



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

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 City Hall
EOC Room 204, 2nd Floor
512 S. Nebraska Ave.
San Juan, Texas 78589
Tuesday, December 19, 2023

SPECIAL CALLED MEETING AGENDA
12:00 PM

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:**
 - A. Discussion and Consideration to Award RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK - PHASE II BUILDING to the Lowest Most Qualified Bidder and Authorize the City Manager to Execute a Contract. [Lori A. Maldonado, Purchasing Agent]**
- IV. ADJOURNMENT**

CERTIFICATION

I certify that the above notice of the Special 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 16th day of December 2023 at 12:00 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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
DECEMBER 19, 2023

Discussion and Consideration to Award RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK - PHASE II BUILDING to the Lowest Most Qualified Bidder and Authorize the City Manager to Execute a Contract. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On November 15, 2023 and November 22, 2023 Solicitations for Sealed Proposals for RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK- PHASE II BUILDING was advertised in The Advanced Newspaper. On November 28, 2023 a Pre-Bid Conference was held with a Bid Opening on December 11, 2023. A Total of Four (4) Proposals were submitted by the following Contractors:

Peacock General Contractor, Inc.
Holchemont, LTD
ECON Group
NM Contracting

RECOMMENDATION:

Staff Recommends Awarding RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK PHASE II - BUILDING to the Lowest Most Qualified Bidder.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

TABULATION



Project Name: *San Juan Parks and Rec Youth Center and Park Phase II*
Owner: *City of San Juan*
Project Number: *21052.01*
Date: *Monday, December 11, 2023 @ 4:00 PM*

	Company	Total Base Proposal Amount	Addenda 1 & 2	# of Calendar Days	Bid Bond
	Peacock General Contrator, Inc.	\$6,540,000	X	365	X
	Holchemont, LTD	\$5,837,000	X	365	X
	ECON Group	\$5,850,000	X	365	X
	NM CONTRACTING	\$5,037,500	X	365	X

ISSUE FOR BIDDING
11/07/2023

**SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - II**

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 - II

B. Architect Project Number: 21052.01

1.03 DATE: 12/11/23 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

A. Proposer's Full Name
Peacock General Contractor, Inc.

1. Address
P.O. Box 530098
2. City, State, Zip
Harlingen, Texas 78553

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. Six million-five hundred forty thousand dollars
(\$ 6,540,000), in lawful money of the United States of America.

* ALL UTILITIES STUBBED OUT 5' FROM BUILDING

- 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 5% G.A.B. dollars (\$ Five Percent G.A.B.), 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.

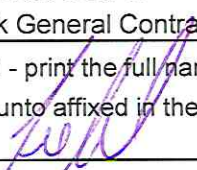
1.08 ADDENDA

- 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 12/4/23.
 2. Addendum # 2 Dated 12/8/23.

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
Peacock General Contractor, Inc.
(Proposal - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)
(Seal)
Tre Peacock, President
(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

1.01 PROPOSAL INFORMATION

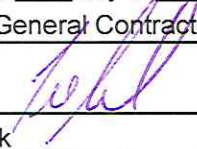
- ## 1.02 PROPOSAL FORM SUPPLEMENT

- ### 1.03 DESCRIPTION

- #### 1.04 SCHEDULE OF ALTERNATES

- 00 43 23 - ALTERNATES FORM

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 11th day of December, 2023
- B. Submitted By: Peacock General Contractor, Inc. (Insert name of proposing firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Tre Peacock (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT



BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)
Peacock General Contractors, Inc.
801 E. Grimes
Harlingen, TX 78550

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
9601 McAllister Freeway Suite 700
San Antonio, TX 78216

OWNER:

(Name, legal status and address)
City of San Juan

BOND AMOUNT: \$5,000,000

PROJECT:

(Name, location or address, and Project number, if any)
San Juan Parks and Rec Youth Center and Park Phase II

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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Magda E Escandon** of **MERCEDES**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

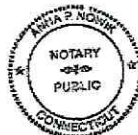
City of Hartford ss.

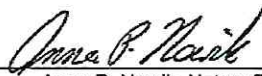
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

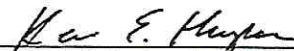
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **December**, 2023 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Signed and sealed this 11th day of December, 2020

(Witness)

(Witness)

Peacock General Contractors, Inc.

(Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Title) Magda E. Escandon

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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.

12/11/23

Date

Peacock General Contractor, 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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. 24-003-12-11 City of San Juan Parks and Rec Park – Phase -

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 YOUTH CENTER AND PARK Phase - II.**
- 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

- 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.

12/11/23

Date

Peacock General Contractor, Inc.

Company Name

TR

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com	
INSURED Peacock General Contractors, Inc. P.O. Box 530098 Harlingen TX 78553		INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Company INSURER B: Wesco Insurance Company INSURER C: United Fire & Casualty Co. INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2023-2024

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			MGL0196556	05/12/2023	05/12/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY			WPP1931144-01	10/18/2022	10/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							PIP-Basic \$ 2,500
A	☐ UMBRELLA LIAB			MXL0429688	05/12/2023	05/12/2024	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	☐ DED ☐ RETENTION \$		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
		☐ Y ☐ N	N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine			46306748	10/05/2022	10/05/2023	Catastrophe Limit 10,000,000

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

Job Description: SAN JUAN PARKS AND REC YOUTH CENTER AND PARK

CERTIFICATE HOLDER

CANCELLATION

City of San Juan 512 South Nebraska San Juan TX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2023

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

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

PRODUCER Benefit HR Management Solutions Inc 3615 Broadway, Ste 2 San Antonio TX 78209	CONTACT NAME: Anita Smith / Kim Wamble PHONE (A/C, No, Ext): (210) 601-8676 FAX (A/C, No): (830) 522-4588 E-MAIL ADDRESS: asmith@borpeo.com / kwamble@borpeo.com
INSURED Peacock General Contractor, Inc 4040 Broadway Ste 103 San Antonio TX 78209	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2381001732

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002097876	08/10/2023	08/10/2024	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)

WAIVER OF SUBROGATION APPLIES TO WORKERS COMP POLICY.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 8/10/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002097876 of Texas Mutual Insurance Company effective on 8/10/23

Issued to: PEACOCK GENERAL CONTRACTOR INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

8/9/23

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

PLEASE PROVIDE REFERENCES FOR SIMILAR PROJECTS YOUR COMPANY HAS PERFORMED DURING ANY OF THE LAST FIVE (5) YEARS.

1. MUNICIPAL / ENTITY: Cameron County Emergency Communication District
- NAME OF CITY: Cameron County
- CITY, STATE, & ZIP CODE: Harlingen, Texas 78550
- CONTACT PERSON: Joel Davila
- POSTION / TITLE: Executive Director
- PHONE # / E-MAL ADDRESS: (956)425-1911 / jdavila@cameroncounty911.com
- DESCRIBE THE PROJECT: Cameron County Emergency Communication District
- COST OF PROJECT Addition & Renovation
\$ 1,335,400
- SIZE of PROJECT 2,146 SQ FT YEAR COMPLETED: 2023
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes
-
2. MUNICIPAL / ENTITY: Cameron County Santa RosaPark Improvements
- NAME OF CITY: Cameron County
- CITY, STATE, & ZIP CODE: Santa Rosa, Texas 78593
- CONTACT PERSON: Danny Villarreal
- POSTION / TITLE: Construction Manager
- PHONE # / E-MAL ADDRESS: (956)454-1378 / danny.villerreal@co.cameron.tx.us
- DESCRIBE THE PROJECT: Improvements to Park
- COST OF PROJECT \$ 2,550,000
- SIZE of PROJECT N/A SQ FT YEAR COMPLETED: 2023
- 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: Cameron County Region Mobility Authority
NAME OF CITY: Cameron County Region Mobility Authority
CITY, STATE, & ZIP CODE: Rancho Viejo, Texas 78575
CONTACT PERSON: Hondo Garcia
POSTION / TITLE: Construction Manager
PHONE # / E-MAL ADDRESS: (956)621-5571 / agarcia@ccrma.org
DESCRIBE THE PROJECT: N P P
COST OF PROJECT \$ 645,000
SIZE of PROJECT N/A SQ FT YEAR COMPLETED: 2022
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

4. MUNICIPAL / ENTITY: City of Harlingen
NAME OF CITY: City of Harlingen
CITY, STATE, & ZIP CODE: Harlingen, Texas 78550
CONTACT PERSON: Javier Mendez
POSTION / TITLE: Director of Parks & Recreation
PHONE # / E-MAL ADDRESS: (956)216-5954 / jmendez@myharlingen.us
DESCRIBE THE PROJECT: Renovations to City Park
COST OF PROJECT \$ \$3,374,050
SIZE of PROJECT N/A SQ FT YEAR COMPLETED: 2021
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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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: _____

12/11/23
Date

Peacock General Contractor, 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

RFP NO. 24-003-12-11

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: Peacock General Contractor, Inc.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Tre Peacock, President

DATE: 12/11/23

***** 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): _____

12/11/23

Date

Peacock General Contractor, 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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:

Peacock General Contractor, Inc. 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - I

7.4 - **CONFIDENTIAL DISCLOSURE STATEMENT** (page 2 of 2)

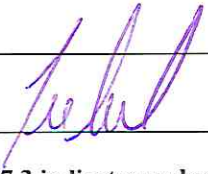
- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that 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.

Peacock General Contractor, 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: Peacock General Contractor, Inc.

By: Tre Peacock Title: President

Signature:  Date: 12/11/23

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

**CITY OF SAN JUAN
PURCHASING DIVISION**

I, Tre Peacock the Undersigned, representative of

Peacock General Contractor, Inc.

(company or business name)

located in Harlingen, 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.

Peacock General Contractor, Inc.

Name of Company Representative (Print)


Signature of Company Representative

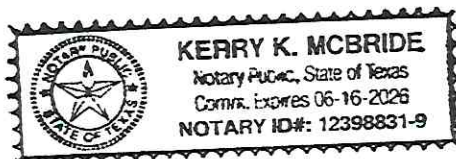
12/11/23

Date

On this the 11th day of December, 20 23, personally appeared

Tre Peacock the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




NOTARY SIGNATURE

12/11/23

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

**PURCHASING DEPARTMENT
CITY OF SAN JUAN**

I, Tre Peacock (Person name), the undersigned representative
of Peacock General Contractor, Inc. / P.O. Box 530098, Harlingen, Texas 78553
(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.**

12/11/23

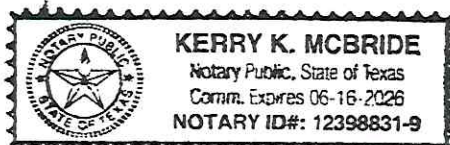
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 11th day of December, 20 23, personally appeared

Tre Peacock the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE

12/11/23

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 City of San Juan Parks and Rec Park – Phase -

7.7 - Firm Information and Personnel

1. Name of Firm Peacock General Contractor, Inc.

Address P.O. Box 530098

City, State, Zip Code Harlingen, Texas 78553

Phone # (956)423-6733 Fax # (956)425-5683

Employer I. D. Number 33-1061438 Year Established: 2003

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 Tre Peacock

Title President

Phone # (956)423-6733

E-Mail Address: trepeacock@hotmail.com

Total Years with this company: 20 years Years of Construction Experience: 20+

Number of Similar Projects you have been involved with in last five (5) Years:

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK_ - Phase - II

RFP NO. 24-003-12-11

**Please fill out this form and fax or email immediately to
City of San Juan if you intend to submit a proposal.**

Company Name Peacock General Contractor, Inc.

Address P.O. Box 530098

City Harlingen State Texas Zip 78553

Telephone Number (956)423-6733

Fax Number (956)425-5683

Contact Name Tre Peacock

Email Address peacockgeneral@hotmail.com

Please email this document to evillanueva@goero.com and
lmaldonado@sjtx.us to ensure that you receive any addenda
issued, if any.

kkmcbride@hotmail.com

From: Edgar Villanueva <evillanueva@goero.com>
Sent: Wednesday, December 6, 2023 2:26 PM
To: Kerry McBride; Imaldonado@sjtx.us
Subject: Re: Peacock General Contractor - Intent to Submit Proposal for San Juan Parks & Rec Youth Center - Phase II

Received, thank you.

From: Kerry McBride <kkmcbride@hotmail.com>
Sent: Wednesday, December 6, 2023 2:20 PM
To: Edgar Villanueva <evillanueva@goero.com>; Imaldonado@sjtx.us <Imaldonado@sjtx.us>
Subject: Peacock General Contractor - Intent to Submit Proposal for San Juan Parks & Rec Youth Center - Phase II

Good afternoon,

Please see attached Intent to Submit Proposal for the San Juan Parks and Rec Youth Center and Park – Phase II.

Thank you,
Kerry McBride
Peacock General Contractor, Inc.
Phone: 956.423.6733
Fax: 956.425.8356
Cell: 956.266.3815

From: Lori Maldonado <lmaldonado@sjtx.us>
Sent: Wednesday, December 6, 2023 2:34 PM
To: Kerry McBride
Cc: evillanueva@goero.com; Monica Rodriguez
Subject: Re: Peacock General Contractor - Intent to Submit Proposal for San Juan Parks & Rec Youth Center - Phase II

Thank you for the Intent to Submit Proposal.



Department of Finance

512 S. Nebraska Avenue
San Juan, Texas 78589

Lori A. Maldonado

Purchasing Agent

Phone: 956-223-2200

Direct: 956-223-2204

lmaldonado@sjtx.us

www.cityofsanjuantexas.com

On Wed, Dec 6, 2023 at 2:20 PM Kerry McBride <kkmcbride@hotmail.com> wrote:

Good afternoon,

Please see attached Intent to Submit Proposal for the San Juan Parks and Rec Youth Center and Park – Phase II.

Thank you,

Kerry McBride

Peacock General Contractor, Inc.

Phone: 956.423.6733

Fax: 956.425.8356

Cell: 956.266.3815

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.

Peacock General Contractor, Inc.

Company

Signature

Tre Peacock, President

Authorized Representative (Print)

12/11/23

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.**

Peacock General Contractor, Inc.

COMPANY

SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Tre Peacock

President

NAME (TYPE OR PRINT)

TITLE

(956)423-6733

(956)425-5683

peacockgeneral@hotmail.com

PHONE

FAX

E-MAIL

12/11/23

DATE

FEDERAL ID# OR SOCIAL SECURITY #: 33-1061438

ORDER ADDRESS:

P.O. Box 530098

Harlingen, Texas 78553

REMITTANCE ADDRESS:

P.O. Box 530098

Harlingen, Texas 78550

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.

Peacock General Contractor, 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) _____

(Applies to accounts maintained outside the U.S.)

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

P.O. Box 530098

Requester's name and address (optional)

6 City, state, and ZIP code

Harlingen, Texas 78553

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

3 3 - 1 0 6 1 4 3 8

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 ►

12/11/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-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 ⁴
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.

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.

Peacock General Contractor, Inc.
Tre Peacock

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.

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?

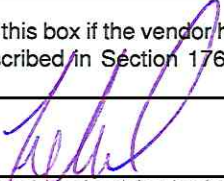
☐ Yes

☒ 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/

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). N/A

7  Tre Peacock
Signature of Vendor doing business with the governmental entity

12/11/23

Date

1	PRICE
2	CONSTRUCTION EXPERIENCE AND REPUTATION
3	TIMELINE
4	REFERENCES
5	PROPOSED PERSONNEL
6	SAFETY RECORD
7	WARRANTIES
8	SUBCONTRACTORS

PRICE:



THE PURCHASE PRICE.

PLEASE SEE ATTACHED BID PROPOSAL FORM.

CONSTRUCTION EXPERIENCE & REPUTATION:



NUMBER OF SIMILAR CITY PROJECTS COMPLETED BY THE CONTRACTOR DURING ANY OF THE LAST FIVE (5) YEARS.

PLEASE SEE ATTACHED SIMILAR PROJECT CONSTRUCTED IN THE LAST 5 YEARS.

REPUTATION OF THE GENERAL CONTRACTOR FOR PROFESSIONALISM IN DEALING OWNERS AND SUBCONTRACTORS, SUCCESSFUL CONFLICT RESOLUTION, FOR PERFORMING QUALITY WORK AND KEEPING DETAILED DOCUMENTATION.

FOR OVER THIRTY YEARS IN THE RIO GRANDE VALLEY, PEACOCK GENERAL CONTRACTORS HAS EXHIBITED A CLOSE WORKING RELATIONSHIP WITH OWNERS AND ARCHITECT (SEE REFERENCE LETTERS). MANY OF THE OWNERS AS WELL AS THE ARCHITECTS RECOMMEND PEACOCK GENERAL CONTRACTORS FOR PROJECTS BASED ON QUALITY OF WORKMANSHIP, SUPERVISION, AND TIMELINESS. WE ARE FREQUENTLY "INVITED" TO BID PRIVATE WORK AS WELL AS PUBLIC WORK. WE STRONGLY BELIEVE IN A PARTNERING SYSTEM THAT ALLOWS THE OWNER, ARCHITECT, AND CONTRACTOR TO COMMUNICATE WITH EACH OTHER IN ORDER TO ACHIEVE THE BEST AND MOST COST EFFECTIVE PROJECT POSSIBLE.

SINCE MEETING OWNER'S EXPECTATIONS IS PRIORITY, WE PROPOSE TO IMPLEMENT THE PARTNERSHIP PROGRAM FOR THIS PROJECT. ONCE THE GOALS HAVE BEEN ESTABLISHED, WE WILL MOBILIZE THE PERSONNEL FOR TEAM INTEGRATION AND IMPLEMENTATION OF THE PARTNERING PROGRAM THAT WILL RESULT IN THE SUCCESS OF THIS PROJECT – DOING IT RIGHT THE FIRST TIME.

PEACOCK GENERAL CONTRACTORS' CONSTRUCTION MANAGEMENT PLAN HAS BEEN PROVEN ON NUMEROUS PUBLIC AND PRIVATE SECTOR CONTRACTS. NEARLY ALL OF THESE CONTRACTS HAVE IMPLEMENTED THE "PARTNERING" APPROACH, WHICH HAS RESULTED IN SUCCESSFULLY COMPLETED PROJECTS. PEACOCK GENERAL CONTRACTORS BELIEVES IN THE "PARTNERING" FOR ALL ITS PROJECTS. HISTORICALLY, "QUALITY CONTROL" HAS BEEN THOUGHT OF AS A CHECKING PROCEDURE TO VERIFY THE QUALITY OF PRODUCTS BEING PRODUCED. CHECKING QUALITY AT THE END OF THE PROCESS IS A LOW-COST METHOD OF VERIFYING QUALITY, BUT IT DOES NOT REDUCE THE CHANCES THAT ERRORS ARE BEING MADE DURING THE PRODUCTION PROCESS.

QUALITY ASSURANCE, ON THE OTHER HAND, IS THE PROCESS OF REDUCING THE POTENTIAL FOR ERROR DURING THE PRODUCTION PROCESS SO THAT THE CHANCE OF A POOR QUALITY PRODUCT RESULTING IS SUBSTANTIALLY REDUCED. WE MAKE QUALITY

CONTROL PROCEDURES AN INTEGRAL PART OF OUR DESIGN AND CONSTRUCTION PROCESS THROUGHOUT.

PEACOCK GENERAL CONTRACTORS WILL HAVE WEEKLY MEETINGS, ON SITE WITH SITE PERSONNEL. A MONTHLY PROGRESS MEETING WILL BE HELD ON SITE AT THE END OF EACH MONTH WHICH WILL INCLUDE THE PARTICIPATION OF THE ARCHITECT, ENGINEER, AND OWNER REPRESENTATIVE. THE MONTHLY MEETING WILL BE SCHEDULED BY PEACOCK'S MAIN OFFICE AND WILL BE GIVEN AT LEAST A THREE (3) DAY NOTICE.

THE SCHEDULE FOR THE PROJECT WILL BE PUBLISHED USING THE BAR GRAPH METHOD. EACH TRADE WILL HAVE A SPECIFIC TIME TO COMPLETE THEIR WORK. THE GRAPH WILL BE MONITORED WEEKLY AND UPGRADED MONTHLY.

**OVERALL BUSINESS AND CONSTRUCTION EXPERIENCE OF THE
GENERAL CONTRACTOR.**

PEACOCK CONSTRUCTION COMPANY WAS STARTED IN THE YEAR 1974. WILLIAM T. PEACOCK JR. WAS THE PRESIDENT AND CEO OF THE COMPANY, WHILE HAL WYRICK SERVED AS THE VICE PRESIDENT. THE PHYSICAL ADDRESS OF PEACOCK CONSTRUCTION IS 801 E. GRIMES, HARLINGEN, TEXAS 78550 AND THE MAILING ADDRESS IS P.O. BOX 530098, HARLINGEN, TEXAS 78553. IN THE YEAR, 2002, PEACOCK CONSTRUCTION WENT THROUGH A CORPORATE CHANGE. THE CHANGE INVOLVED AN OUT-GOING OFFICER (HAL WYRICK) AND AN IN-COMING OFFICER (TRE' PEACOCK). THIS LED TO A NEW CORPORATION BEING SET UP UNDER THE NAME PEACOCK GENERAL CONTRACTORS. PEACOCK GENERAL CONTRACTORS WAS INCORPORATED IN JUNE OF 2003. P.G.C. COMPLETED ALL WORK UNDER THE "PEACOCK CONSTRUCTION" NAME AND ALL FUTURE WORK WAS CONTRACTED THROUGH THE NEW NAME. THE PHYSICAL ADDRESS, MAILING ADDRESS, AND OFFICE STAFF AND FIELD STAFF HAVE STAYED THE SAME.

EXPERIENCE WITH LOCAL GOVERNMENTAL PROJECTS:

PROJECT NAME: CAMERON COUNTY TAX ASSESSOR COLLECTOR'S
SOUTHMOST OFFICE
OWNER: CAMERON COUNTY
CONTACT NAME: DANNY VILLARREAL
PHONE NUMBER: (956)454-1378
EMAIL ADDRESS: DANNY.VILLARREAL@CO.CAMERON.TX.US
ARCHITECT: K+ ARCHITECT &
BOULTINGHOUSE, SIMPSON, GATES
ARCHITECTS
CONTRACT AMOUNT: \$2,820,000
COMPLETION DATE: OCTOBER 2023

PROJECT NAME: CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT
ADDITION & RENOVATION
OWNER: CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT
CONTACT NAME: JOEL DAVILA
PHONE NUMBER: (956)425-1911
EMAIL ADDRESS: JDAVILA@CAMERONCOUNTY911.COM
ARCHITECT: MEGAMORPHOSID DESIGNS
CONTRACT AMOUNT: \$1,335,400
COMPLETION DATE: APRIL 2023

PROJECT NAME: CAMERON COUNTY SANTA ROSA PARK IMPROVEMENT
OWNER: CAMERON COUNTY
CONTACT NAME: DANNY VILLARREAL
PHONE NUMBER: (956)454-1378
EMAIL ADDRESS: DANNY.VILLARREAL@CO.CAMERON.TX.US
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$2,550,000
COMPLETION DATE: MARCH 2023

PROJECT NAME: CAMERON COUNTY BENAVIDES PARK PAVILION
OWNER: CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
CONTACT NAME: HONDO GARCIA
PHONE NUMBER: (956)621-5571
EMAIL ADDRESS: AGARCIA@CCRMA.ORG
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$645,000
COMPLETION DATE: AUGUST 2022

PROJECT: PORT OF HARLINGEN OFFICE ADDITION & RENOVATION
OWNER: PORT OF HARLINGEN
CONTACT NAME: WALKER SMITH
PHONE NUMBER: (956)423-0283
EMAIL ADDRESS: WALKER@PORTOFHARLINGEN.COM
ARCHITECT: MEGAMORPHOSIS
CONTRACT AMOUNT: \$573,850
COMPLETION DATE: JULY 2021

PROJECT: LON C. HILL DESTINATION PARK
OWNER: CITY OF HARLINGEN
CONTACT NAME: JAVIER MENDEZ
PHONE NUMBER: (956)216-5954
EMAIL ADDRESS: JMENDEZ@MYHARLINGEN.US
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$3,374,050
COMPLETION DATE: FEBRUARY 2021

PROJECT: CAMERON APPRAISAL DISTRICT NEW BUILDING ADDITION & RENOVATIONS
OWNER: CAMERON APPRAISAL DISTRICT
CONTACT NAME: RICHARD MOLINA
PHONE NUMBER: (956)361-4112
EMAIL ADDRESS: RMOLINA@CAMERONCAD.ORG
ARCHITECT: K+ ARCHITECT
CONTRACT AMOUNT: \$1,075,750
COMPLETION DATE: DECEMBER 2019

PROJECT: CAMERON COUNTY PRECINCT #1 & #2
OWNER: CAMERON COUNTY
CONTACT NAME: DANNY VILLARREAL
PHONE NUMBER: (956)454-1378
EMAIL ADDRESS: DANNY.VILLARREAL@CO.CAMERON.TX.US
ARCHITECT: GOMEZ, MENDEZ, SAENZ
CONTRACT AMOUNT: \$2,715,000
COMPLETION DATE: OCTOBER 2018

PROJECT: CAMERON COUNTY PRECINCT #4
OWNER: CAMERON COUNTY
OWNER REPRESENTATIVE: DANNY VILLARREAL
PHONE NUMBER: (956)454-1378
EMAIL ADDRESS: DANNY.VILLARREAL@CO.CAMERON.TX.US
ARCHITECT: GOMEZ, MENDEZ, SAENZ
CONTRACT AMOUNT: \$1,978,000
COMPLETION DATE: OCTOBER 2018

PROJECT: TROPICAL TEXAS BEHAVIORAL HEALTH WESLACO
OWNER: TROPICAL TEXAS BEHAVIORAL HEALTH
CONTACT NAME: TERRY CROCKER
PHONE NUMBER: (956)289-7258
EMAIL ADDRESS: TCROCKER@TTBH.ORG
ARCHITECT: R.O.F.A. ARCHITECTS
CONTRACT AMOUNT: \$8,850,000
COMPLETION DATE: JUNE 2018

PROJECT: VIA HRL ARFF
OWNER: VALLEY INTERNATIONAL AIRPORT
CONTACT NAME: BRYAN WREN
PHONE NUMBER: (956)430-8605
EMAIL ADDRESS: BRYAN@FLYTHEVALLEY.COM
ARCHITECT: MEGAMORPHOSIS DESIGN
CONTRACT AMOUNT: \$2,719,351
COMPLETION DATE: MARCH 2018

PROJECT: RIO HONDO NINOS
OWNER: NINOS HEADSTART, INC.
CONTACT NAME: MANUELA RENDON
PHONE NUMBER: (956)399-9944
EMAIL ADDRESS: MANUELA.RENDON@NINOSINC.ORG
ARCHITECT: MEGAMORPHOSIS DESIGN
CONTRACT AMOUNT: \$3,025,000
COMPLETION DATE: JUNE 2017

PROJECT: RAYMONDVILLE MAINTENANCE FACILITY
OWNER: TEXAS DEPARTMENT OF TRANSPORTATION
CONTACT NAME: ROY MARTINEZ
PHONE NUMBER: (956)245-0804
EMAIL ADDRESS: ROY.MARTINEZ@TXDOT.US
ARCHITECT: TEXAS DEPARTMENT OF TRANSPORTATION
CONTRACT AMOUNT: \$990,200
COMPLETION DATE: NOVEMBER 2014

PROJECT: LAGUNA POINT RECREATION AREA
OWNER: WILLACY COUNTY
CONTACT NAME: CRAIG THOMPSON
PHONE NUMBER: (361)814-9900
EMAIL ADDRESS: CTHOMPSON@NAISMITH-ENGINEERING.COM
ARCHITECT: NAISMITH ENGINEERING
CONTRACT AMOUNT: \$779,821
COMPLETION DATE: NOVEMBER 2014

PROJECT: BROWNSVILLE RIO GRANDE INTERNATIONAL RAILROAD
OWNER: BROWNSVILLE RIO GRANDE RAILROAD
CONTACT NAME: NORMA TORRES
PHONE NUMBER: (956)831-7731
EMAIL ADDRESS: NTORRES@BRGRR.COM
ARCHITECT: SOUTH TEXAS PROJECT MANAGEMENT
CONTRACT AMOUNT: \$433,130
COMPLETION DATE: MAY 2014

PROJECT: MCALLEN DEVELOPMENT CENTER RENOVATION
OWNER: CITY OF MCALLEN
CONTACT NAME: ZEFERINO MENDOZA
PHONE NUMBER: (956)681-1150
EMAIL ADDRESS: ZMENDOZA@MCALLEN.NET
ARCHITECT: R.O.F.A. ARCHITECTS
CONTRACT AMOUNT: \$1,979,000
COMPLETION DATE: DECEMBER 2013

PROJECT: SH550 CANOPY ENTRANCES
OWNER: BROWNSVILLE NAVIGATION DISTRICT
CONTACT NAME: DONNA EYMARD
PHONE NUMBER: (956)838-7010
EMAIL ADDRESS: DEYMARD@PORTOFBROWNSVILLE.COM
ARCHITECT: ROBERT RUIZ ARCHITECT
CONTRACT AMOUNT: \$825,000
COMPLETION DATE: NOVEMBER 2013

PROJECT: SPI FIRE STATION NO. 1
OWNER: CITY OF SOUTH PADRE ISLAND
CONTACT NAME: DARLA JONES
PHONE NUMBER: (956)761-3037
EMAIL ADDRESS: DJONES@MYSPI.ORG
ARCHITECT: BRW ARCHITECTS
CONTRACT AMOUNT: \$4,976,000
COMPLETION DATE: SEPTEMBER 2012

PROJECT: UTB ATHLETIC COMPLEX PHASE I
OWNER: UNIVERSITY OF TEXAS AT BROWNSVILLE
CONTACT NAME: VERONICA MENDEZ
PHONE NUMBER: (956)882-4313
EMAIL ADDRESS:
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$1,511,000
COMPLETION DATE: AUGUST 2010

PROJECT: SHARY GOLF COURSE IMPROVEMENTS PHASE II
OWNER: CITY OF MISSION
CONTACT NAME: ROBERTO SALINAS
PHONE NUMBER: (956)580-8780
EMAIL ADDRESS: RSALINAS@MISSIONTEXAS.US
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$1,240,017
COMPLETION DATE: JANUARY 2010

PROJECT: PENDLETON PARK SITE & TENNIS COURT RENOVATIONS
OWNER: CITY OF HARLINGEN
CONTACT NAME: JAVIER MENDEZ
PHONE NUMBER: JMENDEZ@MYHARLINGEN.US
EMAIL ADDRESS: (956)216-5954
ARCHITECT: R.O.F.A ARCHITECTS
CONTRACT AMOUNT: \$2,247,219
COMPLETION DATE: MARCH 2010

PROJECT: LA FERIA NATURE PARK
OWNER: CITY OF LA FERIA
CONTACT NAME: JAIME SANDOVAL
PHONE NUMBER: (956)797-2261
EMAIL ADDRESS: JSANDOVAL@CITYOFLAFERIA.COM
ARCHITECT: MEGAMORPHOSIS DESIGN
CONTRACT AMOUNT: \$1,232,191
COMPLETION DATE: SEPTEMBER 2009

PROJECT: HARLINGEN GATEWAY SIGN
OWNER: CITY OF HARLINGEN
CONTACT NAME: DAN SERNA
PHONE NUMBER: (956)245-2051
EMAIL ADDRESS: DSERNA@MYHARLINGEN.US
ARCHITECT: R.O.F.A ARCHITECTS
CONTRACT AMOUNT: \$120,825
COMPLETION DATE: JULY 2009

PROJECT: OWASSA/DOOLITTLE ROAD PLANTS
OWNER: NORTH ALAMO WATER SUPPLY CORP.
CONTACT NAME: BILL NORRIS
PHONE NUMBER: (956)428-7409
EMAIL ADDRESS: BNORRIS@NORRISLEAL.COM
ARCHITECT: NRS ENGINEERING
CONTRACT AMOUNT: \$1,163,000
COMPLETION DATE: FEBRUARY 2007

PROJECT: NORTH CAMERON HIGH SERVICE & CHLORINE BUILDINGS
OWNER: NORTH ALAMO WATER SUPPLY CORP.
CONTACT NAME: BILL NORRIS
PHONE NUMBER: (956)428-7409
EMAIL ADDRESS: BNORRIS@NORRISLEAL.COM
ARCHITECT: NRS ENGINEERING
CONTRACT AMOUNT: \$258,950
COMPLETION DATE: OCTOBER 2006

PROJECT: RANCHO VIEJO TOWN HALL
OWNER: TOWN OF RANCHO VIEJO
CONTACT NAME: FRED BLANCO
PHONE NUMBER: (956)350-4093
EMAIL ADDRESS: FBLANCO@RANCHOVIEJOTEXAS.COM
ARCHITECT: STANFORD KNOWLES ARCHITECT & PLANNER
CONTRACT AMOUNT: \$896,530
COMPLETION DATE: JUNE 2006

PROJECT: MERCEDES PERSONNEL BUILDING
OWNER: I.B.W.C.
CONTACT NAME: SHERRILL BRINKLEY
PHONE NUMBER: (915)832-4100
EMAIL ADDRESS:
ARCHITECT: I.B.W.C.
CONTRACT AMOUNT: \$585,000
COMPLETION DATE: JUNE 2006

PROJECT: BROWNSVILLE NORTHSIDE TRANSFER STATION
OWNER: CITY OF BROWNSVILLE
CONTACT NAME: NORMA ZAMORA
PHONE NUMBER: (956)541-4881
EMAIL ADDRESS: NORMZ@COB.US
ARCHITECT: STANFORD KNOWLES ARCHITECT & PLANNER
CONTRACT AMOUNT: \$1,018,350
COMPLETION DATE: DECEMBER 2005

PROJECT: HARLINGEN BIRDING CENTER
OWNER: CITY OF HARLINGEN
CONTACT NAME: JAVIER MENDEZ
PHONE NUMBER: JMENDEZ@MYHARLINGEN.US
EMAIL ADDRESS: (956)216-5954
ARCHITECT: MEGAMORPHOSIS DESIGN
CONTRACT AMOUNT: \$548,000
COMPLETION DATE: AUGUST 2005

PROJECT: DONNA MUNICIPAL POOL COMPLEX
OWNER: CITY OF DONNA
CONTACT NAME: CARLOS YERENA
PHONE NUMBER: (956)464-3314
EMAIL ADDRESS: CMOFFICE@CITYOFDONNA.ORG
ARCHITECT: R.O.F.A ARCHITECTS
CONTRACT AMOUNT: \$293,800
COMPLETION DATE: JANUARY 2005

PROJECT: LAGUNA MADRE WASTEWATER LAB
OWNER: LAGUNA MADRE WATER DISTRICT
CONTACT NAME: ROBERT GOMEZ
PHONE NUMBER: (956)943-2626
EMAIL ADDRESS:
ARCHITECT: GOMEZ, MENDEZ, SAENZ ARCHITECTS
CONTRACT AMOUNT: \$631,044
COMPLETION DATE: APRIL 2004

PROJECT: OLMITO WATER SUPPLY
OWNER: OLMITO WATER SUPPLY
CONTACT NAME: TOMAS TAMAYO
PHONE NUMBER: (956)350-4099
EMAIL ADDRESS:
ARCHITECT: STANFORD KNOWLES ARCHITECT & PLANNER
CONTRACT AMOUNT: \$173,115
COMPLETION DATE: APRIL 2004

TIMELINE:



TIMELINE FOR (EARLIST) COMPLETION OF THE PROJECT.
CONTRACTOR MUST SUBMIT A TIMELINE FOR THE COMPLETION OF
THIS PROJECT TOGETHER WITH THE PROPOSAL RESPONSE:

PLEASE SEE ATTACHED TIMELINE.

DESCRIBE YOUR COMPANY'S QUALITY CONTROL PROGRAM:

PEACOCK GENERAL CONTRACTORS QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM IS ESTABLISHED TO PROVIDE A SYSTEM OF ASSURING AND CONTROLLING THE QUALITY OF THE BUILT ENVIRONMENT IN INDUSTRIAL AND COMMERCIAL STRUCTURES. IT IS THE INTENT OF THIS PLAN TO ACHIEVE A SAFE, RELIABLE, EFFICIENT, SPECIFICATION COMPLIANT, AND COST EFFECTIVE FACILITY THROUGH THIS IMPLEMENTATION.

BY THE VERY NATURE OF OUR WORK AS GENERAL CONTRACTORS, EVERY SITUATION IS A MIXTURE OF A WIDE VARIETY OF DIFFERENT PRODUCTS AND SYSTEMS, EACH WITH SPECIFIC REQUIREMENTS. THIS HAS TO BE RECOGNIZED AND ALLOWED FOR BY THE OWNER AND OWNER'S AGENTS, THE GENERAL CONTRACTOR, AND THE SUBCONTRACTOR.

THE FIELD QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) TEAM ON A PROJECT HAS THE COMPLETE AUTHORITY AND RESPONSIBILITY TO IDENTIFY QUALITY PROBLEMS/CONCERNS, INVESTIGATE THEM TO THE EXTENT DEEMED NECESSARY AND TO INITIATE, RECOMMEND, AND/OR PROVIDE SOLUTIONS TO THOSE PROBLEMS. IN ADDITION, IT HAS THE AUTHORITY TO STOP ANY ACTIVITY WHICH IS NOT BEING PERFORMED IN ACCORDANCE WITH THE PROJECT DESIGN DRAWINGS AND SPECIFICATIONS, REGULATORY CODE REQUIREMENTS AND/OR THE QA/QC ESTABLISHED PROCEDURES.

SHOULD ANY QUALITY DISPUTE ARISE THAT CANNOT BE SATISFACTORILY RESOLVED BY THE FIELD QUALITY ASSURANCE/QUALITY CONTROL TEAM AND THE RESIDENT CONSTRUCTION MANAGER, IT SHOULD BE BROUGHT TO THE ATTENTION OF THE AREA CONSTRUCTION MANAGER AND THE PROJECT MANAGER. SUBJECT TO CLIENT APPROVAL, IF NEEDED, THE DECISION OF THE AREA CONSTRUCTION MANAGER SHALL BE CONSIDERED FINAL.

IF A DISPUTE ARISES INVOLVING COMPLIANCE WITH OR INTERPRETATION OF CODE REQUIREMENTS, ALL PARTIES SHALL BE GUIDED BY THE DECISION OF THE AUTHORIZED INSPECTION AGENCY.

PEACOCK GENERAL CONTRACTORS DESIGNATED PROJECT QA/QC REPRESENTATIVE IN THE FIELD IS THE PROJECT SUPERINTENDENT, UNLESS A DESIGNATED QA/QC REPRESENTATIVE IS REQUIRED OR AUTHORIZED BY THE CONTRACT. QA/QC TEAM MEMBER INCLUDE THE

PEACOCK GENERAL CONTRACTORS PROJECT MANAGER, AFFECTED SUBCONTRACTOR QA/QC REPRESENTATIVE, PROJECT DESIGNERS (CONSULTING ARCHITECTS AND ENGINEERS) AND THE OWNER'S REPRESENTATIVE.

EXPLAIN THE METHODS USED TO MAINTAIN QUALITY CONTROL IN THE CONSTRUCTION PROJECT:

THE FIELD QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) TEAM ON A PROJECT HAS THE COMPLETE AUTHORITY AND RESPONSIBILITY TO IDENTIFY QUALITY PROBLEMS/CONCERNS, INVESTIGATE THEM TO THE EXTENT DEEMED NECESSARY AND TO INITIATE, RECOMMEND, AND/OR PROVIDE SOLUTIONS TO THOSE PROBLEMS. IN ADDITION, IT HAS THE AUTHORITY TO STOP ANY ACTIVITY WHICH IS NOT BEING PERFORMED IN ACCORDANCE WITH THE PROJECT DESIGN DRAWINGS AND SPECIFICATIONS, REGULATORY CODE REQUIREMENTS AND/OR THE QA/QC ESTABLISHED PROCEDURES.

SHOULD ANY QUALITY DISPUTE ARISE THAT CANNOT BE SATISFACTORILY RESOLVED BY THE FIELD QUALITY ASSURANCE/QUALITY CONTROL TEAM AND THE RESIDENT CONSTRUCTION MANAGER, IT SHOULD BE BROUGHT TO THE ATTENTION OF THE AREA CONSTRUCTION MANAGER AND THE PROJECT MANAGER. SUBJECT TO CLIENT APPROVAL, IF NEEDED, THE DECISION OF THE AREA CONSTRUCTION MANAGER SHALL BE CONSIDERED FINAL.

IF A DISPUTE ARISES INVOLVING COMPLIANCE WITH OR INTERPRETATION OF CODE REQUIREMENTS, ALL PARTIES SHALL BE GUIDED BY THE DECISION OF THE AUTHORIZED INSPECTION AGENCY.

