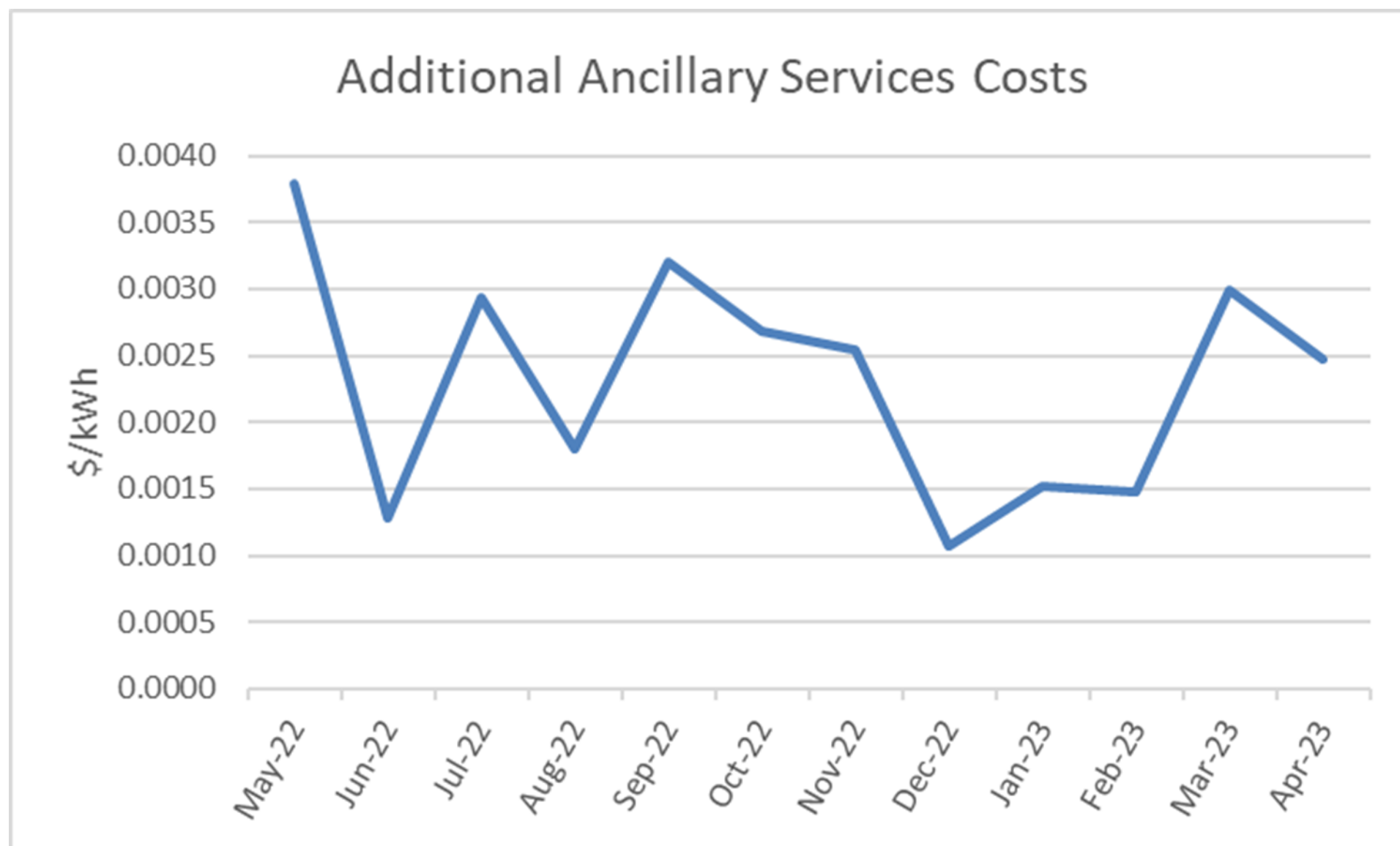
ERCOT Reserve Margins

- ERCOT forecasts healthy reserve margins, but as intermittent renewable generation becomes a larger share of what that reserve margin is made up of, actual reserves could fall lower.
- Based on wind output during summer 2022 peak hours, actual reserve margins can fall dangerously low and could remain that way for the foreseeable future.
- In late 2023 the remainder of Lubbock Power & Light will interconnect to ERCOT, which will increase peak demand and decrease summer reserve margins.

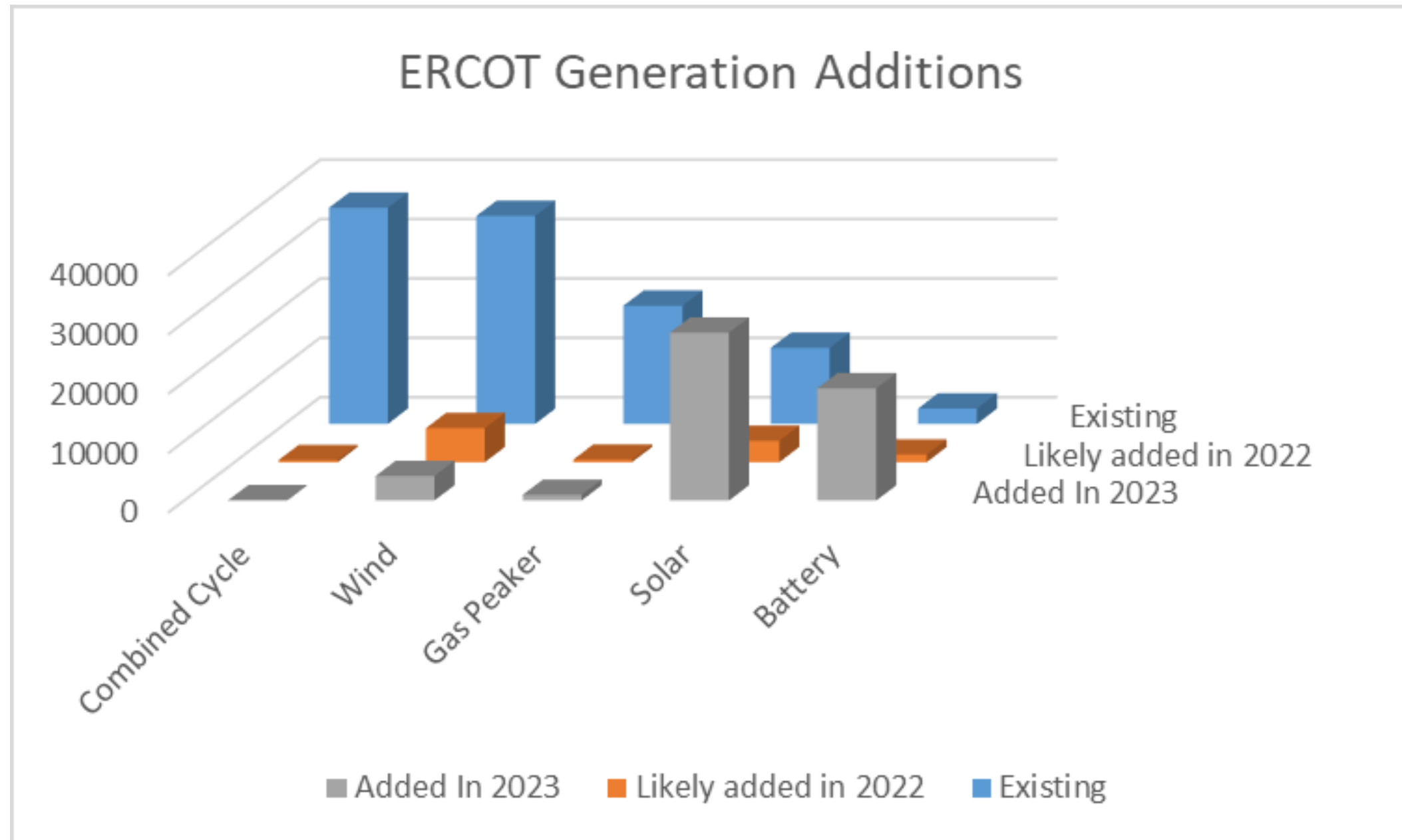


ERCOT Regulatory Impacts

- The increases in Ancillary Services continue to have a growing impact on retail prices, especially with higher natural gas costs as gas-fired units provide most ancillary services.
- The addition of more wind generators in 2022 will only add to this issue.



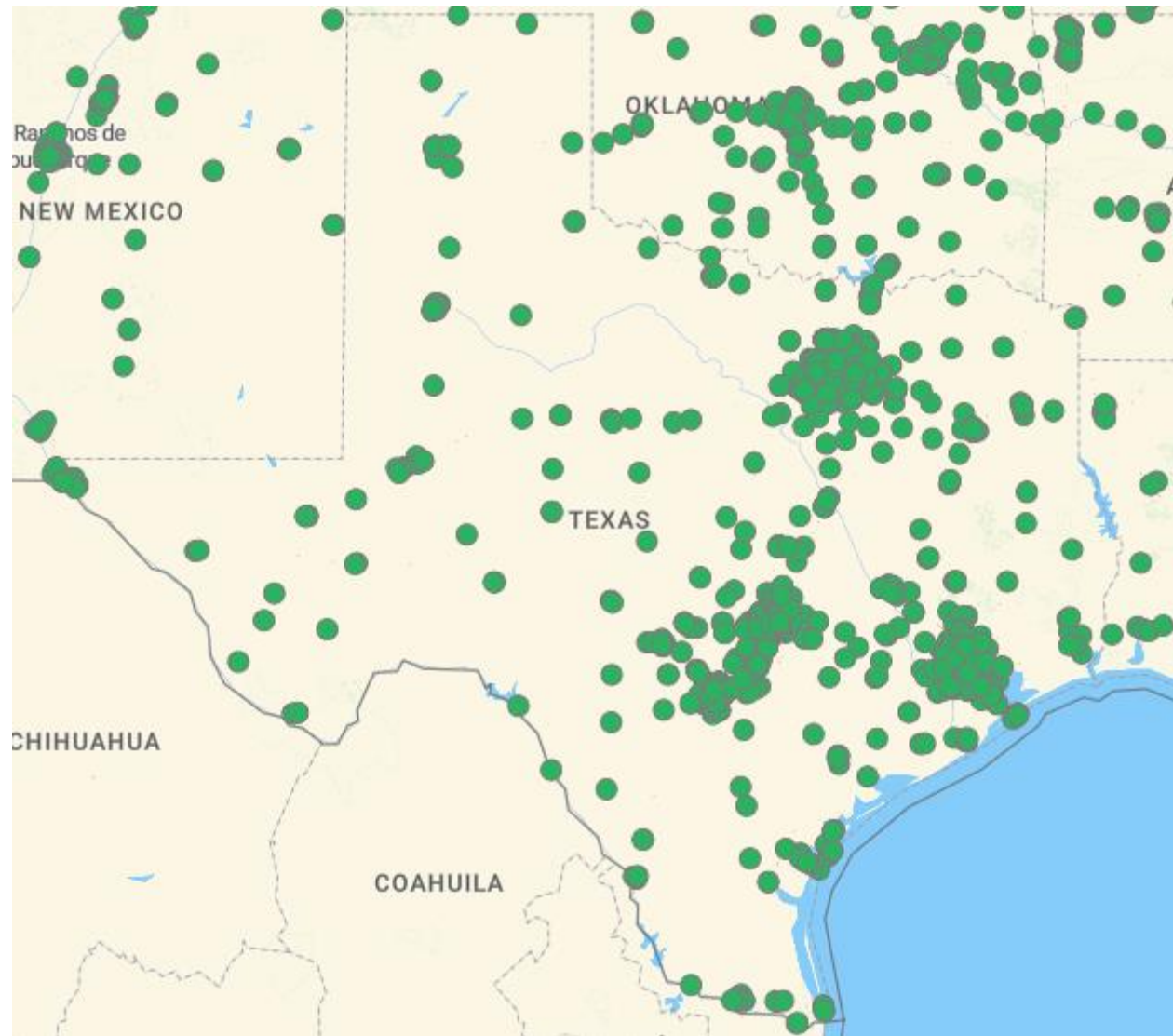
ERCOT New Build Generation



- Major generation additions during 2023 are anticipated for both solar and battery resources, which could help alleviate some daily volatility.

ERCOT Electric Vehicle Charging

- In late September the US Department of Transportation approved Texas' plan to install charging stations along every interstate highway.