REFERENCES:



FAVORABLE AND UNFAVORABLE REFERENCES OF CONTRACTOR FOR SIMILAR CITY PROJECTS:

PLEASE SEE ATTACHED REFERENCES.

THE IMPACT ON THE ABILITY OF THE DISTRICT TO COMPLY WITH LAWS RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES.

ALTHOUGH PEACOCK GENERAL CONTRACTORS IS NOT CERTIFIED AS A HUB CONTRACTOR. PEACOCK GENERAL CONTRACTORS HAS SOLICITED LOCAL HUB SUBCONTRACTORS FOR THE FOLLOWING PROJECT. ALTHOUGH THESE SUBCONTRACTORS MAY OR MAY NOT BE USED, WE HAVE MADE AN EFFORT TO CONTACT THEM TO SEE IF THEY WERE INTERESTED IN BIDDING ON THE SAN JUAN PARKS & REC YOUTH CENTER AND PARK PHASE II.



CONSTRUCTION DIVISION
1390 W. Expressway 83
San Benito, TX. 78586

Office Phone: (956) 247-3514
Office Fax: (956) 454-1378

November 6, 2022

To Whom It May Concern:

Cameron County has had the pleasure of working with Peacock General Contractors, Inc.

Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service (Quality of work is excellent). Any and all punch list items were performed and completed in a timely manner. Peacock G.C. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

We did not have any change orders and any allowance expenditures were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors excellent workmanship and overall willingness to produce the highest quality of work, we will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at (Owner's Phone #).

Sincerely,

Danny Villarreal

CAMERON ★

Facilities Management Director

Construction Manager/Energy Coordinator

T: (956) 247-3514 M: (956) 454-1378

The
PORT of
HARLINGEN
Authority

Walker Smith
The Port of Harlingen Authority
24633 E. Port Rd.
Harlingen, TX 78550

December 3, 2021

To Whom It May Concern:

Please accept this letter on behalf of The Port of Harlingen Authority as our recommendation for Peacock General Contractors, Inc. (Peacock G.C.) based on our experience with our recent construction project. As a company, known for their excellent workmanship and high-quality service, our encounter was no different.

We were very pleased with their response time for any matter that arose and provided the best quality for all of their warranty items, including submitting all warranty and operations manuals also in a timely manner. All punch list items were completed to satisfactory and on time, providing a quick response time for any matter that should arise. During the course of our project, we never had an issue with Peacock G.C. finishing on schedule.

Peacock G.C. was cooperative and professional in addressing any construction issues, design conflicts, quality of work, and resolutions of related construction issues. They were cooperative, responsive, and respectful during, and after the duration of the construction project. All change orders were fairly priced and included "back-up" documentation and were turned over in a timely manner. Sub-contractors and material suppliers were paid in a timely manner and provided the same professionalism.

We are happy to recommend Peacock G.C.'s to your organization and any future clients. We trust their experience and excellent workmanship and quality of work. If we can answer any additional questions, please do not hesitate to call me at (956) 423-0283.

Sincerely,



Walker Smith
Director, The Port of Harlingen Authority

24633 E. Port Rd.
Harlingen, Texas 78550

(956) 423-0283
Fax (956) 423-0284
portofharlingen.com



CAPITAL OF THE LOWER RIO GRANDE VALLEY

Mission Statement:

"Ensure a business-friendly climate focused on economic growth, quality of life and efficient delivery of excellent services to our community."

April 6, 2021

To Whom It May Concern:

The City of Harlingen has had the privilege of working with Peacock General Contractors, Inc. over the years on different projects for the City. Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service. They have always been responsive and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues.

With the many projects that we have constructed using Peacock General Contractors, Inc., they have always been able to complete them on time and within budget, even during this recent national pandemic. Any change orders on the projects were fairly priced, with all "back-up" documentation turned over in a timely manner. More importantly during the post construction they have been outstanding in addressing any warranty items and providing close out documents and operational manuals in a timely manner.

Due to Peacock General Contractor's excellent workmanship and overall willingness to produce the highest quality work, the City of Harlingen will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to contact me by phone (956) 873-0119 or by email at jmendez@myharlingen.us.

Sincerely,

Javier Mendez, CPM
Director of Parks and Recreation

"Recipient of Keep Texas Beautiful Governor's Achievement Award"

118 E. Tyler ★ P.O. Box 2207 ★ Harlingen, Texas 78551



August 13, 2020

To Whom It May Concern:

Valley International Airport has had the pleasure of working with Peacock General Contractors, Inc. Peacock G.C. worked with the airport on the construction of a state of the art Airport Recuse Fire Fighting Facility. This facility is one of a kind and the level of commitment and workmanship from Peacock G.C. was absolutely vital in finishing this project on budget and on schedule.

Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service (Quality of work is excellent). Any and all punch list items were performed and completed in a timely manner. Peacock G.C. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors excellent workmanship and overall willingness to produce the highest quality of work, Valley International Airport will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at 956-430-8605.

Sincerely,



Bryan J. Wren, A.A.E.
Assistant Director of Aviation



SENSITIVE SECURITY INFORMATION

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

VIA Terminal Building 3002 Heritage Way, 3rd Floor Harlingen, TX 78550 T. 956 430 8605 F. 956 430 8619 www.flythevalley.com



NEIGHBORS IN NEED OF SERVICES, INC. (NINOS)
HEAD START / EARLY HEAD START PROGRAM

"Creating a brighter future for our children and la familia"

BOARD OF DIRECTORS

President
Roberto Lopez

Vice-President

Secretary/Parliamentarian
Esperanza Vera

Treasurer/Sergeant at Arms
Mary F. Sosa

Maria G. De Ford
Juan Moreno, Jr.
Claudio Ortiz
Juanita Ortiz

Executive/Head Start Director
Manuela Rendon

August 13, 2020

To Whom It May Concern:

Peacock General Contractors, Inc. (Peacock G.C.) constructed NINOS, Inc.'s 18,000 square foot administrative office facility in June 2017. NINOS, Inc. selected Peacock, G.C., Inc. for the project because they are known for their excellent workmanship, high-quality service, and fair pricing.

Peacock G.C.'s executives and staff were never confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project. Furthermore, their team were always cooperative and professional in addressing all construction issues, design conflicts, quality of work, and resolved all construction related issues. All punch list items were performed and completed on time, and all the change orders were reasonably priced and included all the "back-up" documentation. They were prompt to submit all the warranty and operation manuals. Peacock G.C.'s staff have always been quick to respond to any warranty items.

Due to Peacock, G.C., excellent workmanship, and overall willingness to produce the highest quality of work, NINOS, Inc. will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at (956) 399-9944.

Sincerely,

Manuela Rendon
Executive/Head Start Director

TROPICAL

TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

REFERENCE LETTER FROM OWNER

17 August 2020

To Whom It May Concern:

Tropical Texas Behavioral Health (TTBH) has had the pleasure of working with Peacock General Contractors, Inc (PGC) on our recent Weslaco building project.

PGC is known for their excellent workmanship and high-quality service. All punch list items were performed and completed in a timely manner. PGC has a quick response time and superb quality for their warranty items. They also submit all warranty and operations manual documents in a timely manner. PGC has been cooperative and professional in addressing any construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project. All change orders were fairly priced, contained back-up documentation, and completed in a timely manner.

Due to Peacock General Contractors workmanship and professionalism, TTBH will continue to call upon PGC to give us quotes on future projects.

If you have any questions, please do not hesitate to contact me at: tcrocker@ttbh.org

Sincerely,



**W. Terry Crocker, MBA, MA
Chief Executive Officer
Tropical Texas Behavioral Health**



Public Works Department

STREETS AND DRAINAGE DIVISION

February 28, 2017

To Whom It May Concern:

The City Of Mission has worked on a project with Peacock General Contractors, Inc. Peacock General Contractors, Inc. provided excellent workmanship and a high quality of work and service.

Peacock General Contractors, Inc. was cooperative and professional throughout the entire project. Change Orders were fairly priced and turned in with related material for documentation. They submitted all warranty and operations manual documents in a timely manner. All punch list items were reviewed and completed in a time timely manner. The project was completed on schedule.

Due to the cooperation and professional attention, The City of Mission will continue to call upon Peacock General Contractors, Inc. to give us quotations on future projects.

Feel free to call me with any questions at 956-580-8780

Sincerely,

Roberto Salinas, P.E.
Public Works Director
City of Mission, Texas



August 23, 2016

To Whom It May Concern:

The City of South Padre Island has had the pleasure of working with Peacock General Contractors, Inc. Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service. Any and all punch list items were performed and completed in a timely manner. Peacock G.C. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractor's excellent workmanship and overall willingness to produce the highest quality of work, the City of South Padre Island will continue to call upon Peacock G.C. to give us quotations on future projects.

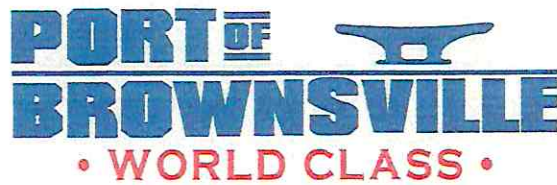
If you have any questions, please do not hesitate to call me at 956-761-8107.

Sincerely,

Darla A. Jones
Interim City Manager

"A Certified Retirement Community"

4601 Padre Boulevard • South Padre Island, Texas 78597 • 956.761.6456 • Fax 956.761.3888



January 13, 2015

To Whom It May Concern:

Brownsville Navigation District has had the pleasure of working with Peacock General Contractors, Inc. Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service and their quality of work on our project was excellent. Any and all punch list items were performed and completed in a timely manner. Peacock G.C. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors excellent workmanship and overall willingness to produce the highest quality of work, Brownsville Navigation District will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at 956-838-7010.

Sincerely,

Donna Eymard
Deputy Port Director



12650 STATE HIGHWAY 48
BROWNSVILLE, TX. 78521-9275
Phone: (956) 831-7731
Fax: (956) 831-2142

January 22, 2015

To Whom It May Concern:

The Brownsville & Rio Grande Int'l Railroad (BRG Railroad) has had the pleasure of working with Peacock General Contractors, Inc.

Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service (Quality of work is excellent). Any and all punch list items were performed and completed in a timely manner. Peacock G.C. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors excellent workmanship and overall willingness to produce the highest quality of work, BRG Railroad will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at 956-831-7731.

Sincerely,

A handwritten signature in blue ink, appearing to read "Norma Torres", with a long horizontal line extending to the right.

**Norma Torres
President & C.O.O.**



February 13, 2014

To Whom It May Concern:

The City of Brownsville/Brownsville Metro has had the pleasure of working with Peacock General Constructors, Inc. Peacock General Construction Inc. worked on the construction of the Northside Transfer Station finishing the job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service. Peacock G.C. has a quick response time for all of their warranty items. They also submitted all warranty and operations manual documents in a timely manner. Their team was cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues with our project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors' workmanship and overall willingness to produce the highest quality of work, the City of Brownsville/Brownsville Metro will certainly continue to consider Peacock G.C. on future projects.

If you have any questions, please do not hesitate to call me at 541-4881.

Sincerely,

Norma H. Zamora
Director

BROWNSVILLE METRO

755 International Boulevard, Brownsville, Texas 78520 Telephone: 956-541-4881 Fax: 956-574-6675 bmetro.cob.us

CITY OF LA FERIA



January 4, 2012

To Whom It May Concern:

The City of La FERIA has had the pleasure of working with Peacock General Contractors, Inc. Peacock General Contractors, Inc. is known for their excellent workmanship and high quality service (Quality of work is excellent). Any and all punch list items were performed and completed in a timely manner. Peacock General Contractors, Inc. has a quick response time and superb quality for all of their warranty items. They also submit all warranty and operations manual documents in a timely manner. We have never had a problem with Peacock General Contractors, Inc. finishing a job on schedule, and with all punch list items completed.

Peacock General Contractors, Inc. has always been cooperative and professional in addressing any and all construction issues, design conflicts, quality of work, and resolution of related construction issues. They have never become confrontational, defensive, non-responsive, argumentative, or disrespectful before, during, or after the duration of the construction project.

All change orders were fairly priced, with all "back-up" documentation, and turned over in a timely manner.

Due to Peacock General Contractors excellent workmanship and overall willingness to produce the highest quality of work, (Owner's Name) will continue to call upon Peacock G.C. to give us quotations on future projects.

If you have any questions, please do not hesitate to call me at 956-797-2261.

Sincerely,

Sunny K. Philip
City Manager

PROPOSED PERSONNEL:



**CONTRACTOR'S PROPOSED PERSONNEL FOR THIS CITY PROJECT.
CONTRACTOR MUST SUBMIT A LIST OF PROPOSED PERSONNEL AND
THEIR EXPERIENCE WITH CITY PROJECTS:**

**PLEASE SEE ATTACHED RESUMES FOR OUR PROJECT MANAGER AND
PROJECT SUPERINTENDENT.**

**DESCRIBE THE PROJECT ASSIGNMENTS AND THE PERCENT OF TIME
EACH TEAM MEMBER WILL BE INVOLVED IN THE PROJECT:**

**TRE PEACOCK – PROJECT MANAGER/SAFETY MANAGER
FELIPE CORTEZ – SENIOR SUPERINTENDENT
JONATHAN MORALES - FORMAN
ARMANDO BUSTOS - FOREMAN**

**ALL OF THE STAFF NAMED ABOVE IS COMMITTED TO FOR THE ENTIRE
DURATION OF THE PROEJCTS.**

William Tre' Peacock

President and C.E.O.

EXPERIENCE:

Peacock General Contractors, Inc.
2003 President and C.E.O.
to Negotiated and completed approximately ten jobs per year on projects ranging
Present from a \$200,000 office facility to a \$9,000,000 Behavioral Health Center

Peacock Construction Company, Inc.
2000 Project Manager
to Managed projects ranging from \$500,000 office buildings to \$8,000,000 high
2003 rise condominiums

1998 Superintendent/Project Manager
to Served as superintendent and project manager for a \$1,000,000 field house
2000 addition to Texas State Technical College and as a superintendent for a \$1,500,000
detention center

1997 Assistant Superintendent
to Served as an assistant superintendent on a \$6,000,000 middle school project
1998

1991 Additional Experience
to 1992 to 1993: Worked on clerical, bookkeeping, and blueprint reading
1993 1991 to 1992: Worked as a laborer

EDUCATION

1999 University of Texas at Brownsville Brownsville, TX
Baccalaureate, Business Administration
Specialization in Management

RESIDENCY

Mr. Tre' Peacock resides in Harlingen, Texas

PROFESSIONAL AFFILIATIONS

- ACI Member South Texas Chapter
2007: President
2005 to 2006: Vice President
2003 to 2004: Director
- AGC Member Rio Grande Valley Chapter
2020-2022: Director
2019-Present: State Director
2015: President
2014: President
2013: Vice President
2012: Treasurer
2011: Director
2006: President
2005: Vice President
2004: Treasurer
2003: G.C. Director

- Rotary Member Harlingen, TX
 - 2016 to Present: Area Membership Chair
 - 2019 to 2020: Treasurer
 - 2013 to 2014: President
 - 2012 to 2013: President Elect.
 - 2011 to 2012: President Nominee
 - 2010 to 2011: Secretary
 - 2009 to 2010: Treasurer
 - 2007 to 2008: Sergeant at Arms
- Cameron County Children Advocacy Center Brownsville, TX
 - 2010: 1st Vice President
 - 2009: Board Member
 - 2008: Board Member
- Valley Proud Environmental Council Harlingen, TX
 - 2015 to Present:
- City of Harlingen Planning & Zoning Commission Harlingen, TX
 - 2010 to 2021: Chairman
 - 2009: Board Member
- Harlingen Area Chamber of Commerce Harlingen, TX
 - 2021: Board Member
 - 2020: Immediate Past President
 - 2019: President
 - 2018: Secretary
 - 2017: Govt. Affairs Chair
 - 2016: Board Member
 - 2015: Board Member

AWARDS

- RGV-AGC General Contractor of the Year
 - 2019
 - 2016
 - 2012
 - 1995
 - 1989
- National AGC – Certificate of Commendation for Excellent Safety Record Zero Incidents

2020	2019
2018	2017
2016	2015
2014	2013
2012	2011
- Texas Building Branch-AGC Texas Safety Award Certificate of Excellence for Excellent Achievement in Jobsite Safety

2021	2018	2014	2009	2006
2020	2016	2013	2008	
2019	2015	2012	2007	

REFERENCES

Richard Linn	Central Ready Mix	(956)399-0550
Frank Matz	Central Air & Heating Service	(956)428-4509
Bayo Adeigbe	Rio Mechanical	(956)346-0209

Felipe Cortez

General Superintendent

PROFESSIONAL BACKGROUND

Mr. Cortez has worked in the construction industry for 22 years and served as a project superintendent for Peacock General Contractors for 20 years. During his career, Mr. Cortez has managed numerous projects ranging from large projects to specialized, technical projects.

CURRENT ASSIGNMENT

■ Project Name:	Cameron County Tax Assessor Collector's Southmost Office
Client Name:	Cameron County
Completion Date:	December 2023

RELEVANT PROJECT EXPERIENCE

- Cameron County Santa Rosa Park Improvement
- Cameron County Benavides Park Pavilion
- RES – Weslaco Premier HS & Quest Academy of McAllen
- HCISD Golf Skills Station Pavilion
- Port of Harlingen Additions & Renovations
- Plains Capital Bank Office Center
- Texas National Bank San Juan
- Cameron Appraisal District Addition & Renovation
- Cameron County Precinct #1
- VIA HRL ARFF
- Rio Hondo NINOS
- STISD – South Texas Academy of Rising Scholars
- Lyford Campus Additions & Renovations
- P.I. High School Additions & Renovations
- P.I. Derry Elementary Additions & Renovations
- McAllen Development Center Renovation
- First Community Bank Brownsville
- Lord of Divine Mercy
- San Benito IDEA Phase III
- UTB Athletic Complex Phase I
- Harlingen CISD Baseball/Softball Field Improvements
- Edcouch Elsa LJB Addition
- Edcouch Elsa 5th Grade Addition

- Villarreal Elementary Additions & Renovations
- Owassa/Doolittle Road Plants No. 4 & No. 1
- Rancho Viejo Town Hall
- Salvation Army Thrift Store
- Bayview Girl Scouts
- Olmito Water Supply Office
- Harlingen Birding Center
- Weslaco FedEx
- Harlingen Adtech

EDUCATION

Harlingen High School
Harlingen, Texas

ACCOMPLISHMENTS:

2018 Superintendent of the Year (AGC)
2015 Superintendent of the Year (AGC)
2014 Safety Superintendent of the Year (As Recognized by AGC)

REFERENCES

Art Garcia	(956)867-4460
James Deleon	(956)425-8019
Angel Mendez	(956)536-1936

Jonathan Morales

Foreman

PROFESSIONAL BACKGROUND

Mr. Morales has worked in the construction industry for 4 years and served as a project superintendent for Peacock General Contractors for 2 years. During his career, Mr. Morales has managed numerous projects ranging from large projects to specialized, technical projects.

CURRENT ASSIGNMENT

■ Project Name:	Cameron County Tax Assessor Collector's Southmost Office
Client Name:	Cameron County
Completion Date:	December 2023

RELEVANT PROJECT EXPERIENCE

- Cameron County Emergency Communications District Addition and Renovation

EDUCATION

Navarro High School
San Antonio, Texas

PREVIOUS EMPLOYMENT:

2019 – 2022	
ARS Specialty Contractors	San Antonio, Texas
Field Superintendent	
2016-2019	
Champs Interior & Exterior	San Antonio, Texas
Co-Owner	
2014-2016	
McVay Drilling	Hobbs, Texas
Rig Floorhand	

Armando Bustos, Jr.

Foreman

PROFESSIONAL BACKGROUND

Mr. Bustos has worked in the construction industry for 7 years and served as a project superintendent for Peacock General Contractors for 2 years. During his career, Mr. Bustos has managed numerous projects ranging from large projects to specialized, technical projects.

CURRENT ASSIGNMENT

- Project Name: Cameron County Tax Assessor Collector's Southmost Office
- Client Name: Cameron County
- Completion Date: December 2023

RELEVANT PROJECT EXPERIENCE

- Cameron County Santa Rosa Park Improvement
- RES – Quest Academy of McAllen

EDUCATION

STC Construction Superintendent Program
McAllen, Texas

Juarez Lincoln High School
Mission, Texas

ACCOMPLISHMENTS:

2019 NCCER Drywall Instructor, Proctor, Curriculum Performance Evaluator, and Mechanic
2019 TEKS Roadways Traffic and Control Completion
2019 OSHA Material Rigging and Materials Handling Course Completion
2018 American Safety Consulting Completion of Forklift Safety
2018 OSHA 10-Hour Completion of Construction Safety and Health
2016 HILTI Qualified Operator Completion of Powder Actuated Tools
2016 ESC Consults Completion of Safety Training CPR First Aid Training
2016 Marek Brothers Systems Certification of Completion – Basic Operator, Scissor Lift, Boom Lift, Laser Training Course
2013 National Safety Compliance Completion of Safety Training Program Aerial and Scissor Lift Safety

REFERENCES

James Minson	(956)367-6005
Gabe Marek	(210)264-1495
Earl Stanley	(956)607-0459

SAFETY PROGRAM & RECORD:



CONTRACTOR'S SAFETY RECORD:

PEACOCK GENERAL CONTRACTORS, INC. WANTS EVERY EMPLOYEE TO GO HOME AFTER WORK UNINJURED AND UNHARMED. P.G.C. PLACES A SIGNIFICANT IMPORTANCE ON ALL ASPECTS OF SAFETY. ALL P.G.C. EMPLOYEES ARE TRAINED IN FALL PROTECTION, HEAVY EQUIPMENT, FIRST AID AND CPR, SCAFFOLDING, AS WELL AS NON-LIFE THREATING ISSUES SUCH AS DRINKING CUPS AND TRASH CANS. P.G.C. IN COOPERATION WITH AGC, HAS TWO (2) PROFESSIONAL SAFETY FIRMS, ENGINEERING SAFETY CONSULTANTS AND ASC, VISIT EVERY JOBSITE ONCE A MONTH. ESC IS IN CHARGE OF FINDING POTENTIAL HAZARDS AND HAVING THE SITE SUPERINTENDENT CORRECT ANY ISSUE. A REPORT IS GENERATED BY ESC AND ASC SENT TO P.G.C. IN A TIMELY MANNER. THESE REPORTS ARE ADDRESSED IMMEDIATELY BY P.G.C. PROJECT MANAGER AND ARE DISCUSSED IN MONTHLY MEETING HELD WITH ALL P.G.C. EMPLOYEES. MAJOR ISSUES (LIFE THREATING) OR REPEATED SAFETY ISSUES CAN RESULT IN A SUPERINTENDENT BEING WARNED OR TERMINATED. THERE ARE MANDATORY WEEKLY JOBSITE SAFETY MEETINGS HELD ON SITE CONDUCTED BY THE SUPERINTENDENT, A REPRESENTATIVE OF ESC OR A REPRESENTATIVE OF ASC. PEACOCK GENERAL CONTRACTORS HAS NOT HAD AN ACCIDENT NOR ANY LOST MAN HOURS IN THE PAST SIX (6) YEARS.

NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2011
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2012
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2013
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2014
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2015
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2016

NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2017
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2018
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2019
NATIONAL AGC – CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD ZERO INCIDENTS	2020
TEXAS BUILDING BRANCH – AGC CERTIFICATE OF RECOGNITION EXCELLENCE IN SAFETY PROGRAMS	2006
TEXAS BUILDING BRANCH – AGC CERTIFICATE OF RECOGNITION EXCELLENCE IN SAFETY PROGRAMS	2007
TEXAS BUILDING BRANCH – AGC CERTIFICATE OF RECOGNITION EXCELLENCE IN SAFETY PROGRAMS	2008
TEXAS BUILDING BRANCH – AGC CERTIFICATE OF RECOGNITION EXCELLENCE IN SAFETY PROGRAMS	2009
TEXAS BUILDING BRANCH – AGC TEXAS SAFETY AWARD CERTIFICATE OF EXCELLENCE FOR EXCELLENT ACHIEVEMENT IN JOBSITE SAFETY	2012
TEXAS BUILDING BRANCH – AGC TEXAS SAFETY AWARD CERTIFICATE OF EXCELLENCE FOR EXCELLENT ACHIEVEMENT IN JOBSITE SAFETY	2013
TEXAS BUILDING BRANCH – AGC TEXAS SAFETY AWARD CERTIFICATE OF EXCELLENCE FOR EXCELLENT ACHIEVEMENT IN JOBSITE SAFETY	2014
TEXAS BUILDING BRANCH – AGC TEXAS SAFETY AWARD CERTIFICATE OF EXCELLENCE FOR EXCELLENT ACHIEVEMENT IN JOBSITE SAFETY	2015

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2016

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2018

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2019

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2020

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2021

TEXAS BUILDING BRANCH – AGC
TEXAS SAFETY AWARD CERTIFICATE OF
EXCELLENCE FOR EXCELLENT ACHIEVEMENT
IN JOBSITE SAFETY 2022

TEXAS BUILDING BRANCH – 2022 ZERO LOST
ZERO LOST TIME AWARD 2022

LIST YOUR ORGANIZATIONS WORKERS COMPENSATION EXPERIENCE
MULTIPLICATION RATE/EMR FOR THE LAST THREE (3) YEARS AS
OBTAINED FROM YOUR INSURANCE AGENT:

PLEASE SEE ATTACHED OUR COMPANY EMR RATES.



June 12, 2023

RE: Peacock General Contractors

To Whom It May Concern;

PRM Risk Management dba Corporate Solutions is a Professional Employer Organization (Staff Leasing Company) that enters co-employment relationships with various businesses. **Peacock General Contractors** is one of our clients, they are covered under our Worker's Compensation Program. An EMR rate of **0.92%** applies to **Peacock General Contractors** effective August 8, 2022 through August 7, 2023.

2020: .84%
2021: .90%
2022: .92%

If you have any questions about this, please do not hesitate to call our office.

Sincerely,

Oliverio Jalomo
Loss Control Representative

WARRANTIES:



WARRANTIES (MATERIALS & LABOR):

IN THE EVENT OF FAILURE OF MATERIALS, PRODUCTS, OR WORKMANSHIP, EITHER DURING CONSTRUCTION OR THE CORRECTIONAL PERIOD (WHICH SHALL BE ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION, EXCEPT WHERE A LONGER PERIOD IS SPECIFIED), WE WILL TAKE THE APPROPRIATE MEASURES TO ASSURE CORRECTION OR REPLACEMENT OF THE DEFECTIVE ITEMS, WHETHER NOTIFIED BY THE OWNER OR ARCHITECT.

ATTACH A LETTER OF INTENT FROM A SURETY COMPANY INDICATING YOUR COMPANY'S ABILITY TO BOND FOR THE ENTIRE CONSTRUCTION COST OF THE PROJECT AND TOTAL BONDING LIMITATION:

PLEASE SEE ATTACHED LETTER OF INTENT FROM OUR SURETY COMPANY.

FINANCIAL STRENGTH BASED ON BANK LETTER OF REFERENCE REQUIRED AS PART OF THE PROPOSAL RESPONSE.

PLEASE SEE ATTACHED BANK LETTER OF REFERENCE.

IS YOUR COMPANY CURRENTLY IN DEFAULT ON ANY LOAN AGREEMENT OR FINANCING AGREEMENT WITH ANY BANK, FINANCIAL INSTITUTION OR OTHER ENTITY? IF YES, PROVIDE DETAILS AND PROSPECTS FOR RESOLUTION:

PEACOCK GENERAL CONTRACTORS IS NOT CURRENTLY IN DEFAULT ON ANY LOAN AGREEMENT OR FINANCING AGREEMENT WITH ANY BANK, FINANCIAL INSTITUTION OR OTHER ENTITY.

ATTACH A DUNN AND BRADSTREET ANALYSIS OR CURRENT FINANCIAL STATEMENTS, PREFERABLY AUDITED:

PEACOCK GENERAL CONTRACTORS WILL PROVIDE FINANCIAL STATEMENTS UPON REQUEST.

McAFEE
AGENCY
INSURANCE

Since 1935

March 13, 2023

Re: Peacock General Contractors, Inc.

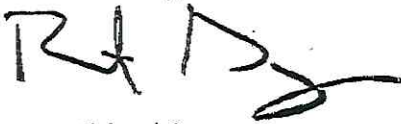
To Whom It May Concern:

It has been the privilege of McAfee Insurance Agency and Travelers Insurance Company to provide surety bonds on behalf of Peacock General Contractors, Inc. for over ten years. During which time, Peacock General Contractors, Inc. has performed, and we have issued Performance and Payment bonds for contracts valued in the range of \$1,500,000 to \$8,000,000. In our opinion, Peacock General Contractors, Inc. remains properly financed, well-staffed and capably managed.

At the present time, Travelers Insurance Company provides a \$20,000,000 single project/\$35,000,000 aggregate surety program to Peacock General Contractors, Inc. As always Travelers Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior preview and approval of relevant contract documents, bond forms and project financing. McAfee Insurance Agency and Travelers Insurance Company assume no liability to anyone if for any reason we do not execute such bonds.

Travelers Insurance Company is listed on the U.S. Treasury Department's listing of Approved Sureties (Department Circular 570), and is rated A+ Excellent by A.M. Best Company.

Sincerely,



Richard Garza
Account Executive



March 13, 2023

Mr. Tre' Peacock
Peacock General Contractor, Inc.
P.O. Box 530098
Harlingen, TX 78553

RE: Letter of Reference on behalf of Peacock General Contractor, Inc.

To Whom It May Concern:

First Community Bank has maintained a successful banking and personal relationship with Mr. Peacock. He has been a customer of the bank since 2000. He has satisfied all banking obligations in a timely manner and has been a great customer. First Community Bank would be pleased to accommodate any banking request that he may need.

A Line of Credit i/a/o \$500,000.00 with a current balance of \$0.00 is available for use thru the maturity date of November 3, 2023, at which time we'd be happy to consider a renewal.

Should you have any questions or comments please feel free to call me at 956.364.7007.

Sincerely,

A handwritten signature in black ink, appearing to be "Ricky Leal", written over a horizontal line.

Ricky Leal
Senior Vice President

SUBCONTRACTORS:



SUBCONTRACTORS TO BE USED FOR THIS CITY PROJECT. CONTRACTOR MUST SUBMIT A LIST OF PROPOSED SUBCONTRACTORS (IF ANY) TOGETHER WITH THIS PROJECT. INFORMATION MUST INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, EMAIL ADDRESS, AND REFERENCES ON THOSE SUBCONTRACTORS.

SUBCONTRACTOR LIST WILL BE PROVIDED WITHIN 24 HOURS.

ANY OTHER RELEVANT FACTOR SPECIFICALLY STATED IN THE REQUEST FOR BIDS, PROPOSALS, OR QUALIFICATIONS.

BANKRUPTCY HISTORY, LITIGATION HISTORY, LAWSUIT HISTORY (COMPANY OR OWNER) CRIMINAL HISTORY:

THERE ARE NO BANKRUPTCY CLAIMS OUTSTANDING AGAINST PEACOCK GENERAL CONTRACTORS, PEACOCK CONSTRUCTION COMPANY, OR ANY OF THE OFFICERS.

OUR ORGANIZATION HAS NOT FILED ANY LAWSUITS OR REQUESTED ARBITRATION WITH REGARDS TO CONSTRUCTION CONTRACTS WITHIN THE LAST FIVE YEARS.

NO OWNER OR OFFICERS OF PEACOCK GENERAL CONTRACTORS HAVE BEEN CONVICTED OF A FELONY.

ARBITRATION:

OUR ORGANIZATION HAS NOT FILED ANY LAWSUITS OR REQUESTED ARBITRATION WITH REGARDS TO CONSTRUCTION CONTRACTS WITHIN THE LAST FIVE YEARS.

CLAIMS OUTSTANDING:

PEACOCK GENERAL CONTRACTORS HAS NO PENDING OR OUTSTANDING CLAIMS AGAINST THEM.

HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

PROPOSAL RESPONSE

FOR CONSTRUCTION SERVICES

OWNER: CITY OF SAN JUAN

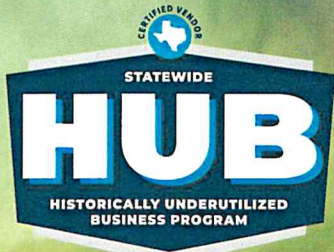
PROJECT NAME: CITY OF SAN JUAN PARKS AND
REC YOUTH CENTER AND PARK PHASE II
BUILDING

ERO PROJECT No. 21052.01
RFP No. 24-003-12-11

DUE: DECEMBER 11, 2023 at 4:00PM

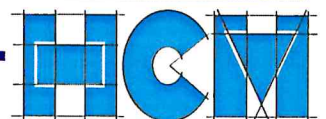
SUBMITTED TO:

CITY OF SAN JUAN PARKS AND
REC PARK- PHASE II BUILDING
REQUEST FOR SEALED PROPOSAL
NO. 24-003-12-11
ATTN: LORI A. MALDONADO,
PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRASKA AVENUE
SAN JUAN, TX 78589



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Executive Summary

Leadership

Located in McAllen, Texas under the management and care of Mr. Michael C. Montalvo, Holchemont, Ltd. has been building successful relationships in the Rio Grande Valley since 2007, over 11 years.

At HOLCHEMONT, we take immense pride in driving the industry standards forward, focusing on efficiency, quality, and safety. We have completed quality commercial construction projects in key industries including healthcare, education, and local government. The most rewarding testimony of our collective abilities is in the fact that our clients continue to select us to build their new projects. Our overall professionalism, timeliness, and cooperative attitude set us apart, resulting in successful projects.

Quality

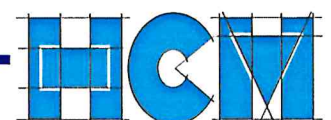
At Holchemont, quality is an essential part of our success. We achieve quality through training, HSE (Health, Safety, Environmental), and our Quality Management System. By implementing our Quality Management System, we are able to determine the "Critical to Quality" elements to evaluate, identify the Processes and Procedures needed to execute a successful project, and generate a unique Quality Management Plan for each project.

Experience

Diversity of project experience is important. School districts, banks and financial institutions, hospitals and the healthcare industry, retail and municipalities have all selected Holchemont to build or remodel what they envisioned, on time and within budget. Holchemont has worked on a variety of commercial construction and renovations in McAllen, Edinburg, Weslaco, Harlingen, Brownsville and across the RGV. Please refer to our current and completed projects.

Reliability

At Holchemont, we're fortunate to be able to work with leading South Texas organizations on anything from upgrades and renovations to ground up new-construction and projects. Please refer to the reference letters from our previous and continued clients.



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

1. Bid Bond

Bid Bond
Surety Reference Letter

2. Bid Form

Proposal Form
Alternates Form

3. City of San Juan Requirement Forms

Standard Terms and Conditions
General Information
Proposal Specification Compliance
Felony Conviction Notification
Non- Collusion Statement & Signature Sheet
Confidential Disclosure Statement
Senate Bill 252 Certification
House Bill 89 Verification
Firm Information and Personnel
Certification Regarding Lobbying
Declaration of Compliance
W-9
Form CIQ
Form 1295
Subcontractors List

4. Financial Strength

Financials (See Separately Sealed Envelope)
Bank Reference Letter
Insurance Certificate
Warranty Process
Non-Bankruptcy Form

5. Experience

Similar Projects
Project Completed
Work in Progress

6. Key Personnel

Organizational Chart
Resumes

7. Safety

Safety Approach
Safety Policy
OSHA Logs
Safety Award 2018 - 2022

8. Reference Letters

Reference Form
Owner's Reference Letters
Architects/Engineers Reference Letters
Subcontractors/Suppliers Reference Letters



Proposal Response

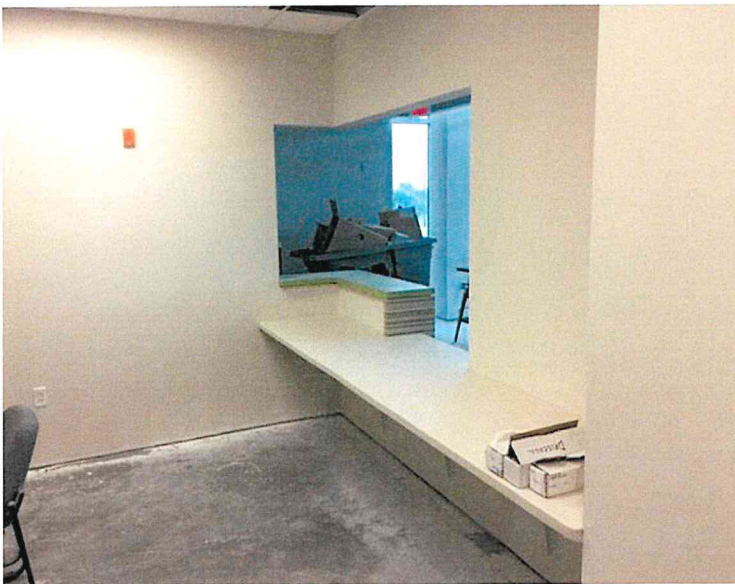
City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



HOLCHEMONT, LTD.

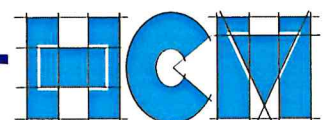
900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

1. Bid Bond



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH4804

KNOW ALL MEN BY THESE PRESENTS, that we

HOLCHEMONT, LTD., 900 North Main Street, McAllen, TX 78501

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of San Juan, 709 South Nebraska, San Juan, TX 78589

as Oblige, hereinafter called Oblige, in the sum of

Five Percent of the Greatest Amount Bid Dollars (5.00%).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

San Juan Park and Rec Youth Center - Phase II Architect Project No. 21052.01 / Construction on new building

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 11th day of **December**, 2023.

(Witness)


(Witness)

HOLCHEMONT, LTD.

(Principal)

(Seal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

Fred A. Thetford, IV, ATTORNEY-IN-FACT

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
Vanessa McKenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of December, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the Surety's toll free telephone
number for information or to make a
complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity
Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

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

1-800-252-3439.

You may write the Texas Department of
Insurance at:

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

PREMIUM OR CLAIM DISPUTES: Should
you have a dispute concerning your
premium or about a claim, you should
contact the Surety first. If the dispute is not
resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does
not become a part or condition of the
attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una
queja: Usted puede llamar al numero de
telefono gratis de para informacion o para
someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia
Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion
acerca de companias, coberturas, derechos
o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas:

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

**DISPUTAS SOBRE PRIMAS O
RECLAMOS:** Si tiene una disputa
concerniente a su prima o a un reclamo,
debe comunicarse con el Surety primero. Si
no se resuelve la disputa, puede entonces
comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este
aviso es solo para proposito de informacion
y no se convierte en parte o condicion del
documento adjunto.



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

June 29, 2023

Project: To Be Determined

To: Whom It May Concern:

In compliance with your requirements for a pre-qualification letter, please be advised the surety bonding information for Holchemont, Ltd. is as follows:

Surety: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Philadelphia Indemnity carries an AM Best rating of A++ and is Treasury Listed for \$304,546,000.00 as shown on the Treasury Listed 570 Circular.

Philadelphia Indemnity Insurance Company is providing Holchemont, Ltd. with a current available bonding limit of \$5,000,000.00 single job, and a total bonding capacity of \$10,000,000.00. Please be advised that this is a working limit and may not reflect the actual bond size that we may consider for this contractor.

If Holchemont, Ltd. is the successful proposer and is required to provide performance and/or payment bond(s), we would consider executing the required bonds on their behalf.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of project financing and other pertinent underwriting criteria. Please be advised that the execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

Philadelphia Indemnity Insurance Company relationship extends out for five years having had an excellent relationship. We have found this company to be well-managed, getting on projects very quickly and getting them completed within their contract specifications. We truly believe that Holchemont, Ltd. is a top-notch General Contractor as evidenced by their past performance on several major projects and their reputation in this industry.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Cordially yours,

Fred A. Thetford, IV, Attorney-in-Fact:

POA: Philadelphia Indemnity Insurance Company,

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



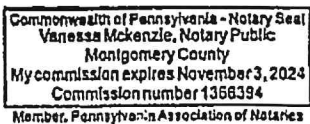
John Glomb

John Glomb, President & CEO.
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of June, 2023



Edward Sayago

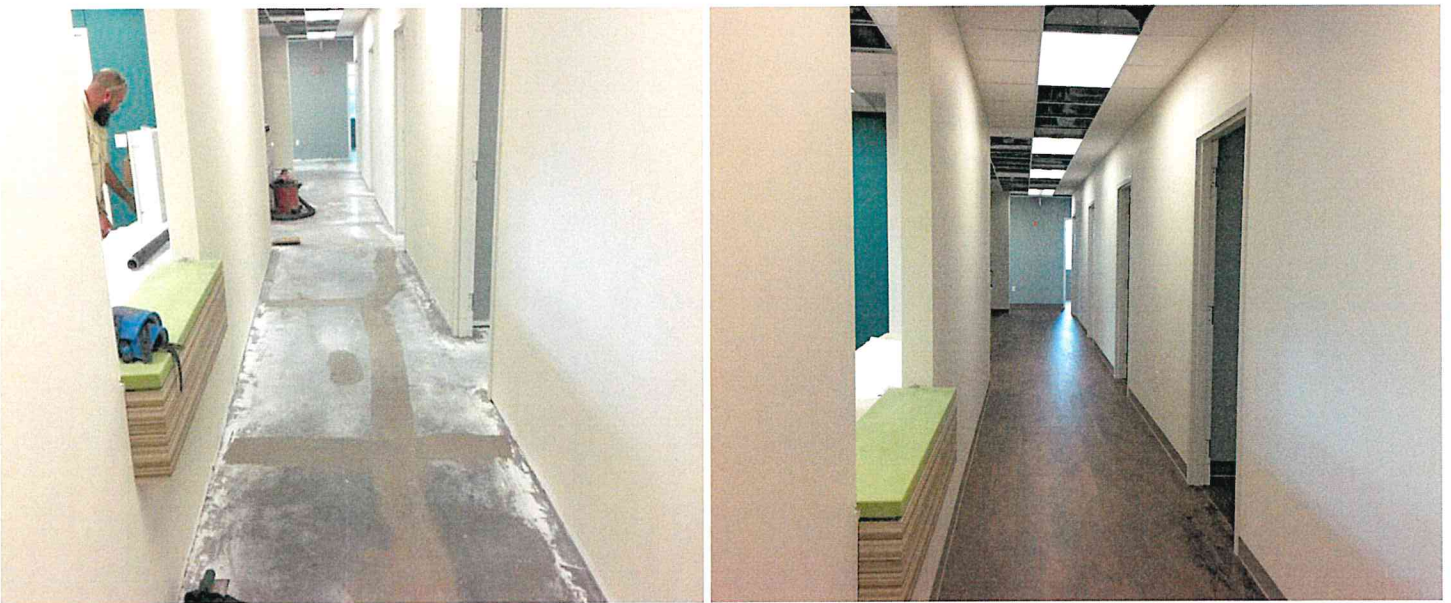
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

[Faint circular stamp]

HOLCHEMONT, LTD.

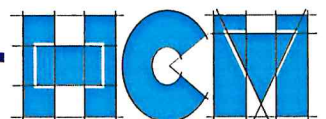
900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

2. Bid Form



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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 - II

- B. Architect Project Number: 21052.01

1.03 DATE: 12/11/2023 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

- A. Proposer's Full Name
Holchemont, Ltd

1. Address
900 N Main St.
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. Please see original.
- _____ 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 5% 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 12/04/2023.
 2. Addendum # 2 Dated 12/8/2023.

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
Holchemont, Ltd

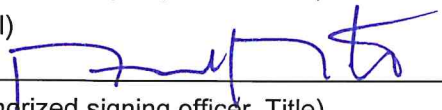
(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

Michael C Montalvo / Manager of Holchemont Mgt LLC its General Partner.

(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

DOCUMENT 00 43 23
ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- A. Proposer: Holchemont, Ltd.
- B. Project Name: San Juan Parks and Rec Youth Center - Phase - II
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.01.

1.02 PROPOSAL FORM SUPPLEMENT

- A. This form is required to be attached to the Proposal Form.

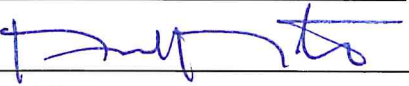
1.03 DESCRIPTION

- 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:
1. ADD ____ DEDUCT ____ NO CHANGE ____ NOT APPLICABLE ____.
 2. Please See Original _____ Dollars
(\$_____).
 3. ADD ____ DEDUCT ____ NO CHANGE ____ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2:
1. ADD ____ DEDUCT ____ NO CHANGE ____ NOT APPLICABLE ____.
 2. Please see original _____ Dollars
(\$_____).
 3. ADD ____ DEDUCT ____ NO CHANGE ____ calendar days to adjust the Contract Time for this alternate.

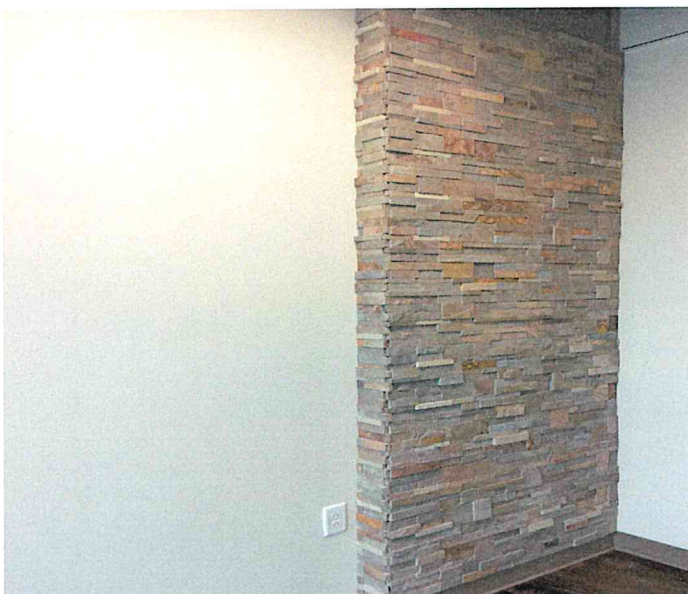
1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 11 day of December, 2023
- B. Submitted By: Holchemont, Ltd (Insert name of proposing firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Michael C Montalvo (Type or print name).
- E. Title: Manager of Holchemont Mgt LLC its (Owner/Partner/President/Vice President).
General Partner.

END OF DOCUMENT

3.

City of San Juan Requirement Forms



CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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.

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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.

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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.

12/11/2023

Date

Holchemont, Ltd

Company Name

CHE

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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. 24-003-12-11 City of San Juan Parks and Rec Park – Phase -

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 YOUTH CENTER AND PARK Phase - II.***
- 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.

- 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.

12/11/2023

Date

Holchemont, Ltd

Company Name

CHE

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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: _____

12/11/2023

Date

Holchemont, Ltd

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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: Holchemont, Ltd

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Michael C Montalvo

DATE: 12/11/2023

***** 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): _____

12/11/2023

Date

Holchemont, Ltd

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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 N/A

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, Michael C Montalvo, 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 Holchemont, Ltd EMPLOYER I. D. NUMBER _____

ADDRESS 900 N Main St.

CITY, STATE, ZIP CODE McAllen, TX 78501

AREA CODE/TELEPHONE/FAX 956-686-2901 EMAIL che@holchemont.com

 _____
SIGNATURE TITLE DATE
12/11/2023

Manager of Holchemont Mgt
LLC its General Partner.

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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:

Holchemont, Ltd

(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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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.

Holchemont, Ltd (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: Holchemont, Ltd

By: Michael C Montalvo Title: Manager of Holchemont Mgt LLC its General Partner.

Signature:  Date: 12/11/2023

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

**CITY OF SAN JUAN
PURCHASING DIVISION**

I, Michael C Montalvo the Undersigned, representative of

Holchemont, Ltd

(company or business name)

located in McAllen, 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.

Michael C Montalvo

Name of Company Representative (Print)

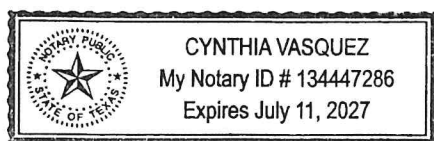
[Signature]
Signature of Company Representative

12/11/2023
Date

On this the 11 day of December, 20 23, personally appeared

Michael C Montalvo the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE

12/11/2023

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

**PURCHASING DEPARTMENT
CITY OF SAN JUAN**

I, Michael C Montalvo (Person name), the undersigned representative
of Holchemont, Ltd / 900 N Main St. McAllen, TX 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.**

12/11/2023

DATE

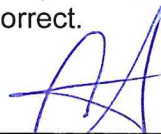
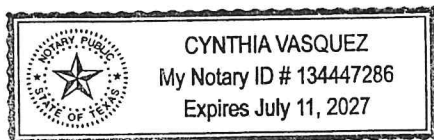


SIGNATURE OF COMPANY REPRESENTATIVE

On this the 11 day of December, 20 23, personally appeared

Michael C Montalvo the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



NOTARY SIGNATURE

12/11/2023

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 City of San Juan Parks and Rec Park - Phase -

7.7 - Firm Information and Personnel

1. Name of Firm Holchemont, Ltd

Address 900 N Main St.

City, State, Zip Code McAllen, TX 78501

Phone # 956-686-2901 Fax # 956-686-2925

Employer I. D. Number _____ Year Established: 2007

Type of organization:

Partnership x

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 Michael C Montalvo

Title Manager of Holchemont Mgt LLC its General Partner.

Phone # 956-686-2901

E-Mail Address: che@holchemont.com

Total Years with this company: 16 Years of Construction Experience: More than 20 years

Number of Similar Projects you have been involved with in last five (5) Years: 5

Will this individual be attending the Board meetings? No

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.

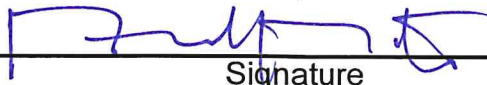
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

Holchemont, Ltd

Company



Signature

Michael C Montalvo

Authorized Representative (Print)

12/11/2023

Date

DECLARATION OF COMPLIANCE

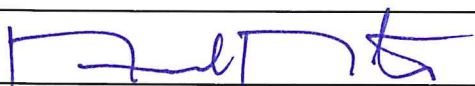
The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 x /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 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.**

Holchemont, Ltd

COMPANY 

SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Michael C Montalvo Manager of Holchemont Mgt LLC its General Partner.

NAME (TYPE OR PRINT)	TITLE
956-686-2901	956-686-2925
PHONE	FAX
12/11/2023	
DATE	

	E-MAIL
	che@holchemont.com

FEDERAL ID# OR SOCIAL SECURITY #: _____

ORDER ADDRESS:

REMITTANCE ADDRESS:

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HOLCHEMONT, LTD

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) ►

☐ Other (see instructions) ►

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

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.

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.
900 N MAIN ST

6 City, state, and ZIP code
MCALLEN, TX 78501

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

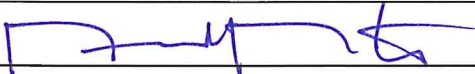
2	6		-	3	9	1	3	1	8	2
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Part II Certification

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 ► 12/11/2023

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-DIV (dividends or capital gains)
- 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 24% 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	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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.	
• 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 QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

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

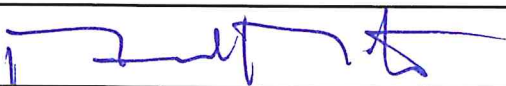
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

12/11/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Holchemont, Ltd.
McAllen, TX United States

Certificate Number:
2023-1102089

Date Filed:
12/07/2023

Date Acknowledged:

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

City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project No. 21052.01
San Juan Parks and Rec Youth Center - Phase - II

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 Michael C Montalvo, and my date of birth is 04/06/1970.

My address is 900 N Main St. McAllen TX 78501 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of TX, on the 11 day of Dec, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | che@holchemont.com

City of San Juan Parks and Rec Youth Center park Phase II Building ERO Project No. 21052.01 / RFP No. 24-003-12-11

CONCRETE/SITE

Sant Construction LLC
809 La Quinta Dr
Pharr, TX 78577
956-832-7242

GLAZING:

Harlingen Glass & Mirror Co
1905 E. Harrison Ave
Harlingen, TX 78550

LANDSCAPING AND IRRIGATION

Southern Landscapes
821 E Beech Ave
McAllen, TX 78501
956-618-1899

FINISHES:

All Weather Coatings & Paint
606 E Ricky Crossland Ave.
Elsa, TX 78543
956-720-4038

MASONRY:

MJ Masonry
PO BOX 1950
Pharr, TX 78577
956-929-4329

MECHANICAL:

Temp Control, Inc.
295 Us Hwy 281
Brownsville, TX 78520
956-542-3165

CARPENTRY:

BND
35482 Kretz Rd
Los Fresnos, TX 78566
956-261-7606

ELECTRICAL:

ST Electric
106 International Blvd. Ste 4A
Mission, TX 78572
956-900-3042

METALS:

REFCO
PO BOX 4079
McAllen, TX 78502
956-687-8261

PLUMBING:

Farrell Plumbing & Cooling
2112 West Business 83
Weslaco, TX 78596
956-968-9559

THERMAL AND MOISTURE PROTECTION:

Tadco Roofing
902 E Owassa Rd
Edinburg, TX 78582
956-961-4736

Concrete:

J Salazar
701 Palmview, Dr.
Mission, TX 78574
956-205-1780

DOORS AND WINDOWS:

Architectural Division 8
2810 US-77 Frontage Rd
Harlingen, TX 78552
956-440-8160

Specialties:

CCSW

5113 Angas St
Corpus Christi, TX 78405
361-289-1095

This list contingent upon the mutual agreement of the subcontract terms and conditions and subject to change.

HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

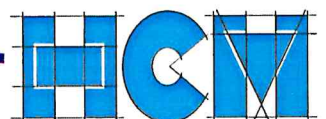
4. Financial Strength



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

FINANCIALS (PLEASE SEE SEPARATE SEALED ENVELOPE)





HOLCHEMONT, LTD
900 N MAIN ST
MCALLEN TX 78501

08/22/2023

To whom it may concern:

Please accept this letter of reference HOLCHEMONT, LTD is customer of Vantage Bank Texas since March 16,2010 with account ***3589. As of today August22, 2023, account remains open.

Please feel free to contact me should you have any additional questions.

Professional Regards,

A handwritten signature in blue ink, appearing to read "Yadira Palacios".

Yadira Palacios

AVP | Banking Center Manager
730 W Nolana Ave
McAllen Tx 78503
956-632-5430



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2023

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

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

PRODUCER AssuredPartners Houston 840 Gessner Suite 700 Houston TX 77024	CONTACT NAME: Jessi Ross PHONE (A/C, No, Ext): 713-778-1884 E-MAIL ADDRESS: jessi.ross@assuredpartners.com	FAX (A/C, No):
INSURED Holchemont, LTD 900 N Main St McAllen TX 78501-4327	INSURER(S) AFFORDING COVERAGE INSURER A : West American Insurance Company INSURER B : Evanston Insurance Company INSURER C : Texas Mutual Insurance Company INSURER D : Kinsale Insurance Company INSURER E : INSURER F :	NAIC # 44393 35378 22945 38920

COVERAGES

CERTIFICATE NUMBER: 494705382

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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			0100200987-1	8/1/2023	8/1/2024	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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAW62167330	7/28/2023	7/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MKLV1EUL104121	8/1/2023	8/1/2024	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		0001214543	7/28/2023	7/28/2024	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 Attached...

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Houston		NAMED INSURED Holchemont, LTD 900 N Main St McAllen TX 78501-4327
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability, Auto Liability and Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it.

HOLCHEMONT, LTD.

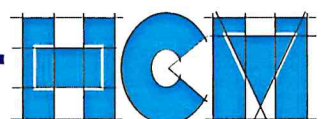
900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Warranty Process

We believe in starting strong and finishing strong. Therefore, our service remains consistent on this premise throughout the warranty service period. Our goal is to assure the quality of work throughout the building process. It is the policy of Holchemont, Ltd. to assure a well developed warranty plan for warranty services that is specific to each project performed.

The following steps will be taken in order to make sure all items or defects are taken care of after the date of substantial completion;

- If informed of a defect, Holchemont, Ltd., shall remedy the defect and respond in writing indicating the action taken to resolve the defect. The subcontractor will be notified in writing of the situation and given a date by when the item shall be corrected.
- We attend any and all meetings to resolve warranty issues, and provide a tracking log of all warrant issues and their resolutions. A walk-through with our superintendent, project manager and subcontractor will be scheduled to make sure the warranty item has been successfully completed.
- We participate in and end of warranty project review with the owner at the time prior to termination of the warranty period.



HOLCHEMONT, LTD.

900 NORTH MAIN ST. • MCALLEN, TX 78501-4327

December 11, 2023

City of San Juan

RE: City of San Juan Parks and Rec Youth Center and Park Phase II Building. RFP# 24-003-12-11 ERO No. 21052.01

Office of the Purchasing Coordinator,

I, Michael C. Montalvo, confirm that I have never filed for bankruptcy nor have any pending suits filed, outstanding claims, lawsuits or criminal history nor any litigation history against Holchemont, Ltd.

Michael C. Montalvo

12/12/2023

Date

Notary Public for the STATE of TEXAS

§
§

Commission expires: _____

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5. Experience



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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Similar Projects Completed

McAllen ISD

*McAllen & Memorial High School Locker Room Renovations
McAllen, TX.*

Project Description

Provide general construction services for locker rooms renovations at both McAllen High School and Memorial High School for both girls and boys. During the Preconstruction phase Holchemont provided the architects with all information needed and required. Also, a preconstruction meeting for all subcontractors and employees. Required safety training was presented to all.

Contact: McAllen ISD, Melissa Rodriguez, 956-632-3200
Email: Melissa.rodriguez@mcallenisd.net
Architect: Half & Associates
Contract Amount : \$1,158,000.00
Year Completed: 2014

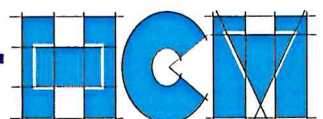
Texas State Technical College

*Student Services Athletic Pavilion
Harlingen, TX.*

Project Description

Provide general contractor service for the construction of the student services athletic pavilion for the entire campus.

Contract: Texas State Technical College, Adan A. Alvarez, 956-364-4205
Email: N/A
Architect: N/A
Contract Amount: \$224,847.00
Year Completed: 2013



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Similar Projects Completed

PSJA I.S.D.

*PSJA ISD Agricultural Facility
Pharr, TX.*

Project Description

Construction of a New Agricultural facility of the school (Approx. 37,685 sq. ft.) with an arena (Approx. 8,085 sq. ft.)

Contact: PSJA ISD, Gerardo Lopez, 956-354-2075

E-Mail: gerardo.lopez@psjaisd.us

Architect: Gignac Architects, Juan Mujica, 956-686-0100

Contract Amount: \$4,000,000.00

Year Completed: 2020

GCAM, Inc.

*Green Cross Plasma Center Edinburg
Edinburg, TX.*

Project Description

Provide general construction services for the renovations of the interior of a shell building into a plasma center (Approx. 10,672 sq. ft.).

Contact: GCAM, Inc., Michael Paul, 513-520-0570

E-Mail: mpaul@gcamplasma.com

Architect: Calser Design Group, Scott King, 513-791-0456

Contract Amount: \$3,000,000.00

Year Completed: 2019

City of Pharr

*South Pharr Development & Research Center & Exhibit Hall
Pharr, TX.*

Project Description

Provide general construction services for a new 15,988 sq. ft., Research Center and a new 9,000 sq. ft. Exhibit Hall for the City of Pharr residents. Which included covered drop-off area.

Owner: City of Pharr Library Director, Adolfo Garcia 956-402-4650

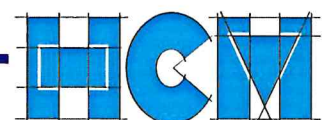
Architect: The Warren Group Architects, Nathaniel Perez 956-994-1900

Contract Amount : \$3,474,622.00

Year Completed: 2019

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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Similar Projects Completed

City of Pharr

*South Pharr Development & Research Center & Exhibit Hall
Pharr, TX.*

Project Description

Provide general construction services for a new 15,988 sq. ft., Research Center and a new 9,000 sq. ft. Exhibit Hall for the City of Pharr residents. Which included covered drop-off area. Preconstruction phase Holchemont provided the architects with all information needed and required.

Contact: City of Pharr Library Director, Adolfo Garcia 956-402-4650
Email: adolfo.garcia@pharr-tx.gov
Architect: The Warren Group Architects, Nathaniel Perez 956-994-1900
Contract Amount : \$3,474,622.00
Year Completed: 2019

City of La Joya

*New City Hall & Renovations & New Public Safety Building
La Joya, TX.*

Project Description

Over see the project as the Construction Manager at Risk for the construction of a new public safety building (approx. 6,354 sq. ft.) for the City of La Joya to be constructed adjacent to an existing building. The existing building will be renovated and turned into the City Hall for the City of La Joya (approx. 8,906 sq. ft.)

Contact: City of La Joya, Mike Alaniz, 956-600-7623
Email: cityoflajoya@oal.com
Architect: Milnet Architectural Services
Contract Amount: \$2,292,246.00
Year Completed: 2018

Texas Q, LLC

*Bar-B-Cutie Smokehouse
Pharr, TX.*

Project Description

Over see the project as the General Contractor for the construction of a new 4,250 sq. ft. indoor dining building. The building will have kitchen and serving areas and bathrooms.

Contact: Texas Q, LLC, Ronnie McFarland. 615-372-0707
Email: Ronnie@bar-b-cutie.com
Architect: David Ports Architects, Inc.
Contract Amount: \$1,325,119.00
Year Completed: 2017

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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Projects Completed

Driscoll Children's Hospital

*Driscoll Children's Hospital Maternal Fetal Clinic
Brownsville, TX.*

Project Description

General construction services for an addition of a Maternal Fetal Clinic to an existing two story masonry building where infectious control is used.

Contact: Driscoll Children's Hospital, Donna Quinn, 361-694-5000
Architect: CLK Architects & Associates
Contract Amount: \$583,323.00
Year Completed: 2017

Hidalgo County Precinct No. 2

*Equipment & Maintenance Facility
Pharr, TX.*

Project Description

Over see the project as the General Contractor to construct of a new equipment and maintenance facility for Hidalgo County. Including selective demolition or existing building, renovations to accommodate new floor .

Contact: Hidalgo County Precinct No. 2, Erika Zamora, 956-787-1891
Email: Eduardo.cantu@co.hidalgo.tx.us
Architect: Ero Architects
Contract Amount: \$1,585,000.00
Year Completed: 2015

Rio Grande Regional Medical Center

*Edinburg Freestanding Emergency Department
Edinburg, TX.*

Project Description

Over see the project as the General Contractor for the construction of an new 300 Sq. Ft. addition Free Standing Emergency Department to the Rio Grande Regional Hospital.

Contact: J.E. Dunn , Joshua Rhodes, 615-620-3110
Email: Joshua.rhodes@jedunn.com
Architect: Devenney Group, Ltd.
Cost: \$687,645.00
Year Completed: 2015

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Projects Completed

Valley Baptist Medical Center

*VBMC—Brownsville IR Room Equipment Replacement
Brownsville, TX.*

Project Description

General construction services for equipment replacement to the 315 Sq. Ft. IR Room with general construction work done to HVAC, walls, doors, windows, flooring etc.

Contract: Valley Baptist Medical Center, Carlos Castaneda, 956-389-1100
Email: Carlos.castaneda@valleybaptist.net
Architect: David Stokes Collaborative, P.C.
Contract Amount: \$310,393.00
Year Completed: 2017

Driscoll Children's Hospital

*Driscoll Children's Hospital Maternal Fetal Clinic
Brownsville, TX.*

Project Description

General construction services for an addition of a Maternal Fetal Clinic to an existing two story masonry building where infectious control is used.

Contact: Driscoll Children's Hospital, Donna Quinn, 361-694-5000
Architect: CLK Architects & Associates
Contract Amount: \$583,323.00
Year Completed: 2017

Driscoll Children's Hospital

*Driscoll Children's Hospital Health Plan Offices
McAllen, TX.*

Project Description

Over see the project as the General Contractor to renovate/aesthetic upgrade of existing space and mechanical, electrical, and plumbing modifications to support renovations.

Contact: Driscoll Children's Hospital. Donna Quinn, 361-694-5000
Architect: CLK Architects & Associates
Contract Amount: \$841,999.00
Year Completed: 2016

Hidalgo County Precinct No.1

*Construction of New Constable Precinct No. 1 Offices
Weslaco, TX.*

Project Description

Over see the project as the General Contractor to construct of a new Constable office of 4,245 sq. ft. for Hidalgo County. To include security access system.

Contact: Hidalgo County Precinct No. 1, Martha Salazar, 956-318-2626
Architect: Alcocer-Garcia Associates, Inc.
Cost: \$828,071.00
Year Completed: 2014

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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Projects Completed

N. Alamo Water Supply Corp

*N. Alamo Water Supply Corp Addition & Renovations
Alamo, TX.*

General construction services for a 5,800 Sq. Ft. addition to the existing building for the North Alamo Water Supply Corporation and an alternate for renovating parts of the existing building.

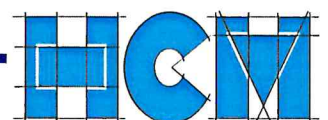
Owner: N. Alamo Water Supply Corporation
Jesse Aguirre, Assistant General Manager
956-383-1618
deymard@portofbrownsville.com
Architect: Milnet Architect Services, PLLC
Cost: \$930,873.00

Brownsville Navigation District

*Port of Brownsville Command Center
Brownsville, TX.*

Over see the project as the General Contractor to construct of a new 11,000 Sq. Ft. command center. Including selective demolition or existing building, renovations to accommodate new floor plan featuring two reception and waiting areas, multiple offices, evidence room, report room, personnel locker room and personal lounge

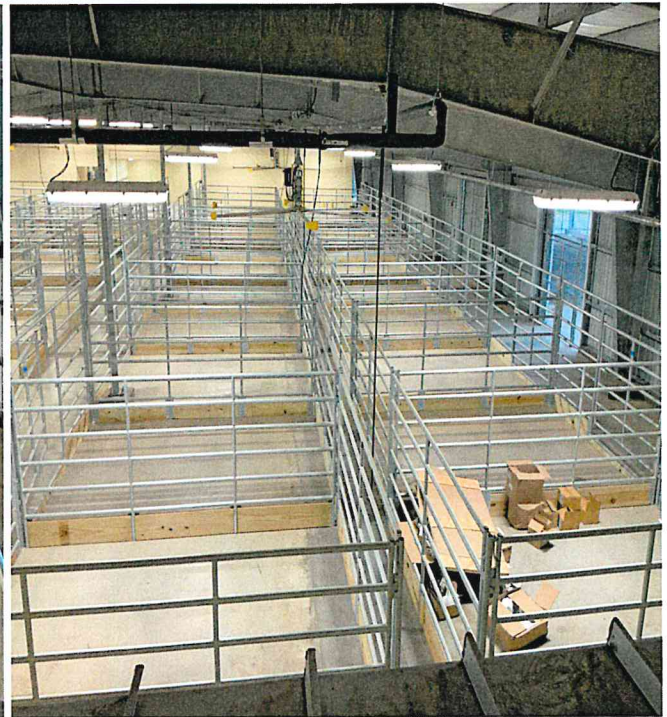
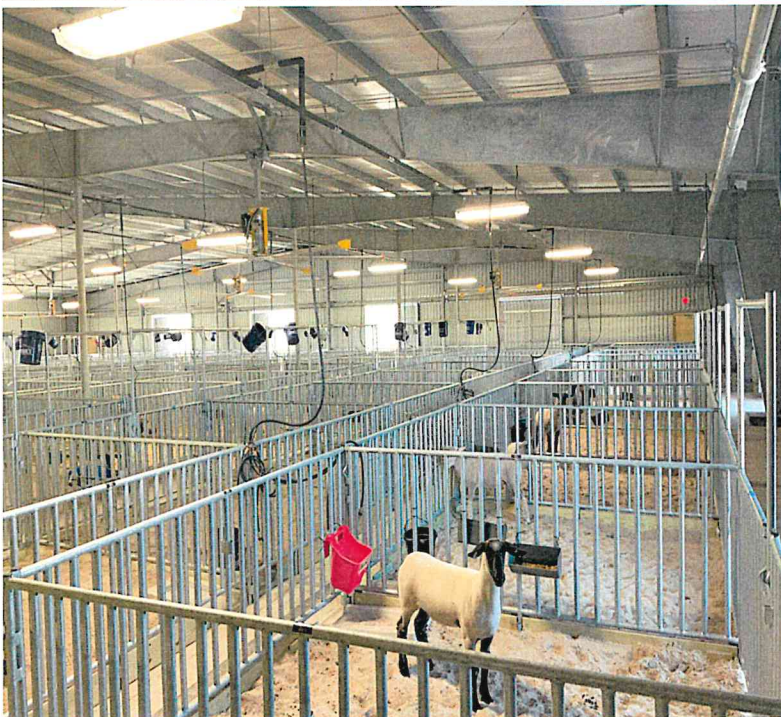
Owner: Brownsville Navigation District
Donna Eymard, Deputy Port Director
956-838-7010
deymard@portofbrownsville.com
Architect: Robert J Ruiz Architects
Cost: \$1,594,885.00



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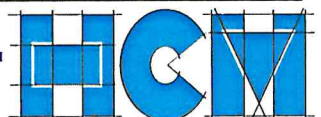
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PSJA Independent School District Agricultural Facility Phase I Pharr, Texas



Proposal Response

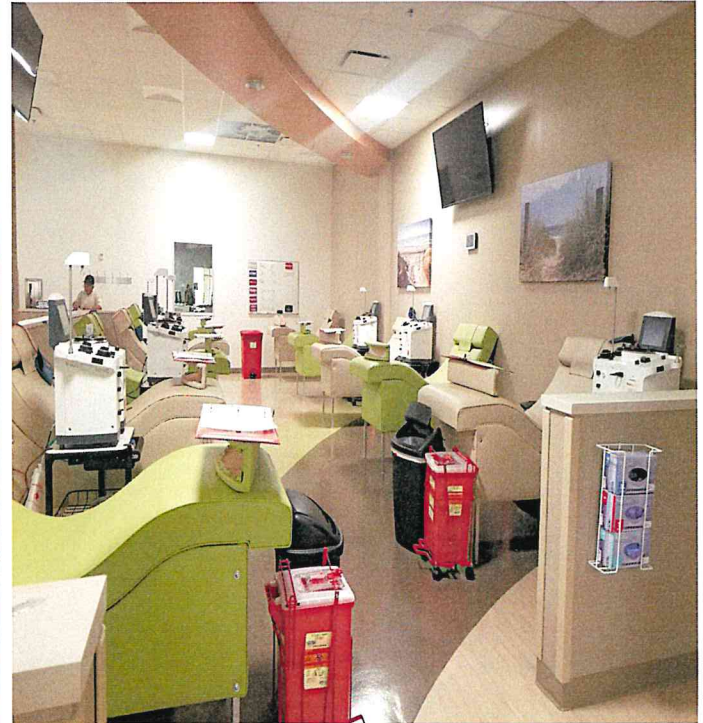
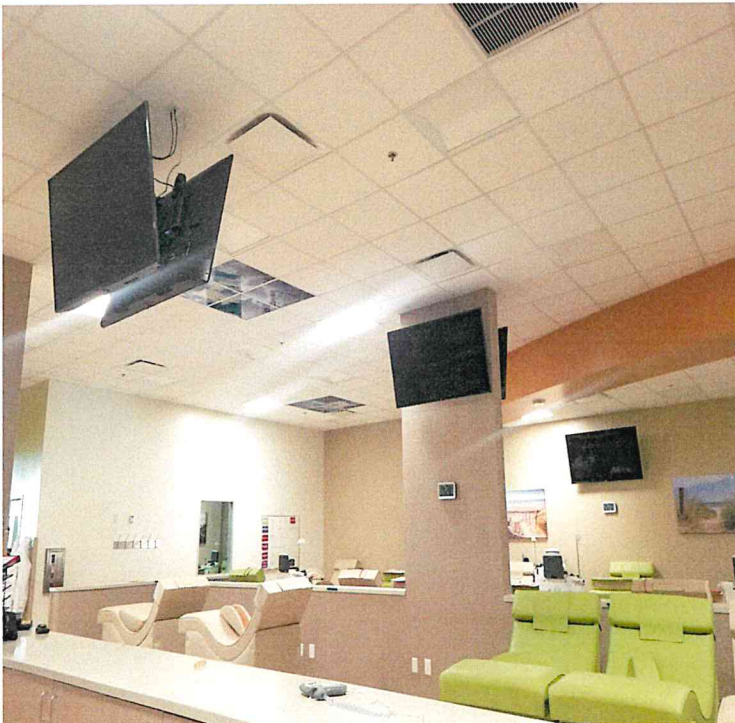
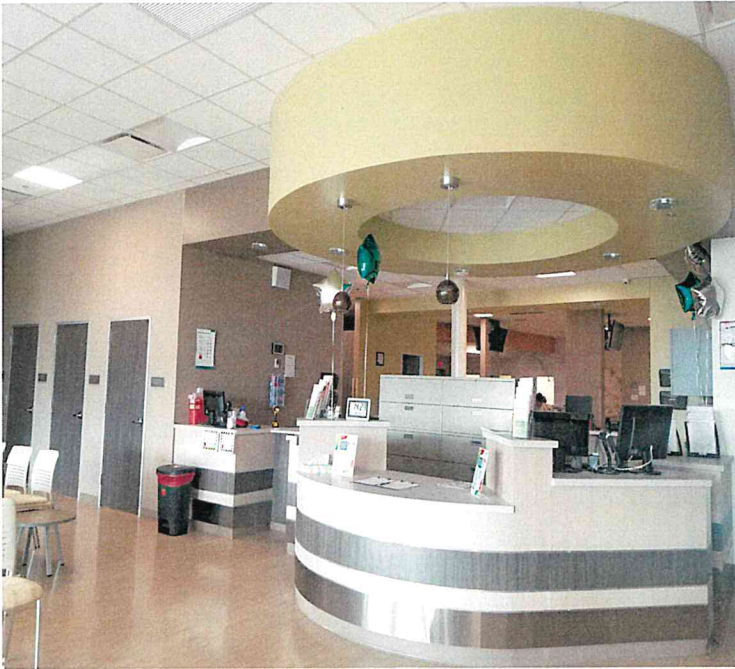
City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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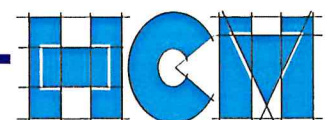
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GCAM, Inc.
Green Cross Plasma Center
Edinburg, Texas



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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City of La Joya
New City Hall & Renovations & New Public Safety Building
La Joya, Texas

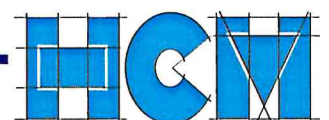


Texas Q, LLC
Bar-B-Cutie Smokehouse
Pharr, Texas



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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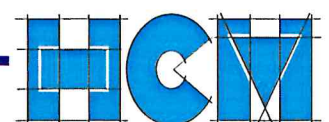
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City of Pharr
South Pharr Development & Research Center
Pharr, Texas



Proposal Response

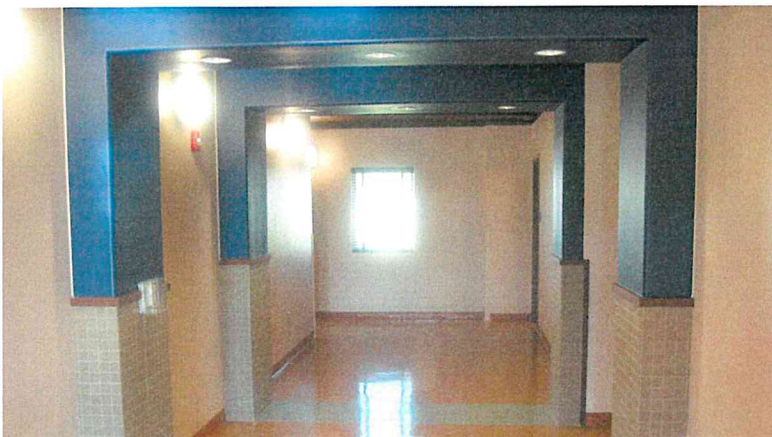
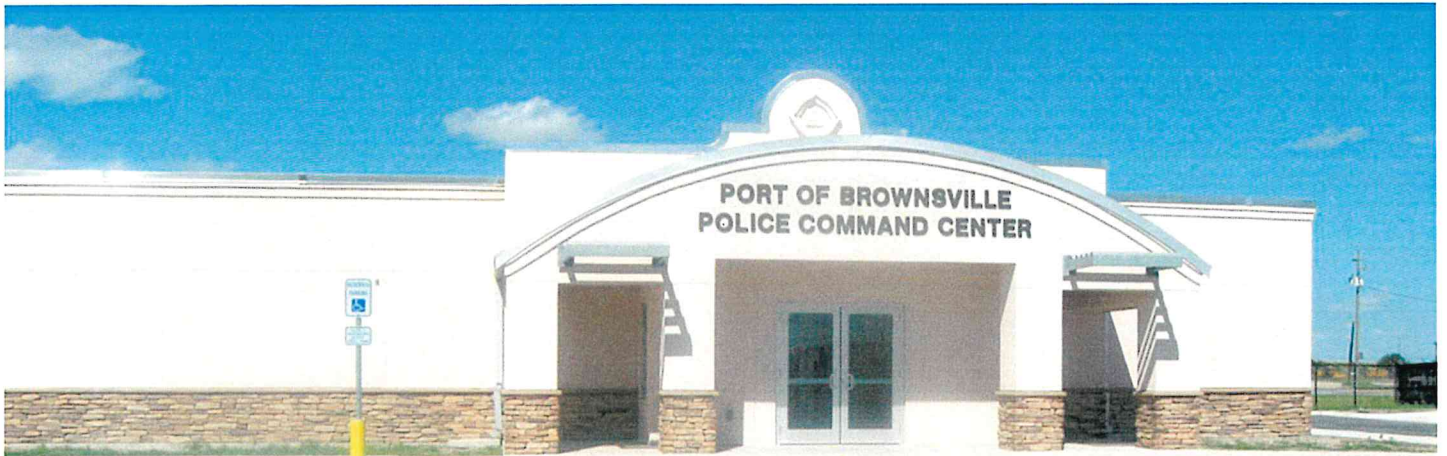
City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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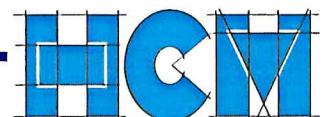
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Brownsville Navigation District
Port of Brownsville Command Center
Brownsville, Texas



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
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Mission Consolidated School District Tennis & Canopy Lighting Mission, Texas



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Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
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Work in Progress

Project: **Esparza Elementary School Heating & Air Condition (HVAC) Improvements Funded Through The Elementary Secondary School Emergency Relief (ESSER) Funds**

Owner: Edinburg CISD

Architect: Sigma HN Engineers, PLLC

Type of Construction: HVAC

Cost: \$2,233,000.00

Percentage Completed: 95%

Completion Date:

Project Manager: Michael C. Montalvo

Project: **MVC Workforce Center Bldg. D Automotive Lab, HVAC-R Classroom & Outdoor Lab & Welding Lab Expansion**

Owner: South Texas College

Architect: PBK Architects, Inc.