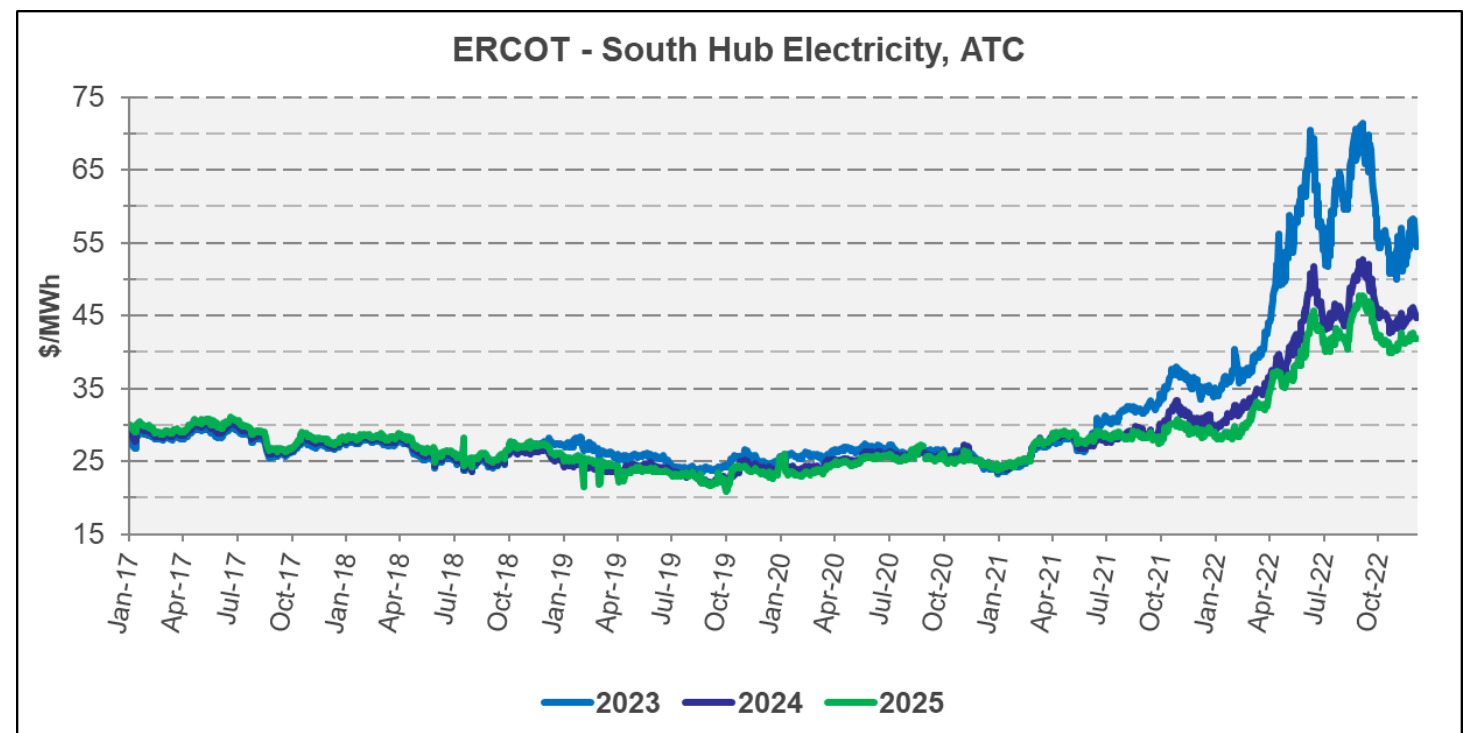


- The new chargers will add to an already significant buildout in metropolitan areas of the Lone Star State.

ERCOT South Wholesale Forward Prices

- A cold start to 2022 and hotter than normal temperatures this Spring and Summer led to low natural gas storage levels, pushing up future prices for both gas and electricity since the start of the year.
- Electricity prices for 2023 are higher compared to future years. Long term prices are lower due to the backwardation in the natural gas market.
- Revised market rules in response to Winter Storm Uri will likely keep prices elevated compared to historical levels.

	ERCOT - South Hub Electricity, ATC		
	CAL 2023	CAL 2024	CAL 2025
Current Price	\$54.41	\$44.76	\$41.81
Average Since Jan 2017	\$31.25	\$28.81	\$28.36
Deviation from Average	74.1%	55.4%	47.4%
Minimum Price	\$23.27	\$21.80	\$20.85
Date of Minimum	12/30/2020	9/6/2019	10/1/2019
Percent above Minimum	133.9%	105.3%	100.5%
Max Price	\$71.47	\$52.73	\$47.82
Date of Max	9/5/2022	9/5/2022	8/31/2022



Regional Market Outlook

Thank you

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AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consider Approval of the Tax Collection Report for October 2022. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of October 2022.

RECOMMENDATION:

Approve as Presented by Staff

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



Mayor: **Mario Garza**
Mayor Pro-Tem: **Leonardo “Lenny” Sanchez**
Commissioners: **Ernesto “Neto” Guajardo**
Marco “Markie” Villegas
Adina “Dina” Santillan

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: December 15, 2022
Subject: Monthly Collection Report – October, 2022

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	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	99,593.52	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,177,055.07	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	72,408.80	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	0.71%	96.50%	95.30%	95.29%	95.10%

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: Ernesto “Neto” Guajardo
Marco “Markie” Villegas
Adina “Dina” Santillan

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:**

OCTOBER 2022

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 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	72,408.80		99,593.52	10,104,646.27	0.71%	1.28%
2021 & PRIOR YRS	1,238,990.29	40,678.26		(5,534.49)	1,192,777.54	3.30%	2.46%
ROLLBACK	12,542.85	2,307.96		-	10,234.89	18.40%	0.00%
TOTALS	11,328,994.69	115,395.02	-	94,059.03	11,307,658.70		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF OCTOBER 2022

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	72,408.80	99,593.52 CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	40,678.26	(5,534.49) PRIOR
PRIOR YEARS-P&I	12,526.87	
ROLLBACK	2,307.96	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	6,966.64	- PURGED
TOTAL COLLECTIONS	134,888.53	94,059.03
LESS TRANSFERRED	45,265.92	
LESS IN TRANSIT	86,228.58	
LESS DUE TO HCAD COMM. FEE	18.03	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

*****AFFIDAVIT*****

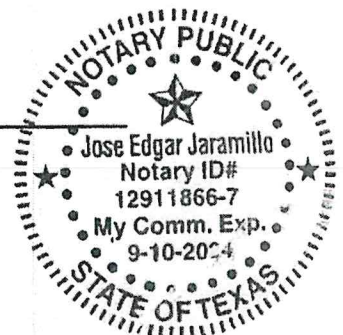
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF OCTOBER 2022 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 14TH DAY OF NOVEMBER 2022 A.D.

Jose Edgar Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF OCTOBER 2022**

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2022-2023</u>	<u>2021-2022</u>	<u>DIFFERENCE</u>
<u>2022 CURRENT</u>			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	99,593.52	103,468.54	(3,875.02)
CURRENT LEVY	10,177,055.07	9,191,852.10	985,202.97
CURRENT COLLECTIONS THIS MONTH	72,408.80	117,479.56	(45,070.76)
CURRENT COLLECTIONS TO DATE	72,408.80	117,479.56	(45,070.76)
OUTSTANDING TO DATE	10,104,646.27	9,074,372.54	1,030,273.73
PERCENT COLLECTED/ORIGINAL	0.72%	1.29%	-0.57%
PERCENT COLLECTED/MODIFIED	0.71%	1.28%	-0.57%
TOTAL COLLECTIONS FISCAL YEAR	72,408.80	117,479.56	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(5,534.49)	(10,612.53)	5,078.04
DELINQUENT LEVY	1,233,455.80	1,300,325.25	(66,869.45)
DELINQUENT COLLECTIONS THIS MONTH	40,678.26	32,000.72	8,677.54
DELINQUENT COLLECTIONS TO DATE	40,678.26	32,000.72	8,677.54
OUTSTANDING TO DATE	1,192,777.54	1,268,324.53	(75,546.99)
PERCENT COLLECTED/ORIGINAL	3.28%	2.44%	0.84%
PERCENT COLLECTED/MODIFIED	3.30%	2.46%	0.84%
TOTAL COLLECTIONS FISCAL YEAR	40,678.26	32,000.72	
<u>ROLLBACK</u>			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	0.00	0.00	0.00
ROLLBACK LEVY	12,542.85	8,033.72	4,509.13
ROLLBACK COLLECTIONS THIS MONTH	2,307.96	0.00	2,307.96
ROLLBACK COLLECTIONS TO DATE	2,307.96	0.00	2,307.96
OUTSTANDING TO DATE	10,234.89	8,033.72	2,201.17
PERCENT COLLECTED/ORIGINAL	18.40%	0.00%	18.40%
PERCENT COLLECTED/MODIFIED	18.40%	0.00%	18.40%
TOTAL COLLECTIONS FISCAL YEAR	2,307.96	0.00	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: OCTOBER 2022

37 - CSJ													
REPORT DATE	CURR BASE	CURR P&I	CURR RB	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
3-Oct				2,240.58	474.25			385.88		3,100.71		3,100.71	
4-Oct				4,246.46	1,047.50			794.09		6,088.05		6,088.05	
5-Oct				1,501.02	305.41			196.66		2,003.09		2,003.09	
6-Oct				1,050.56	405.55			211.83		1,667.94	9,483.79	(7,815.85)	14-Oct
7-Oct				2,389.84	747.01			462.72		3,599.57	3,599.57	0.00	18-Oct
9-Oct				(3,686.38)	(306.30)			(192.41)		(4,185.09)		(4,185.09)	
10-Oct				(322.21)	(2.43)			-		(324.64)		(324.64)	
11-Oct				7,366.68	1,606.54			358.33		9,331.55		9,331.55	
12-Oct				506.86	88.86			49.18		644.90		644.90	
13-Oct	560.82	-	-	1,346.31	299.32			235.70		2,442.15		2,442.15	
14-Oct	1,103.32	-	-	718.35	228.21			142.01		2,191.89		2,191.89	
17-Oct	3,162.28	-	-	2,121.24	585.24			405.96		6,274.72	16,375.48	(10,100.76)	25-Oct
18-Oct	1,371.02	-	-	993.41	271.61			130.53		2,766.57	2,766.57	-	26-Oct
19-Oct	2,758.33	-	-	1,846.23	649.30			374.33		5,628.19	5,628.19	-	27-Oct
20-Oct	3,679.68	-	-	702.53	236.66			140.88		4,759.75	4,759.75	-	28-Oct
21-Oct	2,358.35	-	-	198.27	61.72			34.23		2,652.57	2,652.57	(0.00)	31-Oct
24-Oct	4,945.69	-	-	943.10	197.77			146.78		6,233.34	6,233.34	-	1-Nov
24-Oct						2,307.96				2,307.96	2,307.96	-	1-Nov
25-Oct	4,208.30	-	-	3,229.68	886.85			459.15		8,783.98	8,783.98	-	2-Nov
26-Oct	1,369.79	-	-	577.59	139.82			67.40		2,154.60	2,154.60	0.00	3-Nov
27-Oct	4,084.13	-	-	1,707.44	362.98			294.62		6,449.17		6,449.17	
28-Oct	15,943.93	-	-	4,954.52	2,644.55			1,122.37		24,665.37	31,114.54	(6,449.17)	4-Nov
31-Oct	26,863.16	-	-	6,046.18	1,596.45			1,146.40		35,652.19	35,634.16	18.03	15-Nov
TTL	72,408.80	0.00	0.00	40,678.26	12,526.87	2,307.96	0.00	6,966.64	0.00	134,888.53	131,494.50	3,394.03	

OVERALL TOTAL	134,888.53
LESS REFUNDS	0.00
LESS HCAD COMM FEES	18.03
LESS COMM/COST	3,376.00
BALANCE	131,494.50
LESS TRANSFERRED	45,265.92
LESS TRANSF IN TRANSIT	86,228.58
BALANCE PENDING	0.00