Type of Construction: New Construction & Renovation

Cost: \$ 4,188,000.00

Percentage Completed: 70%

Completion Date:

Project Manager: Michael C. Montalvo

Project: **Pecan Campus North Academic Humanities Building P Renovations For Administrative and Support Service offices RFP# 22-23-1062**

Owner: South Texas College

Architect: Able City, LLC

Type of Construction: Renovations

Cost: \$ 689,000.00

Percentage Completed: 90%

Completion Date:

Project Manager: Michael C. Montalvo

Project: **MID Valley Campus Building H-Phase I Roof Replacement RFP#22-23-1063**

Owner: South Texas College

Architect: Milnet Architectural Services, PLLC

Type of Construction: Roof Renovation

Cost: \$ 666,000.00

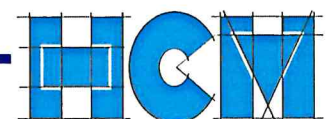
Percentage Completed: 85%

Completion Date:

Project Manager: Michael C. Montalvo

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



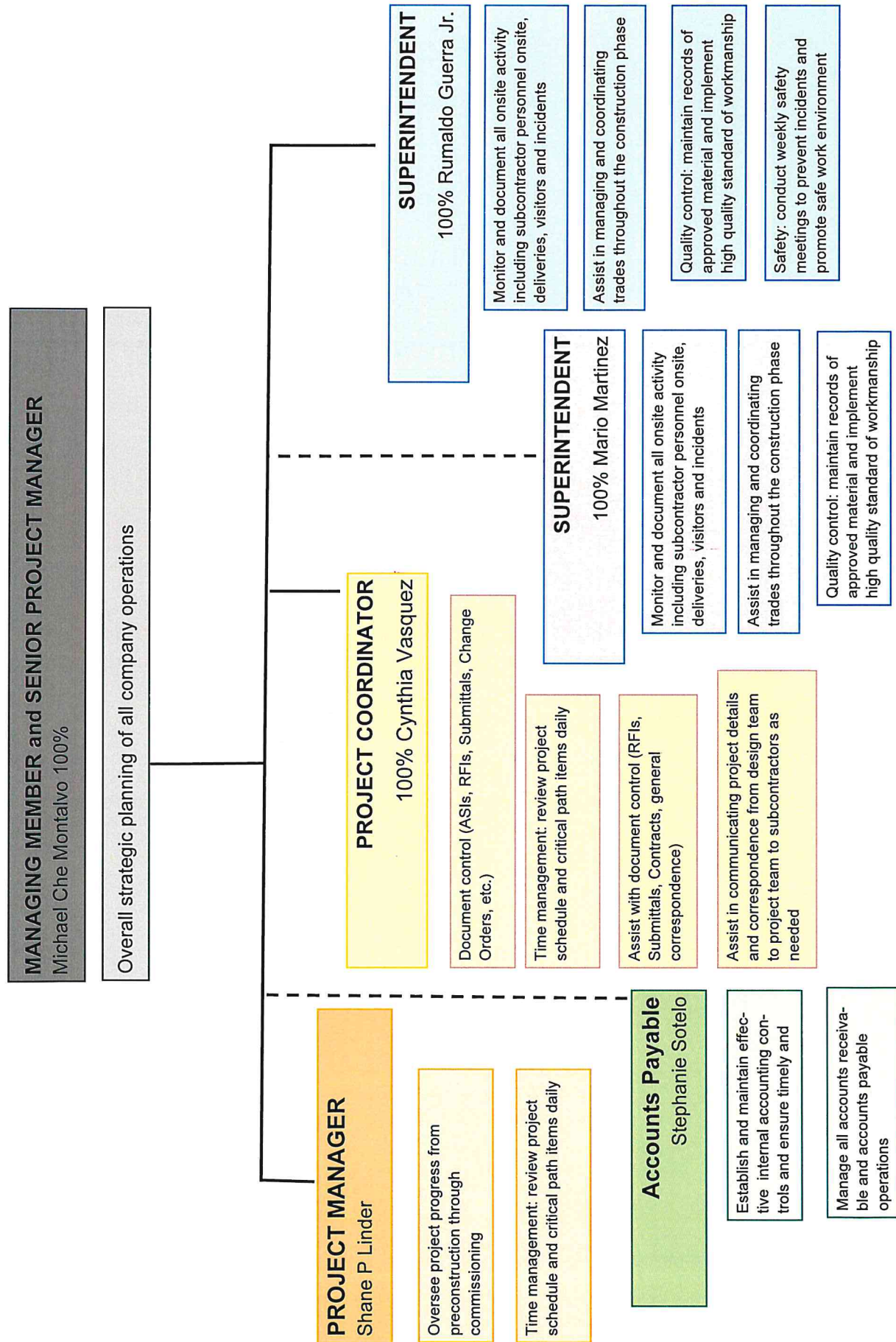
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6. Key Personnel



PROJECT TEAM ORGANIZATIONAL CHART



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Senior Project Manager

MICHAEL CHE MONTALVO, 956-212-4915

Mr. Michael Che Montalvo has over 19 years of experience in the construction industry. As Manager of Holchemont, Ltd., Mr. Montalvo leads the project team in maintaining quality and cost control on every project from preconstruction to commissioning. Mr. Montalvo is the primary contact for the Owner and Design Team, attending construction meetings and walkthroughs with the Project Superintendent. Responsibilities include development of detailed cost proposals, negotiations and issuance of subcontract agreements; development of construction schedules; coordination of preconstruction activities and overseeing administration of construction phase and providing executive directives and company commitments for each project.

Mr. Montalvo has overseen the following projects in the roles of Project Manager and/or Superintendent, from beginning to end of the project, throughout his career:

• Mission CISD Tom Landry Stadium Renovations	\$7.4M
• James "Nikki" Rowe High School Special Sys. Upgrades	\$2.4M
• Bar B Cuties Smokehouse, Pharr	\$1.3M
• Driscoll Children's Hospital Health Plan Offices	\$850K
• South Texas College Covered Area for Ceramic Arts Kiln	\$340K
• JE Dunn HCA Freestanding ER Department	\$780K
• Driscoll Children's Hospital Cardiology Clinic Renovation	\$214K
• McAllen High School Locker Room Renovations	\$611K
• Memorial High School Locker Room Renovations	\$546K
• McAllen High School Fire Alarm Improvements	\$2.2M
• Valley Baptist Medical Center Cath Lab Harlingen	\$345K
• Boot Jack Plaza, Boot Jack TI McAllen, TX -	\$1.4 M
• Rio Grande Regional Hospital RICU & PACU, McAllen, TX	\$550 K
• IDEA HQ Administrative Offices, Weslaco, TX	\$399K
• Inter National Bank, McAllen, TX -	\$1.1 M
• Tex Best Travel Center, Dilley, TX -	\$1.3 M
• Inter National Bank, Weslaco, TX -	\$1.3 M
• City of Escobares Fire Station, Escobares, TX -	\$475 K
• HCA Cath Lab Expansion VRMC, Brownsville, TX -	\$996 K
• Nuestra Clinica Del Valle, San Juan, TX -	\$1.4M
• Air Traffic Control Tower, Corpus Christi, TX -	\$18.7 M
• UTPA Classroom and Computer Center Building, Edinburg, TX	\$14.5 M
• Austin Convention Center Expansion & Remodel	\$72.2 M
• Edinburg North HS Auditorium and Renovation	\$7.24 M
• Lantana Trade Center, Harlingen, TX -	\$1.4 M

WORK HISTOR

HOLCHEMONT, LTD.

SpawGlass Contractors Inc

OSHA 30-Hour Certification

MANAGER

Superintendent

Present

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II

RFP No.. 24-003-12-11 / ERO Project No. 21052.01



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References for Michael Montalvo

McAllen ISD

Melissa Rodriguez

956-632-3200

Melissa.rodriguez@mcallenisd.net

Projects Completed for McAllen ISD

- McAllen High School Fire Alarm Upgrade
- McAllen & Memorial HS Locker Room Renovations
- Nikki Rowe HVAC Upgrades
- Nikki Rowe Special Systems Upgrades

CLK Architects & Associates

Andrea Riojas

361-884-3295

Driscoll -Dialysis Center

Driscoll—Cardiology Clinic

Driscoll –Health Plan Offices

Driscoll –Training Center

HCA/Gulf Coast Division Hospitals in McAllen and Brownsville

Robert Mason

713-852-1700

- VRMC Day Surgery Renovations
- HCA Freestanding Emergency Dept.
- RGRH - ER
- RGRH– PICU
- RGRH-NICU
- RGRH-CT

Milnet Architectural Services

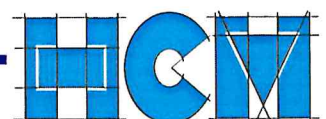
Rudy Molina

956-688-5656

rudym@milnet-archservices.com

Project completed

- La Joya New City Hall & New Public Safety Building
- Sharyland Water Supply Corp New Building



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Superintendent/Safety Coordinator RUMALDO GUERRA, JR. 956-222-6008

Rumaldo Guerra, Jr. has over 19 years of experience in the construction industry. As Project Superintendent, Mr. Guerra possesses strong project management, communication and coordination skills. Responsibilities include organization and mobilization of field operations, assisting in the development of the project schedule and managing all on-site activity. Mr. Guerra provides leadership in the areas of quality control, safety and accident prevention programs. Setting an example of professional and proactive leadership is a top priority. Detailed documentation of all construction activities on and off the field are submitted to our home office daily; short term schedules are submitted on a weekly basis. Mr. Guerra assists the project team in review of submittals, shop drawings and as-built documents to ensure documents are complete, accurate and in conformance with the project documents.

Mr. Guerra has overseen the following projects, from beginning to end, as the role of Project Superintendent throughout his career:

• Valley Baptist Medical Center IR Room	\$310K
• PSJA ISD Cano Freezer/Cooler Addition	\$1.4M
• Driscoll Children's Hospital Health Plan Offices	\$850K
• Hidalgo Co. Equipment & Maintenance Facility	\$1.6M
• Driscoll Children's Hospital Cardiology Clinic Renovation	\$214K
• McAllen High School Fire Alarm Upgrade	\$2.2M
• South Texas College Parking Lot Improvements	\$409K
• STET Horizon Middle School Classrooms	\$894K
• Hidalgo Co. Precinct I New Constable Offices	\$772K
• Driscoll Children's Hospital Valley Dialysis Center	\$826K
• Nuestra Clinica Del Valle, San Juan, TX	\$1.4M
• Inter National Bank, Weslaco, TX	\$1.4M
• Boot Jack Plaza, Boot Jack TI, McAllen, TX	\$1.4M
• Nolana Strip Center, McAllen, TX	\$285K
• Pollo Palenque Restaurant Remodel, McAllen, TX	\$345K
• Villarreal Restaurant, McAllen, TX	\$650K
• IDEA HQ Administrative Offices, Weslaco, TX	\$399K
• Tex-Best Travel Center, Dilley, TX	\$1.3M
• Foley's Remodel, McAllen, TX	\$5M

WORK HISTORY:

HOLCHEMONT, LTD.

SpawGlass

Williamson Construction

Superintendent

Superintendent

Superintendent

2004 - Present

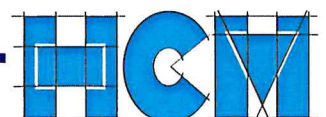
2000-2004

1996-2000

TRAINING: OSHA 10-Hour Certification

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

References for Rumaldo Guerra

Milnet Architectural Services

Rudy Molina,

Architect

956-688-5656

rudym@milnet-archservices.com

Projects completed

- Sharyland Water Supply Corp New Building

South TX College

Sam Saldana,

Facilities, Planning & Construction Project Manager

956-872-3735

ssaldana@southtexascollege.edu

Projects Completed

- STC NAH McAllen Campus Student Services Renovations
- STC STARR County Student Services Renovations

HCA Healthcare

Sergio Loya,

Owners Rep.

956-350-7000

Sergio.loya@hcahealthcare.com

Projects Completed

- Various Department Renovations

CLK Architects & Associates

Andrea Riojas

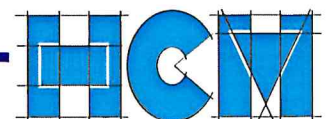
361-884-3295

Driscoll -Dialysis Center

Driscoll—Cardiology Clinic

Driscoll –Health Plan Offices

Driscoll –Training Center



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Project Manager

SHANE P. LINDER, M.SC.

Shane P Linder Project Manger has over 25 years of experience in the construction industry. As Project Manager, Mr. Linder works closely with the Superintendent and other technical team members to provide management support on projects that range in size, scope and complexity. Mr. Linder possesses strong management and coordination skills to deliver attentive service and support to the client and design team while working efficiently in a fast-paced environment. Practical knowledge and experience coupled with excellent bilingual verbal and written communication skills allows Mr. Linder the ability to deliver information both accurately and timely. Responsibilities include assisting in the procurement of proposals and material quotations; negotiating and preparing purchase orders and subcontract agreements; managing, monitoring and evaluating the performance of all subcontractors from start-up throughout commissioning; conducting site visits to ensure quality control practices are enforced; conducting coordination meetings with the client and design team; organization and distribution of all correspondence and communication through the preconstruction, construction, closeout and commissioning phases of a project..

Experience:

Holchemont Ltd.

Position: Project Manager

March 2023 – Present

SAMES, Inc. – McAllen, Texas

Position: Construction Estimator

Sept. 2020 – March 2023

Peterson Construction Inc. - McAllen Texas

Position: RGV Regional Project Manager & Estimator

July 2015 – September 2020

Alpha Building Corporation – Harlingen, Texas

Positions: Estimator & Project Manager

February 2014 – July 2015

Rigney Construction & Development LLC – Edinburg, Texas

Position: Project Manager & Estimator

May 2012 – February 2014

Roth Construction, Inc – Victoria, Texas

Position: RGV Regional Project Manager

March 2007 – April 2012

Enriquez Enterprises Inc.- Edinburg, Texas

Position: Project Manager

July 2004 – March 2007

Moorhouse Construction – Corpus Christi, Texas

Position: Project Manager & Estimator

September 2002 – June 2004

Terrasol Restoration & Renovation – Kasota, Minnesota

Position: Estimator & Project Scheduler

May 1997 – April 1998

Education:

Minnesota State University, Mankato
Mankato, Minnesota 56001
Graduation: 1999

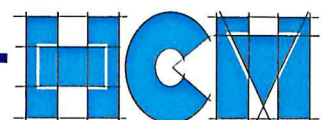
Bachelor of Science (BS)
Construction Management
Business Administration

Universidad de Montemorelos
Montemorelos, Nuevo Leon, México
Graduation: 2021

Master of Science (M.Sc.)
Psychology

Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01



HOLCHEMONT, LTD.

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7. Safety



Proposal Response

City Of San Juan Park and Rec Youth Center and Park Phase—II
RFP No.. 24-003-12-11 / ERO Project No. 21052.01

Page 154



HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Safety Approach

Our safety program includes safety plans, policies, and process which reference industry standard guidelines. High hazard tasks have specific rules and guidelines that require understanding from all parties involved prior to Performing said tasks. Overall and specific Job Safety Analysis (JSA) will be developed with participation of all Employees, subcontractors, and visitors. Signs and notifications through out the job site will be made clear at Personal Protective Equipment (PPE) will be required, with no exceptions.

The Safety Team will consist of the company's Manager, Project Manager, Superintendent(s), and 3rd party Safety Personnel. Each team member has completed company specific safety courses, and OSHA training, New Silica Standard Training, and First Aid Training.

Please see attached OSHA logs and Holchemont, Ltd.'s Safety Policy.

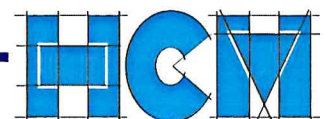


EXHIBIT C

All work performed under this contract shall be performed in a safe and orderly manner that will not create a hazard to health and property. The implementation of safe working practices and the safety of equipment and facilities shall be subject to review for compliance by HOLCHEMONT, LTD. However, approval does not constitute direction to employ specific safety practices nor does it relieve the Subcontractor from its responsibility for safety. Failure of the Subcontractor to comply with safety regulations and/or to conduct activities in a safe manner shall constitute cause for issuance of a Safety Violation Notice or a Stop Work Order.

The Subcontractor shall be responsible for full compliance, including compliance by lower-tier subcontractors, with all applicable standards OSHA and EPA, federal, state and local laws, statutes and regulations. Any willful violation, refusal or failure to abate violations of safety and health standards or rules may be justification for removal of Subcontractor personnel from the site and/or contract termination.

HOLCHEMONT, LTD reserves the right to invoke the Occupational Safety and Health Administration (OSHA) general duty clause on any operation which, in the opinion of HOLCHEMONT, LTD, is being conducted in an unsafe manner, even though the infraction is not specifically spelled out in the regulations or this document.

HOLCHEMONT, LTD will make inspections under the Occupational Safety and Health Administration (OSHA) format and require corrective actions for all deficiencies discovered. Any willful violation, refusal or failure to abate violations of safety and health standards or rules may be justification for removal of Subcontractor personnel from the site and/or contract termination.

HOLCHEMONT, LTD is committed to providing a safe working environment on all of our projects. In order to maintain a safe and healthy workplace, HOLCHEMONT, LTD will require drug testing of all subcontractor employees of any tier who will be working on this jobsite.

Attached hereto are HOLCHEMONT, LTD "Mandatory Safety, Health and Work Rules", "Statement of Policy on Fall Protection and Prevention" and "Substance Abuse Policy Acknowledgement". These rules are for the protection and benefit of all employees on the Project. Violation of any of the rules by Subcontractor's employees will be sufficient grounds for immediate discharge from the project site. Subcontractor further agrees that, prior to starting work, each subcontractor employee shall be provided with, and required to read and acknowledge receipt of, HOLCHEMONT, LTD'S Mandatory Safety, Health and Work Rules, Statement of Policy on Fall Protection and Prevention and Substance Abuse Policy Acknowledgement, which are attached hereto as part of Exhibit "C". Subcontractor further agrees that although subcontractor is responsible for the safety and health of its employees, HOLCHEMONT, LTD shall have the right to immediately remove from the jobsite any subcontractor personnel engaging in conduct in violation of the Safety, Health and Work Rules, Fall Protection and Prevention Policy or Substance Abuse Policy Acknowledgement contained herein.

HOLCHEMONT, LTD

900 N Main St
McAllen, TX 78501

HOLCHEMONT, LTD MANDATORY SAFETY, HEALTH AND WORK RULES

Accident prevention is a significant part of everyone's job. It is important that the tools, machines, material and buildings in which one works are maintained to eliminate hazards, which can cause injuries to the employee.

The rules listed are for the protection and benefit of all employees on every HOLCHEMONT, LTD'S job site. Violation of any of these rules or any OSHA regulation will be sufficient grounds for immediate removal from the project dependent upon the seriousness and/or repetition of the violation.

1. Report any unsafe practice and unsafe condition to your supervisor; abide by the Safety Regulations at all times.
2. All injuries, no matter how slight, must be reported to your supervisor immediately on the day of occurrence. An accident report must be filed within 2 hours of the occurrence. **Failure to properly report an incident and to file an accident report within the specified time period may delay or jeopardize a claim for medical treatment and/or benefits provided under any federal, state, or local laws and regulations.**
3. Submitting false or fraudulent information when reporting an accident or injury is unlawful and will be cause for dismissal and possible litigation to the extent of the law.
4. In the event a work assignment will expose the employee or a group of employees to a potentially serious or life threatening hazard generated by lack of control of the energy source, the energy source shall be locked-out and tagged.
5. All site personnel must attend a minimum of one toolbox meeting per week. Documentation relevant to the meetings must be presented to the project superintendent weekly, with the names and signatures of all employees in attendance.
6. Employees shall wear and properly use safety harnesses, lanyards, and the associated fall protection equipment as dictated by the work task being performed; such as work from elevated work locations, working in a mobile elevated work platform, a suspended scaffold, above an impalement hazard or other severe hazard, etc...
7. A Confined Space Entry Permit shall be requested, processed, issued and posted prior to employee entry into any confined space. Some locations, and certain types of work activities, may require additional permits for confined space entry. Employees must be properly trained prior to working in a confined space, so if you don't understand this rule you shouldn't be working in an enclosed and potentially hazardous work space. If you don't know -- ASK!!! (A 4 ft. deep trench may be a confined space.)
8. Ladders shall be used only for the purpose for which they were designed; do not use a stepladder as a straight ladder or use extension ladder sections separately. Ladders shall be maintained free of oil, grease, and other slipping hazards and shall be inspected for structural defects prior to use. Non-self-supporting ladders shall be used at the proper angle and shall be tied-off or otherwise secured to prevent accidental displacement.
9. All scaffolds shall be erected, inspected and maintained in accordance with the manufacturer's recommended safe work practices with particular attention to the suitability and stability of the footing, the structural soundness of any anchorage points required, and the proper installation of the decking, guardrails and toe boards. Ladders, stairways or other suitable means of access to working levels shall be provided and used by all personnel.

10. Inspect all tools and equipment prior to each use. Do not attempt to repair tools or equipment, instead report any defect to your supervisor. USE DEFECT TAGS!
11. Do not use, attempt to repair or otherwise tamper with any defective equipment. Report all defective equipment to your supervisor immediately.
12. The misuse of tools and equipment or circumventing safety devices can result in injury. Do not use makeshift or "jerry-rigged" tools or equipment to perform your job. Always use the proper tools and equipment for the job; do not modify or redesign the tool to fit the job.
13. All fire protection and emergency equipment will be plainly marked and must be kept free of obstruction for emergency use. Fire extinguishers are to be located throughout the work area in plain view. Note the location(s) in your work area. Fire extinguishers that have been discharged or that have a broken seal shall be replaced and either taken to the designated location for servicing or reported to your supervisor.
14. Only authorized, qualified and supervised personnel are permitted to operate equipment, vehicles, valves, electrical switches and similar machinery.
15. Jumping on or off equipment or vehicles, either moving or stationary, is prohibited
16. Only designated vehicles shall be used for the transportation of personnel. Mobile cranes, forklifts, etc. shall not qualify as personnel transportation vehicles. Golf carts and "Gators" are limited to transporting the number of individuals who can be properly seated.
17. Smoking is prohibited in areas designated as "No Smoking" areas or near flammable or combustible materials or combustible material(s) storage areas.
18. Compressed gas cylinders shall be used and/or stored in a secure and upright position. Flashback arrestors are required on all gauges. When not in use, when cylinders are empty, in storage or are moved at any time, the valve protection caps shall be in place and secured. Empty cylinders shall be removed from the work area to the designated storage area, secured and marked accordingly.
19. When welding or burning - use proper goggles or face shield; welding gloves; insure flash shields/barriers are in place, if needed; and wind-up welding leads and hoses after use and/or at the end of the day.
20. Maintain good housekeeping at all times. Keep waste, debris, and rubbish cleaned up. Place lunch papers, cups, cans and other litter in trash receptacles. Discard and/or store oily rags and similar combustible materials in metal containers provided for that purpose.
21. Riding loads, slings, the ball, crane hook or other material hoisting equipment is prohibited.
22. Keep all machinery guards, guardrails, midrails and other protective devices in place at all times.
23. Be alert at all times to the conditions and work processes in your area and surrounding areas and with the presence of other workers and equipment so that you can foresee and avoid possible hazards.
24. Obey all common sense rules, signs, markings and instructions. Make sure you are familiar with those that apply directly to you. If you don't know - ASK!
25. Throwing or dropping materials from an upper elevation will be grounds for immediate and permanent dismissal from the project. Proper controlled lifting and lowering procedures should be used at all times.
26. When lifting, use the recommended lifting technique - bend your knees, grasp the load firmly, and then raise the load keeping your back as straight as possible. GET HELP FOR HEAVY LOADS.
27. Wear gloves when handling metal or other items that have sharp or sheared edges and to protect hands from chemical agents, hot and cold surfaces, and during activities having the potential for producing hand injuries.
28. Safety shoes are strongly recommended for all contractor employees. Sturdy work shoes or boots are mandatory and essential for foot protection. *Soft shoes* such as tennis-type shoes are inappropriate footwear for a job site and their use is prohibited.
29. A First Aid kit/supplies shall be available on the job site and placed in a conspicuous location(s). Each contractor employer on the site must provide a first aid kit for their employees.
30. Employees shall wear a non-conductive hard hat at all times while on the job site including during the performance of welding and grinding operations. All employees are required to wear safety glasses with side shields. Additional eye and face protection may be required while performing work tasks such as chipping concrete, grinding, handling chemicals, using demo or chop saw, etc.

31. Hearing protection is required in designated or posted areas and when performing high noise producing work tasks, such as operating a jackhammer, needle descender, etc...
32. All Personal Protective Equipment (PPE) including but not limited to hard hats, safety glasses, respirators, fall protection and hearing protection shall be furnished by subcontractor and shall be used as required. Hard hats and safety glasses must be worn at all times, including to and from building.
33. Shirts or coveralls are required; a tee shirt with sleeves is the minimum acceptable during hot weather. Loose fitting clothing can be hazardous. Shorts are prohibited, long trousers are required.
34. Keep clear of all operating equipment. Avoid pinch points and blind areas. Be alert to avoid swinging or suspended loads. Do not work or take a position under suspended loads. Install barricading or the appropriate flagging to warn other personnel in the area of overhead work or of other hazards.
35. The possession of firearms, explosives, or other weapons while on the job site is prohibited.
36. Insubordination, including refusal to obey reasonable orders of any supervisor during work time, is prohibited.
37. Deliberate destruction, defacing, marking on, abusing or theft of owner/company property is prohibited.
38. Restricting or attempting to restrict production, where applicable, is prohibited.
39. Violation of any posted safety rules or failure to use such safety devices and/or PPE as required by the law and/or HOLCHEMONT, LTD will be grounds for disciplinary action.
40. Sleeping during working hours, leaving the premises during working hours without permission, and conducting personal business on company time is prohibited.
41. The use or possession of intoxicants on the premises/job site during working hours, while operating company equipment/vehicles, or reporting to work under the influence is prohibited.
42. The use, during working hours or being under the influence of controlled substances, other than prescriptions issued by licensed medical personnel, is prohibited. Employees must notify their supervisor when utilizing prescribed controlled substances.
43. Fighting, assaulting, and physically or verbally abusing any employee is prohibited.
44. Falsification of any records, misrepresentation or withholding of facts to secure the job is cause for dismissal.
45. If any employee is served "Notice to Appear" or Answer as a result of legal notice arising out of a petition or claim filed through the course of employment on a HOLCHEMONT, LTD project, the employee shall contact the HOLCHEMONT, LTD Risk Management Department within 24 hours of service of such notice.
46. Misuse or removal from the premises without proper authorization of: any employee lists, blueprints, company records or confidential information of any nature is prohibited.
47. Unsatisfactory attendance, including unreported absence(s), tardiness, leaving early, leaving the work place prior to the start of breaks or lunch time and returning to the work place late from breaks or lunch time is prohibited.
48. Failure to report an absence is prohibited and failure to report an absence for three consecutive workdays will be considered a voluntary termination of employment.
49. Engaging in horseplay or disorderly conduct is prohibited and may be cause for dismissal.
50. Failure to perform work in a workmanlike manner, faulty work, inattentiveness to work or carelessness is cause for dismissal.
51. Discriminating against or harassing another employee because of their race, creed, color, sex, national origin, age or physical handicap is cause for dismissal.
52. Disregarding or removing signs, flagging, tags and/or signals placed to warn employees of a hazardous condition or protect employees during a "LOCK OUT" of a hazardous energy source(s) is cause for dismissal.
53. 15 M.P.H. speed limit on job sites, unless posted or otherwise notified.
54. No personal vehicles are allowed on the building pad or inside the building.
55. When parking is allowed on the construction site, it is a privilege. HOLCHEMONT, LTD assumes no responsibility for lost, stolen, or damaged vehicles.

56. Any variance for performing a work activity in a manner different than set forth herein and/or different than prescribed in the HOLCHEMONT, LTD'S Safety Program and/or different than any other safety rule, regulation, law or statute shall be documented and communicated on a site by site basis, preferably in the Site Specific Safety Program and related work rules.

If a variance has not been issued by HOLCHEMONT, LTD'S Safety Department it does not exist.

HARD HATS AND SAFETY GLASSES ARE MANDATORY!

FALL PROTECTION AND PREVENTION POLICY

Each employee (direct hire and tiered subcontractor) by review of this document is made aware of his or her obligation to comply with the safety rules and regulations governing, training of employees, the installation, inspection, maintenance and proper use of the required fall protection systems and personal fall protection equipment. Each employer shall provide and require each employee wear and properly use APPROVED safety harnesses, lanyards and associated equipment when the work task dictates, such as but not limited to; working in/operating aerial lifts, performing any task with a fall hazard greater than six (6) feet, as required by the Owner's policies, all applicable regulations and standards, and company safe work practices.

This policy shall be strictly adhered to and enforced to the extent that any employee found NOT using approved safety harnesses, lanyards, and all other fall protection equipment and/or devices as required shall be subject to disciplinary action up to and including immediate termination.

In accordance with the requirements of HOLCHEMONT, LTD safety and health policies and procedures, a copy of this document shall be given to each employee for review and signature. HOLCHEMONT, LTD will keep a copy of the signature page on file.

Each employee (direct hire and tiered subcontractor) shall utilize 100% fall protection practices.

The term "100% fall protection" means the design and use of a fall protection system such that no exposure to an elevated fall hazard occurs. All regulatory standards (i.e. OSHA, etc.), Owner contractual requirements and HOLCHEMONT, LTD safe work procedures will be strictly enforced. In the event one standard requires greater protection, the most stringent enforcement requirement shall be met.

This may require more than one fall protection system or a combination of prevention or protective measures. This may require, under certain conditions that a fall protection plan be written, specialized training be conducted for each task, and several other additional requirements be met prior to the commencement of work. Training will be each employer's responsibility.

When any employee is exposed to a potential fall hazard of 6 feet or more in height, at a minimum, the Subcontractor shall ensure that fall restraint and/or fall arrest systems are provided, installed and implemented according to the requirements in OSHA 29 CFR 1926 Subpart M, Fall Protection.

HOLCHEMONT, LTD SUBSTANCE ABUSE POLICY

I acknowledge that a Substance Abuse Policy and Enforcement Program is in effect on this job site and that, as a condition of employment, I must comply with the provisions of this Policy and shall abide by the rules and procedures specified for enforcement. I agree not to use, possess, sell or distribute alcoholic beverages, drugs or drug paraphernalia, *look-alike* drugs, firearms, weapons, explosives, ammunition, or other prohibited items on this job site. I understand that a violation shall result in my expulsion from this job site and may result in the termination of my employment.

I acknowledge and understand that I am subject to the drug testing requirements contained within the Substance Abuse Policy and Enforcement Program and recognize that as a precondition to my hiring, placement and/or continued employment that I will be required to undergo and successfully pass drug tests at the time of my hiring or enrollment, pre-assignment, on a random basis, for reasonable cause and after an accident or incident.

I acknowledge and understand my involvement in an accident or other circumstances may cause the Owner, Contractor or subcontractor to require me to have a urine, blood or saliva drug and/or alcohol test as called for in the Program. While my cooperation is voluntary, I understand that my failure to cooperate fully with the drug testing procedures, my refusal to submit to an alcohol or drug test, a positive test result, or any violation of the Substance Abuse Policy and Enforcement Program shall be sufficient cause for my expulsion from this job site.

This document does not supersede other job site rules but is in addition to them.

ACKNOWLEDGEMENT

I, the undersigned, have read and understand the so stated **HOLCHEMONT, LTD MANDATORY SAFETY, HEALTH AND WORK RULES, HOLCHEMONT, LTD 'S SUBSTANCE ABUSE POLICY, AND HOLCHEMONT, LTD 'S FALL PROTECTION POLICY.** I have received a personal copy of each of the above, attached to this form, and I understand violation of the rules may lead to dismissal. Also, if injured on the job, I must report immediately to my supervisor for care and instructions.

<u>PROJECT NAME</u> Project Name	<u>0000-000-00</u> Job No.
<u>Employer</u>	<u>Craft</u>
<u>Employee Name (Print)</u>	<u>Employee No.</u>
<u>Employee Signature</u>	<u>Date</u>

THIS FORM IS TO BE COMPLETED BY EACH EMPLOYEE ASSIGNED TO PROJECT.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries	0	0	0	0
(2) Skin disorders	0	0	0	0
(3) Respiratory conditions	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Holchemont, Ltd

Street 900 N Main St

City McAllen State TX Zip 78501

Industry description (e.g., *Manufacture of motor truck trailers*)

Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 9

Total hours worked by all employees last year 15160

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title Manager
Date 1/28/19
Phone 956-686-2901

Save Input

Form approved OMB no. 1218-0176

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Save Input

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Establishment information

Your establishment name Holchemont, Ltd
Street 900 N Main St.
City McAllen State TX Zip 78501
Industry description (e.g., *Manufacture of motor truck trailers*)
Commercial and Institutional Buildings
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 9
Total hours worked by all employees last year 16,226.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title [Blank]
Phone 956-686-2901 Date 01/29/2021

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of ... (M)	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries 0	0	0	0
(2) Skin disorders 0			
(3) Respiratory conditions 0			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name

Holchemont, Ltd

Street

900 N Main St

City

McAllen

State

TX

Zip

78501

Industry description (e.g., Manufacture of motor truck trailers)

Commercial and Institutional Bldgs

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees

7

Total hours worked by all employees last year

13,524.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Controller

Title

956-686-2901

Phone

01/31/2022

Date

Reset

Page 166



Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, and for both rates the instructions in paragraph (c).

(a) To find out the total number of recordable injuries and illnesses that occurred during the year, count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) To find out the number of injuries and illnesses that involved days away from work, count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) The number of hours all employees actually worked during the year. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

$$\frac{\text{Total number of injuries and illnesses} \times 200,000}{\text{Number of hours worked by all employees}} = \text{Total recordable case rate}$$

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

$$\frac{\text{Number of entries in column H + Number of entries in column I} \times 200,000}{\text{Number of hours worked by all employees}} = \text{DART incidence rate}$$

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by

various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses

0

X 200,000

÷

Number of hours worked by all employees

13,524.00

=

Total recordable case rate

0

Number of entries in Column H + Column I

0

X 200,000

÷

Number of hours worked by all employees

13,524.00

=

DART incidence rate

0

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Establishment information

Your establishment name Holchemont, Ltd.
Street 900 N Main St
City McAllen State TX Zip 78501
Industry description (e.g., *Manufacture of motor truck trailers*)
Commercial General Contractor
North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 7
Total hours worked by all employees last year 11,708.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive [Signature] Title [Signature]
Phone 956-686-2901 Date 01/31/2023

Reset



Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, and for both rates the instructions in paragraph (c).

(a) To find out the total number of recordable injuries and illnesses that occurred during the year, count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) To find out the number of injuries and illnesses that involved days away from work, count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) The number of hours all employees actually worked during the year. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X 200,000 ÷ Number of hours worked by all employees = Total recordable case rate

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X 200,000 ÷ Number of hours worked by all employees = DART incidence rate

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by

various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses		X	200,000	÷	Number of hours worked by all employees	=	Total recordable case rate
0		X	200,000	÷	11,708.00	=	0

Number of entries in Column H + Column I		X	200,000	÷	Number of hours worked by all employees	=	DART incidence rate
0		X	200,000	÷	11,708.00	=	0

Reset

Year 20 22
U.S. Department of Labor
Occupational Safety and Health Administration

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Please Record:
Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders: Complete an injury and illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help. Feel free to use two lines for a single case if you need to. Complete the 5 steps for each case.

Form approved OMB no. 1218-0176

city McAllen

Holchemont. Ltd

McAllen
city

TX
State

Step 2. Describe the case

Step 3. Classify the case
SELECT ONLY ONE circle based on the

Step 5.

(E)	(F)
Where the event occurred (e.g., <i>Loading dock north end</i>)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., <i>Second degree burns on right forearm from acetylene torch</i>)

(F)

most s

most serious outcome:

Enter the number of days the injured or ill worker was:

Select one column:

[illegible]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these burdens, contact the Office of Management and Budget, Paperwork Project Director (202) 395-7275, or the Office of Management and Budget, Paperwork Project Web site (<http://www.reg.gov>). Send comments to Washington, DC 20503. Do not send comments to this office.

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page



AGC

THE CONSTRUCTION
ASSOCIATION

Building Your Quality of Life

Certificate of Commendation

FOR EXCELLENT SAFETY RECORD

2021

Holchemont, Ltd

Zero Incidence Rate

Building - 1 to 49,999 Work Hours

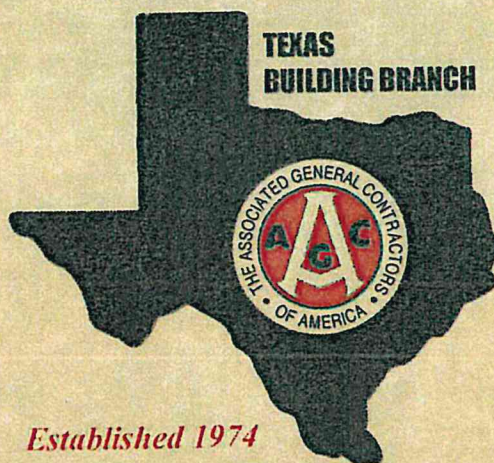


CHIEF EXECUTIVE OFFICER

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Certificate of Excellence

Texas Safety Award
Achievement in Jobsite Safety



Sponsored by:

CompGroup | **AGC**
Workers' Comp and More. BUILDING TEXAS

Presented to:

Holchemont, Ltd

Carli Van Noord
President

June 22, 2021

Certificate of Excellence

Texas Safety Award
Achievement in Jobsite Safety



Sponsored by:

CompGroup | **AGC**
Workers' Comp and More. BUILDING TEXAS

Presented to

Holchemont, Ltd

Cobi Van Arall
President

June 6, 2019

Certificate of Excellence

Texas Safety Award
Achievement in Jobsite Safety



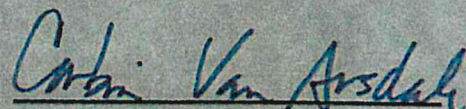
Sponsored by:

CompGroup | **AGC**
Workers' Comp and More. BUILDING TEXAS

Presented to

Holchemont Ltd

June 8, 2018


President

HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

8.

Reference Letters



OWNER'S REFERENCE LETTERS



June 20, 2016

To Whom It May Concern:

Dear Sir/Madam:

It is my pleasure to be able to provide this letter of recommendation on behalf of Holchemont, Ltd. and their staff.

As Project Manager for McAllen ISD, I oversee all construction projects for MISD. My experience working with Holchemont, Ltd. has been excellent. They are true professionals who bring important construction knowledge and outstanding management skills to their projects.

I worked with Holchemont, Ltd. on several projects and the entire team provided excellent service from preconstruction through commissioning and the warranty period. Their team of administrators, project managers, and superintendents are focused and experienced. Every aspect of the project was carefully managed to ensure that there was a smooth flow to the work. Their ability to provide timely cost information as various issues came up enabled our team to make informed decisions throughout the process. They addressed warranty work orders timely and with careful attention to quality of workmanship.

Our experience with Holchemont, Ltd., has shown that they are very knowledgeable, have quick response times, have an excellent construction administration process, and are flexible to work with and are very much client oriented. Anyone would be well served in choosing Holchemont, Ltd. as a general contractor for their upcoming project.

Please feel free to contact me at (956) 632-3200 if you require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa Rodriguez".

Melissa Rodriguez, Project Manager
Facilities Maintenance of Operations
McAllen ISD



HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

June 21, 2016

To whom it may concern:

Hidalgo County Precinct 2 is pleased to recommend the construction services provided by Holchemont, Ltd.

Holchemont, Ltd worked with us on the recent construction of our Field Operations Facility. Their team provided excellent service and were experienced, professional, and accessible.

Upon completion of the project, Holchemont, Ltd. continued to provide excellent service and support by responding promptly and attentively to all warranty work order requests.

If you should have any questions, please contact me at (956)787-1891.

Respectfully,

A handwritten signature in black ink, appearing to read "Erika Zamora".

Erika Zamora
Director of Administrative Operations



Gulf Coast Division
Facilities Services Group
7400 Fannin, Suite 650
Houston, Texas 77054

Phone: 713/852-1700
Fax: 713/852-1744

November 4, 2016

Re: Holchemont, Ltd.

Holchemont, Ltd. has participated in new construction and renovations in HCA/Gulf Coast Division hospitals in McAllen and Brownsville.

Holchemont, Ltd. has been responsible for many construction projects in HCA affiliated hospitals, each ranging in value from under \$10,000 to over \$4,000,000. Holchemont, Ltd. consistently produces excellent quality work on schedule, within budget and with a thorough understanding of the unique operational requirements inherent with construction activities in an occupied healthcare environment.

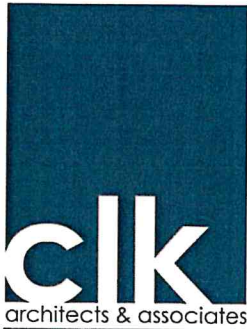
Please feel free to contact me if I can provide any additional information concerning the professional qualifications and abilities of Holchemont, Ltd. and its senior partners and managers.

Respectfully,

A handwritten signature in black ink, reading "Robert Mason", is written over a large, faint, stylized "M" that serves as a background for the signature.

Robert Mason
Director
Facilities Services Group
HCA/Gulf Coast Division

ARCHITECT'S/ ENGINEER'S REFERENCE LETTERS



08 August 2023

To Whom It May Concern:

It is my pleasure that I recommend Holchemont, Ltd. to you. Our team at **CLK Architects & Associates** have worked with the construction firm on several projects throughout the valley for over ten years. I have been a part of many of these projects and personally attest to the quality of their work and their professionalism through every stage of the project.

The entire Holchemont team has always performed all work to a very high standard and carries their commitment through to the warranty period for the client. Their service, support and reliability stand out among other construction firms.

Many of the clients that Holchemont has performed construction services for are repeat clients, which demonstrates the high satisfaction that is achieved at the completion of their work.

If you would like to contact me for additional information, please call 361-884-3295.

Sincerely,

CLK ARCHITECTS & ASSOCIATES, INC.

A handwritten signature in black ink, reading 'Andrea Riojas', with a stylized, cursive script.

Andrea Riojas, AIA
Principal Architect

August 8, 2023

To Whom It May Concern:

I am pleased to write this letter of recommendation for Holchemont, Ltd. Trinity MEP Engineering has had a working relationship with Holchemont since 2009. Since our relationship began, Holchemont has demonstrated itself to be a valuable and qualified firm. What is unique about Holchemont is that they have been receptive and are incredibly responsive to any questions or concerns that come up during projects.

Holchemont has a history of consistently providing detailed documentation and can be relied upon to execute fair assessment of change order pricing. Holchemont focuses heavily on quality, which allows the company to maintain a respectable image throughout the years.

I have had the pleasure of working with Holchemont on the South Texas College Science Lab Exhaust project as well as the Cantu Elementary Fire Sprinkler projects. I am commenting with tremendous respect that Holchemont has exceeded my expectations throughout our working relationship. The effectiveness of Holchemont is due to the firm's excellent communication and high level of professionalism.

Please feel free to contact me directly for further discussion on the qualifications of Holchemont.

Sincerely,



Leonardo Munoz, PE
President/ Owner
Trinity MEP Engineering

SUBCONTRACTOR REFERENCE LETTERS

CROSSROADS SPECIALTIES, L.L.C.

A Woman Owned Business

P.O. Drawer 270

El Campo TX 77437

Phone 361-575-4142 / 979-637-6263

Email: crspecialties@sbcglobal.net / crossroadspec@gmail.com

August 8, 2023

To Whom It May Concern:

Our firm has worked with Holchemont LTD for over 11 years and we have always enjoyed an excellent working relationship.

Holchemont has always allowed us to serve them as their specialty material supplier and has consistently shown an ability to work in a professional, courteous and expeditious manner.

It is of our opinion that Holchemont's quality of work and pursuit of excellence speaks for itself. As a supplier of such high volumes of material, it is imperative that we be paid in a timely manner. We at Crossroads Specialties, LLC have a very strict collection policy and are extremely satisfied with the payment schedules which payments have been received.

We recommend Holchemont, LTD as often as possible.

If you have any questions, please do not hesitate to call me at 361-575-4142.

Sincerely,



Linda Chanek
President

Letter of Reference from Supplier

OVERALL PROFESSIONALISM WHEN DEALING WITH HOLCHEMONT, LTD.:

Excellent XX Good Satisfactory Poor

PROVIDING INFORMATION ON A TIMELY BASIS:

Excellent XX Good Satisfactory Poor

HISTORY OF REMITTING PAYMENTS FOR INVOICES IN A TIMELY MANNER:

Excellent XX Good Satisfactory Poor

WILLINGNESS TO WORK WITH HOLCHEMONT, LTD. IN THE FUTURE:

Excellent XX Good Satisfactory Poor

PREPARED BY

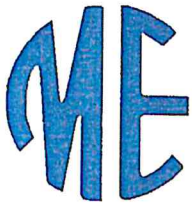
Company: Crossroads Specialties, LLC

Name and Title: Linda Chanek, President

Phone number: 361-575-4142

Email: crspecialties@sbcglobal.net

Signature: Linda Chanek



METRO
ELECTRIC, INC.
TECL# 17140

☒ **MAIN OFFICE**

1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ **BRANCH OFFICE**

5255 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

HARLINGEN, TX 78550
(956) 421-2600

WWW.METROELECTRIC-RGV.COM

May 5, 2017

To Whom It May Concern:

Our firm has worked with Holchemont, LTD. for approximately 11 years and have always enjoyed an excellent working relationship.

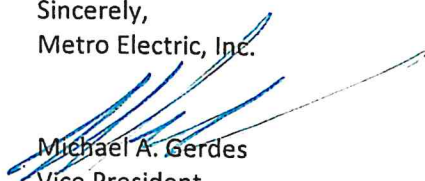
Holchemont, LTD. has always allowed us to serve them as their Electrical Contractor and has consistently shown an ability to work in a professional, courteous and expeditious manner.

It is our opinion that Holchemont, LTD's. quality of work and pursuit of excellence speaks for itself. As an Electrical Contractor of such high volumes of material and labor it is imperative that we be paid in a timely manner. We at Metro Electric, Inc. have a very strict collection policy and are extremely satisfied with the payment schedules which payments have been received.

We recommend Holchemont, LTD. as often as possible.

If you have any questions, please do not hesitate to call me at 956-686-2323 (Michael@metroelectric-rgv.com).

Sincerely,
Metro Electric, Inc.


Michael A. Gerdes
Vice President

COMMERCIAL • INDUSTRIAL

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints

Letter of Reference from Subcontractor

OVERALL PROFESSIONALISM WHEN DEALING WITH HOLCHEMONT, LTD.:

Excellent ☒ Good ☐ Satisfactory ☐ Poor ☐

PROVIDING INFORMATION ON A TIMELY BASIS:

Excellent ☒ Good ☐ Satisfactory ☐ Poor ☐

HISTORY OF REMITTING PAYMENTS FOR INVOICES IN A TIMELY MANNER:

Excellent ☒ Good ☐ Satisfactory ☐ Poor ☐

WILLINGNESS TO WORK WITH HOLCHEMONT, LTD. IN THE FUTURE:

Excellent ☒ Good ☐ Satisfactory ☐ Poor ☐

PREPARED BY

Company: Metro Electric, Inc.

Name and Title: Michael A. Gerdes, Vice President

Phone number: 956-686-2323

Email: Michael@metroelectric-rgv.com

Signature: 



TIMELINE FOR COMPLETION

E-Con believes the project timeline to substantially complete this project will be 450 calendar days. The preliminary schedule will be completed once the project is awarded to E-Con.

FAVORABLE & UNFAVORABLE REFERENCES

References are included in the attached forms (section VI) provided by Owner.

E-CON'S PERSONNEL

PROJECT SUPERINTENDENT:	Aaron Rodriguez
PROJECT MANAGER:	Ismael Adame
PROJECT ENGINEER:	Jaime Enriquez
PROJECT EXECUTIVE:	Gilbert Enriquez

The above list of proposed personnel includes their resumes in the qualification statement attached.

E-CON'S SAFETY RECORD

E-Con's safety record is exceptional. Econ has a full-time safety coordinator that reviews every project site daily and assesses each subcontractor's safety performance. Our safety coordinator conducts monthly safety meetings with subcontractors to ensure that safety is a priority on each of E-Con's projects. E-Con has not had an safety violations in the 14 years in business.

E-CON'S WARRANTIES

E-Con provides a warranty request form to the owner at substantial completion to utilize for any warranty work that needs attention. The form includes a description of the warranty item that needs to be addressed as well as the owner's point of contact. Once the warranty item is rectified, the warranty form is sent back to the Owner with a description of the work that was completed to rectify the issue. It includes the date the item was completed to have a record of all warranty requests.

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 - II

- B. Architect Project Number: 21052.01

1.03 DATE: 12-11-23 (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 ROAD
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. FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS

_____ dollars

(\$ 5,850,000.00), 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 FIFTY THREE THOUSAND dollars (\$ 53,000.00), 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 12-4-23.
 2. Addendum # 2 Dated 12-8-23.

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

E-Cov Group, LLC

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

[Signature] President

(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

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 - II
- C. Project Location: W Sioux Rd., San Juan, TX 78589.
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 21052.01.

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:
1. ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☒ _____ Dollars
 2. (\$_____).
 3. ADD ☐ DEDUCT ☐ NO CHANGE ☐ _____ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2:
1. ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☒ _____ Dollars
 2. (\$_____).
 3. ADD ☐ DEDUCT ☐ NO CHANGE ☐ _____ calendar days to adjust the Contract Time for this alternate.



CONTRACTOR: (Name, legal status and address)

E-Con Group
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
512 S. Nebraska
San Juan, Texas 78589



BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: (Name, location or address, and Project number, if any)

San Juan Parks & REC Youth Center, Phase II Building

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 11th day of December, 2023.

E-CON Group

(Principal)
Gilbert Enriquez, President
(Title)

(Seal)

NGM Insurance Company

(Surety)
Andy Alvarez
(Title)

(Seal)

Attorney-in-Fact

(Witness)

(Witness)



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, Dillon Minns** _____

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 11 day of December 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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.

12-11-23

Date

E-Cow Group, LLC

Company Name

GES

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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. 24-003-12-11 City of San Juan Parks and Rec Park – Phase -

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 YOUTH CENTER AND PARK Phase - II.***
- 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

- 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.

12-11-23

Date

E-Pow Group, LLC

Company Name

GL

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

SECTION III

INSURANCE INFORMATION

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II **RFP NO. 24-003-12-11**

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

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

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

PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME:	COMMERCIAL DEPARTMENT		
		PHONE (A/C, No, Ext):	(956)685-1936	FAX (A/C, No):	(956)781-5247
		E-MAIL ADDRESS:	CERTIFICATES REQUEST: INFOCL@VIP-INS.NET		
INSURED	E-CON GROUP LLC P. O. BOX 2999 EDINBURG TX 78539-	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : KEMPER SPECIALTY			
		INSURER B : Kinsale Insurance Company		38920	
		INSURER C : STARSTONE SPECIALTY INS SE			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

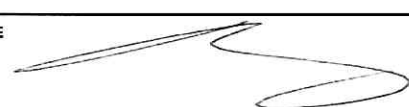
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒ ☒	ESG0062731	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒ ☒	542-86008-7638-001	12/31/2022	12/31/2023	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 \$		88627C222ALI	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

AI 126329

E-CON GROUP LLC ***INSURANCE PURPOSES*** PO BOX 2999 EDINBURG TX 78540-299	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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CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

RFP NO. 24-003-12-11

PLEASE PROVIDE REFERENCES FOR SIMILAR PROJECTS YOUR COMPANY HAS PERFORMED DURING ANY OF THE LAST FIVE (5) YEARS.

1. MUNICIPAL / ENTITY: TROPICAL TEXAS BEHAVIORAL HEALTH
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: EDINBURG, TX 78541
CONTACT PERSON: TERRY CROCKER
POSITION / TITLE: EXECUTIVE DIRECTOR
PHONE # / E-MAIL ADDRESS: 956.289.7258 / tcrocker@tbbh.org
DESCRIBE THE PROJECT: ADMIN. OFFICES
COST OF PROJECT \$ 6.3M
SIZE of PROJECT 31,000 SQ FT YEAR COMPLETED: 2019
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: YES
2. MUNICIPAL / ENTITY: UNIVERSITY OF TEXAS - RGU
NAME OF CITY: _____
CITY, STATE, & ZIP CODE: EDINBURG, TX 78539
CONTACT PERSON: CARLOS ORTIZ
POSITION / TITLE: UNIVERSITY ARCHITECT
PHONE # / E-MAIL ADDRESS: 956.867.6969 / juan.ortiz@utrgu.edu
DESCRIBE THE PROJECT: LANDSCAPING / OUTDOOR AMPHITHEATRE
COST OF PROJECT \$ 4.4M
SIZE of PROJECT 30,000 SQ FT YEAR COMPLETED: 2023
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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

LIST OF REFERENCES

3. MUNICIPAL / ENTITY:

NAME OF CITY: PSJA 150
CITY, STATE, & ZIP CODE: PHARR, TX 78577
CONTACT PERSON: DAVID IGLESIAS
POSITION / TITLE: ARCHITECT
PHONE # / E-MAIL ADDRESS: 210.432.4074 / david.iglesias@pbk.com
DESCRIBE THE PROJECT: 2 NEW SWIMMING POOLS w/ CANOPY
COST OF PROJECT \$ 11.8M
SIZE of PROJECT 40,000 SQ FT YEAR COMPLETED: 2020
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: YES

4. MUNICIPAL / ENTITY:

NAME OF CITY: UNIVERSITY OF TEXAS - RGU
CITY, STATE, & ZIP CODE: EDINBURG TX 78539
CONTACT PERSON: CARLOS ORTIZ
POSITION / TITLE: ARCHITECT
PHONE # / E-MAIL ADDRESS: 956 867.6999 / juan.ortiz@utrgu.edu
DESCRIBE THE PROJECT: SOCCER & TRACK BUILDINGS
COST OF PROJECT \$ 7.4M
SIZE of PROJECT 37,000 SQ FT YEAR COMPLETED: 2023
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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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: _____

12-11-23
Date

E-Cow Group, LLC
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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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-CON GROUP, LLC

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): GILBERT ENRIQUETA

DATE: 12-11-23

***** 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): _____

12-11-23
Date

E-CON GROUP, LLC
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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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 _____

U/A

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, Guillermo Enriquez,
(Print/Type Name of Company Officer)

have read the Standard Terms and Conditions (Section I), 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 ROAD

CITY, STATE, ZIP CODE EDWYBURG TX 78539

AREA CODE/TELEPHONE/FAX 956-259-8005 EMAIL genriquez@econgroup.us

[Signature] SIGNATURE President TITLE 12-11-23 DATE

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

RFP NO. 24-003-12-11

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-Cow 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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-Cow 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-Cow Group, LLC

By: GILBERT ENRIQUETA Title: PRESIDENT

Signature: [Signature] Date: 12-11-23

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

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 EDINBURG, 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)

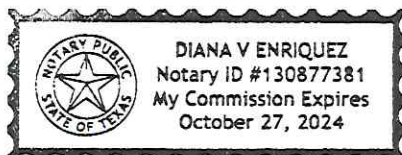
[Signature]
Signature of Company Representative

12-11-23
Date

On this the 17th day of DECEMBER, 20 23, 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

12-11-23
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

PURCHASING DEPARTMENT
CITY OF SAN JUAN

I, GILBERT ENRIQUEZ (Person name), the undersigned representative
of E-COU GROUP, LLC / 3025 S. SUGAR ROAD 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:

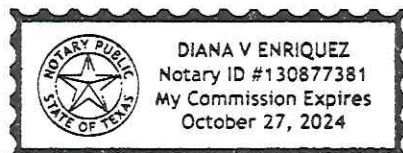
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

12-11-23
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 11th day of DECEMBER, 20 23, 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
12-11-23
Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 City of San Juan Parks and Rec Park – Phase -

7.7 - Firm Information and Personnel

1. Name of Firm E-CON GROUP, LLC
Address 3025 S. SUGAR ROAD
City, State, Zip Code EDINBURG TX 78539
Phone # 956.259.8005 Fax # 956.259.8009
Employer I. D. Number 27-0567106 Year Established: 2009

Type of organization:

Partnership _____

Professional corporation _____

Corporation _____

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) ☒ SINGLE MEMBER

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name GENIBERT ENRIQUETA

Title PRESIDENT

Phone # 956.293.0178

E-Mail Address: genique2@econgroup.us

Total Years with this company: 14 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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK - Phase - II

RFP NO. 24-003-12-11

**Please fill out this form and fax or email immediately to
City of San Juan if you intend to submit a proposal.**

Company Name E-Cow Group, LLC

Address 3025 S. SUGAR RD

City EDINBURG State TX Zip 78539

Telephone Number 956. 259. 8005

Fax Number 956. 259. 8009

Contact Name Guillermo Enriquez

Email Address genriquez@ecogroup.us

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.

E-CON GROUP, LLC

Company

[Signature]

Signature

GILBERT KUNZOW

Authorized Representative (Print)

12-11-23

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-CON Group, LLC
COMPANY

[Signature]
SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

GABRIEL BARRAL PROCURER
NAME (TYPE OR PRINT) TITLE

956-259-8005 956-259-8009 gabriel2@econgroup.us
PHONE FAX E-MAIL

12-11-23
DATE

FEDERAL ID# OR SOCIAL SECURITY #: 27-0567106

ORDER ADDRESS:
3025 S SUGAR RD.
EDINBURG TX 78539

REMITTANCE ADDRESS:
3025 S. SUGAR RD.
EDINBURG, TX 78539

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. E-Cou Group, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► 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. PO Box 2999	Requester's name and address (optional)	
6 City, state, and ZIP code EDINBURG TX 78540		
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.

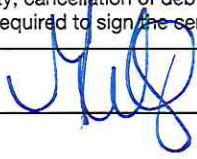
Social security number	
or	
Employer identification number	
27	0567106

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 ► 12-11-23
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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.

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 ⁴
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 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.

E-CON 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

12-11-23

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.

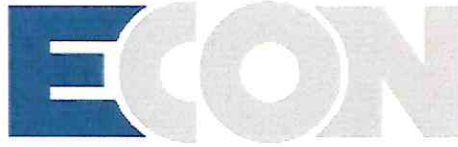
FORM 1295 CERTIFICATE OF INTERESTED PARTIES

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.

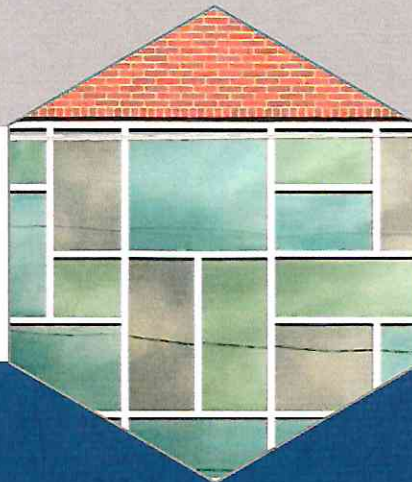
QUALIFICATION STATEMENT

Presented by:

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com



**ENRIQUEZ
CONSTRUCTION
GROUP LLC**



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

NAME OF PROJECT

City of San Juan Parks and Rec Youth Center and Park Phase II Building

ADDRESS

West Sioux Road, San Juan, Texas

SUBMITTED BY

E-Con Group, LLC

NAME

Gilbert Enriquez

ADDRESS

P.O. Box 2999
Edinburg, TX 78540

PRINCIPAL OFFICE

3025 South Sugar Road
Edinburg, TX 78539

TYPE OF WORK

General Construction
Construction Manager at Risk

ORGANIZATION

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS AS A CONTRACTOR?

14 Years

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME?

14 Years

UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

N/A

IF YOUR ORGANIZATION IS A CORPORATION, ANSWER THE FOLLOWING:

DATE OF INCORPORATION: 2009

STATE OF INCORPORATION: Texas

PRESIDENT'S NAME: Gilbert Enriquez

VICE-PRESIDENT'S NAME(S): N/A

SECRETARY'S NAME: N/A

TREASURER'S NAME: N/A

LICENSING

LIST JURISDICTIONS AND TRADE CATEGORIES IN WHICH YOUR ORGANIZATION IS LEGALLY QUALIFIED TO DO BUSINESS, AND INDICATE REGISTRATION OR LICENSE NUMBERS, IF APPLICABLE.

N/A

LIST JURISDICTIONS IN WHICH YOUR ORGANIZATION'S PARTNERSHIP OR TRADE NAME IS FILED

N/A

EXPERIENCE

LIST THE CATEGORIES OF WORK THAT YOUR ORGANIZATION NORMALLY PERFORMS WITH ITS OWN FORCES.

Concrete, Drywall, Acoustical Ceilings, Plaster, Masonry, Painting, Flooring and Ceramic Tile

HAS YOUR ORGANIZATION EVER FAILED TO COMPLETE ANY WORK AWARDED TO IT?

No.

ARE THERE ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDINGS OR SUITS PENDING OR OUTSTANDING AGAINST YOUR ORGANIZATION OR ITS OFFICERS?

No.

HAS YOUR ORGANIZATION FILED ANY LAW SUITS OR REQUESTED ARBITRATION WITH REGARD TO CONSTRUCTION CONTRACTS WITHIN THE LAST FIVE YEARS?

No.

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?

No.

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.

Review Attachment A.

STATE TOTAL WORTH OF WORK IN PROGRESS AND UNDER CONTRACT:

\$5 Million

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.

Review Attachment B.

STATE AVERAGE ANNUAL AMOUNT OF CONSTRUCTION WORK PERFORMED DURING THE PAST FIVE YEARS:

\$18 Million

ON A SEPARATE SHEET, LIST THE CONSTRUCTION EXPERIENCE AND PRESENT COMMITMENTS OF THE KEY INDIVIDUALS OF YOUR ORGANIZATION.

Review resumes in Attachment C.

REFERENCES

TRADE REFERENCES

David Negrete, Negrete & Kolar Architects, LLP, 512.461.8810
Luis Figueroa, ROFA Architects, 956.648.0744
David Iglesias, PBK Architects, 210.632.4074
Terry Crocker, Tropical Texas Behavioral Health, 956.227.4214
Eddie Vela, EGV Architects, Inc., 956.821.7447

BANK REFERENCES

Greater State Bank, Cris Torres, 956.239.8014

SURETY: NAME OF BONDING COMPANY

Hartford Fire Insurance Company

NAME AND ADDRESS OF AGENT

Andy Alvarez 956-821-3306

FINANCING: FINANCIAL STATEMENT

Our audited financial statement is attached.

NAME AND ADDRESS OF FIRM PREPARING ATTACHED FINANCIAL STATEMENT:

Negrete & Castillo, LLP

IS THE ATTACHED FINANCIAL STATEMENT FOR THE IDENTICAL ORGANIZATION NAMED ON PAGE ONE?

Yes

WILL THE ORGANIZATION WHOSE FINANCIAL STATEMENT IS ATTACHED ACT AS GUARANTOR OF THE CONTRACT FOR CONSTRUCTION?

Yes

SIGNATURE

Dated this 11th day of December, 20 23

Signature: _____

Printed Name: Gilbert Enriquez

Title: President

Name of Organization: E-Con Group, LLC

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 11th day of December, 20 23

Notary Public: _____

My commission expires: 10-27-24

HIDALGO COUNTY PRECINCT 1 SUNSET PARK OPERATIONS FACILITY

Contract Amount \$1.66 M
To be completed August 2021
No Change Orders

Owner/Client:

David Fuentes
Hidalgo County Pct. 1
Commissioner
1902 Joe Stephens Ave.,
Ste.101
Weslaco, Texas 78596
956.968.8733

Architect:

Eli Alvarado, Principal
Alvarado Architects &
Associates, Inc.
307 S. Main Street
Donna, Texas 78537
956.334.4145



A new Operations Facility of approximately 9,360 square feet will be constructed for Hidalgo County Precinct 1. The new Operations facility will house an administration area of approximately 5,000 square feet which will include offices, a dispatch area, safety area, break room, storage and 4,360 square feet of a garage area with three bays which includes a locker area, parts storage, and a mechanic shop. Site work will include new parking for visitors and ADA requirements.

Managing Principal: Gilbert Enriquez

Delivery Method: CSP



SOUTH PADRE ISLAND PR100 MEDIAN BOARDWALK SIDEWALK IMPROVEMENTS

Contract Amount \$7.5 M
To be completed May 2021
No Change Orders

Owner/Client:

Jon Wilson, Asst. Public
 Works Director
 City of South Padre Island
 4601 Padre Blvd.
 South Padre Island, Texas
 78597
 956.943.4000

Architect:

Brad Rusk, CPC, CCCA
 Kimley-Horn
 2201 West Royal Lane,
 Ste. 275
 Irving, Texas 75063
 214.420.5622



This project consists of 4 miles of medians and sidewalks on the main Padre Boulevard. There are turning lanes, signage, landscaping, decorative lighting, traffic signals and brick pavers inside median areas. The project also includes a boardwalk over a natural wetland area that the City of South Padre Island wants to preserve as a natural habitat for marine life. The project is a partnership between the City of South Padre Island and the Texas Department of Transportation.

Managing Principal: Gilbert Enriquez

Delivery Method: CSP



TROPICAL TEXAS BEHAVIORAL HEALTH AMBULATORY SERVICE CENTER

Contract Amount \$5.09 M

Completed Jan. 2021

No Change Orders

Owner/Client:

Terry Crocker,
Executive Director Tropical
Texas Behavioral Health
1901 S. 24th Avenue
Edinburg, Texas 78539
956.289.7258

Architect:

Laura Warren Ogletree, AIA
The Warren Group
Architects, Inc.
1801 S. 2nd Street, Ste. 330
McAllen, TX 78503
956.994.1900



The project includes the removal of the existing light weight concrete roof, metal deck, entire interior demolition of walls and exterior openings. A new metal deck and roofing system will be installed along with new stucco on the exterior envelope of the building. A new 150 space parking lot will be constructed on the south end of the property to accommodate the staff at this new location.

Managing Principal: Gilbert Enriquez

Delivery Method: CSP



Photos Before Construction



PHARR-SAN JUAN-ALAMO ISD NEW SWIMMING FACILITIES

Contract Amount \$11.8 M

Completed August 2020

No Change Orders

Owner/Client:
Gerardo Lopez,
PSJA ISD,
601 E. Kelly,
Pharr, Texas 78577
956.684.6384

Architect:
David Iglesias, AIA
PBK Architects, Inc.
3900 N. 10th St.
Suite 810
McAllen, TX 78501
210.632.4074



This project consists of two new swimming facilities at PSJA High School and PSJA Memorial High School. Each location consists of one competitive pool and an instructional pool. The pools will have a complete canopy over the pools so the students can utilize the pools at any time of the year. The new 10,000 square foot building at each location will consist of boy's and girl's locker room areas with showers, classrooms, bleacher areas, and concession areas along with public restrooms.

Managing Principal: Gilbert Enriquez

Delivery Method: CSP



TROPICAL TEXAS BEHAVIORAL HEALTH RENOVATIONS AND ADDITIONS*Contract Amount \$6.3 M**Completed Oct. 2019**No Change Orders***Owner/Client:**

Terry Crocker,
Executive Director
Tropical Texas
Behavioral Health
1901 S. 24th Avenue
Edinburg, Texas 78539
956.289.7258

Architect:

Luis Figueroa, AIA
Rike Ogden Figueroa
Allex Architects, Inc.,
1007 Walnut Avenue,
McAllen, Texas 78501
956.686.7771



This project consists of an existing 16,000 square feet building that will be renovated into new office space. The existing building will be demolished with only the structural steel and foundation to remain. The building will be entirely renovated to include lobby, conference areas, gang restrooms, breakroom, and department offices. The project also consists of a new commercial building 15,000 square feet in size. This building will be a shell for future use as rental property to Tropical Texas. There is also storage building 3,000 square feet in size constructed as a pre-engineered metal building.

Managing Principal: Gilbert Enriquez**Delivery Method: CSP**

ROMA ELEMENTARY #7, ROMA ISD

ORIGINAL GMP \$17.8 M

FINAL GMP \$17.7 M

Completed Aug. 2018

No Change Orders

Owner/Client:

Roma ISD
Mr. Carlos Guzman,
Superintendent,
PO Box 187
Roma, Texas 78584
956.849.1377

Architect:

Eddie Vela, AIA
EGV Architects, Inc.
220 S Bridge St.
Hidalgo, TX 78557
956.843.2987



One story 77,000 square foot elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

Managing Principal: Gilbert Enriquez

Delivery Method: CM@R



SOUTH TEXAS COLLEGE TECHNOLOGY CAMPUS BUILDING RENOVATIONS**GUARANTEED MAX. PRICE \$10.2M****FINAL CONST. COST \$8.5M****No Change Orders****COMPLETED July 2017****Reference/Owner:**

Ricardo De la Garza
South Texas College
3200 W. Pecan Blvd.
McAllen, Texas 78501
956.872.4681

Architect:

Eddie Vela, AIA
EGV Architects, Inc.
220 S Bridge St.
Hidalgo, TX 78557
956.843.2987



Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Managing Principal: Gilbert Enriquez **Delivery Method: Construction Manager @ Risk**



MISSION HIGH SCHOOL RENOVATIONS PHASE III

INITIAL BUDGET: \$33.2M

FINAL CONSTRUCTION COST: \$32.0 M

CHANGE ORDERS: -\$1.16M

COMPETED: July 2018

Delivery Method: Competitive Sealed Proposal

Managing Principal: Gilbert Enriquez



Owner/Client:

Mission ISD
Rick Rivera
1201 Bryce Drive
Mission, Texas 78572
T: 956.207.9938
rriver49@mcisd.org
Relationship: 5 years

Architect:

David Iglesias
PBK Architects, Inc.
3900 North 10th St.,
Suite 810
McAllen, Texas 78501
210.632.4074
david.iglesias@
pbk.com

40,000 square feet new 2-story classroom addition with administrative offices, classrooms, computer labs and new elevator. A new 20,000 square feet Ag Building with welding stations, classrooms and Ag shop area. Renovating 3 existing buildings with new interior walls, new MEP systems, new doors and frames, new ceilings, and new painting. Site includes new parking lot and landscaping and irrigation.



1886 HIDALGO COUNTY COURTHOUSE RESTORATION

PROPOSAL AMT. \$1.9M

FINAL CONST. COST \$1.9M

No Change Orders

COMPLETED January 2018

Reference/Owner:

City of Hidalgo
Julian Gonzalez
11 East Flora Ave.
Hidalgo, TX 78557
956.537.9493

Architect:

Eddie Vela, AIA
EGV Architects, Inc.
220 S Bridge St.
Hidalgo, TX 78557
956.843.2987



Restored a certified Historical Building to its original design. We added a second floor with a Cupola and new stairway leading to the second floor.

Managing Principal: Gilbert Enriquez Delivery Method: Competitive Sealed Proposal

EDCOUCH-ELSA ISD TECHNOLOGY CENTER

PROPOSAL AMT. \$1.6M

FINAL CONST. COST \$1.6M

No Change Orders

COMPLETED November 2017

Reference/Owner:

Eddie Saenz P.E.
Edcouch-Elsa ISD
650 E. Edinburg Ave.
Elsa, Texas 78543
956.239.2984

Architect:

Jose Lopez
ML Architect
825 E. Alberta Road
Edinburg, TX 78539
956.655.9634



Interior demolition of an existing 18,000 square feet old gymnasium building. All new interior gypsum drywall walls with three training rooms, a network operating room that will house the district's entire operating system. Includes new administrative offices as well as a new TV studio where District will conduct their local TV channel programs.

Managing Principal: Gilbert Enriquez **Delivery Method: Competitive Sealed Proposal**

CIEDO OFFICE BUILDING / WESLACO, TX

ORIGINAL GMP \$1.6M; FINAL CONST. COST \$1.6M

COMPLETED July 2016

Delivery Method: Competitive Sealed Proposal

Managing Principal: Gilbert Enriquez

Owner/Client:

Victor Morales
Lower Rio Grande Valley
Dev. Council
301 W. Railroad
Weslaco, TX 78596
956.330.7797

Architect:

Bob Simpson, AIA
Boultinghouse Simpson
Gates Architects
3301 N McCall Rd
McAllen, TX 78501
956.630.9494



A 10,000 sq. ft. wood frame exterior and interior with a wainscot split face block and EIFS exterior finish. Offices with training area and conference room. Includes gang restrooms.

EDINBURG CISD BARRIENTES MIDDLE SCHOOL ADDITION

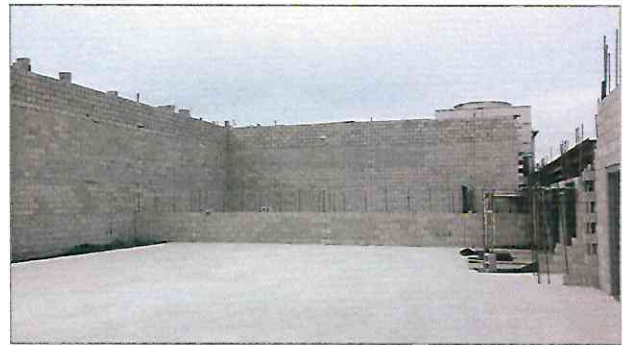
ORIGINAL GMP \$3.3M

FINAL CONST. COST \$3.3M

COMPLETED July 2015

Delivery Method: CM@R

**Managing Principal:
Gilbert Enriquez**



Owner/Client:	Architect:
Edinburg CISD	Milnet Arch. Services
411 N. 8th Street	608 S. 12th Street
Edinburg, TX 78539	McAllen, Texas 78501
Robert Estrada,	Rudy Molina, AIA
District Architect	Architect,
956.279.9670	956.821.7207

This 20,000 sq. ft. school addition is currently under construction. It features CMU load-bearing walls with exterior brick. The school is equipped with science labs including science casework and equipment, a fine arts department with a dance room and sound-proof choir, orchestra, band and ensemble rooms.

ROBERT VELA HIGH SCHOOL NEW SCIENCE WING AND ATHLETIC FIELDS

ORIGINAL GMP \$9.8 M

FINAL CONST. COST \$9.8 M

COMPLETED August 2012

Delivery Method: CM@R

**Managing Principal:
Gilbert Enriquez**



Owner/Client:	Architect:
Edinburg CISD	Milnet Arch. Services
411 N. 8th Street	608 S. 12th Street
Edinburg, TX 78539	McAllen, Texas 78501
Robert Estrada,	Rudy Molina, AIA
District Architect	Architect,
956.279.9670	956.821.7207

This new building has load-bearing CMU walls, brick veneer and a built-up roof. The interior space features terrazzo hallways and epoxy resin tops at labs. An Isimet system controlled access to electricity, gas and water at each science lab table. Sports fields included football, baseball and softball game and practice fields as well as a ticket booth and storage buildings.

MISSION CISD WAITZ ELEMENTARY NEW CAFETERIA

ORIGINAL GMP \$2.5M

FINAL CONST. COST \$2.5 M

No Change Orders

COMPLETED September 2013

Owner/Client : Mission ISD

Rick Rivera

1201 Bryce Drive

Mission, Texas 78572

956.207.9938

Architect : Eddie Vela, AIA

EGV Architects, Inc.

220 S Bridge St.

Hidalgo, TX 78557

956.821.7447



New pre-manufactured metal building structure with reinforced CMU walls, brick veneer and plaster soffits. New electrical, HVAC, plumbing, new kitchen equipment, terrazzo flooring, and birch wood finish on the cafeteria stage. Cafeteria dining area with sound system tied into the existing campus. New kitchen area with terrazzo flooring and new kitchen equipment.

Managing Principal: Gilbert Enriquez

Delivery Method: Competitive Sealed Proposal

DONNA ISD HIGH SCHOOL SCIENCE BUILDING

ORIGINAL GMP \$3.64 M

FINAL CONST. COST \$3.64 M

COMPLETED August 2009

Owner/Client:

Donna ISD

Luz M. Rodriguez

116 N. 10th St.

Donna, Texas 78537

956.464.1620

Architect:

Rudy Gomez, AIA

Gomez, Mendez,

Saenz Architects

1150 Paredes Line Rd,

Brownsville, TX 78521

956.546.0110

This new 28,000 SF science building was built to accommodate the district's expanding STEM educational goals. It is a stand-alone CMU and brick building, with standing-seam metal roof panels. Each science lab table features an all new epoxy resin lab countertops and an Isimet system controlled access to electricity, gas and water. A canopy connects the new building to the existing main building.

Managing Principal: Gilbert Enriquez

Delivery Method: Competitive Sealed Proposal

MISSION CISD JR. HIGH CAFETERIA & KITCHEN ADDITION

ORIGINAL GMP \$3.5M; FINAL CONST. COST \$3.5M

COMPLETED September 2016

Delivery Method: Competitive Sealed Proposal

Managing Principal: Gilbert Enriquez

Owner/Client:

Mission ISD

Rick Rivera

1201 Bryce Drive

Mission, Texas 78572

956.207.9938

Architect:

Eli Alvarado, AIA

PBK Architects, Inc.

3900 North 10th St.,

Suite 810

McAllen, Texas 78501

956.334.4145



27,000 sq. ft. CMU load-bearing wall with exterior brick. Includes dining area and kitchen area with new kitchen equipment. New delivery area with parking lot.

HIDALGO CO. PRIMARY CARE & SUBSTANCE ABUSE CLINIC

ORIGINAL GMP \$2.8 M
FINAL CONST. COST \$2.8 M
COMPLETED Fall 2011
Delivery Method: CM@R



Owner/Client:
 Eddie Olivarez
 Hidalgo Co. Health
 and Human Services
 1304 South 25th Ave.
 Edinburg, TX 78542
 956.383.8858

Architect:
 Negrete & Kolar
 Architects, LLP
 204 E. Stubbs St.
 Edinburg, TX 78539
 David Negrete, AIA
 512.461.8810

This 13,000 sq. ft. facility accommodates various medical exam rooms, group counseling rooms, offices, community education rooms and ancillary space for infrastructure and daily maintenance operations. Completed on time and on budget.

LRGVDC DONNA BRIDGE PARK & RIDE

ORIGINAL GMP \$1.47 M
FINAL CONST. COST \$1.45 M
COMPLETED April 2015
Delivery Method: CM@R

Owner/Client:
 Lower Rio Grande
 Valley Dev. Council
 301 W. Railroad
 Weslaco, Texas 78596
 Victor Morales,
 Procurement Dir.
 956.330.7797

Architect:
 Negrete & Kolar
 Architects, LLP
 204 E. Stubbs St.
 Edinburg, TX 78539
 David Negrete, AIA
 Architect
 512.461.8810



The project includes 2 acres of land, a 3,600 sq. ft. facility and 6,000 sq. ft. of shade canopy. The program consisted of developing a section of Bridge land adjacent to the port of entry for visitor park & ride in and out of the USA. The facilities consist of administration office, law enforcement contingent, public restrooms, lobby and ticketing resolution. On the outside, shade canopies were designed for travelers waiting for bus service.

EDINBURG CISD BREWSTER GYM & CLASSROOM ADDITIONS

ORIGINAL GMP \$10.4 M

FINAL CONST. COST \$10.4 M

COMPLETED December 2010

Delivery Method: CM@R

Managing Principal:

Gilbert Enriquez



Owner/Client:

Edinburg CISD
411 N. 8th Street
Edinburg, TX 78539
Robert Estrada,
District Architect
956.279.9670

Architect:

Negrete & Kolar
Architects, LLP
204 E. Stubbs St.
Edinburg, TX 78539
David Negrete, AIA
512.461.8810

This addition features two buildings with stand-alone CMU load-bearing walls with new chiller systems, steel joist roof structure, standing seam metal roof panels & built-up roof. Concrete and steel canopies connected all buildings. Inside, polished colored concrete flooring, new sporting equipment and bleachers complete the gymnasium.

EDINBURG CISD BREWSTER CAFETERIA & FOOTBALL FIELD

ORIGINAL GMP \$3.54 M

FINAL CONST. COST \$3.54 M

COMPLETED January 2010

Delivery Method: CM@R

Managing Principal:

Gilbert Enriquez

Owner/Client:

Edinburg CISD
411 N. 8th Street
Edinburg, TX 78539
Robert Estrada,
District Architect
956.279.9670

Architect:

Negrete & Kolar
Architects, LLP
204 E. Stubbs St.
Edinburg, TX 78539
David Negrete, AIA
512.461.8810



The Project consisted of an approximate 11,000 SF new Pre-K through 8th Grade Campus School Cafeteria, 17,000 SF Middle School Gymnasium & 16,000 Middle School Classroom building. The Project also included a revised/relocated football field & competition athletic track shifted over the existing football field to allow for long term master planning of the campus that serves age Pre-K through 8th grade age groups.

EDINBURG CISD ADMIN BLDG & NETWORK OPERATING CENTER

ORIGINAL GMP \$10.2 M
FINAL CONST. COST \$10.2 M
No Change Orders
COMPLETED February 2010
Delivery Method: CM@R
Managing Principal:
Gilbert Enriquez



Owner/Client:
 Edinburg CISD
 411 N. 8th Street
 Edinburg, TX 78539
 Robert Estrada,
 District Architect
 956.279.9670

Architect:
 David Negrete, AIA
 Negrete & Kolar
 Architects, LLP
 204 E. Stubbs St.
 Edinburg, TX 78539
 512.461.8810

This multi-phased 100,000 sq. ft. masterplan project transformed the historic North Jr. High campus buildings into the district's Central Administration Building and Network Operation Center. The projects consisted of restoring the building envelopes followed by a complete interior and systems overhaul.

LA JOYA ISD NELLIE SCHUNIOR CENTRAL ADMINISTRATION BUILDING

ORIGINAL GMP \$6.2 M
FINAL CONST. COST \$6.2 M
No Change Orders
COMPLETED August 2012
Delivery Method: Competitive
Sealed Proposal
Managing Principal: Gilbert Enriquez



Owner/Client:
 Daniel Garza
 La Joya CISD
 205 North Leo Ave.
 La Joya, Texas 77560
 TEL: 956.821.8900

Architect:
 David Negrete, AIA
 Negrete & Kolar
 Architects, LLP
 204 E. Stubbs St.
 Edinburg, TX 78539
 512.461.8810

This project involved renovating a historically significant 1930s high school into the new district administration offices. This two-story, 52,000 SF building features new metal stud partition walls, elevators, and terrazzo, VCT, and wood flooring. We coordinated the placement of all new electrical, data wiring, server systems & plumbing, including web-based lighting, HVAC and security controls. The finished project included new parking and concrete courtyard areas.