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	TAX RATE	TAX LEVY	PAID ACCTS	BALANCE	COLL \$	YTD UNCOLL
2022	10,077,461.55	99,593.52	99,593.52	72,408.80	72,408.80	10,104,646.27	.71	10,104,646.27	.71	0.00
2021	320,200.52	4,329.61	4,329.61	23,780.05	23,780.05	292,090.86	7.53	292,090.86	7.53	0.00
2020	134,486.85	915.07	915.07	5,971.49	5,971.49	127,600.29	4.47	127,600.29	4.47	0.00
2019	95,105.83	34.96	34.96	3,539.48	3,539.48	91,531.39	3.72	91,531.39	3.72	0.00
2018	74,157.05	.00	0.00	2,707.40	2,707.40	71,449.65	3.65	71,449.65	3.65	0.00
2017	59,165.82	254.85	254.85	1,504.54	1,504.54	57,406.43	2.55	57,406.43	2.55	0.00
2016	53,419.08	.00	0.00	1,160.46	1,160.46	52,258.62	2.17	52,258.62	2.17	0.00
2015	50,079.67	.00	0.00	498.36	498.36	49,581.31	1.00	49,581.31	1.00	0.00
2014	44,118.74	.00	0.00	580.54	580.54	43,538.20	1.32	43,538.20	1.32	0.00
2013	41,794.16	.00	0.00	0.00	0.00	41,794.16	0.00	41,794.16	0.00	0.00
2012	40,257.50	.00	0.00	422.03	422.03	39,835.47	1.05	39,835.47	1.05	0.00
2011	51,672.62	.00	0.00	271.65	271.65	51,400.97	.53	51,400.97	.53	0.00
2010	36,688.72	.00	0.00	0.00	0.00	36,688.72	0.00	36,688.72	0.00	0.00
2009	36,853.00	.00	0.00	8.36	8.36	36,844.64	.02	36,844.64	.02	0.00
2008	30,500.98	.00	0.00	0.00	0.00	30,500.98	0.00	30,500.98	0.00	0.00
2007	27,360.14	.00	0.00	0.00	0.00	27,360.14	0.00	27,360.14	0.00	0.00
2006	23,796.93	.00	0.00	92.07	92.07	23,704.86	.39	23,704.86	.39	0.00
2005	20,302.93	.00	0.00	106.14	106.14	20,196.79	.52	20,196.79	.52	0.00
2004	14,812.52	.00	0.00	0.00	0.00	14,812.52	0.00	14,812.52	0.00	0.00
2003	15,335.78	.00	0.00	0.00	0.00	15,335.78	0.00	15,335.78	0.00	0.00
2002	12,750.47	.00	0.00	35.69	35.69	12,714.78	.28	12,714.78	.28	0.00
2001	56,130.98	.00	0.00	0.00	0.00	56,130.98	0.00	56,130.98	0.00	0.00
***	11,316,451.84	94,059.03	94,059.03	113,087.06	113,087.06	11,297,423.81	0.00	11,297,423.81	0.00	0.00

CITY OF SAN JUAN, TEXAS
AS OF OCTOBER 2022

Levy 2022 (22-23 YR)

10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Adjustments	99,993.52	96,837.99	-	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55
Adjaid Levy	10,177,055.07	10,174,299.54	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55
Collections	72,408.80	797,569.82	-	-	-	-	-	-	-	-	-	-
Percentage	0.71	7.84	-	-	-	-	-	-	-	-	-	-

Levy 2021 (21-22 YR)

9,083,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjaid Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50

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	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjaid Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30

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)
Adjaid 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	7,761,960.94	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)
Adjaid 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	7,272,032.48	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)
Adjaid 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)
Adjaid 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

2020

2019

2018

2017

Levy 2009 (FY 09-10)												
5,701,885.79												
Adjustments	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjusted Levy	5,701,885.79	7,424.84	16,550.13	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)
		5,709,310.63	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	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
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	5,051,331.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,432.22	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	4,314,453.83	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	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
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	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
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	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
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												December 15, 2022

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consider Approval of the Tax Collection Report for November 2022. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for November 2022.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Ernesto "Neto" Guajardo
Marco "Markie" Villegas
Adina "Dina" Santillan

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: December 15, 2022
Subject: Monthly Collection Report – November, 2022

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:

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	96,837.99	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,174,299.54	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	797,569.82	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	7.84%	96.50%	95.30%	95.29%	95.10%

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: Ernesto "Neto" Guajardo
Marco "Markie" Villegas
Adina "Dina" Santillan

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:
NOVEMBER 2022

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 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	797,569.82		96,837.99	9,376,729.72	7.84%	9.68%
2021 & PRIOR YRS	1,238,990.29	59,136.68		(12,258.66)	1,167,594.95	4.82%	5.86%
ROLLBACK	12,542.85	2,307.96		-	10,234.89	18.40%	0.00%
TOTALS	11,328,994.69	859,014.46	-	84,579.33	10,554,559.56		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2022

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	725,161.02	(2,755.53) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	18,458.42	(6,724.17) PRIOR
PRIOR YEARS-P&I	12,430.94	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	5,043.88	- PURGED
TOTAL COLLECTIONS	761,094.26	(9,479.70)
LESS TRANSFERRED	537,806.89	
LESS IN TRANSIT	219,894.41	
LESS DUE TO HCAD COMM. FEE	16.96	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

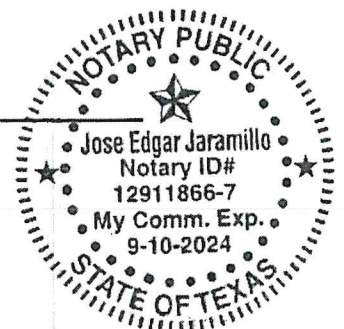
*****AFFIDAVIT*****

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 NOVEMBER 2022 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF DECEMBER 2022 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF NOVEMBER 2022

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2022-2023</u>	<u>2021-2022</u>	<u>DIFFERENCE</u>
<u>2022 CURRENT</u>			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	96,837.99	102,204.24	(5,366.25)
CURRENT LEVY	10,174,299.54	9,190,587.80	983,711.74
CURRENT COLLECTIONS THIS MONTH	725,161.02	771,951.32	(46,790.30)
CURRENT COLLECTIONS TO DATE	797,569.82	889,430.88	(91,861.06)
OUTSTANDING TO DATE	9,376,729.72	8,301,156.92	1,075,572.80
PERCENT COLLECTED/ORIGINAL	7.91%	9.79%	-1.88%
PERCENT COLLECTED/MODIFIED	7.84%	9.68%	-1.84%
TOTAL COLLECTIONS FISCAL YEAR	797,569.82	889,430.88	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(12,258.66)	(10,864.42)	(1,394.24)
DELINQUENT LEVY	1,226,731.63	1,300,073.36	(73,341.73)
DELINQUENT COLLECTIONS THIS MONTH	18,458.42	44,160.07	(25,701.65)
DELINQUENT COLLECTIONS TO DATE	59,136.68	76,160.79	(17,024.11)
OUTSTANDING TO DATE	1,167,594.95	1,223,912.57	(56,317.62)
PERCENT COLLECTED/ORIGINAL	4.77%	5.81%	-1.04%
PERCENT COLLECTED/MODIFIED	4.82%	5.86%	-1.04%
TOTAL COLLECTIONS FISCAL YEAR	59,136.68	76,160.79	
<u>ROLLBACK</u>			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	0.00	0.00	0.00
ROLLBACK LEVY	12,542.85	8,033.72	4,509.13
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	2,307.96	0.00	2,307.96
OUTSTANDING TO DATE	10,234.89	8,033.72	2,201.17
PERCENT COLLECTED/ORIGINAL	18.40%	0.00%	18.40%
PERCENT COLLECTED/MODIFIED	18.40%	0.00%	18.40%
TOTAL COLLECTIONS FISCAL YEAR	2,307.96	0.00	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: NOVEMBER 2022

37 - CSJ

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
1-Nov	25,382.35	-	-	-	1,024.17	220.79	-	186.73	-	26,814.04	-	26,814.04	17-Nov
2-Nov	24,912.70	-	-	-	714.93	167.53	-	132.37	-	25,927.53	-	25,927.53	18-Nov
3-Nov	29,422.20	-	-	-	1,606.56	394.03	-	255.02	-	31,677.81	-	31,677.81	22-Nov
4-Nov	45,759.09	-	-	-	4,751.87	6,725.69	-	1,447.82	-	58,684.47	-	58,684.47	23-Nov
7-Nov	22,247.02	-	-	-	954.44	295.71	-	187.53	-	23,684.70	-	23,684.70	28-Nov
8-Nov	88,255.15	-	-	-	1,115.98	453.21	-	233.23	-	90,057.57	-	90,057.57	30-Nov
9-Nov	13,220.46	-	-	-	807.07	199.04	-	102.58	-	14,329.15	-	14,329.15	1-Dec
10-Nov	54,607.44	-	-	-	648.30	193.99	-	116.22	-	55,565.95	-	55,565.95	2-Dec
12-Nov	(1,823.21)	-	-	-	(6,735.35)	(37.60)	-	(0.09)	-	(8,596.25)	-	(8,596.25)	5-Dec
14-Nov	43,849.12	-	-	-	1,041.93	330.11	-	162.87	-	45,384.03	-	45,384.03	6-Dec
15-Nov	30,759.36	-	-	-	297.56	65.47	-	54.46	-	31,176.85	-	31,176.85	13-Dec
16-Nov	22,158.39	-	-	-	1,395.81	463.10	-	278.84	-	24,296.14	-	24,296.14	
17-Nov	36,153.29	-	-	-	1,636.06	387.82	-	303.58	-	38,480.75	-	38,480.75	
18-Nov	53,205.92	-	-	-	1,090.09	204.70	-	109.28	-	54,609.99	-	54,609.99	
21-Nov	26,931.60	-	-	-	1,469.24	407.77	-	281.55	-	29,090.16	-	29,090.16	
22-Nov	22,113.61	-	-	-	22.53	29.29	-	-	-	22,165.43	-	22,165.43	
23-Nov	60,584.93	-	-	-	1,659.70	366.31	-	303.90	-	62,914.84	-	62,914.84	
28-Nov	28,831.61	-	-	-	2,233.99	729.17	-	444.48	-	32,239.25	-	32,239.25	
29-Nov	48,399.51	-	-	-	759.64	102.18	-	67.07	-	49,328.40	-	49,328.40	
30-Nov	50,190.48	-	-	-	1,963.90	732.63	-	376.44	-	53,263.45	-	53,263.45	
TTL	725,161.02	0.00	0.00	0.00	18,458.42	12,430.94	0.00	5,043.88	0.00	761,094.26	757,701.30	3,392.96	

OVERALL TOTAL	761,094.26
LESS REFUNDS	0.00
LESS HCAD COMM FEES	16.96
LESS COMM/COST	3,376.00
BALANCE	757,701.30
LESS TRANSFERRED	537,806.89
LESS TRANSF IN TRANSIT	219,894.41
BALANCE PENDING	0.00

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	1,537,667,138	15,552,034	1,553,219,172	0	00.676500	10,174,299.54
						1,581

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	10,077,461.55	2,755.53-	96,837.99	725,161.02	797,569.82	9,376,729.72	7.84	0.00
2021	320,200.52	6,637.31-	10,966.92-	9,567.46	33,347.51	275,886.09	10.78	0.00
2020	134,486.85	86.86-	1,001.93-	3,005.48	8,976.97	124,507.95	6.73	0.00
2019	95,105.83	.00	34.96-	1,171.00	4,710.48	90,360.39	4.95	0.00
2018	74,157.05	.00	0.00	552.29	3,259.69	70,897.36	4.40	0.00
2017	59,165.82	.00	254.85-	348.24	1,852.78	57,058.19	3.15	0.00
2016	53,419.08	.00	0.00	298.25	1,458.71	51,960.37	2.73	0.00
2015	50,079.67	.00	0.00	188.63	686.99	49,392.68	1.37	0.00
2014	44,118.74	.00	0.00	169.16	749.70	43,369.04	1.70	0.00
2013	41,794.16	.00	0.00	169.80	169.80	41,624.36	.41	0.00
2012	40,257.50	.00	0.00	274.77	696.80	39,560.70	1.73	0.00
2011	51,672.62	.00	0.00	169.80	441.45	51,211.17	.85	0.00
2010	36,688.72	.00	0.00	169.80	169.80	36,518.92	.46	0.00
2009	36,853.00	.00	0.00	174.58	182.94	36,670.06	.50	0.00
2008	30,500.98	.00	0.00	176.61	176.61	30,324.37	.58	0.00
2007	27,360.14	.00	0.00	366.42	366.42	26,993.72	1.34	0.00
2006	23,796.93	.00	0.00	240.08	332.15	23,464.78	1.40	0.00
2005	20,302.93	.00	0.00	210.79	316.93	19,986.00	1.56	0.00
2004	14,812.52	.00	0.00	150.30	150.30	14,662.22	1.01	0.00
2003	15,335.78	.00	0.00	135.03	135.03	15,200.75	.88	0.00
2002	12,750.47	.00	0.00	156.46	192.15	12,558.32	1.51	0.00
2001	56,130.98	.00	0.00	763.47	763.47	55,367.51	1.36	0.00
***	11,316,451.84	9,479.70-	84,579.33	743,619.44	856,706.50	10,544,324.67		0.00
CURR	10,077,461.55	2,755.53-	96,837.99	725,161.02	797,569.82	9,376,729.72		0.00
DELQ	1,238,990.29	6,724.17-	12,258.66-	18,458.42	59,136.68	1,167,594.95		0.00

CITY OF SAN JUAN, TEXAS
AS OF OCTOBER 2022

Levy 2022 (22-23 YR)												
10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Adjustments	99,593.32	96,837.99	-	-	-	-	-	-	-	-	-	-
Adjstid Levy	10,177,055.07	10,174,299.54	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55
Collections	72,408.80	797,569.82	-	-	-	-	-	-	-	-	-	-
Percentage	0.71	7.84	-	-	-	-	-	-	-	-	-	-
Levy 2021 (21-22 YR)												
9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjstid Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.55	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50
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	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjstid Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30
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)
Adjstid Levy	7,796,610.63	7,785,221.25	7,785,502.76	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)
Adjstid Levy	7,287,841.76	7,286,667.28	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)	(3,283.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstid Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,959.99	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)
Adjstid 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 2009 (FY 09-10)												
5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	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)
Adjusted Levy	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	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
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	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
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	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4,476.77	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	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
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												December 15, 2022

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consider Approval of the Budget Expenditure Report for the Month of October 2022. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of October 2022.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: November 21, 2022
Subject: Budget Expenditure Report – October 31, 2022

Attached you will find the above-mentioned report for the City of San Juan.