MISSION CISD MISSION COLLEGIATE HIGH SCHOOL

ORIGINAL GMP \$13.7M
FINAL CONST. COST \$13.7M
No Change Orders
COMPLETED July 2015

Owner/Client:	Architect:
Mission ISD	Eddie Vela, AIA
Rick Rivera	EGV Architects, Inc.
1201 Bryce Drive	220 S Bridge St.
Mission, Texas 78572	Hidalgo, TX 78557
956.207.9938	956.821.7447



New 80,000 sq ft building with Library, Science rooms with Isimet system, Computer labs, Administration offices, classrooms, locker rooms, life skills, cafeteria dining area with stage, kitchen area with new kitchen equipment. Load bearing CMU with brick veneer and built up roofing system. Mechanical, electrical, fire sprinkler, technology systems includes AMX system and fire alarm, security alarm, CCTV systems. Site work including parking, drainage, fire lane, water and sanitary sewer systems.

Managing Principal: Gilbert Enriquez **Delivery Method:** Competitive Sealed Proposal

MISSION CISD VETERANS MEMORIAL AG SHOP ADDITION

ORIGINAL GMP \$1.63M
FINAL CONST. COST \$1.63M
No Change Orders
COMPLETED June 2013

Owner/Client:	Architect:
Mission ISD	Eli Alvarado, AIA
Rick Rivera	PBK Architects, Inc.
1201 Bryce Drive	3900 North 10th St.,
Mission, Texas 78572	Suite 810
956.207.9938	McAllen, Texas 78501
	956.334.4145



New metal building with CMU interior and brick veneer exterior with metal roof system and outside working area. Included welding shop area with ventilation system with each welding booths. Includes classrooms and gang restrooms. Special electrical requirements and special HVAC requirements due to the welding machines being used at the Career and Technology department.

Managing Principal: Gilbert Enriquez **Delivery Method:** Competitive Sealed Proposal

CAMERON COUNTY HURRICANE DOLLY DISASTER RECOVERY PROGRAM



ORIGINAL GMP \$4.8M
FINAL CONST. COST \$4.8M
COMPLETED 2013



Owner/Client:

Lower Rio Grande
 Valley Dev. Council
 301 W. Railroad
 Weslaco, Texas 78596
 Victor Morales,
 Procurement Dir.
 956.330.7797

We worked with LRGVDC and various governmental agencies to build homes for families that had suffered extensive damage from Hurricane Dolly. The 2- and 3-bedroom homes needed to be built with all windstorm certifications and placed on elevated foundations for flood plains. E-Con built 50 homes for this effort in just 6 months. The cost of the homes ranged from \$83,000 to \$127,000.

LRGVDC VALLEY METRO MAINTENANCE FACILITY



ORIGINAL GMP \$3.2M
FINAL CONST. COST \$3.2M
COMPLETED February 2015
Delivery Method: CM@R



Owner/Client:

Lower Rio Grande
 Valley Dev. Council
 301 W. Railroad
 Weslaco, Texas 78596
 Victor Morales,
 Procurement Dir.
 956.330.7797

Architect:

Negrete & Kolar
 Architects, LLP
 204 E. Stubbs St.
 Edinburg, TX 78539
 David Negrete, AIA
 Architect
 512.461.8810

This 8,160 ft² facility which is designed to match an existing Fire Station, provides the LRGVDC with a Storage and Maintenance Facility as well as WET Friction and Pressure Wash. The Fire Station as part of City Services would utilize the Wash Bay as well. Management offices will be located apart from the Maintenance Area with all necessary services.

SHARYLAND ISD AEP BUILDING

ORIGINAL GMP \$1.15M
FINAL CONST. COST \$1.15M
No Change Orders
COMPLETED July 2011

Owner/Client:
 Sharyland ISD
 Mark Daugherty
 1106 N. Shary Rd,
 Mission, TX 78572
 956.862.5758

Architect:
 Rudy Gomez, AIA
 Gomez, Mendez,
 Saenz Architects
 1150 Paredes Line Rd,
 Brownsville, TX 78521
 956.546.0110



New 10,000 sq ft alternative education center. CMU load-bearing walls with exterior veneer brick and metal roofing system. Classrooms and gang restrooms with small administration offices.

Managing Principal: Gilbert Enriquez

Delivery Method: Competitive Sealed Proposal

SHARYLAND ISD HIGH SCHOOL CAMPUS IMPROVEMENTS

ORIGINAL GMP \$3.7M
FINAL CONST. COST \$3.7M
No Change Orders
COMPLETED July 2011

Owner/Client:
 Sharyland ISD
 Mark Daugherty
 1106 N. Shary Rd,
 Mission, TX 78572
 956.862.5758

Architect:
 Rudy Gomez, AIA
 Gomez, Mendez,
 Saenz Architects
 1150 Paredes Line Rd
 Brownsville, TX 78521
 956.546.0110

New 28,000 sq ft building. Metal building with interior veneer brick with CMU interior walls. Includes science labs with isimet system and prep rooms. General classrooms with administration offices and gang restrooms. Includes a life skills room and computer labs.

Managing Principal: Gilbert Enriquez

Delivery Method: Competitive Sealed Proposal

SHARYLAND ISD HIGH SCHOOL CAMPUS IMPROVEMENTS

ORIGINAL GMP \$300K
FINAL CONST. COST \$300K
No Change Orders
COMPLETED 2008

Owner/Client:
 Sharyland ISD
 Mark Daugherty
 1106 N. Shary Rd,
 Mission, TX 78572
 956.862.5758

Architect:
 Rudy Gomez, AIA
 Gomez, Mendez,
 Saenz Architects
 1150 Paredes Line Rd,
 Brownsville, TX 78521
 956.546.0110

Façade of existing building was modified with new entrance canopy and existing building was renovated into new ROTC classrooms.

Managing Principal: Gilbert Enriquez

Delivery Method: Competitive Sealed Proposal



GILBERT ENRIQUEZ
President

Years of Experience: 25

Years with Firm: 11

City of Residence:

Edinburg, Texas

EDUCATION

University of Texas - Pan American, Bachelor of Business Administration, Accounting, May 1996

WORK EXPERIENCE

2009-Present

President, E-Con Group

2002-2009

Vice-President & CFO, Enriquez Enterprises, Inc.

1992-2002

President, Commercial Building Supplies

1995-2002

General Manager, Valley Drywall & Insulation, Inc.

Building on a solid foundation of decades of family construction experience, Gilbert Enriquez founded the E-Con Group, LLP in 2009 and has served as its President for the past six years. Mr. Enriquez is heavily engaged with the day-to-day operations of the firm, including managing the firm's efficiency, effectiveness and compliance with policies, procedures and government laws and regulations. An effective communicator and motivator, Mr. Enriquez meets with clients and architects and works to keep all team members operating on the same page and each project on track. His firm has earned a reputation for on-time, on-budget performance, fueled by Mr. Enriquez' exacting attention to detail and strict adherence to best practices in accounting and construction management.

Mr. Enriquez believes in giving back to the Rio Grande Valley community and provides financial assistance to several non-profit organizations. Mr. Enriquez is a former Trustee of the Edinburg Consolidated Independent School District (2000-2006) and is a current board member with the Region One Education Service Center. Mr. Enriquez is currently an appointed member of the City of Edinburg Planning and Zoning Board and has been a member of the City of Edinburg Zoning Board of Adjustments since 2009.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities

COST \$11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions

COST \$6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III

COST \$33.2M COMPLETED July 2018

Roma Elementary #7, Roma ISD

COST \$17.8M COMPLETED August 2018

South Texas College Technology Campus Building Renovation

COST \$10.28M COMPLETED July 2017

Mission CISD Jr. High Cafeteria & Kitchen Addition

COST \$3.5M COMPLETED September 2016

Mission CISD Mission Collegiate High School

COST \$13.7M TO BE COMPLETED July 2015

Edinburg CISD Barrientes Middle School Addition

COST \$3.3M TO BE COMPLETED July 2015

Mission CISD Waitz Elementary New Cafeteria

COST \$2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields

COST \$9.5M COMPLETED 2012



JAIME ENRIQUEZ, PE
Project Engineer

Years of Experience: 40

Years with Firm: 11

City of Residence:

McAllen, Texas

Professional Engineer

State of Texas: #76767

EDUCATION

*Texas A & I University-
Kingsville, Bachelor of
Science, Civil Engineering*

WORK EXPERIENCE

2009-Present

Project Engineer,

E-Con Group, LLC

1995-1999; 2003-2009

Engineer/Owner,

Enriquez Group

2005

Construction and Facilities

Manager, Mercedes ISD

2002-2003

Utility Engineer, McAllen

Public Utilities

1999-2000

Engineer, Quintanilla,

Headley & Associates

1992-1995

General Manager, Valley

Drywall & Insulation

Jaime Enriquez, PE, is an integral member of the Project Management Team at the E-Con Group, LLC. He vigilantly monitors the progress of each project to ensure it remains on time and within budget. As a professional engineer, he supervises and assists project managers and superintendents with construction schedules, interpretation of blueprints and clarification of specifications as needed. He provides hands-on instruction and supervision on various construction methods to project managers and Superintendents during all phases of construction.

Over the course of three decades of experience, Jaime has earned a reputation for being a consummate collaborator, ensuring that the Owners, Architects, Construction Managers and Subconsultants are all operating from the same set of standards and expectations. He has given much to the Rio Grande Valley community over the course of his career, including quality facilities that have withstood the tests of time and nature.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities

COST \$11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions

COST \$6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III

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COST \$13.7M TO BE COMPLETED July 2015

Edinburg CISD Barrientes Middle School Addition

COST \$3.3M TO BE COMPLETED July 2015

Mission CISD Waitz Elementary New Cafeteria

COST \$2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields

COST \$9.5M COMPLETED 2012

La Joya ISD Nellie Schunior Renovations

COST \$6.2M COMPLETED August 2012



AARON RODRIGUEZ
Project
Superintendent

Years of Experience: 20

Years with Firm: 13

City of Residence:

Mission, Texas

WORK EXPERIENCE

2007-Present

Project Superintendent,
Estimator, E-Con Group

2004-2007

Project Supervisor,
Oscorp Consturction &
Development, Pharr, TX

2002-2004

Electrical Foreman,
Rio Valley Electric,
Weslaco, TX

2000-2004

Electrical Foreman,
Heggen Electric,
Mercedes, TX

With more than 16 years of work experience, Aaron Rodriguez is a thorough and detail-oriented superintendent. With a background as an electrical foreman, he brings hands-on experience and knowledge of plans to each project he supervises. He coordinates weekly meetings to prevent any problems with scheduling, material procurement or communication. He keeps communication strong among other ECON team members and ensures work safety regulations are kept.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities

COST \$11.8M COMPLETED May 2020

This project consists of two new swimming facilities at PSJA High School and PSJA Memorial High School. Each location consists of one competitive pool and an instructional pool. The pools will have a complete canopy over the pools so the students can utilize the pools at any time of the year. The new 10,000 square foot building at each location will consist of boy's and girl's locker room areas with showers, classrooms, bleacher areas, and concession areas along with public restrooms.

Roma Elementary #7, Roma ISD

COST \$17.8M COMPLETED August 2018

One story 77,000 square feet elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

South Texas College Technology Campus Building Renovation

COST \$10.28M COMPLETED July 2017

Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Robert Vela High School New Science Wing And Athletic Fields

COST \$9.5M COMPLETED 2012

This new building has load-bearing CMU walls, brick veneer and a built-up roof. The interior space features terrazzo hallways and epoxy resin tops at labs. An Isimet system controlled access to electricity, gas and water at each science lab table. Project included football, baseball and softball fields, a ticket booth and storage buildings.

Sharyland ISD High School 400 Building

COST \$3.7M COMPLETED July 2011

This project features a 40,000 sq. ft. building including classrooms, science labs with epoxy tops, administration area, special education classrooms, life-skills classroom, and high-tech computer labs. The building make-up was a metal building with CMU non-load bearing walls with exterior brick and metal roof panels.



ISMAEL ADAME
Project Manager

Years of Experience: 22

Years with Firm: 2

City of Residence:

Mission, Texas

EDUCATION

*Universidad Autónoma de
Nuevo León, Bachelor of
Architecture, 1992*

WORK EXPERIENCE

2019-Present

Project Manager,
E-Con Group, LLC

2018-2019

Project Manager,
NOMA Design Studio

2006-2018

Senior Project Manager
ERO Architects

2005-2006

Partner-Owner
TAMSON Masonry

2000-2004

Project Manager
Kell Munoz Architects

1997-2000

Project Manager
Mata-Villarreal
Design Group

1993-1997

Independent Contractor
Arquitectura
Contemporanea

Mr. Ismael Adame brings with him a design perspective that Econ values while constructing vast types of facilities. His knowledge as a design project manager provides our clients with assurances that the project will be constructed with the design team's architectural intent. Econ believes his experience will help our project superintendents interpret the contract documents as intended by the design professionals. Mr. Adame has a keen eye for detail and is very well organized and with his design experience help discover any potential design conflicts in the drawings.

RELEVANT PROJECT MANAGEMENT EXPERIENCE

South Padres Island PR100 Median Boardwalk - 7.5M

BPUB Service Yard Relocation Project (Brownsville PUB) - \$16M

Edinburg ISD Ticket Booths (Edinburg CISD) - \$930K

School of Nursing and Allied Health (South Texas College) - \$17M

Roberto Pulido Performing Arts Center (Edinburg CISD) - \$6.7M

Pavilions and Canopies (Harlingen CISD) - \$1.0M

Edcouch Elsa High School Gymnasium (Edcouch Elsa ISD) - \$4M

Berta S. Palacios Elementary School (PSJA ISD) - \$10.5M

Gutierrez and Vela Middle School Restroom Reno (HCISD) - \$120K

Safe Shelter Community Command Center (UTRGV) - \$4.4M

San Perlita Ag Barn (San Perlita ISD) - \$210K

Harlingen Student Services Center (TSTC) - \$150K

Edcouch Elsa High School (Edcouch Elsa ISD) - \$11M

Town of Combes City Hall - \$920K

Town of Combes Community Center - \$550K

RELEVANT DESIGN TEAM EXPERIENCE

Seguin High School Replacement (Seguin ISD) - \$63M

Furr High School Replacement (Houston ISD) - \$55M

North HS Renovations and Additions (PSJA ISD) - \$24M

Alfred Sorenson Elementary School (PSJA ISD) - \$9.5M

WA Todd 9th Grade Campus Renovations (Donna ISD) - \$1.0M

Mendiola Elementary School (La Joya ISD) - \$9.2M

Marcia R. Garza Elementary School (PSJA ISD) - \$8.7M

Sorenson Elementary School (PSJA ISD) - \$8.7M

Lorenzo de Zavala Middle School (La Joya ISD) - \$28M

Palmview Ag Barn (La Joya ISD) - \$640k



City of San Juan Parks and Rec Youth Center and Park- Phase II RFP No. 24-003-12-11

Monday, December 11, 2023 @ 4:00 P.M.

NM Contracting, LLC 2022
Orchid Avenue
McAllen, Texas 78504

Office: (956) 631-5667
E-Mail: noelj@nmcontracting.us
Website: nmcontracting.us

Owner

Copy

not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this Proposal, and must identify the legal reason and evidence therefore, specifically identifying the trade secrets or other proprietary data.

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)

City of San Juan
512 S. Nebraska
San Juan, TX 78589

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 the Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

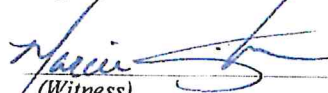
City of San Juan Parks and Recreation Youth Center and Park Phase II Project Number, if any: RFP No. 24-003-12-11

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 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 11th day of December, 2023


(Witness)

NM Contracting, LLC
(Principal)

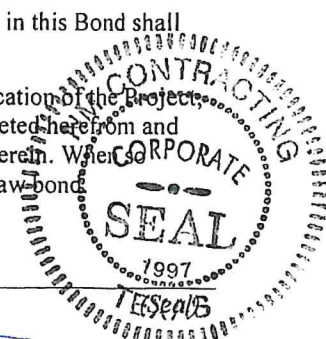
(Title)

United States Fire Insurance Company
(Surety)

(Titlé)

Russ Frenzel, Attorney-in-Fact


(Witness) Kim Alia



Init.

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**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Russ Frenzel,
John A. Aboumrak, Cynthia Alford, Lorena Gutierrez, Yamillec Ramos, Veronica Ramos, Neira Hernandez, Kirstin Ortiz, Luis Salinas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 80126833
My Commission Expires 4/7/2025

Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 11th day of December 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay

Michael C. Fay, Senior Vice President



CRUM & FORSTER

A FARMERS COMPANY

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Steven Krumm** for information or to make a complaint at:

Steven.Krumm@cfins.com

or

215-982-3528

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:

PO 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 the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

ISSUE FOR BIDDING
11/07/2023

SAN JUAN PARKS AND REC YOUTH
CENTER AND PARK PHASE - II
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 - II
- B. Architect Project Number: 21052.01

1.03 DATE: 12/11/2023 (PROPOSER TO ENTER DATE)

1.04 SUBMITTED BY: (PROPOSER TO ENTER NAME AND ADDRESS)

A. Proposer's Full Name

Noel Munoz, Jr

1. Address

2022 Orchid Ave Ste A

2. City, State, Zip

McAllen, TX 78504

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. Five Million, Thirty-Seven Thousand
Five Hundred — dollars
(\$ 5,037,500.00), 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 51 dollars (\$ 251,875.00), 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 12-04-23.
 2. Addendum # 2 Dated 12-08-23.

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

NM Contracting, LLC

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

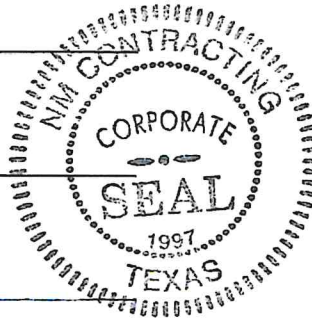
[Signature]

(Authorized signing officer, Title)

(Seal)

Noel Munoz, Jr- President

(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

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II RFP NO. 24-003-12-11

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: _____

12/11/2023
Date

NM Contracting, LLC
Company Name

7.2 - FELONY CONVICTION NOTIFICATION

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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: NM Contracting, LLC

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Noel Munoz, Jr

DATE: 12/11/2023

***** 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): N/A

Details of Conviction(s): _____

12/11/2023

Date

NM Contracting, LLC

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. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.3 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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 N/A

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, Noel Munoz, Jr,
(Print/Type Name of Company Officer)

have read the Standard Terms and Conditions (Section I), 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 NM Contracting, LLC EMPLOYER I. D. NUMBER _____

ADDRESS 2022 Orchid Ave Ste A

CITY, STATE, ZIP CODE McAllen, TX 78504

AREA CODE/TELEPHONE/FAX 956-631-5667 EMAIL frontdesk@nmcontracting.us


SIGNATURE

President
TITLE

12/11/2023
DATE

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II
RFP NO. 24-003-12-11

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:

NM Contracting, LLC
(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:

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.

NM Contracting, 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: NM Contracting, LLC

By: Noel Miramoz Jr Title: President

Signature: [Signature] Date: 12/11/2023

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.5 - SENATE BILL 252 CERTIFICATION (this form must be notarized)

CITY OF SAN JUAN
PURCHASING DIVISION

I, Noel Munoz, Jr. the Undersigned, representative of

NM Contracting, LLC

(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.

Noel Munoz, Jr.

Name of Company Representative (Print)

[Signature]

Signature of Company Representative

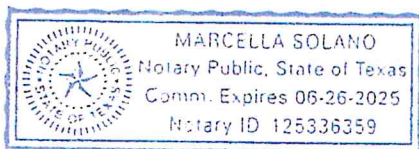
12/11/2023

Date

On this the 11th day of December, 20 23, personally appeared

Noel Munoz the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE

12/11/2023

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK Phase - II

7.6 - HOUSE BILL 89 VERIFICATION (this form must be notarized)

PURCHASING DEPARTMENT
CITY OF SAN JUAN

I, Noel Munoz, Jr (Person name), the undersigned representative
of NM Contracting, LLC / 2022 Orchid Ave Ste A McAllen, TX 78504
(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.

12/11/2023

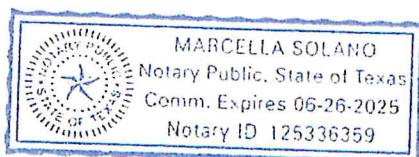
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 11th day of December, 20 23, personally appeared

Noel Munoz the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
NOTARY SIGNATURE

12/11/2023

Date

The signing of Section 7.3 indicates understanding and acceptance of this proposal's terms and conditions. City of San Juan RFP NO. 24-003-12-11 City of San Juan Parks and Rec Park - Phase -

7.7 - Firm Information and Personnel

1. Name of Firm NM Contracting, LLC

Address 2022 Orchid Ave Ste A

City, State, Zip Code McAllen, TX 78504

Phone # 956-631-5667 Fax # 956-627-3959

Employer I. D. Number 26-3827680 Year Established: 11/06/1997

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 Noel Munoz, Jr

Title President

Phone # 956-631-5667

E-Mail Address: ironidesk@nmcontracting.us

Total Years with this company: 26 Years of Construction Experience: 40+

Number of Similar Projects you have been involved with in last five (5) Years: 5+

Will this individual be attending the Board meetings? Yes

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN PARKS AND REC YOUTH CENTER AND PARK - Phase - II

RFP NO. 24-003-12-11

**Please fill out this form and fax or email immediately to
City of San Juan if you intend to submit a proposal.**

Company Name NM Contracting, LLC

Address 2022 Orchid Ave Ste A

City McAllen State TX Zip 78504

Telephone Number 956-631-5667

Fax Number 956-627-3959

Contact Name Noel Munoz, Jr

Email Address frontdesk@nmcontracting.us

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 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.

NM Contracting, LLC

Company



Signature

Noel Munoz, Jr

Authorized Representative (Print)

12/11/2023

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.

NM Contracting, LLC

COMPANY

SIGNATURE OF PERSON RESPONSIBLE FOR PROPOSAL

Noel Munoz, Jr

President

NAME (TYPE OR PRINT)

TITLE

956-631-5667

956-627-3959

frontdesk@nmcontracting.us

PHONE

FAX

E-MAIL

12/11/2023

DATE

FEDERAL ID# OR SOCIAL SECURITY #: 26-3827680

ORDER ADDRESS:

2022 Orchid Ave Ste A

McAllen, TX 78504

REMITTANCE ADDRESS:

2022 Orchid Ave Ste A

McAllen, TX 78504

List of Subcontractors

DIVISION 2: SITE WORK

Triple G Construction

2022 Orchid Ave Ste C

McAllen, TX 78504

Phone: 956-800-4176

triplegconstruction@yahoo.com

DIVISION 3: CONCRETE

Maverick Path Concrete, LLC

300 S 2nd St

McAllen, TX 78501

Phone: 956-225-5337

maverickpathconcrete@gmail.com

DIVISION 4: MASONRY

LG Construction

29 El Mesquite Ln

Rio Grande City, TX 78582

Phone: 956-735-5977

lgconstruction19@rocketmail.com

DIVISION 5: METALS

Acero Fab

12225 N Bryan Road

Mission,, TX 78572

Phone: 956-584-1166

john@acerofabinc.com

DIVISION 6: FRAMING

Commercial Framing Systems

2022 Orchid Avenue

McAllen, Tx 78504

Phone: 956-631-5667

mramos@commercialframingsystems.com

DIVISION 7: THERMAL & MOISTURE PROTECTION

TADCO Roofing

902 E. Owassa Road

Edinburg, Texas 78542

Phone: 956-961-4736

javier@tadcoroofing.com

List of Subcontractors

DIVISION 8: DOORS & WINDOWS

G & S Glass

616 N Closner Blvd

Edinburg, TX 78541

Phone: 956-287-1161

gsfcar@gmail.com

DIVISION 9: FINISHES

Commercial Framing Systems

2022 Orchid Avenue

McAllen, Tx 78504

mramos@commercialframingsystems.com

DIVISION 15: MECHANICAL & PLUMBING

Continental Refrigeration

P.O. Box 2405

McAllen, TX 78502-2405

Phone: 956-457-6073

contref7@aol.com

Juan Barrera Plumbing

2013 Nyssa Ave

McAllen, Tx 78501

Phone: 227-3247

juanbarrera1228@yahoo.com

DIVISION 16: ELECTRICAL

Benmar Electric

4500 Pecan Blvd

McAllen, TX 78501

Phone: 956-631-9995

hr@benmarelectric.com

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/11/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2023

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

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

PRODUCER Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504		CONTACT NAME: Vicky DeLeon PHONE (A/C, No, Ext): (956) 302-2159 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS: vicky.deleon@relationinsurance.com	
INSURED NM Contracting, LLC 2022 Orchid Avenue McAllen TX 78504		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140 INSURER B: United Fire Lloyds 43559 INSURER C: Richmond National Insurance Company 17103 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL236164815**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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			AES1217733	06/01/2023	06/01/2024	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				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			60534405	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							PIP-Basic \$ 2,500
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB			RN70324277	06/01/2023	06/01/2024	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	60534405	06/01/2023	06/01/2024	☒ 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)

General Liability - Blanket Additional Insured included per forms CG20100704 and CG20370704. Primary/Non-Contributory wording included per form NXGL009. Blanket Waiver of Subrogation included per form CG24040509.
Auto - Blanket Additional Insured and Blanket Waiver of Subrogation included per form CA71090117. Primary/Non-Contributory wording included per form CA73340915.
Workers' Compensation - Blanket Waiver of Subrogation included per form WC420304B.

CERTIFICATE HOLDER**CANCELLATION**

NM Contracting, LLC 2022 Orchid Avenue McAllen TX 78504	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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Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1263827680300
Approval Date: December 12, 2022
Scheduled Expiration Date: December 12, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

NM CONTRACTING LLC

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 **December 12, 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.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

NM CONTRACTING, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**
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.

2022 ORCHID AVE

Requester's name and address (optional)

6 City, state, and ZIP code

MCALLEN, TX 78504

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

2 6 - 3 8 2 7 6 8 0

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 ► 2/14/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-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.



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: 512 S. Nebraska, San Juan, TX 78589

SUBMITTED BY: Noel Munoz, Jr.

NAME: NM Contracting, LLC

ADDRESS: 2022 Orchid Ave.
McAllen, TX 78504

PRINCIPAL OFFICE:

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

NAME OF PROJECT: (if applicable)

San Juan Parks and Rec Youth Center and Park Phase II

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

- ☒ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: (Specify)

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 25

§ 1.2 How many years has your organization been in business under its present business name? 15

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.

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

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

§ 1.3.1 Date of incorporation: October 20, 2008

§ 1.3.2 State of incorporation: Texas

§ 1.3.3 President's name: Noel Munoz, Jr.

§ 1.3.4 Vice-president's name(s) N/A

§ 1.3.5 Secretary's name: Marcella Solano

§ 1.3.6 Treasurer's name:

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

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

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

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 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.

HUB Certification/VID #1263827680300

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

State of Texas

§ 3 EXPERIENCE

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

Construction Project Management

§ 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

Name of Organization: NM Contracting, LLC

By: Noel Munoz, Jr.

Title: President

§ 6.2

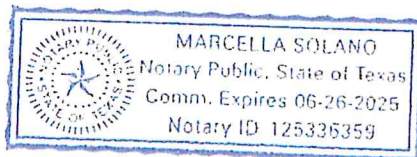
Mr. Noel Munoz, Jr. being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 11 day of December, 2023

Notary Public:



My Commission Expires: 06/26/25



EL Tule Recreational Center

Project Owner

City of Edinburg
415 W University Dr
Edinburg, TX 78539

Project Architect

Milnet Architects
608 S 12th St
McAllen, TX 78501

Project Description

New Recreational Building

Contract Amount

\$ 4,997,600.00

Completion Date

October 2023



Pharr City Hall Renovation

Project Owner

City of Pharr
118 S. Cage
Pharr, TX 78577

Project Architect

ERO Architects
300 S. 8th St
McAllen, TX 78504

Project Description

1st Floor Renovations

Contract Amount

\$ 2,349,203.00

Completion Date

March 2020



Weslaco East High School Band Hall

Project Owner

Weslaco ISD

PO Box 266, Weslaco, TX 78599

956-969-6585

Project Architect

ERO Architects

Project Description

New High School Band Hall

Contract Amount

\$3,946,000

Completion Date

December 20, 2019



San Juan Public Safety Building

Project Owner

City of San Juan
709 S. Nebraska St, San Juan, TX 78589

Xavier Cervantes

xcervantes@cityofsanjuantexas.com

Project Architect

PBK Architects
3900 N 10th St Suite 810, McAllen, TX 78501
956-687-1330

Project Description

New Police building for the City of San Juan

Contract Amount

\$ 1,867,000

Completion Date

June 2017



DUTY COURAGE INTEGRITY



Qualifications & Work Experience Completed Projects (2017-2023)

Projects in similar size and scope highlighted in yellow.

Project Name	Owner	Architect	Amount	Completion Date	Days To Complete
El Tule Recreation Center	City of Edinburg	Milnet Architects	\$ 4,997,600.00	10/27/2023	365
Hidalgo CISD Central Admin	Hidalgo ISD	Gignact+Associates	\$ 1,222,000.00	1/14/2023	240
Ft. Ringgold Re-Roofting of Barracks	RGC Grulla ISD	Design Group Internationa	\$ 324,000.00	4/8/2023	120
South Padre Island Transit	City of South Padre	Sames, Inc.	\$ 150,408.00	3/20/2023	120
Edinburg Hike & Bike	City of Edinburg	N/A	\$ 1,208,280.00	8/13/2022	207
IDEA Thrive	IDEA Public Schools	GMS Architects	\$ 1,290,000.00	7/4/2022	153
Mission CISD Maintenance Warehouse	Mission CISD	PBK	\$ 348,800.00	6/15/2022	130
RGCCISD Old Band Hall Annex Reroofing	Rio Grande City CISD	Design Group	\$ 114,300.00	6/1/2022	21
Mcallen Demo of Various Structures	City of McAllen	N/A	\$ 30,400.00	6/1/2022	30
ECISD San Carlos Gymnasium	Edinburg CISD	ERO	\$ 549,000.00	5/25/2022	359
Hidalgo Co. Pct. 4 Mechanic's Shop	Hidalgo County 1051 N. Doolittle Road Edinburg, TX 78542	ERO	\$ 1,808,000.00	3/1/2022	425

McAllen HS HVAC & Utility Plant Upgrade	McAllen ISD 4309 Warrior Drive, Ste. B McAllen, TX 78501	Half & Associates	\$ 2,790,000.00	2/28/2022	425
RGCCISD Old Band Hall Annex Reroofing	Rio Grande City CISD 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group Intl.	\$ 265,950.00	2/1/2022	150
San Diego CISD Administrative Building	San Diego CISD 609 W. Labbe Ave. San Diego, TX 78384	LaMarr Womack & Associates	\$ 678,910.00	1/15/2022	365
McAllen Westway Heights Drainage Improvements	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	City of McAllen	\$ 2,438,795.75	1/25/2021	300
McAllen Airport Taxiway Improvements	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	KSA Engineering	\$ 14,963,905.00	10/1/2021	425
Edinburg City Buildings Demo	Attn: Tomas Reyna/956-388-8204 415 W. University Drive Edinburg, TX 78540	N/A	\$ 74,700.00	8/16/2021	60
McAllen Housing Authority	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	N/A	\$ 610,000.00	8/30/2021	270
Pharr City Hall 1st Floor Renovations	Ignacio Amezcua/956-402-4100 118 S. Cage Blvd. Pharr, TX 78577	ERO	\$ 2,349,203.00	4/25/2021	270
Edinburg CISD Underground Tank Removal	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	N/A	\$ 136,457.00	1/17/2021	120
De La Vina GYM	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	\$ 551,000.00	1/5/2021	240
FMCSA Southern Border	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	Milinet	\$ 1,326,400.00	12/15/2020	420
San Benito PACNATE	San Benito CISD 450 S Williams Road San Benito, TX 78586	Brighton Group	\$ 416,964.00	12/10/2020	240
Lyford Rural Health Clinic	City of Lyford 13800 FM 498 Lyford, TX 78569	Megamorphosis	\$ 675,000.00	12/1/2020	350

Fernando Villarreal/956-548-1900 E. Price Road		Sigma Engineers		\$ 139,000.00	12/1/2020	180
Brownsville CTE MEP Upgrades		Brownsville, TX 78521				
VIA Tailwinds Restaurant		Bryan Wren/956-367-2327		Megamorphosis		120
		3002 Heritage Way		\$ 257,700.00		11/30/2020
		Harlingen, TX 78550				
Cameron Co. Pct. 3 & Vehicle Maintenance Bldg.		Danny Villarreal		GMS		540
		26929 FM 510		\$ 2,858,956.00		5/25/2020
		San Benito, TX 78566				
Brooks County Weight Station		Judge Ramos/361-325-5604		LWA Architects		60
		100 E. Miller St.		\$ 36,348.00		4/5/2020
		Falfurrias, TX 78355				
Falfurrias High School Parking Improvements		Alissa M. Sanchez/361-325-8015		Milnet		90
		200 E. Allen		\$ 259,250.00		3/3/2020
		Falfurrias, TX 78355				
McAllen Veterans Memorial		Sergio Saldana/956-681-3332		City Engineer		120
		1000 S. Ware Rd.		\$ 116,712.00		3/30/2020
		McAllen, TX 78501				
Falfurrias Middle School Parking Lot		Alissa M. Sanchez/361-325-8015		Milnet		210
		200 E. Allen		\$ 528,002.00		12/15/2019
		Falfurrias, TX 78355				
Hargill Elementary Additions and Renovations		Robert Estrada/956-289-2578		Negrete & Kolar		360
		411 North 8th Ave.		\$ 5,582,000.00		9/30/2019
		Edinburg, TX 78539				
Donna Todd MS		Velma Rangel/956-461-4320		ROFA		450
		116 N 10th		\$ 3,061,000.00		1/31/2020
		Donna, TX 78537				
Roma Transit Station		Josie Hinojosa/956-849-4296		Megamorphosis		270
		77 E. Convent Ave.		\$ 619,000.00		8/31/2019
		Roma, TX 78584				
Santa Rosa Administration Bldg. Renovations		Santa Rosa ISD		Lamarr Womack & Assoc.		210
		232 E Jesus T. Avila St.		\$ 926,900.00		12/16/2019
		Santa Rosa, TX 78593				
Brownsville CTE Cummings Canopy Improvements		Fernando Villarreal/956-548-8081		Sigma Engineers		120
		1900 E. Price Road		\$ 313,500.00		9/30/2019
		Brownsville, TX 78521				
Weslaco Band Hall		Andres Sanches Jr., CPA/969-6585		ERO Architects		425
		P.O. Box 266		\$ 3,946,000.00		12/20/2019
		Weslaco, TX 78599				

The Reese Probar Finishout	American Bar Association 1050 Connecticut Ave., NW Ste. 400 Washington, DC 20036	Megamorphosis	\$2,046,078.00	12/15/2019	150
McAllen Heritage Center Restroom Remodel	Elva Cerda/956-681-2861 1000 S. Ware Rd. McAllen, TX 78501	N/A	\$ 158,400.00	12/2/2019	120
Mercedes Civic Center Improvements	Sergio Zavala/956-565-3114 400 S. Ohio Avenue Mercedes, TX 78570	SWG Eng.	\$ 253,534.00	6/25/2019	150
McAllen 2nd Street Trail Improvements	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	McAllen Eng.	\$ 141,342.00	6/15/2019	120
UPC Granjeno Park	City of Granjeno	Hinojosa Eng.	\$ 291,287.00	6/14/2019	150
Penn Aluminum	Penn Aluminum International Dorcas Brown/956-781-5323 700 N. Virgen de San Juan Blvd. San Juan, TX 78589	N/A	\$ 432,688.00	5/30/2019	180
Holy Family Church	County of Hidalgo	Millnet Architects	\$ 622,000.00	5/15/2019	180
Hidalgo Co. Pct. 2 Service Shop	Nassari-Warren		\$ 1,180,300.00	5/1/2019	300
IDEA Public Schools San Juan Academy	IDEA Public Schools	GMS	\$ 332,000.00	3/25/2019	180
New Field House Facility	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	GMS	\$ 3,004,000.00	3/15/2019	240
Calvillo CATE Complex & Abrigo Ag. Complex Impvmt.	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	ROFA	\$ 685,900.00	4/29/2019	200
Nuestra Clinica del Valle-Donna Medical Facility	Lucy R. Torres/956-787-8915 P.O. Box 1689 Pharr, TX 78577	The Warren Group	\$ 1,011,200.00	2/15/2019	270
Silva & Gonzalez Elementary Parking Lot Additions	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	M. Garcia	\$ 251,336.00	12/28/2018	180

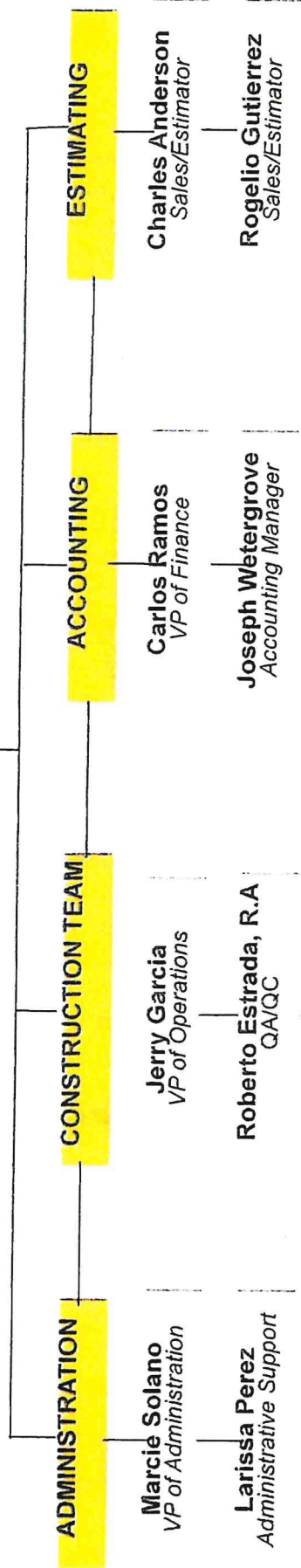
Harlingen Canopy Improvements	Harlingen, TX 78550	Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip	Megamorphosis	\$ 225,000.00	12/1/2018	110
Sharyland New Cattle Pavillion at Pioneer HS	Sharyland, TX 78572	Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	\$ 1,038,000.00	9/19/2018	120
City of Donna Fire Station Addition	City of Donna, TX 78537	Jaime Garcia/956-464-3013 209 S. 10th Street Donna, TX 78537	ROFA	\$ 598,900.00	6/30/2018	150
Sharyland HS Renovations - Painting	Sharyland, TX 78572	Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	\$ 86,911.00	6/21/2018	60
Willacy County Community Safe Room	Willacy County, TX 78580	Judge Aurelio Guerra/956-689-3393 576 W. Main Street Raymondville, TX 78580	Steve McGarraugh	\$ 1,621,000.00	6/15/2018	300
Harlingen Baseball/Softball Improvements	Harlingen, TX 78550	Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip	Gomez Mendez Saenz	\$ 1,676,800.00	6/4/2018	180
Austin Elem. Gym Renovations	Edinburg, TX 78539	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Gignac	\$ 570,000.00	4/11/2018	140
Texas Tropical-60 Vehicle Parking Addition	Edinburg, TX 78539	W. Terry Crocker/956-289-7258 1901 S. 24th Ave. Edinburg, TX 78539	GOERO	\$ 373,100.00	4/6/2018	75
Edinburg CISD Secured Entrances Phase 3	Edinburg, TX 78539	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Eli Alvarado	\$ 508,400.00	1/31/2018	90
San Juan Public Safety Bldg.	San Juan, TX 78589	Xavier Cervantez/956-223-2220 709 S. Nebraska Ave. San Juan, TX 78589	PBK	\$ 1,875,000.00	9/8/2017	210
STC Parking Lot for Police Vehicles	McAllen, TX 78501	David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	R. Gutierrez	\$ 200,000.00	8/24/2017	120
Avila Elementary Classroom Addition	Edinburg, TX 78539	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	\$ 1,095,000.00	8/15/2017	210
IDEA Quest Campus Phase 3	IDEA Public Schools		Gomez Mendez Saenz	\$ 2,693,400.00	8/11/2017	180

Donna North HS Band Parking Lot Improvements	Velma Rangel/956-461-4320 116 N 10th Donna, TX 78537	ROFA	\$ 141,440.00	4/21/2017	30
PSJA North ECHS Exterior Door Replacement	Jerry Lopez/956-354-2075 601 E. Kelly Pharr, TX 78577	ROFA	\$ 408,700.00	4/1/2017	90
Hanna HS Construction Technology Facility	Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	ROFA	\$ 510,146.00	2/28/2017	300
STC Technology Campus Door & Frame Replacement	David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	ROFA	\$ 114,900.00	1/22/2017	90
STC Pecan Campus Building G Fume Hoods Phase II	David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	Sigma Engineers	\$ 267,652.00	1/13/2017	90
STC Pecan Campus-Bldg. K Enrollment Center	David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	Boltinghouse	\$ 408,600.00	1/12/2017	120
Total Contract Amount for Completed Projects:			\$ 73,595,166.75		



ORGANIZATIONAL CHART

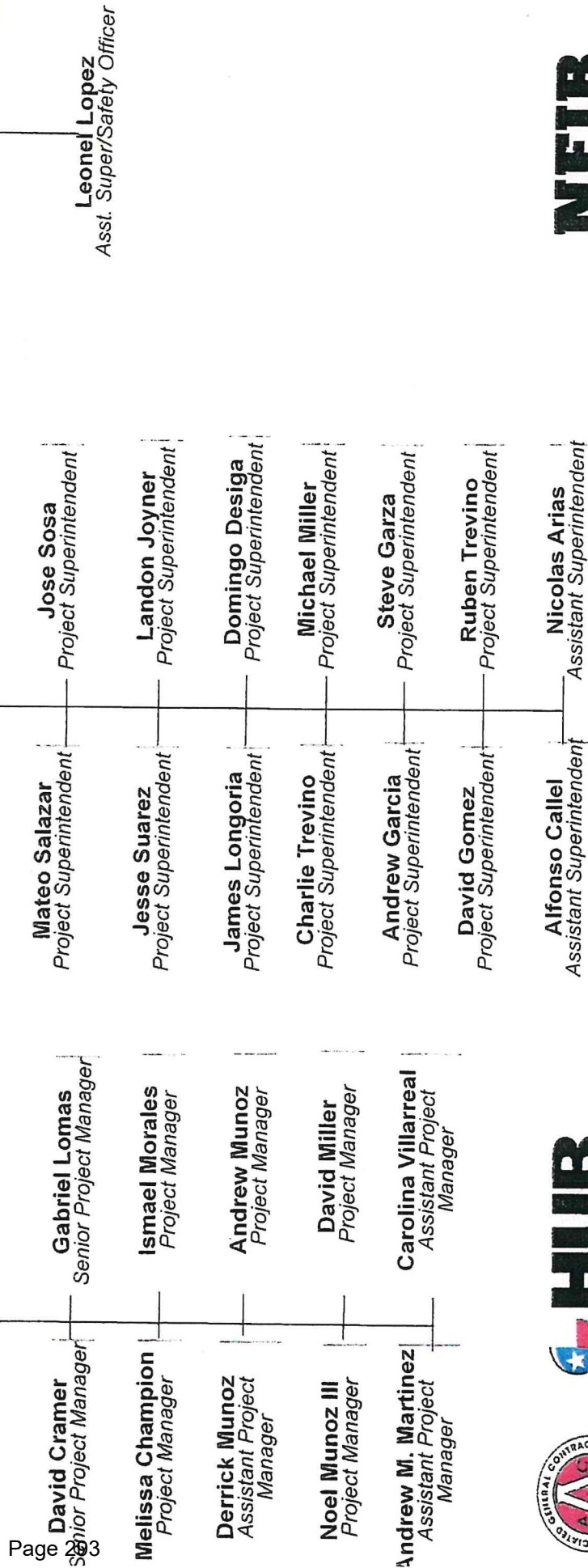
Noel Munoz
President



PROJECT MANAGEMENT TEAM

SUPERINTENDENTS

SAFETY OFFICER



The Voice of Small Business.