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25

Other City Funds:

• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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c. Bond Series 2019-A	43	28
d. CIP-Street-Series 2015	44	29
e. Capital Projects	45	30
f. 2018 Construction	46	31
g. Certificate of Obligation 2018	47	32
h. Certificate of Obligation 2017	48	33

Other City Funds –Continue

h. 2020 Bond	49	34
i. TDEM Fund	51	35
i. Certificate of Obligation 2007	52	36
j. Capital Projects Fire Station	53	37
k. 2014 Bond	54	38
l. 2022 Bond – Fire Truck	57	39

Component Unit:

• San Juan E.D.C.	24	40
• San Juan Economic Development Corp.	29	41

C: Mayor, Mario Garza

Mayor Pro-Tem,- Leonardo “Lenny” Sanchez

Commissioners:- Adina “Dina” Santillan

Ernesto “Neto” Guajardo

Marco “Markie” Villegas

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,735,948	96,211	-	(7,639,737)	96,211	-	1.24
SALES TAX REVENUE	4,692,480	3,581	-	(4,688,899)	3,581	-	0.08
FRANCHISE TAX	1,046,500	14,308	-	(1,032,192)	14,308	-	1.37
LICENSES & PERMITS	729,525	113,185	-	(616,340)	113,185	-	15.51
FEES & FINES	228,107	14,745	-	(213,362)	14,745	-	6.46
INTERGOVERNMENTAL REVENUE	974,258	106,671	-	(867,587)	106,671	-	10.95
OTHER REVENUE	471,800	38,934	-	(432,866)	38,934	-	8.25
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	15,878,618	387,636	-	(15,490,982)	387,636	-	2.44
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	23,700	2,282	3,907	17,511	2,282	-	26.11
SUPPLIES	7,400	150	481	6,769	150	-	8.52
MISCELLANEOUS	148,837	79,955	759	68,123	79,955	-	54.23
LEGISLATIVE	179,937	82,387	5,147	92,403	82,387	-	48.65
CITY MANAGER							
SALARIES & WAGES/BENEFIT	196,211	8,745		187,466	8,745	-	4.46
PURCHASED PROF/TECH SRVS	156,000	8,000	14,000	134,000	8,000	-	14.10
PUR PROP SRVS & OTH SRVS	6,750	773	1,235	4,742	773	-	29.75
SUPPLIES	520	-	-	520	-	-	-
CAPITAL OUTLAY	108,717	-	14,450	94,267	-	-	13.29
MISCELLANEOUS	1,050	-	128	922	-	-	12.18
CITY MANAGER	469,248	17,518	29,813	421,916	17,518	-	10.09
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	197,555	6,446		191,109	6,446	-	3.26
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	10,950	857	1,244	8,849	857	-	19.19
SUPPLIES	3,560	85	-	3,475	85	-	2.39
MISCELLANEOUS	45,529	100	89	45,340	100	-	0.42
CITY SECRETARY	272,594	7,488	1,333	263,773	7,488	-	3.24
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	209,083	10,926		198,157	10,926	-	5.23
PURCHASED PROF/TECH SRVS	64,984	151	63,400	1,433	151	-	97.79
PUR PROP SRVS & OTH SRVS	11,614	70	-	11,544	70	-	0.61
SUPPLIES	4,962	83	236	4,643	83	-	6.42
MISCELLANEOUS	1,755	-		1,755	-	-	-
MUNICIPAL COURT	292,398	11,231	63,635	217,532	11,231	-	25.60

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	437,824	17,328	-	420,496	17,328	-	3.96
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	19,380	150	1,274	17,955	150	-	7.35
SUPPLIES	3,610	-	523	3,087	-	-	14.48
MISCELLANEOUS	19,255	1,437	1,316	16,503	1,437	-	14.29
FINANCE	483,569	18,914	3,113	461,542	18,914	-	4.56
PLANNING							
SALARIES & WAGES/BENEFIT	553,375	22,386		530,989	22,386	-	4.05
PURCHASED PROF/TECH SRVS	17,500	5,480	3,885	8,135	5,480	-	53.51
PUR PROP SRVS & OTH SRVS	18,900	319	138	18,443	319	-	2.42
SUPPLIES	27,353	1,181	4,458	21,715	1,181	-	20.61
CAPITAL OUTLAY	15,000	-	72	14,928	-	-	0.48
MISCELLANEOUS	19,575	-	-	19,575	-	-	-
PLANNING	651,703	29,365	8,553	613,785	29,365	-	5.82
POLICE							
SALARIES & WAGES/BENEFIT	4,071,751	120,134		3,951,617	120,134	-	2.95
PURCHASED PROF/TECH SRVS	53,400	651	-	52,749	651	-	1.22
PUR PROP SRVS & OTH SRVS	83,937	3,430	4,269	76,239	3,430	-	9.17
SUPPLIES	218,595	5,512	36,570	176,514	5,512	-	19.25
CAPITAL OUTLAY	-	-	5,208	(5,208)	-	-	-
DEBT SERVICE	333,457	-	-	333,457	-	-	-
MISCELLANEOUS	46,098	3,167	-	42,931	3,167	-	6.87
POLICE	4,807,238	132,893	46,047	4,628,299	132,893	-	3.72
FIRE							
SALARIES & WAGES/BENEFIT	2,073,771	79,293		1,994,478	79,293	-	3.82
PURCHASED PROF/TECH SRVS	34,200	9,048	-	25,152	9,048	-	26.46
PUR PROP SRVS & OTH SRVS	85,710	3,686	4,902	77,122	3,686	-	10.02
SUPPLIES	126,682	6,636	24,116	95,931	6,636	-	24.27
CAPITAL OUTLAY	275,300	-	206,694	68,606	-	-	75.08
DEBT SERVICE	122,979	54,900	-	68,079	54,900	-	44.64
MISCELLANEOUS	10,455	1,500	-	8,955	1,500	-	14.35
FIRE	2,729,097	155,063	235,712	2,338,322	155,063	-	14.32
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	354,061	17,003		337,058	17,003	-	4.80
PUR PROP SRVS & OTH SRVS	367,000	33,592	35	333,374	33,592	-	9.16
SUPPLIES	109,071	5,175	8,384	95,512	5,175	-	12.43
CAPITAL OUTLAY	46,200	-		46,200	-	-	-
MISCELLANEOUS	7,400	-	-	7,400	-	-	-
STREETS, ALLEY, OTHER	883,732	55,769	8,419	819,544	55,769	-	7.26

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	203,837	7,530		196,307	7,530	-	3.69
PUR PROP SRVS & OTH SRVS	8,200	98	95	8,007	98	-	2.35
SUPPLIES	30,315	258	2,620	27,437	258	-	9.49
CENTRAL GARAGE	242,352	7,886	2,715	231,751	7,886	-	4.37
PARKS							
SALARIES & WAGES/BENEFIT	993,374	42,591		950,783	42,591	-	4.29
PURCHASED PROF/TECH SRVS	2,500	428		2,072	428	-	17.10
PUR PROP SRVS & OTH SRVS	130,350	7,109	33	123,208	7,109	-	5.48
SUPPLIES	56,983	4,527	10,271	42,185	4,527	-	25.97
CAPITAL OUTLAY	7,250	-		7,250	-	-	-
DEBT SERVICE	58,394	-		58,394	-	-	-
MISCELLANEOUS	400,070	37,976	12,428	349,666	37,976	-	12.60
PARKS	1,648,921	92,631	22,732	1,533,559	92,631	-	7.00
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	327,151	12,218	-	314,933	12,218	-	3.73
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	108,000	3,003	1,979	103,018	3,003	-	4.61
SUPPLIES	43,977	5,791	17,114	21,072	5,791	-	52.08
BUILDING MAINTENANCE	481,628	21,012	19,094	441,522	21,012	-	8.33
LIBRARY							
SALARIES & WAGES/BENEFIT	291,766	12,537	-	279,229	12,537	-	4.30
PURCHASED PROF/TECH SRVS	2,600	55	-	2,545	55	-	2.11
PUR PROP SRVS & OTH SRVS	22,150	419	-	21,731	419	-	1.89
SUPPLIES	3,050	-	-	3,050	-	-	-
MISCELLANEOUS	10,250	48	-	10,202	48	-	0.47
LIBRARY	329,816	13,058	-	316,758	13,058	-	3.96

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8% % RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	436,776	3,394	-	433,382	3,394	-	0.78
PUR PROP SRVS & OTH SRVS	252,097	19,510	-	232,587	19,510	-	7.74
SUPPLIES	1,515	179	-	1,336	179	-	11.79
DEBT SERVICE	129,300	-	-	129,300	-	-	-
MISCELLANEOUS	29,700	-	-	29,700	-	-	-
ADMINISTRATION	849,388	23,082	-	826,306	23,082	-	2.72
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	259,529	9,586	-	249,943	9,586	-	3.69
PURCHASED PROF/TECH SRVS	15,000	-	4,410	10,590	-	-	29.40
PUR PROP SRVS & OTH SRVS	13,500	407	637	12,456	407	-	7.73
SUPPLIES	4,810	800	72	3,938	800	-	18.13
MISCELLANEOUS	875	150	(150)	875	150	-	-
HUMAN RESOURCES	293,714	10,943	4,969	277,802	10,943	-	5.42
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	497,492	24,460	-	473,032	24,460	-	4.92
PURCHASED PROF/TECH SRVS	57,000	16,022	1,100	39,878	16,022	-	30.04
PUR PROP SRVS & OTH SRVS	188,418	4,821	(17)	183,614	4,821	-	2.55
SUPPLIES	18,950	87	2,155	16,708	87	-	11.83
CAPITAL OUTLAY	39,000	-	-	39,000	-	-	-
MISCELLANEOUS	170,492	58,529	36,349	75,614	58,529	-	55.65
INFORMATION TECHNOLOGY	971,352	103,920	39,587	827,845	103,920	-	14.77

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	5,800	-	-	5,800	-	-	-
SUPPLIES	16,750	-	-	16,750	-	-	-
CAPITAL OUTLAY	45,000	-	29,039	15,961	-	-	64.53
EMERGENCY MANAGEMENT	82,550	-	29,039	53,511	-	-	35.18
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	79,247	1,934		77,313	1,934	-	2.44
PURCHASED PROF/TECH SRVS	4,500	-		4,500	-	-	-
SUPPLIES	11,550	441	275	10,834	441	-	6.20
CAPITAL OUTLAY	16,000	-		16,000	-	-	-
MISCELLANEOUS	100,100	-	100,000	100	-	-	99.90
ANIMAL CONTROL	211,397	2,375	100,275	108,747	2,375	-	48.56
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	15,880,634	785,535	620,181	14,474,918	785,535	-	8.85
REVENUES OVER/(UNDER) EXPENDITURES	(2,016)	(397,899)	(620,181)	(1,016,064)	(397,899)	-	50,500.02

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,969,760	274,457	-	(3,695,303)	274,457	-	6.91
OTHER REVENUE	38,300	5,465	-	(32,835)	5,465	-	14.27
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	4,008,060	279,922	-	(3,728,138)	279,922	-	6.98
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,321,927	(16,668)	-	1,338,595	(16,668)	-	(1.26)
PUR PROF/TECH SRVS	-	46	-	(46)	46	-	-
PUR PROP SRVS & OTH SRVS	386,300	20,572	2,225	363,503	20,572	-	5.90
SUPPLIES	676,262	34,503	3,274	638,485	34,503	-	5.59
CAPITAL OUTLAY	90,000	-	-	90,000	-	-	-
MISCELLANEOUS	862,967	880	2,140	859,947	880	-	0.35
SANITATION	3,337,456	39,333	7,639	3,290,484	39,333	-	1.41
RECYCLING							
SALARIES & WAGES/BENEFIT	-	(305)	-	305	(305)	-	-
SUPPLIES	-	-	(400)	400	-	-	-
RECYCLING	-	(305)	(400)	705	(305)	-	-
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	82,000	6,117	-	75,883	6,117	-	7.46
PUR PROP SRVS & OTH SRVS	56,157	5,233	-	50,924	5,233	-	9.32
DEBT SERVICE	319,817	-	-	319,817	-	-	-
MISCELLANEOUS	212,630	17,619	-	195,011	17,619	-	8.29
ORGANIZATIONAL	670,604	28,969	-	641,635	28,969	-	4.32
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,008,060	67,996	7,239	3,932,824	67,996	-	1.88
REVENUES OVER/(UNDER) EXPENDITURES	-	211,926	(7,239)	204,686	211,926	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,815,750	246,326	-	(2,569,424)	246,326	-	8.75
SEWER SYSTEMS	3,103,000	264,560	-	(2,838,440)	264,560	-	8.53
OTHER REVENUES	-	19	-	19	19	-	-
OTHER REVENUES	74,400	29,932	-	(44,468)	29,932	-	40.23
OTHER	(1,664,037)	(289,138)	-	1,374,899	(289,138)	-	17.38
TOTAL REVENUES	4,329,113	251,698	-	(4,077,415)	251,698	-	5.81
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	314,387	(9,606)	-	323,993	(9,606)	-	(3.06)
PURCHASED PROF/TECH SRVS	27,408	244	2,684	24,480	244	-	10.68
PUR PROP SRVS & OTH SRVS	87,316	(3,353)	(16)	90,685	(3,353)	-	(3.86)
SUPPLIES	21,624	1,285	1,707	18,632	1,285	-	13.84
MISCELLANEOUS	51,468	-	1,315	50,153	-	-	2.55
UTILITY BILLING & COLLEC	502,203	(11,430)	5,690	507,943	(11,430)	-	(1.14)
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	221,945	(270)	-	222,215	(270)	-	(0.12)
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	22,900	155	8	22,738	155	-	0.71
SUPPLIES	9,787	188	2,200	7,399	188	-	24.40
MISCELLANEOUS	870	-	-	870	-	-	-
UTILITY ADMINISTRATION	267,502	73	2,207	265,222	73	-	0.85
WATER PLANT							
SALARIES & WAGES/BENEFIT	488,072	2,064	-	486,008	2,064	-	0.42
PURCHASED PROF/TECH SRVS	35,000	260	1,086	33,654	260	-	3.84
PUR PROP SRVS & OTH SRVS	203,200	5,860	3,145	194,195	5,860	-	4.43
SUPPLIES	277,740	7,864	24,007	245,869	7,864	-	11.48
CAPITAL OUTLAY	30,000	-	-	30,000	-	-	-
MISCELLANEOUS	43,500	-	(15,344)	58,844	-	-	(35.27)
WATER PLANT	1,077,512	16,048	12,893	1,048,571	16,048	-	2.69
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	313,992	(12,752)	-	326,744	(12,752)	-	(4.06)
PUR PROP SRVS & OTH SRVS	10,500	70	405	10,025	70	-	4.53
SUPPLIES	65,005	1,725	5,136	58,143	1,725	-	10.56
MISCELLANEOUS	2,842	-	111	2,731	-	-	3.91
WATER DISTRIBUTION	392,339	(10,957)	5,653	397,643	(10,957)	-	(1.35)
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	364,328	1,004	-	363,324	1,004	-	0.28
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	225,290	11,131	1,261	212,897	11,131	-	5.50
SUPPLIES	64,542	4,750	4,978	54,814	4,750	-	15.07
MISCELLANEOUS	1,771	-	-	1,771	-	-	-
SEWER COLLECTION	660,931	16,886	6,239	637,806	16,886	-	3.50

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED	Budget Target 8%	
SEWER PLANT									
SALARIES & WAGES/BENEFIT	265,302	3,657	-	261,646	3,657	-	1.38		
PURCHASED PROF/TECH SRVS	35,000	200	-	34,800	200	-	0.57		
PUR PROP SRVS & OTH SRVS	247,828	351	653	246,824	351	-	0.41		
SUPPLIES	74,444	1,237	7,668	65,539	1,237	-	11.96		
CAPITAL OUTLAY	40,000	-	-	40,000	-	-	-		
MISCELLANEOUS	146,592	-	25,825	120,767	-	-	17.62		
SEWER PLANT	809,166	5,444	34,146	769,576	5,444	-	4.89		
ORGANIZATIONAL									
PURCHASED PROF/TECH SRVS	81,663	4,202	-	77,461	4,202	-	5.15		
PUR PROP SRVS & OTH SRVS	123,977	10,116	-	113,861	10,116	-	8.16		
DEBT SERVICE	1,000	-	-	1,000	-	-	-		
MISCELLANEOUS	412,820	33,985	-	378,835	33,985	-	8.23		
ORGANIZATIONAL	619,460	48,303	-	571,157	48,303	-	7.80		
TOTAL EXPENDITURES	4,329,113	64,367	66,829	4,197,917	64,367	-	3.03		
	=====	=====	=====	=====	=====	=====	=====		
REVENUES OVER/(UNDER) EXPENDITURES	-	187,332	(66,829)	120,503	187,332	-	-		
TRANSFER IN	-	-	-	-	-	-	-		
TRANSFER OUT	-	-	-	-	-	-	-		
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	-	187,332	(66,829)	120,503	187,332	-	-		
	=====	=====	=====	=====	=====	=====	=====		

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,602,660	284,472		(1,318,188)	284,472	-	17.75
TOTAL REVENUES	1,602,660	284,472	-	(1,318,188)	284,472	-	17.75
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,609,666	-	-	1,609,666	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	1,609,666	-	-	1,609,666	-	-	-
TOTAL EXPENDITURES	1,609,666	-	-	1,609,666	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(7,006)	284,472	-	291,478	284,472	-	(4,060.40)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(7,006)	284,472	-	291,478	284,472	-	(4,060.40)
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	6,625	-	(54,751)	6,625	-	10.79
TOTAL REVENUES	61,376	6,625	-	(54,751)	6,625	-	10.79
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	61,376	6,625	-	(54,751)	6,625	-	10.79
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	6,625	-	(54,751)	6,625	-	10.79
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
October 31 2022

Budget Target 8%

18 - LOCAL TRUANCY PREVENTION &
DIVERSION FUND
FINANCIAL SUMMARY

REVENUE SUMMARY

	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
FEES & FINES	5,000	470	-	(4,530)	470	-	9.40
TOTAL REVENUES	5,000	470	-	(4,530)	470	-	9.40
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	150	9	-	(141)	9	-	6.27
TOTAL REVENUES	150	9	-	(141)	9	-	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

Budget Target 8%

20 - MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	503	-	(4,997)	503	-	9.14
TOTAL REVENUES	5,500	503	-	(4,997)	503	-	9.14
	=====	=====	=====	=====	=====	=====	=====
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	5,500	503	-	(4,997)	-	-	9.14

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

Budget Target 8%

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	424	-	(5,576)	424	-	7.07
TOTAL REVENUES	6,000	424	-	(5,576)	424	-	7.07
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	6,000	424	-	(5,576)	-	-	7.07

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

Budget Target 8%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	2	-	2	2	-	-
TOTAL REVENUES	-	2	-	2	2	-	-
EXPENDITURE SUMMARY							
ADMINSTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	2	-	2	2	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

Budget Target 8%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	207	-	(793)	-	-	20.68
TOTAL REVENUES	1,000	207	-	(793)	-	-	20.68
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	207	-	(793)		-	20.68

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,070	22,543	-	(2,527)	22,543	-	89.92
TOTAL REVENUES	25,070	22,543	-	(2,527)	22,543	-	89.92
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	25,070	-	-	25,070	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARKS	25,070	-	-	25,070	-	-	-
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	25,070	-	-	25,070	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	22,543	-	22,543	22,543	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

Budget Target 8%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	1,110	-	(7,890)	1,110	-	12.33
TOTAL REVENUES	9,000	1,110	-	(7,890)	1,110	-	12.33
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	500	-	-	500	-	-	-
SUPPLIES	5,000	-	-	5,000	-	-	-
MISCELLANEOUS	10,000	-	-	10,000	-	-	-
ADMINISTRATION	20,500	-	-	20,500	-	-	-
TOTAL EXPENDITURES	20,500	-	-	20,500	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	(11,500)	1,110	-	12,610	-	-	(9.65)

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	-	-	(1,500)	-	-	-
FORFEIT LOCAL	600	-	-	(600)	-	-	-
TOTAL REVENUES	2,100	-	-	(2,100)	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	1,500	65	-	1,436	64.50	-	4.30
SUPPLIES	8,500	-		8,500	-	-	-
POLICE	15,000	65	-	14,936	65	-	0.43
TOTAL EXPENDITURES	15,000	65	-	14,936	65	-	0.43
REVENUES OVER/(UNDER) EXPENDITURES	(12,900)	(65)	-	12,836	(65)	-	0.50

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
30-MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	81,353	14,778	-	(66,575)	14,778	-	18.16
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	81,353	14,778	-	(66,575)	14,778	-	18.16
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	66,575	7,717	-	58,858	7,717	-	11.59
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	12,300	(12,300)	-	-	-
POLICE	66,575	7,717	12,300	46,558	7,717	-	30.07
LIBRARY							
PURCHASED PROF/TECH SRVS	1,500	960	-	540	959.98	-	64.00
PUR PROP SRVS & OTH SRVS	8,200	87	-	8,113	87.36	-	1.07
SUPPLIES	1,600	1,197	-	403	1,197.10	-	74.82
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	3,478	-	-	3,478	-	-	-
LIBRARY	14,778	2,244	-	12,534	2,244	-	15.19
TOTAL EXPENDITURES	81,353.00	9,962	12,300	59,091	9,962	-	27.36
REVENUES OVER/(UNDER) EXPENDITUR	-	4,816	(12,300)	(7,484)	4,816	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED	Budget Target 8%
REVENUE SUMMARY								
INTERGOVERNMENTAL REVENU	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-	-
EXPENDITURE SUMMARY								
POLICE								
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-	-
POLICE	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	-	-	(18,500)	-	-	-
FINES & FEES	150	100	-	(50)	100	-	66.67
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	18,650	100	-	(18,550)	100	-	0.54
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	18,650	-	-	18,650	-	-	-
CITY EVENTS	18,650	-	-	18,650	-	-	-
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	18,650	-	-	18,650	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	100	-	100	100	-	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	112	253	-	141	253	-	226.29
FORFEIT FEDERAL	71,000	-	-	(71,000)	-	-	-
TOTAL REVENUES	71,112	253	-	(70,859)	253	-	0.36
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	32,000	-	-	32,000	-	-	-
SUPPLIES	60,000	-	-	60,000	-	-	-
CAPITAL OUTLAY	8,000	-	112,004	(104,004)	-	-	1,400.05
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	100,000	-	112,004	(12,004)	-	-	112.00
TOTAL EXPENDITURES	100,000	-	112,004	(12,004)	-	-	112.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(28,888.00)	253	(112,004)	(82,863)	-	-	386.84

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	24,850	-	(280,150)	24,850	-	8.15
TOTAL REVENUES	305,000	24,850	-	(280,150)	24,850	-	8.15
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	242,398	203	-	242,195	203	-	0.08
PUR PROP SRVS & OTH SRVS	14,300	-	1,780	12,520	-	-	12.45
SUPPLIES	18,478	567	(400)	18,311	567	-	0.91
CAPITAL OUTLAY	23,824	-	-	23,824	-	-	-
MISCELLANEOUS	6,000	-	-	6,000	-	-	-
STORM WATER	305,000	770	1,380	302,850	770	-	0.70
TOTAL EXPENDITURES	305,000	770	1,380	302,850	770	-	0.70
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	24,079	(1,380)	22,699	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,634,333	31,711	-	(2,602,622)	31,711	-	1.20
OTHER REVENUE	500	2,928	-	2,428	2,928	-	585.54
TOTAL REVENUES	2,634,833	34,638	-	(2,600,195)	34,638	-	1.31
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	2,399,750	-	-	2,399,750	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	2,399,750	-	-	2,399,750	-	-	-
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	2,399,750	-	-	2,399,750	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	235,083	34,638	-	(200,445)	34,638	-	14.73
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	235,083	34,638	-	(200,445)	-	-	14.73
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	350	-	350	350	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	350	-	350	350	-	-
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	195,652	10,616	127,599	57,438	10,616	-	70.64
CITY MANAGER	195,652	10,616	127,599	57,438	10,616	-	70.64
PARK AND RECREATION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	195,652	10,616	127,599	57,438	10,616	-	70.64
REVENUES OVER/(UNDER) EXPENDITURES	(195,652)	(10,266)	(127,599)	57,788	(10,266)	-	70.46