M E M B E R



NOEL MUNOZ, JR.

President

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Attended University of Texas Pan American
- Community College of the Air Force
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

As President of Construction with over 35 years of experience, Noel serves as a project executive leading large construction project and maintaining effective relationships with owners. Additionally, he's actively involved in project procurement and estimating. Noel has been an AGC member since 1999 and served a two-year term as Board President from 2019-2021. He's a U.S. Air Force veteran and native Texan with deep roots in the Rio Grande Valley.

PROFESSIONAL EXPERIENCE

Project portfolio consists of warehouses, schools, financial institutions, restaurants, healthcare facilities, government agency buildings, and privately-owned commercial business structures. Managed construction projects of up to \$40 million.

- **NM Contracting, LLC – President**
July 1997 – Present
- **Williamson Construction – Project Manager**
July 1998 – May 2007
- **City of Mission – Housing Specialist**
April 1995 – July 1998
- **USAF Tinker Air Force Base – Structural Specialist**
February 1986 – April 1995



**CARLOS J.
RAMOS**

VP of Finance

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 24

EDUCATION

- Bachelor of Business Administration/
Accounting – Texas Pan American University

Statement of Qualifications

VP of Finance with a comprehensive experience of directing operations through strategic financial planning and oversight of all accounting operations which include payables, receivables, and tax preparation. Carlos works directly with the president and senior leaders of our organization to ensure the company of a continuously sound financial structure. He does so by identifying issues affecting overall performance, reporting if revenue goals are on target, and maximizes scalability throughout the year.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Finance**
June 2017 – Present
- **Coca-Cola Refreshments – Senior Manager, Customer Care**
2012 – August 2017
- **Coca-Cola Refreshments – Market Unit VP**
2011 - 2012
- **Coca-Cola Enterprises Inc., South Region – Vice President/HEB Account Team Leader**
2010 – 2011
- **Coca-Cola Enterprises Inc., South Region – Area Manager/Area Vice President**
1998 - 2010



MARCELLA S. SOLANO

VP of Administration

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 9

EDUCATION

- Master of Administration of Justice & Security - University of Phoenix
- Bachelor of Business Administration - University of Texas-Pan American / Tecnológico de Monterrey, Guadalajara, Jalisco
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Marcie has a wealth of banking & investment experience along with 9 years in commercial construction. She serves as a trusted adviser who leads and mentors administrative staff. She assists with managing executive leadership projects, meetings, and events, as well as carrying out a variety of daily operational and managerial tasks. This includes implementing organizational policies and procedures, strategic planning, liaising with various departments within the organization, and record management. Additionally, she provides vital support to the construction team regarding safety and ensures compliance while mitigating risk.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Administration**
January 2014 – Present
- **Redhorse Labor, LLC – General Manager/Owner**
March 2013 – November 2016
- **Frost Bank – Administrative Officer**
June 2004 – March 2013



GERARDO "JERRY" GARCIA

Vice President of
Operations

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Texas State Technical Institute
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Jerry Garcia has been involved in the commercial construction industry for 39 years. He has over 28 years of experience in the construction management, 4 years in the project management field, and 7 years as partner/principal, as director of the Construction Administration department at ERO Architects. Jerry understands the high value of high-quality construction documents and has learned well how to effectively communicate and provide information related to projects in a timely manner. He has reviewed hundreds of construction documents and experientially learned what works from the owners, architects, and contractors' point of view. His experience covers public and private sector such as Public Schools, Banks, Restaurants, Hotels, Medical, and Federal Government Facilities. Jerry is very meticulous and diligent in regard to construction, and as the acting V.P. of Operations for NM Contracting, he will work closely with the design team to ensure a successful timely completion of the contracted construction projects.

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – V.P. of Operations**
2021 – Present
- **ERO Architects – Principal Partner**
2013 – 2021
- **FELMAC Construction – Construction Administration, Manager**
1999 – 2012
- **Rio Valley Construction, INC. – Construction Manger**
1985 - 1998



Statement of Qualifications



DAVID M. CRAMER

Senior Project
Manager

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 50+

EDUCATION

- Bachelor of Science-
Building Construction –
Texas A&M University

David is our most seasoned construction team member that has the overall responsibility to ensure each project is managed successfully and completed on time. He is also responsible for the timely submission of updated Project Schedules, submittals, and weekly meeting agendas. Other duties include, but are not limited to, review of project performance including scope, budget, schedule, costs, submittals, payment applications, shop drawings, field construction, and safety. Obtain all necessary permits and licenses. Prepare cost estimates and track financial status of project. Organize and facilitate project steering / operate committee meetings. Evaluate project using foresight and good judgement to solve unforeseen issues.

PROJECT EXPERIENCE

Ryder Truck Facility | \$1.5M | Houston, TX

Mid-Rise Condominiums | \$3.5M | South Padre Island, TX

Nueces County Courthouse | \$15M | Corpus Christi, TX

Navy Hospital | \$10M | Corpus Christi, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Senior Project Manager**
March 2021 – Present
- **Wil-Con – Project Manager**
October 2015 – June 2020
- **Alamo Systems – Project Manager**
October 2014 – August 2015
- **D. Wilson Construction – Project Manager**
June 2013 – August 2014



MELISSA CHAMPION

Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 30

EDUCATION

- South Texas College – Drafting & Design
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

Melissa has 30 years of commercial construction experience in project management and is responsible for overseeing multiple construction projects. Several of her responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, and organizing weekly meetings with all construction team members. She maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPERIENCE

- P.S.J.A ISD – S.F. Austin Middle School | \$23.7 M | Pharr, TX
- Brooks County ISD Falfurrias High School Renovations | \$9 M | Falfurrias, TX
- P.S.J.A ISD Henry Ford Elementary | \$11 M | Pharr, TX
- Mission CISD Alton Elementary | \$4 M | Mission, TX
- Edinburg Betty Harwell and Longoria Middle Schools | \$40 M | Edinburg, TX
- Mercedes ISD North Elementary | \$10 M | Mercedes, TX

ISMAEL MORALES

Project Manager



STATEMENT OF QUALIFICATIONS

Ismael has 10 years of commercial construction experience between project management and as a superintendent. He is responsible for overseeing multiple construction projects and maintaining industry- leading quality standards. He is highly skilled in leading cross- functional teams, liaising with subcontractors and external agencies, and ensuring on-time completion of project milestones. He is able to excel in demanding environments and complex situations. Several of his responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, ensuring site safety compliance, and organizing weekly meetings with all construction team members. He maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPERIENCE

- Mateo Beach House | \$1.2 M | South Padre Island, TX
- Bert Ogden Mazda | \$4.1 M | Mission, TX
- Hacienda Quick Lane | \$1.8 M | Edinburg, TX
- Collision Center | \$3.2 M | Edinburg, TX
- Toyota Center | \$9 M | Harlingen, TX

CONTACT

PHONE:
956-648-3812

EMAIL:

YEARS OF EXPERIENCE

Total: 10

EDUCATION

- Attended University of Texas Pan American
- CPR/Blood Pathogen Certified
- OSHA 10-Hour Safety Certification



MATEO SALAZAR

General
Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:

YEARS OF EXPERIENCE

Total: 22

EDUCATION

- Bachelor of Science/
Agricultural Engineer –
Universidad Autonoma
de Nuevo Leon
- OSHA-30 Hour Safety
Course
- CPR Certified
- Mold awareness,
prevention, and control
training

Statement of Qualifications

Mateo Salazar is a veteran General Superintendent and brings immense experience with managing construction field operations. As the General Superintendent, he is responsible for providing leadership of all field activities with an emphasis on safety, schedule, quality, and owner satisfaction.

PROJECT EXPERIENCE

- Pharr City Hall Renovations | \$2.3 M | Pharr, TX
- TSTC Chiller Plant | Harlingen, TX
- Hidalgo County Admin. Offices Renovation |
Edinburg, TX
- Nikki Rowe HS Roof Replacement | McAllen, TX
- Juarez-Lincoln HS Science Lab Additions | La Joya,
TX
- Replaced 11 Generators Port Isabel Detention
Center | Port Isabel, TX
- Border Patrol Salley Port Widening | La Grulla, TX
- Los Fresnos Elementary #9 | Brownsville, TX
- Weslaco Public Facilities | Weslaco, TX
- Sharyland Elementary #8 | McAllen, TX
- La Joya Elementary #19 | Mission, TX
- Pharr Housing Authority | Pharr, TX
- McAllen Pest Control | Pharr, TX
- Penn Aluminum | Harlingen, TX
- Time Warner Cable | Pharr, TX



NM Contracting, LLC

2022 ORCHID AVENUE

MCALLEN TEXAS 78504

Office: 956-631-5667 Fax: 956-627-3959

Proposed Strategy and Operation Plan

Project Management Strategy:

1. **Purpose:** To ensure the timely completion of the project and construction completed as per the detailed plans and specifications.
 - a. Days of week available to work on the project: 6 Days
 - b. Hours available to work on the project: 8 hours per day

2. Proposed Team / Individual Responsibilities:

- a. **VP of Operations** (Jerry Garcia) Mr. Garcia manages NM's Construction Administration Department. He oversees construction review and compliance, owner/architect communications, documentation, and warranty and close-outs. With more than 30 years of construction administration experience, he can expertly and effectively communicate with every team member involved on the project. His knowledge & expertise in construction administration is invaluable to our organization and ensures our team not only meets, but exceeds client expectations. Mr. Garcia is also certified as a Safety Inspector and Accident Investigator.
- b. **Project Manager** (Andrew Munoz) will have overall responsibility to ensure the project is managed successfully and completed on time. He will also be responsible for the timely submission of updated Project Schedules, submittals, and weekly meeting agendas. Other duties include, but are not limited to, review of project performance including scope, budget, schedule, costs, submittals, payment applications, shop drawings, field construction, and safety. Obtain all necessary permits and licenses. Prepare cost estimates and track financial status of project. Organize and facilitate project steering / operate committee meetings. Evaluate project using foresight and good judgement to solve unforeseen issues.
- c. **Construction Manager** (Andrew Martinez) will have responsibility to ensure construction work is performed safely, timely and per plans and specifications. He will be responsible for the direct supervision of the Site Superintendent.
- d. **Site Superintendent** (James Longoria) will have responsibility "on-site" to ensure construction work is performed safely, timely, per plans and specifications, and per normal/acceptable methods of construction. He will coordinate all construction work "on-site" with Sub-Contractors and ensure the project site is maintained in a safe and clean manner. Participate in pre-construction / construction meetings associated with subcontractors and owners / architects. Ensure quality workmanship and client satisfaction

throughout the construction process through daily & frequent interaction with client, architect, and subcontractors in order to analyze and resolve all challenging circumstances. Organize scheduling of subcontractors and monitor work efficiency. Insure all work performed is OSHA compliant.

- e. **Accountant (Joseph Wetegrove)** will manage the accounting for the project including all approved payment applications to ensure they are processed into our accounting system. He will also ensure all Sub-Contractors are paid timely and keep track of their progress payments. Any and all claims will also be handled through him.

3. Project Schedule:

- a. A detailed Project Schedule will be prepared by the Project Manager via Microsoft Project for review/approval and updated weekly. The Project Manager will be responsible for updating the Project Schedule.

4. Pre-Construction Meeting:

- a. The project team listed above will attend the pre-construction meeting to ensure total alignment with the Architect and Owner on the project execution.

5. Sub-Contractor Pre-Construction Meeting:

- a. The project team listed above will have a pre-construction meeting with all Sub-Contractors to review the detailed project plan and specifications as well as the Project Schedule. The Project Manager and Construction Manager will also review the acceptable methods of construction with each sub-contractor.

6. Permits/Utilities:

- a. The Project Manager & Superintendent will be responsible for obtaining building permits, certificates of inspections and certificates of occupancy as required by governing authorities.
- b. The Project Manager will assess requirements for construction and all connections required for scope of work.

7. Sub-Contractor Agreements:

- a. The Project Manager will issue agreements for all Sub-Contractors and ensure they provide the necessary insurance documents prior to commencing any work on the job site.
- b. The Project Manager will ensure all Sub-Contractors are aware of the requirements of the Davis-Bacon Act and their obligations to the prescribed wage rates.
- c. The Project Manager will provide the final list of all Sub-Contractors and suppliers.

8. Project Mobilization:

- a. The Project Manager will create and communicate the construction Job Site Plan. The Site Superintendent will be responsible for ensuring adherence to the Job Site Plan.
- b. The Site Superintendent will be responsible for securing the site daily and establishing the limits of construction.
- c. The Project Manager will coordinate among trades the staging of construction equipment.

9. Project Signage:

- a. The Project Manager will order and cause to be installed and maintained all project signage.

10. Weekly Project Meetings:

- a. Site meetings will be led by the Project Manager and will include the Construction Manager, Site Superintendent and representatives from the Architect and Owner. The weekly meeting agenda will include an update on the Project Schedule and issues requiring resolution to ensure the project stays on schedule. These meetings will be documented through the keeping of meeting minutes including the detail of follow-up items, who is accountable for each, and date resolution is required.
- b. Internal Weekly NM Contracting, LLC team meeting will be led by the Project Manager and will include the Construction Manager, and Accountant to ensure the overall flow and execution of the project. These meetings will be documented through the keeping of meeting minutes including the detail of follow-up items, who is accountable for each, and date resolution is required.

11. Change Orders/Directives:

- a. Authority to Make Changes – The Architect and Owner have the only authorization to approve changes. Any requests for changes will be managed through the preparation of Change Proposals by the Project Manager which will detail the cost information. The Project Manager will ensure no work is performed until approval of Change Request Proposals are received which will be documented in a Change Proposal Request log.
- b. NM Contracting, LLC change requests will be detailed in a Request for Information (RFI) provided to the Architect. The RFI will detail labor & material costs.

12. Resolving Construction Issue:

- a. Contractor will hold a meeting with the owner, architect, and any affected subcontractors to assess responsibility and measures for corrective action.

13. Warranty:

- a. NM Contracting, LLC provides a 1 year warranty period from the final date of substantial completion. All warranty and closing documents will be provided upon substantial completion of the project in both hard copy & electronic format.

14. Ability to Work With Other Team Members:

- a. Our team has sufficient staff and resources to meet your needs and deliver projects on your schedule. Our firm will assist its clients in having the most efficient, functional and well-designed facilities within budget and time.
- b. NM Contracting, LLC is committed to establishing long term partnership. The team we have proposed was carefully assembled in order to not only bring you the best professional talent and a team that is deeply rooted in the Rio Grande Valley community, but also and even more importantly, has the relevant knowledge and combined experience to deliver a successful project. Our team members have over 60+ years of combined experience working in South Texas, and know all the opportunities and challenges of designing and building a project in this region.



NM Contracting, LLC

2022 ORCHID AVENUE
MCALLEN TEXAS 78504

Office: 956-631-5667 Fax: 956-627-3959

RE: Quality Control Program

To The County of Hidalgo, Texas

Fulfilling client contract expectations is a primary objective of the NMC Quality System. To ensure that client expectations will be fulfilled, NMC clearly defines the requirements for each contract before it is approved.

The Project Manager ensures that the information provided in the contract clearly defines client expectations and that the necessary details are provided to set requirements for construction. NMC personnel and subcontractors and suppliers are accountable for compliance to standards-based written specifications.

To achieve expectations reliably and consistently, specifications are clearly spelled out, not only for results but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors and suppliers, safe work guidelines, and environmental work conditions.

Standards ensure that results are specified rather than left to discretionary practices.

Methods Used to Maintain Quality Control

Prior to the commencement of work, the Project Manager holds a meeting to discuss and coordinate how project work will be performed and controlled. Key personnel from NMC, subcontractors and suppliers meet to review expectations for project quality results as well as quality assurance and quality control policies and procedures including:

- Key requirements of the project
- Required quality inspections and testing
- The project submittal schedule
- Quality policies and heightened awareness of critical quality requirements
- Methods of communications and contact information
- Location of project documents and records

Weekly Quality Planning & Coordination Meetings

The superintendent conducts weekly/bi-weekly meetings with key company, subcontractor and supplier personnel responsible for carrying out, supervising or inspecting the work. During the meeting, the Superintendent facilitates coordination among the participants, communication among the participants, and reinforces heightened awareness for critical requirements. The Superintendent maintains a record of the meeting along with pertinent notes/comments of the meeting event on the Quality Control Report on our construction software system.

Observations & Corrective Actions

Should a nonconformance be identified by an inspection there is a systematic method to control the item, correct it, and ensure that project quality is not adversely impacted by the event.

When the Quality Manager, Superintendent, inspector, or client identifies a nonconformance or an observation, the item is quickly and clearly marked by tape, tag, or other easily observable signal to prevent inadvertent cover-up.

Experience of Key Personnel

The top three Key Personnel within our company have a combined work experience of more than 27 years in the construction industry. Our goal is to provide our clients with outstanding customer service while rapidly resolving any issues with practical solutions. We strive to produce quality work efficiently to maximize profit and reduce cost.

Noel Munoz

Noel Munoz, Jr. – President
NM Contracting LLC

NM CONTRACTING, LLC

FINANCIAL STATEMENTS WITH

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

December 31, 2022

NM CONTRACTING, LLC

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GATLIN RAGO CPA GROUP

Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
NM Contracting, LLC
McAllen, Texas

We have reviewed the accompanying financial statements of NM Contracting, LLC (an S-Corporation), which comprise the balance sheet as of December 31, 2022, and the related statement of income, statement of changes in member's equity, and statement of cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information Schedule of Contracts in Progress and Schedule of Contracts Completed is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide assurance on it.

Gatlin Rago CPA Group

GATLIN RAGO CPA GROUP
Certified Public Accountants
Valparaiso, IN

May 17, 2022

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2022

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,006,713	
Accounts receivable		
Construction operations	6,040,639	
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>561,914</u>	
Total Current Assets		8,609,266

PROPERTY AND EQUIPMENT

Computer equipment and software	87,868	
Equipment	25,192	
Vehicle	375,069	
Furniture and fixtures	<u>2,660</u>	
	490,789	
Less: accumulated depreciation	<u>(406,765)</u>	
	84,024	
Land	<u>498,367</u>	
Total Non-Current Assets		582,391

OTHER ASSETS

Investment property	300,000	
Plan deposits	5,621	
Security deposits	<u>318</u>	
Total Other Assets		<u>305,939</u>

TOTAL ASSETS

\$ 9,497,595

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2022

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 5,340,072	
Billings in excess of earnings on uncompleted contracts	871,817	
Wages and payroll taxes payable	19,660	
Property tax payable	5,373	
Current portion of long-term debt	34,860	
Total Current Liabilities		6,271,782

LONG-TERM DEBT, Less Current Maturities 424,687

MEMBER'S EQUITY

Common stock, 200 shares authorized issued and outstanding	200	
Retained earnings	2,800,927	
Total Member's Equity		2,801,127

TOTAL LIABILITIES AND MEMBER'S EQUITY \$ 9,497,595

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF INCOME

For the year ended December 31, 2022

REVENUES		\$ 20,395,719
COST OF GOODS SOLD		
Bond expense	453,929	
Equipment rentals	71,469	
Materials	6,307,038	
Permits	39,595	
Subcontractors	9,900,328	
Wage construction	423,993	
Total Cost of Goods Sold		<u>17,196,353</u>
GROSS PROFIT		3,199,367
GENERAL AND ADMINISTRATIVE EXPENSES		<u>1,935,072</u>
INCOME (LOSS) FROM OPERATIONS		1,264,295
OTHER INCOME		
Interest income	43,134	
Total Other Income		<u>43,134</u>
NET INCOME (LOSS)		<u>\$ 1,307,429</u>

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CHANGES IN MEMBER'S EQUITY

For the year ended December 31, 2022

	Noel Munoz, Jr.	Total Member's Equity
Balance, December 31, 2021	\$ 3,267,809	\$ 3,267,809
Net income (loss)	1,307,429	1,307,429
Contributions	-	-
Distributions	(1,774,111)	(1,774,111)
Balance, December 31, 2022	<u>\$ 2,801,127</u>	<u>\$ 2,801,127</u>

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CASH FLOWS

For the year ended December 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Net income (loss)	\$ 1,307,429	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	52,466	
Changes in:		
Accounts receivable-construction operations	(1,881,537)	
Accounts receivable-employee loans	600	
Costs in excess of billings	(173,100)	
Other assets-plan deposits	(118)	
Accounts and credit card payable	2,137,909	
Billings in excess of earnings	149,408	
Accounts payable-related parties	(11,000)	
Wages and payroll taxes payables	12,736	
Property tax payable	1,108	
State tax payable	(175,019)	
Net Cash Provided (Used) By Operating Activities		1,420,882

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds used to purchase fixed assets	(6,232)	
Net Cash Provided (Used) By Investing Activities		(6,232)

CASH FLOWS FROM FINANCING ACTIVITIES

Debt retirement	(36,880)	
Distributions to member	(1,774,311)	
Net Cash Provided (Used) By Financing Activities		(1,811,191)

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

		(396,541)
Cash and Cash Equivalents, Beginning of Period		2,403,255
Cash and Cash Equivalents, End of Period	\$	<u>2,006,713</u>

OTHER CASH FLOW INFORMATION

Cash paid for interest	\$	29,563
------------------------	----	--------

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

NM Contracting, LLC was incorporated in the State of Texas on November 6, 2008. The Company is a general contractor engaging in non-residential real estate projects. Projects consist of schools, warehouses, and various utility projects. The Company's area of business is predominately in the Rio Grande Valley located in South Texas.

Method of Accounting for Construction Contracts

Revenues on construction contracts are recognized on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total cost for each contract. Total cost is considered to be the best available measure of progress on the contracts. Contract costs include all direct and indirect costs related to contract performance. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Construction contracts contain retainage provisions which allow the customer to withhold amounts for payment until NM Contracting LLC, has completed its work. It is Company policy to bill these amounts and include them as a separate item in accounts receivable.

For contracts that are within the scope of FASB ASC Topic 606: Revenue from Contracts with Customers, the Company performs the five-step process: identify the contract with the customer, identify the performance obligations, determine the transaction price, allocate the price to the performance obligations, and recognize revenue with the satisfied performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Revenues related to contracts with customers are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. Revenue is recognized using an input measure of costs incurred to date relative to total estimated costs at completion to measure progress. This measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Adjustments to projected costs are made periodically and losses expected to be incurred on contracts in process are charged to operations in the period in which such losses are determined. Claims for additional contract revenue are recognized when realization of the claim is assured, and the amount can be reasonably determined.

Revenue from time and materials contracts are recognized in the period in which the work is performed. The Company determined that generally time and material contracts contain a single performance obligation as the services provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time and material contracts.

The "Costs and Estimated Earnings in Excess of Billings on Contracts" asset account represents revenues recognized in excess of amount billed on long-term contracts. The "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" liability account represents billings in excess of revenues recognized.

Cost of earned revenues include all direct material, direct labor, subcontractor costs, and those indirect costs related to contract performance, such as supplies, freight, repairs, and depreciation costs. Both indirect and general and administrative costs are expensed as incurred.

In the case of contracts which require more than one year to complete, changes in job performance, job conditions, estimated profitability and final contract settlements which result in revisions to costs and income are recognized in the accounting period in which these matters become known.

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Management estimates the financial costs to complete a given contract based on information available at the balance sheet date. Estimates of costs to complete certain contracts can change significantly in the near term, and ultimate outcomes of contracts subject to customer review are not known. Due to these uncertainties, it is reasonably possible that actual financial results could differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost and are being depreciated, primarily on a straight-line basis, over their estimated useful lives as follows:

Equipment and Trucks	3 to 10 years
Furniture and Fixtures	5 to 10 years

Depreciation expense for the period ended December 31, 2022 is \$52,466.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires that management make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Construction revenues are recognized on the percentage-of-completion basis. Consequently, revenues and gross profit for each accounting period is determined on a contract-to-contract basis by reference to the costs incurred to date as a percentage of total estimated costs. Such estimates are subject to change in the normal course of business.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all deposited funds including time deposits with a maturity date of less than three months to be cash equivalents.

Accounts Receivable

Customer accounts receivable are stated at the amount management expects to collect on balances. Management closely monitors outstanding balances and writes - off, as deemed necessary, all balances past due after a certain period of time and for which all collection efforts have been exhausted.

No allowance for uncollectible accounts has been provided since management has determined that the potential for bad debts is not material at year end.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Company expenses advertising costs as they are incurred. The Company did not incur any advertising expenses as of December 31, 2022.

NOTE 2 - CONCENTRATIONS OF CREDIT RISK RELATED TO CASH DEPOSITS

The Company maintains cash balances in two financial institutions located in Texas. Accounts at this institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2022, the Company's insurance cash balance at Frost Bank total is \$250,000 of their \$1,006,713 cash balance and at Mass Mutual Trust is \$250,000 of their \$1,000,000 cash balance.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable pertaining to construction projects at December 31, 2022 consisted of the following:

Contract receivables - completed contracts	\$ 110,965
Contract receivables - contracts in progress	3,685,532
Retainage receivables	<u>2,244,142</u>
	<u>\$ 6,040,639</u>

Accounts receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with client having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information relative to contracts in progress at December 31, 2022 is as follows:

Costs incurred on uncompleted contracts	\$ 18,769,937
Estimated earnings	<u>1,193,667</u>
	19,963,604
Less: billings to date	<u>(20,273,506)</u>
Net under / (over) billings on uncompleted contracts	<u>\$ (309,902)</u>

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS (Continued)

Included in the accompanying balance sheet under the following captions:

Cost and estimated earnings in excess of billings on uncompleted contracts	\$ 561,915
Billing in excess of costs and estimated earnings on uncompleted contracts	<u>(871,817)</u>
Net under / (over) billings on uncompleted contracts	<u><u>\$(309,902)</u></u>

NOTE 5 - OTHER ASSETS

The Company purchased an investment residential property in McAllen, TX.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases an office building from NM Enterprise LLC which is a related company through common ownership. The arrangement of the lease is on a month-to-month basis, including payment of \$4,000 per month. Total rent paid in 2022 was \$48,000.

The Company is related to Commercial Framing Systems, LLC, (CFS), a framing company, by virtue of common ownership through October 1, 2022. For the year ended December 31, 2022, the Company has paid \$301,017 to CFS as a subcontractor for framing services performed for the Company's construction projects. At December 31, 2022, CFS owes the Company \$218,485 for start-up costs paid by the Company on behalf of CFS and the Company owes CFS \$49,547 for work performed on general contracting jobs for The Company. CFS will continue to repay the start-up costs which will be completed by the end of April 2024 based on an agreement with the new owner of CFS.

In October 2018, the FASB amended the Accounting Standards Codification Topic 810, *Consolidation*. Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The amendments are effective for annual periods beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, with early adoption permitted. The Company evaluated the amended guidance and elected to adopt the private company accounting alternative to exempt itself from applying the VIE consolidation model to qualifying common control arrangements for the years ended December 31, 2020 and 2019.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 7 - LONG-TERM DEBT

Long-term debt at December 31, 2022 consists of the following:

The Company has a \$1,000,000 line of credit, of which \$1,000,000 was unused at December 31, 2022. Bank advances on the credit line are payable on demand and carry an interest rate of 9.50%. The credit line is secured by the Company's accounts receivables and equipment and personally guaranteed by the managing member of the Company.

\$ -

Note payable to Bank of America. The original amount of the note was \$83,851 with monthly payments of \$1,380, including interest at 5.77%, collateralized by a 2020 F-250 Truck. The loan matures on October 2027.

56,852

Note payable to Bank of America. The original amount of the note was \$94,155 with monthly payments of \$597, including interest at 4.50%, collateralized by a 2022 Air Stream Travel Trailer. The loan matures on November 2041.

91,164

Note payable to Texas Regional Bank. The original amount of the note was \$378,000, with monthly payments of \$3,158, including interest at Wall Street Journal Prime Rate plus one-half percent (0.5%), collateralized by ranch land in Starr County. The loan matures on February 2029.

311,531

Total long-term debt

459,547

Less: current maturities

(30,003)

\$ 429,544

Future maturities of long-term debt notes payable are as follows:

2023	\$ 30,003
2024	31,879
2025	34,148
2026	33,742
2027	21,866
Thereafter	<u>277,906</u>
	<u>\$ 429,544</u>

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 8 - MAJOR CUSTOMERS

For 2022, the Company's largest client was the City of McAllen. The McAllen Airport Phase 3 and 4 accounted for approximately 18% of total revenues as opposed to previous year where Valvoline accounted for 35% of the Company's revenues.

NOTE 9 - INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carry back as a deduction. The member is liable for individual income taxes on their respective shares of the Company's taxable income.

Management has determined the corporation does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Corporation's tax returns will not be challenged by the taxing authorities and that the Corporation, or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Corporation's tax returns remain open for three years for federal tax examinations. Currently, 2021, 2020, and 2019 tax years remain open and subject to examination by the taxing authorities. The Company also files franchise tax returns with the Texas Comptroller of Public Accounts and is no longer subject to state tax examinations by tax authorities for years before 2017.

NOTE 10 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 17, 2023, the date the financial statements were available for issuance.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

NOTE 11 - OPERATING EXPENSES

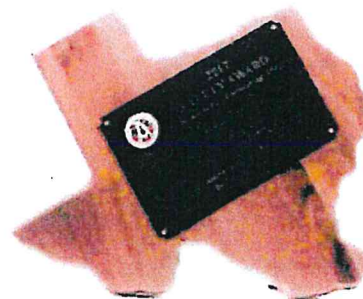
Operating expenses consist of the following:

Automobile expense	\$ 90,762
Bad debt	600
Bank fee	321
Bonuses	104,500
Charitable contributions	750
Commissions	13,544
Computer and internet	20,269
Depreciation	52,466
Dues and subscriptions	7,615
Insurance	201,170
Interest	29,563
Lease	8,972
License and permits	290
Meals and entertainment	13,298
Merchant account fees	38,872
Miscellaneous	213
Miscellaneous job cost	(8,256)
Office expense	57,248
Office supplies	5,581
Payroll expense	21,841
Postage and delivery	1,022
Printing and production	15,656
Professional fees	128,740
Rent	60,531
Repairs and maintenance	23,189
Salary - office	637,866
Salaries - officers	122,438
Security	766
Sponsorship	13,919
Taxes	204,100
Telephone	11,332
Travel	11,651
Utilities	19,576
Warranty expense	24,668
	<u>\$ 1,935,072</u>

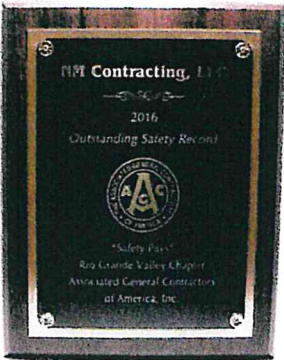
Awards



Awards



Awards



Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3164, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.



Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name NM Contracting, LLC
Street 2022 Orchid Avenue
City Madison State TX ZIP 78704

Industry description (e.g., Manufacture of motor truck trailers)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
336212

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
Annual average number of employees 22
Total hours worked by all employees last year 42,700

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Title President
Date 12/31/2022

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(g)	(h)	(i)	(j)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(k)	(l)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(m)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the collection of information, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, including suggestions for reducing the burden, write to Washington, DC 20203. Do not send the completed form to this office.



Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0076

Establishment Information

Your establishment name Nvi Contracting, LLC
Street 2022 Orchid Avenue
City McAllen State TX Zip 78504

Industry description (e.g., *Manufacture of motor inch trailers*)
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information (If you don't have these figures, use the figures on the back of this page in estimate.)

Annual average number of employees 15

Total hours worked by all employees last year 29,120

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature [Signature] Title President
Phone (956) 631-5667 Date 12/31/2021

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments about this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed forms to this office.



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-016

Establishment information

Your establishment name NM Contracting, LLC

Street 2022 Orchid Avenue

City McAllen State TX ZIP 78504

Industry description (e.g., Manufacture of motor truck trailers)

Construction

Standard Industrial Classification (SIC), if known (e.g., 3713)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 18

Total hours worked by all employees last year 37,440

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge, the entries are true, accurate, and complete.

President

Signature

956 631-5667

12/31/2020

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a valid OMB Control Number. If you have any comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, write to Washington, DC 20503. Do not send the completed form to this office.

Establishment Information

Your establishment name NM Contracting, LLC
Street 2022 Orchid Avenue
City McAllen State TX ZIP 78504
Industry description (e.g., Manufacture of motor vehicles)
Standard Industrial Classification (SIC), if known (e.g., 3713)
CIR
North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information (If you don't have these figures, use the Worksheet on the back of this page to estimate.)

Annual average number of employees 15
Total hours worked by all employees last year 31,200

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature [Signature] Title President
Telephone 956-631-5667 Date 12/31/2019

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual cases you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(6)	(1)	(1)	(4)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(8)	(1)

Injury and Illness Types

Total number of:	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Before reporting burden for this collection of information, estimate the average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments to Washington, DC 20503. Do not send the completed form to this office.



Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA 10-1218-076

Establishment information

Your establishment name NM Contracting, LLC

Street 2022 Orchid Avenue

City McAllen State TX Zip 78504

Industry description (e.g., *Manufacturer of metal tank trailers*)
Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, use the Worksheet on the back of this page to estimate.)

Annual average number of employees 17

Total hours worked by all employees last year 35,260

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature President
Date 12/31/2018
Phone (956) 631-5567



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 02/04/2020

Production Date: 09/26/2019

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0
(A) Wt	(B) (C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.05	2,361	3,833	1,472	0	25,375	0	0	0
Primary Losses		Stabilizing Value		Ratable Excess		Totals		
Actual	(I) 0	$C * (1 - A) + G$ 27,618		(A) * (F) 0		(J) 27,618		
Expected	(E) 1,472	$C * (1 - A) + G$ 27,618		(A) * (C) 118		(K) 29,208		
ARAP		FLARAP		SARAP		MAARAP		
Factors						(J) / (K) 95		

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 02/04/2020

Production Date: 09/26/2019

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2016 Exp Date: 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			382,569	Subject Premium:	7,528	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2017 Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2018 Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: A Firm Name: NM CONTRACTING LLC

Carrier: 17965 Policy No. WC019098900 Eff Date: 03/14/2016 Exp Date: 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			25,571	Subject Premium:	854	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2020

Production Date: 07/07/2020

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,361	3,833	1,472	0	25,375	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	0		$C * (1 - A) + G$ 27,618		$(A) * (F)$ 0		(J) 27,618
Expected	(E)	1,472		$C * (1 - A) + G$ 27,618		$(A) * (C)$ 118		(K) 29,208
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						$(J) / (K)$.95		

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2020

Production Date: 07/07/2020

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2016

Exp Date: 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			382,569	Subject Premium:	7,528	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2017

Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2018

Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: A Firm Name: NM CONTRACTING LLC

Carrier: 17965

Policy No. WC019098900

Eff Date: 03/14/2016

Exp Date: 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			25,571	Subject Premium:	854	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

C Catastrophic Loss

E Employers Liability Loss

X Ex-Medical Coverage
W Limited Loss

U USL&HW

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2021

Production Date: 01/15/2021

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	1,925	3,105	1,180	0	24,875	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
05		1,925	3,105	1,180	0	24,875	0	0

	Primary Losses		Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	0	C * (1 - A) + G 26,704		(A) * (F) 0		(J) 26,704	
Expected	(E)	1,180	C * (1 - A) + G 26,704		(A) * (C) 96		(K) 27,980	
	ARAP		FLARAP		SARAP		MAARAP	
Factors							(J) / (K) .95	

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2021

Production Date: 01/15/2021

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2017 Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.38	.40	18,433	254	102					
5606	.22	.38	224,356	494	188					
8809	.04	.36	11,502	5	2					
8810	.03	.36	215,380	65	23					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2018 Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	607,093	1,336	508					
8810	.03	.36	225,469	68	24					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0002032535 Eff Date: 06/01/2019 Exp Date: 06/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	341,788	752	286					
8809	.04	.36	82,049	33	12					
8810	.03	.36	326,475	98	35					
Policy Total:			750,312	Subject Premium:	6,105	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2023

Production Date: 12/05/2022

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	4,394	6,789	2,395	0	24,625	0	0
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		4,394	6,789	2,395	0	24,625	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual		(I)	0	$C * (1 - A) + G$ 28,799		$(A) * (F)$ 0		(J) 28,799
Expected		(E)	2,395	$C * (1 - A) + G$ 28,799		$(A) * (C)$ 220		(K) 31,414
		ARAF		FLARAP		SARAP		MAARAP
Factors								$(J) / (K)$.92

Carrier: 20145-004 Policy: 60534405

Eff-Date: 06-01-2022 Exp-Date: 06-01-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2023

Production Date: 12/05/2022

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0002032535

Eff Date: 06/01/2019

Exp Date: 06/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	341,788	581	174					
8809	.04	.40	82,049	33	13					
8810	.03	.48	326,475	98	47					
Policy Total:			750,312	Subject Premium:	6,105	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 22160

Policy No. 46WEAAG0AW2

Eff Date: 06/01/2020

Exp Date: 06/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	.74	.30	13,869	103	31					
5183	.69	.36	23,200	160	58					
5403	1.21	.36	147,028	1,779	640					
5606	.17	.30	309,158	526	158					
8810	.03	.48	487,149	146	70					
Policy Total:			980,404	Subject Premium:	12,875	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 22160

Policy No. 46WEAAG0AW2

Eff Date: 06/01/2021

Exp Date: 06/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.21	.36	220,967	2,674	963					
5606	.17	.30	292,965	498	149					
8810	.03	.48	637,658	191	92					
Policy Total:			1,151,590	Subject Premium:	15,608	Total Act Inc Losses:			0	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Ernesto "Neto" Guajardo
Raudel Maldonado
Pete Garcia

September 7, 2020

To Whom It May Concern:

It is with great pleasure and trust I write this letter as a strong recommendation for NM Contracting LLC.