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	12,915	-	12,915	12,915	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	12,915	-	12,915	12,915	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	-	179,000	(179,000)	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	179,000	(179,000)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	12,915	(179,000)	(166,085)	12,915	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	2,694	-	2,694	2,694	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	2,694	-	2,694	2,694	-	-
	=====	=====	=====	=====	=====	=====	=====
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	110,069	1,058,911	(1,168,979)	110,069	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	110,069	1,058,911	(1,168,979)	110,069	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(107,375)	(1,058,911)	(1,166,285)	(107,375)	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	734	-	734	734	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	734	-	734	734	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	71,738	71,738	-	-	71,738	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	71,738	71,738	-	-	71,738	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	71,738	71,738	-	-	71,738	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(71,738)	(71,004)	-	734	(71,004)	-	98.98

City of San Juan, Texas
Budget Expenditures
October 31, 2022

							Budget Target 8%
45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	-	(2,191)	2,191	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	-	(2,191)	2,191	-	-	-
TOTAL EXPENDITURES	-	-	(2,191)	2,191	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	2,191	2,191	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	4,865	-	4,865	4,865	-	-
TOTAL REVENUES	-	4,865	-	4,865	4,865	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	4,865	-	4,865		-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	2,445	-	2,445	2,445	-	-
TOTAL REVENUES	-	2,445	-	2,445	2,445	-	-
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	10,534	(10,534)	-	-	-
CAPITAL OUTLAY	1,009,264	663,432	301,410	44,423	663,432	-	95.60
NEW CITY HALL	1,009,264	663,432	311,944	33,888	663,432	-	-
TOTAL EXPENDITURES	1,009,264	663,432	311,944	33,888	663,432	-	96.64
REVENUES OVER/(UNDER) EXPENDITURES	(1,009,264)	(660,987)	(311,944)	36,334	(660,987)	-	96.40

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
CAPITAL OUTLAY	-	-	-	-	-	-	-
UTILITY ADMINISTRATION	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
SEWER COLLECTION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	16,226	-	16,226	16,226	-	-
TOTAL REVENUES	-	16,226	-	16,226	16,226	-	-
=====							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
WATER PLANT							
CAPITAL OUTLAY	58,757	-	232,995	(174,238)	-	-	396.54
WATER PLANT	58,757	-	232,995	(174,238)	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY	2,478,662	83,174		2,395,488	83,174	-	3.36
SEWER COLLECTION	2,478,662	83,174	-	2,395,488	83,174	-	-
TOTAL EXPENDITURES	2,537,419	83,174	232,995	2,221,250	83,174	-	12.46
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(2,537,419)	(66,948)	(232,995)	2,237,476	(66,948)	-	11.82

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	11,285	-	11,285	11,285	-	-
TOTAL REVENUES	-	11,285	-	11,285	11,285	-	-
=====							
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	1,950,066	41,888	293	1,907,886	41,888	-	2.16
FIRE	1,950,066	41,888	293	1,907,886	41,888	-	2.16
STREETS & ALLEYS							
CAPITAL OUTLAY	414,746	2,493	233,280	178,973	2,493	-	56.85
STREETS & ALLEYS	414,746	2,493	233,280	178,973	2,493	-	56.85
PARKS & RECREATION							
CAPITAL OUTLAY	986,530	-	-	986,530	-	-	-
PARKS & RECREATION	986,530	-	-	986,530	-	-	-
SANITATION							
CAPITAL OUTLAY	952,957	2,493	141,134	809,330	2,493	-	15.07
SANITATION	952,957	2,493	141,134	809,330	2,493	-	15.07
ADMINISTRATION	-	-	-	-	-	-	-
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,304,299	46,874	374,706	3,882,719	46,874	-	9.79
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(4,304,299)	(35,588)	(374,706)	3,894,005	(35,588)	-	9.53

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	611	-	611	611	-	-
TOTAL REVENUES	-	611	-	611	611	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	611	-	611	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY		-	-	-	-	-	-
FIRE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

							Budget Target 8%
24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,537,643	1,194	-	(1,536,449)	1,194	-	0.08
OTHER REVENUE	1,300	3,681	-	2,381	3,681	-	283.14
OTHR FINANCING SOURCES/U	(104,593)	(8,619)	-	95,974	(8,619)	-	8.24
TOTAL REVENUES	1,434,350	(3,744)	-	(1,438,094)	(3,744)	-	0.26
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	172,537	13,162	-	159,375	13,162	-	7.63
PURCHASED PROF/TECH SRVS	208,677	-	-	208,677	-	-	-
PUR PROP SRVS & OTH SRVS	96,284	9,724	-	86,560	9,724	-	10.10
SUPPLIES	24,800	779	-	24,021	779	-	3.14
CAPITAL OUTLAY	10,000	53	-	9,947	53	-	0.53
DEBT SERVICE	217,850	-	-	217,850	-	-	-
MISCELLANEOUS	704,202	5,203	-	698,999	5,203	-	0.74
SAN JUAN ECONOMIC DEV	1,434,350	28,921	-	1,405,429	28,921	-	2.02
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,434,350	28,921	-	1,405,429	28,921	-	2.02
REVENUES OVER/(UNDER) EXPENDITURES	-	(32,666)	-	(32,666)	(32,666)	-	-

City of San Juan, Texas
Budget Expenditures Report
October 31, 2022

29 -SAN JUAN ECONOMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 8% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	60	49	-	(11)	49	-	81.38
OTHR FINANCING SOURCES/U	104,827	8,619	-	(96,208)	8,619	-	8.22
TOTAL REVENUES	104,887	8,668	-	(96,219)	8,668	-	8.26
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	102,022	-	-	102,022	-	-	-
ORGANIZATIONAL EXPENSES	102,022	-	-	102,022	-	-	-
TOTAL EXPENDITURES	102,022	-	-	102,022	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	2,865	8,668	-	5,803	(8,668)	-	302.53

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 10, 2023

Consider Approval of the Budget Expenditure Report for the Month of November 2022.[Leory Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of November 2022.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: December 21, 2022
Subject: Budget Expenditure Report – November 30, 2022

Attached you will find the above-mentioned report for the City of San Juan.

The funds are listed as follows:

<u>Approved Budgets:</u>	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25
<u>Other City Funds:</u>		
• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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c. Bond Series 2019-A	43	28
d. CIP-Street-Series 2015	44	29
e. Capital Projects	45	30
f. 2018 Construction	46	31
g. Certificate of Obligation 2018	47	32
h. Certificate of Obligation 2017	48	33

Other City Funds –Continue

h. 2020 Bond	49	34
i. TDEM Fund	51	35
i. Certificate of Obligation 2007	52	36
j. Capital Projects Fire Station	53	37
k. 2014 Bond	54	38
l. 2022 Bond – Fire Truck	57	39

Component Unit:

• San Juan E.D.C.	24	40
• San Juan Economic Development Corp.	29	41

C: Mayor, Mario Garza

Mayor Pro-Tem,- Leonardo “Lenny” Sanchez

Commissioners:- Adina “Dina” Santillan

Ernesto “Neto” Guajardo

Marco “Markie” Villegas

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%
% RECEIV. EXPENDED

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,735,948	659,385	-	(7,076,563)	96,211	563,173	8.52
SALES TAX REVENUE	4,692,480	407,772	-	(4,284,708)	3,581	404,191	8.69
FRANCHISE TAX	1,046,500	60,182	-	(986,318)	14,308	45,875	5.75
LICENSES & PERMITS	729,525	168,671	-	(560,854)	113,185	55,486	23.12
FEES & FINES	228,107	33,414	-	(194,693)	14,745	18,669	14.65
INTERGOVERNMENTAL REVENUE	974,258	158,557	-	(815,701)	106,671	51,886	16.27
OTHER REVENUE	471,800	86,357	-	(385,443)	38,934	47,423	18.30
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	15,878,618	1,574,338	-	(14,304,280)	387,636	1,186,702	9.91
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	23,700	6,052	1,077	16,571	2,282	3,769	30.08
SUPPLIES	7,400	516	196	6,687	150	366	9.63
MISCELLANEOUS	148,837	89,271	2,939	56,628	79,955	9,316	61.95
LEGISLATIVE	179,937	95,839	4,212	79,886	82,387	13,451	55.60
CITY MANAGER							
SALARIES & WAGES/BENEFIT	196,211	25,513	-	170,698	8,745	16,768	13.00
PURCHASED PROF/TECH SRVS	156,000	20,000	11,000	125,000	8,000	12,000	19.87
PUR PROP SRVS & OTH SRVS	6,750	1,928	205	4,617	773	1,156	31.61
SUPPLIES	520	-	-	520	-	-	-
CAPITAL OUTLAY	108,717	14,450	-	94,267	-	14,450	13.29
MISCELLANEOUS	1,050	128	-	922	-	128	12.18
CITY MANAGER	469,248	62,020	11,205	396,023	17,518	44,502	15.60
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	197,555	18,425	-	179,131	6,446	11,978	9.33
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	10,950	1,869	427	8,654	857	1,012	20.97
SUPPLIES	3,560	145	-	3,415	85	60	4.08
MISCELLANEOUS	45,529	100	89	45,340	100	-	0.42
CITY SECRETARY	272,594	20,539	516	251,539	7,488	13,051	7.72
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	209,083	25,290	-	183,793	10,926	14,364	12.10
PURCHASED PROF/TECH SRVS	64,984	472	63,400	1,112	151	321	98.29
PUR PROP SRVS & OTH SRVS	11,614	300	290	11,024	70	229	5.08
SUPPLIES	4,962	315	63	4,584	83	232	7.62
MISCELLANEOUS	1,755	-	-	1,755	-	-	-
MUNICIPAL COURT	292,398	26,377	63,753	202,268	11,231	15,146	30.82

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	437,824	50,801	-	387,023	17,328	33,474	11.60
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	19,380	1,439	639	17,302	150	1,289	10.72
SUPPLIES	3,610	420	470	2,720	-	420	24.67
MISCELLANEOUS	19,255	2,946	1,206	15,103	1,437	1,509	21.56
FINANCE	483,569	55,606	2,316	425,648	18,914	36,691	11.98
PLANNING							
SALARIES & WAGES/BENEFIT	553,375	65,890		487,485	22,386	43,504	11.91
PURCHASED PROF/TECH SRVS	17,500	5,789	9,018	2,693	5,480	309	84.61
PUR PROP SRVS & OTH SRVS	18,900	508	92	18,300	319	189	3.18
SUPPLIES	27,353	2,455	4,673	20,225	1,181	1,275	26.06
CAPITAL OUTLAY	15,072	72	-	15,000	-	72	0.48
MISCELLANEOUS	19,575	-	-	19,575	-	-	-
PLANNING	651,775	74,715	13,783	563,278	29,365	45,350	13.58
POLICE							
SALARIES & WAGES/BENEFIT	4,071,751	405,605	500	3,665,646	120,134	285,471	9.97
PURCHASED PROF/TECH SRVS	53,400	758	884	51,758	651	107	3.08
PUR PROP SRVS & OTH SRVS	83,937	10,582	6,646	66,708	3,430	7,153	20.53
SUPPLIES	218,595	32,423	30,296	155,876	5,512	26,912	28.69
CAPITAL OUTLAY	5,208	-	5,208	-	-	-	100.00
DEBT SERVICE	333,457	-	-	333,457	-	-	-
MISCELLANEOUS	46,098	3,567	4,400	38,131	3,167	400	17.28
POLICE	4,812,446	452,936	47,934	4,311,576	132,893	320,043	10.41
FIRE							
SALARIES & WAGES/BENEFIT	2,073,771	235,328		1,838,443	79,293	156,035	11.35
PURCHASED PROF/TECH SRVS	34,200	9,048	474	24,678	9,048	-	27.84
PUR PROP SRVS & OTH SRVS	85,710	5,876	5,548	74,286	3,686	2,191	13.33
SUPPLIES	130,257	18,235	17,696	94,326	6,636	11,599	27.58
CAPITAL OUTLAY	415,161	131,980	76,912	206,268	-	131,980	50.32
DEBT SERVICE	122,979	54,900	-	68,079	54,900	-	44.64
MISCELLANEOUS	10,455	1,500	-	8,955	1,500	-	14.35
FIRE	2,872,533	456,867	100,630	2,315,035	155,063	301,804	19.41
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	354,061	44,675		309,386	17,003	27,673	12.62
PUR PROP SRVS & OTH SRVS	367,000	61,188	601	305,211	33,592	27,597	16.84
SUPPLIES	109,071	13,126	12,990	82,955	5,175	7,951	23.94
CAPITAL OUTLAY	46,200	-		46,200	-	-	-
MISCELLANEOUS	7,400	-	-	7,400	-	-	-
STREETS, ALLEY, OTHER	883,732	118,989	13,591	751,152	55,769	63,220	15.00

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	203,837	21,500		182,337	7,530	13,970	10.55
PUR PROP SRVS & OTH SRVS	8,200	387	-	7,813	98	289	4.72
SUPPLIES	30,315	1,036	4,702	24,577	258	778	18.93
CENTRAL GARAGE	242,352	22,923	4,702	214,727	7,886	15,037	11.40
PARKS							
SALARIES & WAGES/BENEFIT	993,374	116,422		876,952	42,591	73,831	11.72
PURCHASED PROF/TECH SRVS	2,500	762		1,738	428	335	30.48
PUR PROP SRVS & OTH SRVS	130,350	23,147	1,397	105,806	7,109	16,038	18.83
SUPPLIES	56,983	9,513	8,562	38,908	4,527	4,986	31.72
CAPITAL OUTLAY	7,250	-	3,045	4,205	-	-	42.00
DEBT SERVICE	58,394	-		58,394	-	-	-
MISCELLANEOUS	400,070	134,771	53,614	211,686	37,976	96,795	47.09
PARKS	1,648,921	284,615	66,618	1,297,689	92,631	191,984	21.30
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	327,151	35,124	-	292,027	12,218	22,905	10.74
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	108,000	7,017	801	100,183	3,003	4,014	7.24
SUPPLIES	43,977	7,873	19,761	16,342	5,791	2,082	62.84
BUILDING MAINTENANCE	481,628	50,014	20,562	411,052	21,012	29,002	14.65
LIBRARY							
SALARIES & WAGES/BENEFIT	291,766	36,867	-	254,899	12,537	24,330	12.64
PURCHASED PROF/TECH SRVS	2,600	135	-	2,465	55	80	5.18
PUR PROP SRVS & OTH SRVS	22,150	3,424	-	18,726	419	3,005	15.46
SUPPLIES	3,050	-	-	3,050	-	-	-
MISCELLANEOUS	10,250	48	-	10,202	48	-	0.47
LIBRARY	329,816	40,473	-	289,343	13,058	27,415	12.27

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	436,776	33,308	-	403,468	3,394	29,914	7.63
PUR PROP SRVS & OTH SRVS	252,097	40,551	-	211,546	19,510	21,042	16.09
SUPPLIES	1,515	230	-	1,285	179	51	15.17
DEBT SERVICE	129,300	-	-	129,300	-	-	-
MISCELLANEOUS	29,700	-	-	29,700	-	-	-
ADMINISTRATION	849,388	74,089	-	775,299	23,082	51,006	8.72
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	259,529	28,196	-	231,333	9,586	18,611	10.86
PURCHASED PROF/TECH SRVS	15,000	-	5,000	10,000	-	-	33.33
PUR PROP SRVS & OTH SRVS	13,500	1,092	461	11,947	407	684	11.50
SUPPLIES	4,810	972	96	3,742	800	172	22.19
MISCELLANEOUS	875	150	-	725	150	-	17.14
HUMAN RESOURCES	293,714	30,409	5,557	257,748	10,943	19,467	12.25
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	497,492	67,625	-	429,867	24,460	43,165	13.59
PURCHASED PROF/TECH SRVS	57,000	19,139	22,970	14,891	16,022	3,116	73.88
PUR PROP SRVS & OTH SRVS	188,418	32,975	1,547	153,896	4,821	28,154	18.32
SUPPLIES	18,950	2,327	8,324	8,299	87	2,240	56.21
CAPITAL OUTLAY	39,000	-	12,106	26,894	-	-	31.04
MISCELLANEOUS	170,492	97,606	14,991	57,895	58,529	39,076	66.04
INFORMATION TECHNOLOGY	971,352	219,672	59,938	691,742	103,920	115,752	28.79

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	5,800	-	-	5,800	-	-	-
SUPPLIES	16,750	-	-	16,750	-	-	-
CAPITAL OUTLAY	45,000	-	29,039	15,961	-	-	64.53
EMERGENCY MANAGEMENT	82,550	-	29,039	53,511	-	-	35.18
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	79,247	6,923		72,324	1,934	4,990	8.74
PURCHASED PROF/TECH SRVS	4,500	-	14	4,486	-	-	0.31
SUPPLIES	11,550	1,048	203	10,298	441	607	10.84
CAPITAL OUTLAY	16,000	-		16,000	-	-	-
MISCELLANEOUS	100,100	11,255	90,005	(1,160)	-	11,255	101.16
ANIMAL CONTROL	211,397	19,227	90,222	101,948	2,375	16,852	51.77
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	16,029,350	2,105,308	534,579	13,389,463	785,535	1,319,773	16.47
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(150,732)	(530,970)	(534,579)	(914,817)	(397,899)	(133,071)	706.92
=====							

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,969,760	545,423	-	(3,424,337)	274,457	270,966	13.74
OTHER REVENUE	38,300	16,557	-	(21,743)	5,465	11,091	43.23
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	4,008,060	561,979	-	(3,446,081)	279,922	282,058	14.02
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,321,927	83,182	-	1,238,745	(16,668)	99,850	6.29
PUR PROF/TECH SRVS	-	77	-	(77)	46	31	-
PUR PROP SRVS & OTH SRVS	386,300	44,113	23,824	318,363	20,572	23,541	17.59
SUPPLIES	676,262	75,245	106,407	494,610	34,503	40,743	26.86
CAPITAL OUTLAY	90,000	-	-	90,000	-	-	-
MISCELLANEOUS	862,967	9,484	1,100	852,383	880	8,604	1.23
SANITATION	3,337,456	212,102	131,331	2,994,023	39,333	172,769	10.29
RECYCLING							
SALARIES & WAGES/BENEFIT	-	(305)	-	305	(305)	-	-
SUPPLIES	1,305	-	905	400	-	-	69.34
RECYCLING	1,305	(305)	905	705	(305)	-	45.95
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	82,000	12,194	-	69,806	6,117	6,077	14.87
PUR PROP SRVS & OTH SRVS	56,157	9,815	-	46,342	5,233	4,582	17.48
DEBT SERVICE	319,817	-	-	319,817	-	-	-
MISCELLANEOUS	212,630	36,258	-	176,372	17,619	18,639	17.05
ORGANIZATIONAL	670,604	58,268	-	612,336	28,969	29,299	8.69
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,009,365	270,064	132,236	3,607,065	67,996	202,068	10.03
REVENUES OVER/(UNDER) EXPENDITURES	(1,305)	291,915	(132,236)	160,984	211,926	79,989	(12,237.85)

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,815,750	472,937	-	(2,342,813)	246,326	226,611	16.80
SEWER SYSTEMS	3,103,000	514,133	-	(2,588,867)	264,560	249,573	16.57
OTHER REVENUES	-	19	-	19	19	-	-
OTHER REVENUES	74,400	54,870	-	(19,530)	29,932	24,938	73.75
OTHER	(1,664,037)	(578,277)	-	1,085,760	(289,138)	(289,138)	34.75
TOTAL REVENUES	4,329,113	463,683	-	(3,865,430)	251,698	211,984	10.71
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	314,387	13,052	-	301,335	(9,606)	22,659	4.15
PURCHASED PROF/TECH SRVS	27,408	488	18,727	8,193	244	244	70.11
PUR PROP SRVS & OTH SRVS	87,316	10,648	121	76,547	(3,353)	14,001	12.33
SUPPLIES	21,624	2,518	1,972	17,134	1,285	1,233	20.77
MISCELLANEOUS	51,468	110	1,206	50,152	-	110	2.56
UTILITY BILLING & COLLEC	502,203	26,817	22,025	453,361	(11,430)	38,247	9.73
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	221,945	9,115	-	212,830	(270)	9,385	4.11
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	22,900	184	751	21,966	155	29	4.08
SUPPLIES	9,787	1,293	2,067	6,427	188	1,104	34.33
MISCELLANEOUS	870	-	-	870	-	-	-
UTILITY ADMINISTRATION	267,502	10,591	2,818	254,093	73	10,518	5.01
WATER PLANT							
SALARIES & WAGES/BENEFIT	488,072	44,766	-	443,306	2,064	42,702	9.17
PURCHASED PROF/TECH SRVS	35,000	1,596	2,745	30,660	260	1,336	12.40
PUR PROP SRVS & OTH SRVS	203,200	43,909	9,258	150,033	5,860	38,049	26.16
SUPPLIES	277,740	58,181	32,337	187,222	7,864	50,317	32.59
CAPITAL OUTLAY	61,152	-	31,152	30,000	-	-	50.94
MISCELLANEOUS	43,500	333	(11,904)	55,070	-	333	(26.60)
WATER PLANT	1,108,664	148,784	63,588	896,292	16,048	132,737	19.16
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	313,992	13,403	-	300,589	(12,752)	26,155	4.27
PUR PROP SRVS & OTH SRVS	10,500	741	980	8,780	70	671	16.39
SUPPLIES	65,005	20,428	3,806	40,772	1,725	18,703	37.28
MISCELLANEOUS	2,842	111	-	2,731	-	111	3.91
WATER DISTRIBUTION	392,339	34,683	4,785	352,871	(10,957)	45,639	10.06
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	364,328	21,209	-	343,119	1,004	20,205	5.82
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	486,599	39,061	242,737	204,800	11,131	27,930	57.91
SUPPLIES	90,542	9,677	31,044	49,821	4,750	4,927	44.97
MISCELLANEOUS	1,771	-	-	1,771	-	-	-
SEWER COLLECTION	948,240	69,947	273,781	604,512	16,886	53,062	36.25

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED	Budget Target 17%
SEWER PLANT								
SALARIES & WAGES/BENEFIT	265,302	26,809	-	238,493	3,657	23,153	10.11	
PURCHASED PROF/TECH SRVS	35,000	200	6,935	27,865	200	-	20.39	
PUR PROP SRVS & OTH SRVS	247,828	42,802	34,372	170,654	351	42,451	31.14	
SUPPLIES	74,444	2,033	47,943	24,467	1,237	797	67.13	
CAPITAL OUTLAY	40,000	-	-	40,000	-	-	-	
MISCELLANEOUS	146,592	25,825	11,220	109,547	-	25,825	25.27	
SEWER PLANT	809,166	97,670	100,470	611,026	5,444	92,226	24.49	
ORGANIZATIONAL								
PURCHASED PROF/TECH SRVS	81,663	8,345	-	73,318	4,202	4,143	10.22	
PUR PROP SRVS & OTH SRVS	123,977	20,233	-	103,744	10,116	10,116	16.32	
DEBT SERVICE	1,000	-	-	1,000	-	-	-	
MISCELLANEOUS	412,820	68,930	180	343,710	33,985	34,945	16.74	
ORGANIZATIONAL	619,460	97,508	180	521,772	48,303	49,205	15.77	
TOTAL EXPENDITURES	4,647,574	486,000	467,648	3,693,926	64,367	421,633	20.52	
	=====	=====	=====	=====	=====	=====	=====	
REVENUES OVER/(UNDER) EXPENDITURES	(318,461)	(22,317)	(467,648)	(171,504)	-	(209,649)	-	
TRANSFER IN	-	-	-	-	-	-	-	
TRANSFER OUT	-	-	-	-	-	-	-	
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(318,461)	(22,317)	(467,648)	(171,504)	-	(209,649)	153.85	
	=====	=====	=====	=====	=====	=====	=====	

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,602,660	569,038		(1,033,622)	284,472	284,566	35.51
TOTAL REVENUES	1,602,660	569,038	-	(1,033,622)	284,472	284,566	35.51
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,609,666	1,250	-	1,608,416	-	1,250	0.08
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	1,609,666	1,250	-	1,608,416	-	1,250	0.08
TOTAL EXPENDITURES	1,609,666	1,250	-	1,608,416	-	1,250	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(7,006)	567,788	-	574,794	284,472	283,316	(8,104.31)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(7,006)	567,788	-	574,794	284,472	283,316	(8,104.31)
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	13,567	-	(47,808)	6,625	6,942	22.11
TOTAL REVENUES	61,376	13,567	-	(47,808)	6,625	6,942	22.11
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	61,376	13,567	-	(47,808)	-	6,942	22.11
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	13,567	-	(47,808)	-	6,942	22.11
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

18 -LOCAL TRUANCY PREVENTION &
DIVERSION FUND
FINANCIAL SUMMARY

REVENUE SUMMARY

	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
FEES & FINES	5,000	470	-	(4,530)	470	-	9.40
TOTAL REVENUES	5,000	470	-	(4,530)	470	-	9.40
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	150	16	-	(134)	9	-	10.40
TOTAL REVENUES	150	16	-	(134)	9	-	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	881	-	(4,619)	503	-	16.03
TOTAL REVENUES	5,500	881	-	(4,619)	503	-	16.03
	=====	=====	=====	=====	=====	=====	=====
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	5,500	881	-	(4,619)	-	-	16.03

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	740	-	(5,260)	424	-	12.33
TOTAL REVENUES	6,000	740	-	(5,260)	424	-	12.33
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		-		-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	6,000	740	-	(5,260)	-	-	12.33

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	5	-	5	2	3	-
TOTAL REVENUES	-	5	-	5	2	3	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	5	-	5	2	3	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	503	-	(497)	-	-	50.33
TOTAL REVENUES	1,000	503	-	(497)	-	-	50.33
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	503	-	(497)	-	-	50.33

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,070	26,128	-	1,058	22,543	3,585	104.22
TOTAL REVENUES	25,070	26,128	-	1,058	22,543	3,585	104.22
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	25,070	-	-	25,070	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARKS	25,070	-	-	25,070	-	-	-
TOTAL EXPENDITURES	25,070	-	-	25,070	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	26,128	-	26,128	22,543	3,585	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	6,520	-	(2,480)	1,110	5,410	72.44
TOTAL REVENUES	9,000	6,520	-	(2,480)	1,110	5,410	72.44
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	500	-	-	500	-	-	-
SUPPLIES	5,000	-	-	5,000	-	-	-
MISCELLANEOUS	10,000	5,000	-	5,000	-	5,000	50.00
ADMINISTRATION	20,500	5,000	-	15,500	-	5,000	24.39
TOTAL EXPENDITURES	20,500	5,000	-	15,500	-	5,000	24.39
REVENUES OVER/(UNDER) EXPENDITURES	(11,500)	1,520	-	13,020	-	410	(13.22)

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	-	-	(1,500)	-	-	-
FORFEIT LOCAL	600	-	-	(600)	-	-	-
TOTAL REVENUES	2,100	-	-	(2,100)	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	1,500	65	-	1,436	64.50	-	4.30
SUPPLIES	8,500	-		8,500	-	-	-
POLICE	15,000	65	-	14,936	65	-	0.43
TOTAL EXPENDITURES	15,000	65	-	14,936	65	-	0.43
REVENUES OVER/(UNDER) EXPENDITURES	(12,900)	(65)	-	12,836	(65)	-	0.50

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget
Target
17%

30 - MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	215,903	17,097	-	(198,806)	14,778	2,319	7.92
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	215,903	17,097	-	(198,806)	14,778	2,319	7.92
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	66,575	22,810	-	43,765	7,717	15,092	34.26
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	134,550	-	12,300	122,250	-	-	9.14
POLICE	201,125	22,810	12,300	166,015	7,717	15,092	17.46
LIBRARY							
PURCHASED PROF/TECH SRVS	2,458	960	-	1,498	959.98	-	39.06
PUR PROP SRVS & OTH SRVS	8,200	161	-	8,039	87.36	73.48	1.96
SUPPLIES	2,797	1,197	-	1,600	1,197.10	-	42.80
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	3,478	-	-	3,478	-	-	-
LIBRARY	16,933	2,318	-	14,615	2,244	73	13.69
TOTAL EXPENDITURES	218,058.10	25,127	12,300	180,631	9,962	15,166	17.16
REVENUES OVER/(UNDER) EXPENDITURES	(2,155)	(8,031)	(12,300)	(18,175)	4,816	(12,846)	943.37

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
POLICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	1,304	-	(17,196)	-	1,304	7.05
FINES & FEES	150	900	-	750	100	800	600.00
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	18,650	2,204	-	(16,446)	100	2,104	11.82
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	18,650	-	-	18,650	-	-	-
CITY EVENTS	18,650	-	-	18,650	-	-	-
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	18,650	-	-	18,650	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	2,204	-	2,204	100	2,104	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	112	556	-	444	253	302	496.17
FORFEIT FEDERAL	71,000	7,215	-	(63,785)	-	7,215	10.16
TOTAL REVENUES	71,112	7,771	-	(63,341)	253	7,517	10.93
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	32,000	-	-	32,000	-	-	-
SUPPLIES	60,000	-	-	60,000	-	-	-
CAPITAL OUTLAY	120,004	-	112,004	8,000	-	-	93.33
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	212,004	-	112,004	100,000	-	-	52.83
TOTAL EXPENDITURES	212,004	-	112,004	100,000	-	-	52.83
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(140,892.00)	7,771	(112,004)	36,659	-	7,517	73.98

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	49,804	-	(255,196)	24,850	24,955	16.33
TOTAL REVENUES	305,000	49,804	-	(255,196)	24,850	24,955	16.33
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	242,398	20,330	-	222,068	203	20,127	8.39
PUR PROP SRVS & OTH SRVS	16,080	-	1,780	14,300	-	-	11.07
SUPPLIES	18,478	1,665	5,535	11,278	567	1,098	38.97
CAPITAL OUTLAY	23,824	-	1,100	22,724	-	-	4.62
MISCELLANEOUS	6,000	-	-	6,000	-	-	-
STORM WATER	306,780	21,995	8,415	276,370	770	21,225	9.91
TOTAL EXPENDITURES	306,780	21,995	8,415	276,370	770	21,225	9.91
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(1,780)	27,809	(8,415)	21,175	-	3,730	(1,089.76)

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,634,333	224,588	-	(2,409,746)	31,711	192,877	8.53
OTHER REVENUE	500	6,471	-	5,971	2,928	3,543	1,294.13
TOTAL REVENUES	2,634,833	231,058	-	(2,403,775)	34,638	196,420	8.77
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	2,399,750	-	-	2,399,750	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	2,399,750	-	-	2,399,750	-	-	-
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	2,399,750	-	-	2,399,750	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	235,083	231,058	-	(4,025)	34,638	196,420	98.29
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	235,083	231,058	-	(4,025)	-	196,420	98.29
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	774	-	774	350	424	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	774	-	774	350	424	-
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	195,652	16,746	4,247,887	(4,068,980)	10,606	6,140	2,179.70
CITY MANAGER	195,652	16,746	4,247,887	(4,068,980)	10,606	6,140	2,179.70
PARK AND RECREATION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	195,652	16,746	4,247,887	(4,068,980)	-	6,140	2,179.70
REVENUES OVER/(UNDER) EXPENDITURES	(195,652)	(15,971)	(4,247,887)	(4,068,206)	-	(5,716)	2,179.30

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	30,002	-	30,002	12,915	17,087	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	30,002	-	30,002	12,915	17,087	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	-	179,000	(179,000)	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	179,000	(179,000)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	30,002	(179,000)	(148,998)	-	17,087	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	5,923	-	5,923	2,694	3,229	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	5,923	-	5,923	2,694	3,229	-
	=====	=====	=====	=====	=====	=====	=====
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	165,264	1,003,716	(1,168,979)	110,069	55,195	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	165,264	1,003,716	(1,168,979)	110,069	55,195	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(159,341)	(1,003,716)	(1,163,056)	(107,375)	(51,966)	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	1,622	-	1,622	734	888	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	1,622	-	1,622	734	888	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	71,738	71,738	-	-	71,738	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	71,738	71,738	-	-	71,738	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	71,738	71,738	-	-	71,738	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(71,738)	(70,116)	-	1,622	(71,004)	888	97.74

City of San Juan, Texas
Budget Expenditures
November 30, 2022

							Budget Target 17%
45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	-	(2,191)	2,191	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	-	(2,191)	2,191	-	-	-
TOTAL EXPENDITURES	-	-	(2,191)	2,191	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	2,191	2,191	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	10,752	-	10,752	4,865	5,887	-
TOTAL REVENUES	-	10,752	-	10,752	4,865	5,887	-
=====							
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	10,752	-	10,752		5,887	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	4,401	-	4,401	2,445	1,955	-
TOTAL REVENUES	-	4,401	-	4,401	2,445	1,955	-
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	10,534	(10,534)	-	-	-
CAPITAL OUTLAY	1,009,264	663,432	301,410	44,423	663,432	-	95.60
NEW CITY HALL	1,009,264	663,432	311,944	33,888	663,432	-	-
TOTAL EXPENDITURES	1,009,264	663,432	311,944	33,888	663,432	-	96.64
REVENUES OVER/(UNDER) EXPENDITURES	(1,009,264)	(659,031)	(311,944)	38,289	-	1,955	96.21

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
CAPITAL OUTLAY		-	-	-	-	-	-
UTILITY ADMINISTRATION	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY		-	-	-	-	-	-
SEWER COLLECTION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	41,770	-	41,770	16,226	25,544	-
TOTAL REVENUES	-	41,770	-	41,770	16,226	25,544	-
=====							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		15,000	-	(15,000)	-	15,000	-
ADMINISTRATION	-	15,000	-	(15,000)	-	15,000	-
WATER PLANT							
CAPITAL OUTLAY	58,757	116,543	114,832	(172,618)	-	116,543	393.78
WATER PLANT	58,757	116,543	114,832	(172,618)	-	116,543	-
SEWER COLLECTION							
CAPITAL OUTLAY	2,478,662	84,794	2,478,662	(84,794)	83,174	1,620	103.42
SEWER COLLECTION	2,478,662	84,794	2,478,662	(84,794)	83,174	1,620	-
TOTAL EXPENDITURES	2,537,419	216,337	2,593,494	(272,412)	83,174	133,163	110.74
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(2,537,419)	(174,567)	(2,593,494)	(230,642)	-	(107,619)	109.09

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	24,044	-	24,044	11,285	12,758	-
TOTAL REVENUES	-	24,044	-	24,044	11,285	12,758	-
=====							
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	1,950,066	42,180	5,181	1,902,705	41,888	293	2.43
FIRE	1,950,066	42,180	5,181	1,902,705	41,888	293	2.43
STREETS & ALLEYS							
CAPITAL OUTLAY	414,746	2,493	233,280	178,973	2,493	-	56.85
STREETS & ALLEYS	414,746	2,493	233,280	178,973	2,493	-	56.85
PARKS & RECREATION							
CAPITAL OUTLAY	986,530	157,377	1,193	827,959	-	157,377	16.07
PARKS & RECREATION	986,530	157,377	1,193	827,959	-	157,377	16.07
SANITATION							
CAPITAL OUTLAY	952,957	2,493	141,134	809,330	2,493	-	15.07
SANITATION	952,957	2,493	141,134	809,330	2,493	-	15.07
ADMINISTRATION	-	-	-	-	-	-	-
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,304,299	204,543	380,788	3,718,967	-	157,670	13.60
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(4,304,299)	(180,500)	(380,788)	3,743,011	-	(144,911)	13.04

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	1,349	-	1,349	611	739	-
TOTAL REVENUES	-	1,349	-	1,349	611	739	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	1,349	-	1,349	-	739	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

							Budget Target 17%
57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
=====							
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
FIRE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,537,643	135,560	-	(1,402,083)	1,194	134,366	8.82
OTHER REVENUE	1,300	8,624	-	7,324	3,681	4,943	663.35
OTHR FINANCING SOURCES/U	(104,593)	(17,237)	-	87,356	(8,619)	(8,619)	16.48
TOTAL REVENUES	1,434,350	126,946	-	(1,307,404)	(3,744)	130,690	(8.85)
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	172,537	26,801	-	145,737	13,162	13,639	15.53
PURCHASED PROF/TECH SRVS	208,677	21,425	-	187,252	-	21,425	10.27
PUR PROP SRVS & OTH SRVS	96,284	16,240	-	80,044	9,724	6,516	16.87
SUPPLIES	24,800	1,865	-	22,935	779	1,086	7.52
CAPITAL OUTLAY	10,000	78	-	9,922	53	24	0.78
DEBT SERVICE	217,850	-	-	217,850	-	-	-
MISCELLANEOUS	704,202	14,323	-	689,879	5,203	9,120	2.03
SAN JUAN ECONOMIC DEV	1,434,350	80,731	-	1,353,619	28,921	51,810	5.63
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,434,350	80,731	-	1,353,619	28,921	51,810	5.63
REVENUES OVER/(UNDER) EXPENDITURES	-	46,215	-	46,215	(32,666)	78,880	-

City of San Juan, Texas
Budget Expenditures Report
November 30, 2022

Budget Target 17%

29 -SAN JUAN ECONOMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-22	Nov-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	60	117	-	57	49	69	195.63
OTHR FINANCING SOURCES/U	104,827	17,237	-	(87,589)	8,619	8,619	16.44
TOTAL REVENUES	104,887	17,355	-	(87,532)	8,668	8,687	16.55
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	102,022	-	-	102,022	-	-	-
ORGANIZATIONAL EXPENSES	102,022	-	-	102,022	-	-	-
TOTAL EXPENDITURES	102,022	-	-	102,022	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	2,865	17,355	-	14,490	17,355	8,687	605.75