In the last few months, we have used NM Contracting LLC to build the city's new Public Safety Building. The quality of work, the professionalism, their ability to meet or exceed our deadlines, exceeded our highest expectations and the integrity of the individuals who assisted us in these projects are the reasons we will gladly use them in any future construction developments the City of San Juan may take on.

Should you decide to do business with NM Contracting LLC, I do not believe you will be disappointed with the quality of work, their commitment to excellence and their ability to meet deadlines. My observation as city manager of NM Contracting LLC, is that they are first class in every way and conducts business very professionally.

Should you have any questions, please do not hesitate in contacting me at (956) 223-2206 or via email at barjona@cityofsanjuan.com.

Sincerely,



Benjamin Arjona, City Manager
City of San Juan



Pharr



MAYOR Ambrosio Hernandez, MD

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

To Whom It May Concern,

It is my pleasure to write this letter of recommendation on behalf of NM Contracting LLC. In the last 5 years, the city has undergone an aggressive physical transformation to optimize its usage and have an updated visual appeal. A key aspect of this endeavor was the modernization of our city hall. It was the first building to be addressed and the remodel was not only constructed under budget, but also ahead of schedule. NM Contracting provided exceptional management and workmanship throughout the project. They are diligent and have a great "customer comes first" mentality and it definitely showed.

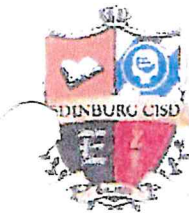
As Mayor, I interact with many vendors of all types and capabilities, but I can honestly say that it was a pleasure to work with NM Contracting LLC. On behalf of the City of Pharr we whole heartily recommend without reservation NM Contracting LLC for any project.

Please feel free to contact me personally if you have any questions or need additional information.

Thank you,

A handwritten signature in blue ink, which appears to read "Amos Hernandez".

Mayor Ambrosio "Amos" Hernandez
(956) 648-4019
Mayor@pharr-tx.gov



EDINBURG CISD

411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2300

CARMEN GONZÁLEZ, President
XAVIER SALINAS, Vice President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Maria H. Salinas, Superintendent

October 10, 2023

Noel Munoz
Noel Munoz Contracting
Owner

To Whom It May Concern

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the great job provided by NM Contracting during the last several years. NM Contracting has done multiple ranging from small projects like Elem School Gym Addition, Elem. School Wing additions to Large Elementary Addition and Renovations like Hargill Elem. School.

NM Contracting attention to detail on their projects, headed by Noel Munoz has proven how a well-organized project can come to life when the Owner, Architect and Contractor share a common goal to achieve a successful project. They kept us informed, responded diligently when additional information was requested, and were always willing to cooperate and serve our district and campus personnel and most importantly kept the project on schedule for the benefit of students and staff without disrupting the teaching environment.

NM Contracting quality of work and their reliability have been more than satisfactory to our district and have handled every problem in a professional manner and timely manner and always ensure the project gets completed to the satisfaction of the owners.

We look forward to future projects with NM Contracting. Should you have any questions or need additional information do not hesitate to call me at (956) 289-2578.

Sincerely,


Roberto S. Gomez
Director of Facilities Department

Non-discrimination Statement

Edinburg CISD does not discriminate based on race, color, national origin, sex, age, or handicap in any of its programs or activities. This policy applies to all employees, students, and the community. For more information, please contact the Superintendent at (956) 289-2300.

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500 N. Central Expressway, Ste. 550
Plano, TX 75074
assuredpartners.com

November 11, 2022

NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

Re: Bond Reference Letter –NM Contracting, LLC

To Whom It May Concern:

Since 2019, AssuredPartners and Atlantic Specialty Insurance Company have had the privilege of providing bonds for NM Contracting, LLC. NM Contracting, LLC has a bonding capacity on individual projects of \$30,000,000 and a total program of \$75,000,000.

We will favorably consider the bonds subject to normal underwriting at the time of the bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, job scope, financial data, and project financing.

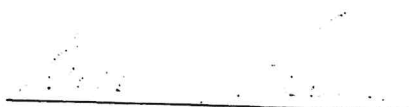
We assume no third-party liability if for any reason we do not execute such bonds as bonding is a matter between NM Contracting, LLC and Atlantic Specialty Insurance Company. Please note that this letter does not replace or constitute any type of bid bond or guarantee. As such, it is for informative purposes only and not contractually binding.

NM Contracting has demonstrated a proven ability to deliver quality projects on time and within budget. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner. We hope the above demonstrates our utmost confidence in NM Contracting, LLC. We anticipate no issues in providing the necessary Performance and Payment bonds for the project in question project upon review of the underwriting information.

Atlantic Specialty Insurance Company is rated A+ (Superior) XV Stable by AM Best and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation of \$81,790,000.

Sincerely,

Atlantic Specialty Insurance Company



Russ Frenzel, Attorney-in-Fact
972-331-3725
russ.frenzel@assuredpartners.com



Private and Confidential
Do Not Reproduce or Distribute

December 9, 2021

To Whom It May Concern:

At the request of our customer Mr. Noel Munoz Jr. owner of N M Contracting LLC, we have prepared this letter outlining his relationship with Frost Bank. Mr. Munoz opened his account with Frost Bank in 2004. N M Contracting LLC maintains a commercial depository account with a high six-figure twelve-month average balance. The current balance of the depository account is a mid six-figure. The depository account is handled in a satisfactory manner.

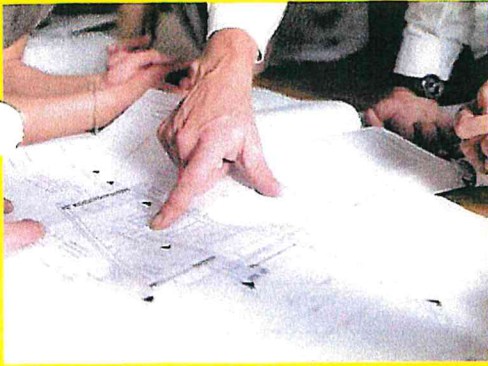
Mr. Munoz and his Company have maintained a good relationship with Frost Bank. We look forward to assisting them with any banking needs they may have in the future.

Please contact me at Frost Bank if you have any question regarding this information. My direct phone number is 956-668-3095. My fax number is 668-3025.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar Quintanilla".

Omar Quintanilla
Vice President



HEALTH & SAFETY PLAN

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504

Office: (956) 631-5667
E-Mail: noel@nmcontracting.us
Website: nmcontracting.us



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Disclaimer

Everything in this document is intended to be in accord with all statutory rules and regulations that exist at the time of the publication of this manual. The authors are not liable for any charges that may be enacted after this date and cannot be held liable for the use or misuse of this document. Readers are cautioned to familiarize themselves with the language of all statutory rules and regulations that govern the subjects identified within this document.

Health & Safety Philosophy

It is the philosophy of NM Contracting, LLC that all injuries can be prevented. We are vitally concerned about the human suffering and financial losses resulting from on-the-job accidents, both for the individual and the company. Therefore, the prevention of accidents is a major company objective, requiring the active and sincere cooperation of all employees.

Total accident prevention can only be accomplished through the coordinated efforts of all employees. Therefore, all NM Contracting, LLC personnel, as a condition of employment, must be knowledgeable of and follow the company safety requirements.

It is our policy that no job or service performed by an employee is so important or urgent that it cannot be performed the safest way. Safety and sanitary conditions will be taught and enforced by supervision. It is our firm commitment to truly make safety equal to cost and production.

We welcome suggestions from employees that will further help provide safe and healthful conditions and practices.

A handwritten signature in blue ink, appearing to read 'Noel Munoz, Jr.', with a stylized flourish at the end.

Noel Munoz, Jr.
President



Safety Responsibilities

Management

- Provide means to accomplish a sound safety policy.
- Enforce this policy and discharge any employee willfully disregarding it.
- Conduct periodic safety inspections and file reports.
- Investigate or cause to have investigated and any all accidents and file such reports on each.
- Establish procedure for treatment of injuries.
- Establish safety meeting procedures and provide safety training for personnel.
- Provide each project with federal, state, and local safety code requirements.
- Establish monthly accident reporting program and record keeping as required by OSHA.
- Assign a member of the management the responsibility to carry out the Company Safety Program.

Project Managers, Estimators, & Project Engineers

- With regard to safety, be responsible for including the proper amount of material, equipment, and labor in the estimate to properly protect personnel and property. Planning will include the following:
 - Scope of Proposed Operations
 - Exposure to People
 - Adjacent Property
 - Exposure to Street Traffic
 - Project Controls
 - Utility Exposure – Existing Facilities
 - Housekeeping Practices
 - Personal Protection
 - Public Relations
 - Adjacent Work in Progress
 - Excavation & Trench Safety
- Check the job site safety records on a regular basis, noting any trends in types of accidents.
- Make sure at project meetings that all Subcontractor's supervisory personnel are aware of the Company Safety Program requirements and that they understand that it is a part of their contract.

General Superintendents/Superintendents

- Be completely responsible for on-site safety and record keeping.
- Ensure all necessary personal protective equipment, job safety materials, and first aid equipment.
- Instruct field personnel that safe practices are to be followed and safe conditions maintained.
- Instruct the field personnel that they are not to require or permit their personnel to take unnecessary chances, but rather that they instruct them in proper and safe procedures.
- Review all accidents with field personnel. File reports and ensure corrective action is taken.
- Establish first aid, fire, sanitation, and water facilities.
- Be responsible for job planning, layout, and inspection of all operations.
- Have available copies of all federal and other application regulations, if any, at job site office.
- Post safety rules, OSHA forms, safety posters, etc.
- Be familiar with the laws pertaining to safety and their basic requirements.
- Consult with management on extra hazardous activities.

Employees

- Abide by Company Safety Rules and regulations on the job.
- Observe others around you for dangerous working habits or conditions and report unsafe acts to your foreman (You do not need to name the person involved).
- Make good safety practices a habit and attend all Toolbox Safety Meetings.
- Never hide unsafe conditions and immediately report any accident or injuries to the Superintendent.



Safety Training

Management

NM Contracting's Safety Program involves the participation, on an active level, of everyone within the company. President, Noel Munoz, Jr., is in full support of this program and dedicated to its rigorous enforcement. He has attended the same safety courses and training as every person in the Company and understands what it takes to make the program work. The philosophy that makes this program a success is the fact that each individual, from top management to job site worker, is directly responsible for the workplace safety of those individuals working under this authority.

General Superintendents & Superintendents

The General Superintendent and Project Superintendent are the main players in the implementation of safety and accident prevention programs within the Company Program. They are the individuals with complete responsibility for the safety of workers on the job site, including foreman, workmen, subcontracts workmen, and supervisors as well as visitors and the public.

It is the Superintendent's responsibility to see that all workers in his charge are trained in the Company Safety Policy and in general safe work practices. "Toolbox" meetings with job site employees will be conducted on a regular basis.

The Safety Director will conduct the safety meeting on a regular basis at each jobsite. Meetings will be held at a time to minimize the disruption of work on the jobsite.

The subject matter for Toolbox Safety Meetings must be adapted to job conditions. Discussing actual conditions on each project will have more meaning and actually improve safety performance.



Public Safety

All necessary precautions shall be taken to prevent injury to the public or damage to property of others. Precautions to be taken shall include, but are not limited to, the following:

- Work shall not be performed to any area occupied by the public unless specifically permitted by the contract or in writing by the Project Manager.
- When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, the Company shall protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility.
- Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits shall be kept clear of obstructions to permit safe entrance and exit of the public at all times.
- Appropriate warnings and instructional safety signs shall be conspicuously posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
- Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition, or structural alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the locality.
- A temporary fence shall be provided around the perimeter of aboveground operations adjacent to public areas. Perimeter fences shall be at least 6-ft high. They may be construction of a wood or metal frame and sheathing, wire mesh, or a combination of both.
- Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within 6 ft of the top of excavated slopes or vertical banks shall be protected with guardrails. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42 inches. Top rails and posts may be 2-inch by 4-inch dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over 8-ft apart.
- Barricades meeting local requirements shall be provided where sidewalk shed, fences, or guardrails, as references above, are not required between work areas and pedestrian walkways, roadways, or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform work. During the period a barricade is temporarily removed, for the purpose of work, a watchman shall be placed at all openings.
- Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Contractor's operations. They shall be in accordance with the requirements of any local political subdivision and/or contract specifications. Guardrails shall be provided on both sides of temporary sidewalks.



Safety Enforcement Policy

It is the policy of NM Contracting, LLC to expect all employees to abide by safe rules at all times. Superintendents are expected to monitor and enforce these safety rules equally. Employees are subject to disciplinary action for any of the offences listed below. In the event of an employee's suspension for disciplinary reasons, to the extent permitted by law, benefits will not accrue nor be recoverable during the suspension period.

Disciplinary Action

- **First Offense:** Written warning.
- **Second Offense:** 5 Days off without pay to termination.
- **Third Offense:** Immediate termination.

Immediate Termination

- Fighting on job site or company property
- Theft of any item on project or company property
- Reporting to work under the influence of alcohol or illegal drugs, possession, sale or use of illegal drugs, or consumption of alcohol while working on job sites, or company vehicles.
- Gross negligence or willful acts in the performance of duties resulting in damage to company property or injury to others
- Willfully misusing company property
- Serious safety violation resulting in injury.



Substance Abuse Policy

As a part of our Company's commitment to safeguarding the health of its employees, to providing a safe place for its employees to work, and to supplying its customers with the highest quality construction and service possible, this policy establishes the Company's position on the use of alcohol, and/or use of drugs or other controlled substances by its employees. Because substance abuse, whether while at work or away from work, can seriously endanger the safety of employees and may prevent top quality construction and service, NM Contracting, LLC has established this program to detect and remove, from the workplace, abusers of alcohol, drugs, or other controlled substances.

Policy Intent

- To provide clear guidelines and consistent procedures for handling incidents of employee abuse of alcohol, and/or use of drugs or controlled substances that affect job performance and to make every effort to institute and maintain a drug-free workplace.
- Ensure conformance with all state/federal regulations for alcohol, drugs, or controlled substances.
- NM Contracting, LLC will utilize drug screen testing to help administer this policy as follows:
 - Pre-employment testing will be required to eligible applicants.
 - Employees will be tested for cause.
 - Employees selected on a random basis, will be tested periodically.
 - Including all D.O.T. transportation positions will be tested periodically.
 - Employees will be tested where required by an owner, contract, or program.
 - Employees may be tested following lost-time accidents.
 - Employees may be tested where returning from a lengthy absence from duty.

This policy applies to all applicants and employees of NM Contracting, LLC and each employee will be given a copy of this policy.

Explanation of Terms – Legal & Illegal Drugs

- **Legal Drugs:** Legal drugs include alcohol, medications prescribed by a physician, and over-the-counter medications. NM Contracting, LLC prohibits the use or abuse of such drugs to the extent that job performance or fitness for duty is adversely affected. The employee shall notify their supervisor when taking prescribed medication or any medication that may interfere with job performance. Upon request, the employee shall furnish the Company with the physician's statement regarding the possible side effects of the medication.
- **Illegal Drugs:** Illegal drugs include those controlled substances under federal or state laws that are not authorized for sale, possession, or use. Legal drugs that are obtained or distributed illegally are also included in this category.

Selection Procedures in the Testing of Employees

- **For-Cause Testing:** Current employees may be asked to submit to a test if cause exists to indicate that their health or ability to perform work may be impaired. Factors that could establish cause include, but are not limited to:
 - Repeated failure to follow instructions or operating procedures.
 - Presence of substances in an employee's possession or near the employee's workplace.
 - Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances.
 - Unexplained and/or frequent absenteeism.
 - Personality changes or disorientation.
 - Arrest or conviction for violation of a criminal drug statute.



If the Company President or other authorized Company Official has a reasonable suspicion that an employee may be impaired or abusing substances, these findings and observations will be documented. Upon review and approval by the Company President, or Designated Official, the employee will be asked to consent to a test(s) and sign an Applicant/Employee Acknowledgement and Consent Form.

- **Random Testing:** All employees will be selected periodically for testing on a random basis
- **D.O.T Testing:** All transportation positions will be subject to drug testing. These positions include those requiring the operation of company vehicles weighing over 26,000 pounds or the hauling of hazardous material. A Medical Review Officer will review all results, as specified by D.O.T.
- **Post-Accident Testing:** All employees involved in reportable accidents may be drug tested for the use of controlled substances as soon as possible after the accident. Any employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide authorization for obtaining hospital records and other documents that would indicate whether there were any controlled substances being used by the employee, if required by the Company.
- **Return to Service/Post-Rehabilitation Testing:** Employees who return to service after an extended period of time away from employment with the Company will be required to submit to substance abuse training.
- **Other Testing Program:** In the event that other substance abuse testing is required, every effort will be made to coordinate new testing requirements with the Company's other drug testing provisions.

Disciplinary Action

- Any employee engaging in the use of alcohol or engaged in the use, possession, purchase, sale, or transfer of any illegal drugs while on Company property, work sites, or while on Company business will be disciplined up to, and including, termination and may be subject to criminal investigation and/or prosecution.
- Any employee who, as a result of any required or for cause drug testing or screening, is found to have detectable levels or identifiable trace quantities of a prohibited drug or substance in his/her system, regardless of when or where the drug or substance entered that person's system, will be considered in violation of this policy and will be subject to disciplinary action up to and including termination of employment.
- If prescription drugs were detected, the Company reserves the right to contact the individual's physician, or the Company officials may send the individual to the Company physician for verification and review of these drugs. All results of the tests will be kept confidential.
- If an employee is arrested for driving under the influence or for violation of a criminal drug statute, the employee must notify the Company in writing within five (5) days of the conviction. The Company President or Designated Official will thoroughly investigate all of the circumstances and will determine the best course of action to be undertaken. Not reporting the violation can subject the employee to possible termination. The employee will be taken out of driving status until the suspension has concluded.
- No part of this policy or any of the procedures is intended to affect the Company's right to manage its workplace. The Substance Abuse Program in no way creates an obligation or contract of employment. The Company reserves the right to alter or amend the program at any time in its sole discretion.
- To allow the Company some flexibility, alcohol beverages may be served at approved company functions or entertainment facilities when the Company President or Company senior management authorizes them.
- If any part of this policy is determined to be void or not enforceable under state or federal law, the remainder of the policy, to the extent possible, will remain in full force and effect.



Employee Acknowledgement & Consent Form

_____(Name), have had the Company's Substance Abuse Program reviewed and explained to me and have received a copy of the Company's Substance Abuse Policy. As a condition of employment, I will follow the Company's Substance Abuse Program.

I authorize NM Contracting, LLC to conduct a drug—screening test as a requirement of employment through their designated physician, clinic or laboratory.

I understand that refusal or failure to submit to a substance abuse test or a positive finding on any test shall be cause for possible termination from employment for failing to meet Company medical standards. Senior management may interview the employee with a positive test result for determination of the necessary action to be taken.

While employed, if I am involved in a job-related accident requiring medical treatment or involving damage to Company property, including, but not limited to, automobiles, trucks, and other equipment, I authorize the treating physician, medical facility, or laboratory facility to obtain a urine and blood sample which will be analyzed to detect the presence of alcohol, drugs, or other controlled substances. I authorize that the results of these tests be given to NM Contracting, LLC or any of its agents.

I release and hold harmless NM Contracting, LLC, the physician, laboratory, medical facility, and their employees or agents for the release of this information. A machine copy of this authorization and release shall have the same force and effect as the original.

I understand and agree to the above terms and conditions. I understand that the above in no way creates an obligation or contract of employment.

Company Witness

Date

Applicant/Employee Signature

Printed Name

Social Security Number

Date



NM Contracting, LLC
Consent & Release Form
(Applicant/Employee)

NM Contracting, LLC, hereinafter referred to as "Company", has a policy against drug and alcohol abuse and reserves the right to screen its' employees and applicants for employment as an enforcement measure in providing a safe, healthy, and productive working environment.

- By my signature below, I am freely and voluntarily agreeing and consenting to submit a personal specimen of urine and/or blood for chemical analysis and testing to determine or rule out the presence of illegal, abused, or prohibited drug/alcohol or substances in my body fluids.
- I hereby authorize the Company's duly appointed collection facility, or Company and testing laboratory, and their personnel, to obtain, process, and test the specimen and to release the results of the analysis and test to the Company, or any of its' agents for employment purpose. Said information will be handled as confidentially as is reasonably possible shared only on "need to know" basis.
- I understand a documented chain of custody exists to ensure the identity and integrity of my specimen throughout the collection and testing process.
- As an applicant, I understand that if I have a positive test or refuse to submit to this drug/alcohol screening analysis and test, this will constitute voluntary withdrawal of my application for employment and no further consideration shall be given. As an employee, I understand that if I have a positive test or refuse to submit to this drug/alcohol screening analysis and test, this will constitute a violation of Company policy and I will be subject to disciplinary action up to and including termination of employment. The following are the non-prescription legal drugs and drugs for which I have a prescription that I take routinely or have taken or ingested within the past thirty (30) days. (Please lists said drugs/medication and state dosages, frequency, and date last taken/ingested; if none, state "NONE".)

Company Witness

Date

Applicant/Employee Signature

Printed Name

Social Security Number

Date



Hazardous Communication Program (HCP)

General

In order to comply with 29 CFR 1926.59, the following written Hazardous Communication Program (HCP) is to be implemented for personnel of NM Contracting, LLC. The original will be kept on file at the Company's main office. A Company Representative will be responsible for ensuring the program is current and enforced.

A copy of this program may be made available to all employees upon request. The Project Superintendent/Foreman will be contracted when a copy of the program is needed. The program will be updated when new chemicals or hazards are introduced into the working environment and reviewed annually. The Project Superintendent/Foreman will request the needed Safety Data Sheets on all jobsite chemicals from the appropriate suppliers and forward them to the main office.

Container Labeling

The Project Superintendent/Foreman will be responsible for all containers of hazardous chemicals entering the work site and will ensure that the chemical containers are properly labeled with:

- Chemical Name
- Hazard Warnings
- Name and address of the manufacturer, importer, or responsible party

No container(s) shall be used until they have been checked by the Project Superintendent. If the chemical is to be transferred to a separate container, the Project Superintendent will ensure that the new container is properly labeled; i.e., that all secondary containers are labeled with generic labels which have a block for identity and blocks for the hazard warning. For help with labeling, please contact your Project Superintendent/Foreman. He/She will review the labeling system annually and update as required.

When working in existing structures, the Project Superintendent will ensure that the pipe(s) are labeled and identified properly.

Safety Data Sheets (SDS)

The Project Superintendent will be responsible for obtaining and maintaining the SDS system for this Company. He/she will review incoming data sheets for new and significant health/safety information and will ensure that the new information is given to the affected employees. Copies of all SDS will be kept by this supervisor at the worksite and will be available to all employees upon request.

The SDS contains the following information:

- The physical and chemical characteristics of the chemical including vapor pressure, flash point, etc.
- The fire, explosion, and reactivity hazard(s) of the chemical mixture including the boiling point, flash point, and auto ignition temperature.
- Health hazards of the chemical mixture including signs and symptoms of exposure and medical conditions recognized as aggravated by exposure with primary route(s) of entry.
- Permissible exposure limit (PEL) or any other limit used or recommended by the manufacturer, importer, or employer.



- Whether on carcinogen listing (NTP) or found to be a potential carcinogen (IARC listing) or by OSHA.
- Control measures including fire, engineering, personal protective equipment.
- General precautions for safe handling and use including protective measures during repair and maintenance and procedures for clean-up of spills and leaks.
- Emergency and first aid procedures.
- Date prepared or changed.
- Name, address, & phone of manufacturer, importer, or responsible party to call in an emergency.

Employee Training & Information

- Before starting work, the respective Project Superintendent of a new employee will go over their copy of the HCP and any SDS applicable to their job. Depending on the jobsite, handouts or a video presentation may be utilized in the training.
- Before any new chemical is used, all employees will be informed of its use, will be instructed on safe use, and will be trained on hazards associated with the new chemical. All employees will attend additional training as appropriate to review the HCP and SDS.

The minimum orientation and training for a new employee is as follows:

- Review of the Global Harmonization System (GHS).
- An overview of the requirements contained in the Hazard Communication standard, 29 CFR 1926.59.
- Chemicals present in their workplace operations and office.
- Location and availability of the written HCP.
- Physical and health effects of the hazardous chemicals.
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
- How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
- Steps taken by the Company to lessen or prevent exposure to the chemicals listed on the inventory list.
- Emergency procedures to follow if exposed to any of the chemicals.
- Process to obtain an SDS.

Prior to a new chemical hazard being introduced into any section of the workplace, each employee will be given information and training as outlined above and/or as outlined on the attached Employee Training Guidelines by his/her immediate supervisor or the superintendent who is responsible for ensuring that SDS on the new chemical(s) are available prior to use.

After attending the training class, each employee will sign a form to verify that they attended the HCP training, that the written HCP was made available to review, and that he/she understands the HCP.

Before entering a work site, the Project Superintendent/Foreman will ascertain what hazards they may be exposed to and then take appropriate action to protect themselves. If the employee has any question about what protection they need, they will contact their supervisor/foreman immediately.



Non-Routine Tasks

Before any non-routine task is performed, employees shall be advised and/or they must contact their supervisor for special precautions to follow and the Project Superintendent shall inform any other personnel who could be exposed. No non-routine tasks are known to exist at the time of preparation of this program.

In the event such tasks are required, the Project Superintendent/Foreman will provide the following information about such activity as it relates to the specific chemicals expected to be encountered.

Other-Personnel Exposure (Contractors)

The Project Superintendent/Foreman will also be responsible for contacting each contractor before work is started to gather and disseminate any information concerning chemical hazards the contractor is bringing into the workplace, and vice versa.

Project: _____

Date: _____

[illegible]



Subcontractor/Supplier HCP Memorandum

To: _____
From: NM Contracting, LLC
Date: _____
Subject: Request for Safety Data Sheets (SDS)
Project: _____

The OSHA Hazard Communication Regulation requires all employees to be in compliance with the Hazardous Substance Communication Program. Each Subcontractor is an employer and should have their own Hazardous Communication Program. Each Subcontractor is to furnish NM Contracting, LLC with a copy of the HCP and a list of any hazardous substances. Each Supplier shall furnish NM Contracting, LLC with an SDS sheet no later than the time of delivery. Listed below is a list of items NM Contracting, LLC will need for our program at the above referenced jobsite.

Our HCP manual, list of hazardous substances, and SDS sheets is in the project office.



Certification of Information and Training Form

Project: _____

Date: _____

I, _____, certify that I have received written information and training from NM Contracting, LLC concerning Hazardous Substances.

I further understand that it is my responsibility to familiarize myself with the information therein and with the SDS of hazardous substances which my employer has indicated are being used on this jobsite.

(Company)

(Signature)



Procedures During Governmental Inspections

Workplace inspections may be made by one or more of the governmental agencies listed below:

- Occupational Safety and Health Administration (OSHA).
- Mine Safety and Health Administration (MSHA).
- Texas Workers' Compensation Commission.

When a representative of any of the above listed agencies appears at your workplace, you should follow the guidelines set out below as close as possible. OSHA and MSHA have established hard and fast rules for their compliance officers, their procedures will be used as a basis for our company response.

If you are a Supervisor and the compliance officer contacts you, get in contact with the Safety Director or Company President. Let them handle the matter. If they are not available, then follow the instructions set out below.

If you are a Project Supervisor, you should follow the procedure outlined below:

- Greet the Compliance Officer cordially.
- The compliance officer, should, at this time present credentials of identification and tell you the nature of his business. Should the compliance officer fail to present proper credentials of identification, he is in violation of Federal Regulations and we might have grounds to have any citation issued set aside.
- The compliance officer will advise you of the reason for his inspection. One of the three reasons should normally be given:
 - Scheduled Inspection.
 - Complaint (Referral).
 - Accident.

Or, they could be making a follow-up inspection to check out abatement if the job has been previously cited.

- Immediately after identification and statement of purpose of the visit by the compliance officer, the Supervisor should ask the officer to wait a few minutes while you call the Main Office.
- You should then call the Safety Director at the Main Office and advise him/her of who the compliance officer is and why the job is being inspected. The Safety Director will want to know the name of the officers and why the inspection is being conducted.

If the Safety Director is in, he/she will review key points with you in cases where it is possible, will come to the work site and assist you during the inspection. In the event he/she is out, contact your Division Manager or Resource Manager for assistance.

- Accompany the compliance officer on the walk around. Remember, you are the company spokesperson, so watch what you say.
- Under OSHA, MSHA, and State Plans, the compliance officer has the right during the inspection to interview in private any employee. You can inform the employee of his rights concerning making statements to the officer.
- During the inspection, listen to the officer's comments and/or criticisms and take detailed notes. You should take photographs of the same things the compliance officer takes.
- If violations of the OSHA and MSHA standards are cited and they can be corrected, then correct them immediately.



In some cases, they will insist that correction be made immediately. A spirit of cooperation should be exhibited at all times, but you should document by photo or witness any situation that you feel is correct prior to making any changes. If measurements are needed be sure to take them. Be sure to advise the Safety Director of this, as we may want to include it in our defense if a citation is issued.

- Feel free to discuss the alleged violation with the compliance officer, but do not argue with him regardless of how unreasonable the alleged violation may seem. Remember to take good notes.
- You have the right to call the Main Office and consult top management any time during the inspection. Always keep your Safety Director informed.
- The inspection will end with a closing conference at which time the compliance officer will go over the alleged violations and advise you of what citations will be issued, if any.
- Immediately after the compliance officer leaves the work site, another call should be made to the Company Official advising what violations were discussed. It may be necessary that some detail documentation be done at this time to assist in the determination of whether a contest of the citation will be required.

Remember, if you keep your workplace well policed and free of hazards, no citation will be issued. Should a citation be issued, we need all the facts in order to determine where we need to improve our Safety Program.



Emergency Action Plan

In the event of a crisis (injury, accident, or death), follow these procedures:

- Notify all necessary emergency services informing them of location of the accident, the number of people injured, and any apparent need of equipment to free victims.
- The Project Superintendent is the person in charge until and if relieved by a company official. Notify any Company Official plus the Safety Direction at the Main Office. A determination on who will be admitted to the project site will be made at that time.
- Have someone meet the EMS or other emergency services to direct them to the accident site.
- A Company Official and the Safety Director should proceed immediately to the scene.
- Emergency first aid must be administered immediately.
 - Ask the injured person if you may help them.
 - If they say “yes,” start administering first aid.
 - If they say “no,” monitor them until emergency personnel arrive.
 - If they are unconscious or pass out while awaiting emergency care and the need arises, permission to help is implied.
- Do NOT move the injured unless the individual is in immediate danger of further injury. When the emergency ambulance crew arrives assist the resume team, if necessary, in loading and removing the injured from the scene.
- Designated employees need to secure the area around the incident. Do not allow crowds or non-essential personnel gather around accident scene.
- The Superintendent shall ask any individuals who witnessed the accident to fill out a statement of what happened in their own words. Have witnesses answer the questions: Who, What, Where, When, and How did it happen. Do this in the first hour after the accident. Have them sign their names on the statement and date it.
- Tell everyone neither to make any statements to the media nor to discuss the incident among them. Direct the media to call the Company Main Office. If the Company President is not available, instruct them that a statement will be made after the Company has investigated the incident.
- Do not discuss the incident with anyone until an investigation can be made.
- If a camera is available, take pictures of the accident scene from different angles.
- Keep in mind that your emails and phone records may become evidence in the event of a claim or litigation.

In the case of a fire:

- Notify all necessary fire or other emergency services informing them of the location of the fire.
- Have someone meet the fire department to direct him/her to the scene.
- The Superintendent and Safety Director will proceed immediately to the scene.
- If trained, workers may fight the fire with the best means available, as long as it doesn't endanger any workers, until the Fire Department arrives. When they arrive, let them take over. If heavy smoke or fumes exist, evacuate all personnel from the area.
- Trained and designated employees need to secure the area around the incident. Do not allow crowds or non-essential personnel to gather around the accident site.
- It is our moral and legal responsibility to do whatever we can to put out the fire while it is small. In doing so, do not risk injury to yourself.

Do Not Fight Fires in Confined Spaces!



First Aid/Medical Procedures

The Company will provide first aid services and arrange for emergency transportation of employees who sustain occupational injuries or illness.

- First Aid Services
 - There should be available on all projects, a person trained in standard First Aid.
 - On some jobs, the Owner's first aid/medical facilities may be made available to us.
 - First aid supplies will be available to all employees for the treatment of work-related injuries and sudden illness.
 - Medical cases which require treatment beyond first aid will be referred to an offsite medical facility as determined by the severity of the injury or illness. Arrangements with the medical facilities, i.e. doctors, hospitals, etc. will be prearranged prior to startup of the project.
- Transportation, Non-Emergency
 - Non-emergency transportation shall be provided to a first aid station or to a designated physician. A vehicle shall be made available at all times.
- Transportation, Emergency
 - In a situation where the injured cannot be moved, the person on the job responsible for first aid will go to the location and administer first aid until the ambulance arrives.
 - The proper handling of injured or ill employees and their transportation to a hospital is of crucial importance.
 - The method of transportation to the hospital or first aid facility will be prearranged.
 - In all cases of injury or death, the Superintendent or their designee shall call the medical facility, if possible, while the ambulance is still en-route or certainly while the victim is still in the emergency facility to give them all the available information regarding the nature and the extent of the injury or illness.
- Injury Management
 - An employee who has sustained an on-the-job injury or illness may return to work provided that the attending physician has approved in writing and provided that the normally assigned job of that employee is still available and he/she meets any physical restrictions or limitations.
 - Employees who are given restrictions to their work may be permitted to return to work as long as there is work available to accommodate the restriction(s) imposed by the attending physician. A Return to Work agreement will need to be initiated in those cases.
 - **Blood Borne Pathogens:** This Company policy is to eliminate or minimize employee exposure to blood borne pathogens in the course of providing first aid treatment to injured employees by providing the proper equipment to protect and to clean any possible contaminated areas.



Accidents & Their Investigation

All accidents resulting in injury to either employees or to subcontractor or trade contractor employees must be investigated. All accidents resulting in property damage due to whatever cause must also be investigated. The investigation should begin immediately; obviously, first aid and care to injured persons must take precedence over investigation. Physical evidence must be preserved to the fullest extent possible. In accidents other than minor injuries that are easily treatable on the job, photographs should be taken of the accident and any equipment involved as soon as possible after the event.

- Statements from witnesses or people who have knowledge of the actual cause of the accident should be included in the investigation report. As soon as the injured is cared for, the Project Superintendent should provide to everyone who is involved or witnessed the incident, a piece of paper. Ask them to document what they saw and heard. They need to write the date, time of day, and sign their statements before giving it to the Project Supervisor. While they do that, the Superintendent and Project Manager or Safety Director will investigate the accident thoroughly, not attempting to assess blame. They will obtain facts, such as time of day, condition, weather, temperature, wind, and any other details that may prove useful. The purpose of this accident investigation is simply to obtain facts. Assessment of the source of the problem will happen at a later date.
- If a camera is available, take pictures of the accident scene from different angles.
- Information received from people at the scene may or may not be highly accurate. A variety of factors can color the facts and there may not be one single cause for any accident. Concentrate on the facts: find out “who, what, where, when, and how”. Following completion of the accident investigation, a written report must be made and placed in the job site accident file with copies sent to the Company Main Office.

It is much better to have a report that is never used than to not have a report when it is essential to defending the Company against liability and monetary loss. Remember: when in doubt, investigate and report.

- Make sure that any required forms, depending on the accident or injury are filled out and submitted to the Company's Main Office in a timely manner.



Accident/Illness Records

Record keeping requirements for the job site are an indispensable part of the Company Safety Program and documents will be maintained as follows (Copies of the required forms are in the Sample Form Section of this manual):

- Employee's First Report Form (TWCC-1) Note: The TWCC-1 is for use in Texas only.

After any recordable injury on the job, the Superintendent will notify the Main Office of the injury so that a 1st Report of Injury form can be filled out.

- OSHA Form 300

The OSHA Form 300 for Recordable Injuries and Illnesses must be kept up-to-date and on file in the Main Office. The summary portion of the OSHA Form 300 will be completed and maintained at the Company Main Office by the designated personnel and it must be posted on the job site bulletin board during February 1 through April 30 of each year. It should then be placed in the job records.

Procedure

- Accidents should be reported to the Project Superintendent and Safety Director immediately by the injured employee or, if this person is unable to report, by any employee witnessing the accident or the results of the accident.
- If immediate medical attention is required, that should be taken care of first. If immediate care is not required, the Superintendent/Foreman should immediately obtain all pertinent information and fill out the Employee's First Report of Injury form while it is still fresh on his/her own mind and that any of the witnesses or the injured person.
- In addition to filling out the injury report, the Supervisor will promptly telephone the Company Main Office and report the accident, in order that any approvals needed for medical attention can be expedited. The accident report must be sent to the Main Office by the end of the next work day.
- The Occupational Safety and Health Act states that each employer shall maintain a log of recordable occupational injuries and illnesses (OSHA Form 300). This means that the Superintendent must record the name and pertinent details for any employee (or visitor) who receives medical treatment, suffers loss of consciousness, or is restricted in work or motion due to an injury.
- At the beginning of each job, and at the beginning of each year, these forms are dispensed to all projects. This log must be maintained on the job and posed on the bulletin boards as required. The log must be available for review during any OSHA Inspection. Assistance can be obtained from the Company Main Office in the proper procedure for maintaining this record.
- A doctor's release is required to be on file before the injured employee can return to work. Should an employee be put back to work without a doctor's authorization, the Company will be in violation of State Law.



Jobsite Security/Crime Prevention Policy

Policy

- Security of people, office, and property on all Company projects and offices must be considered and planned for prior to start of construction. Prevention from harm and prevention of loss of equipment, supplies, or in-place construction through theft or vandalism is vital to the success of all projects and the Company.
- Implementation of job site security measures will be the responsibility of the Project Superintendent. The guidelines stated below are to be used as an aid in the development of an effective security program for each Company project.

Preamble

The need for security varies with the geographical location of the jobsite, existing security provided by owners, and the stage of construction. Consideration and planning must be given to this aspect of the construction operation. As conditions change, so much the security plan.

Construction Site

- It may be required under certain conditions that either a full-time or after-hour guard service is provided at the construction site. The guard's responsibilities will include controlling access to the project, parking, after-hours security, and material delivery and assist any police agency in case of an incident.
- In the absence of a full-time guard service after working hours, a silent remote reporting alarm may be provided. A licensed security and alarm service company would install the system. It will detect noise, motion, or entry within the office and report, over a dedicated telephone line, to the alarm company which will, in turn, contact the police.
- Phone numbers to contact responsible Company personnel in the event of an emergency shall be displayed in such a way as to be visible to security or police personnel from outside the trailer or else formally made available to the alarm company and the police.
- All computers, calculators, typewriters, other office equipment and small tools, etc. shall be inventoried. This shall include a description and appropriate serial numbers. Tools shall be engraved or marked with identification.
- Outside lighting should be provided to illuminate the parking areas, materials storage areas, and, if feasible, the area under construction.
- All tools and storage trailers and sheds shall be locked after normal working hours.
- All master and extra keys are to be kept in a locked cabinet or container and under the control of the Project Superintendent.



Jobsite

- The jobsite may be totally enclosed with a fence, equipped with vehicle and personnel gates.
- Appropriate signs stating, "Access is limited to construction personnel only. All visitors must report to the Company's Office" and "Hard Hat Area, and Safety Eye Wear Protection Required" shall be prominently displayed on the fence.
- Parking for construction personnel shall be in any area so as not to interfere with normal construction activities.
- Adequate area lighting shall be provided to illuminate all parking, storage, office, and construction areas.
- All stored materials shall be kept in a secure location – either inside a locked storage trailer, inside the building in a secure area, or in a well-lighted location.

Procedures for Jobsite Theft and Vandalism

- Prevention Action
 - Request regular checks of your site by the police.
 - Identify the property lines with "Reward" signs and "No Trespassing" signs.
 - Enclose the area in fence, if possible. **Lock the gates, trailers, and tool boxes each night. Chain down small toolboxes and equipment.**
 - Mark all tools and equipment with your company insignia.
 - Keep records of serial numbers on all tools and equipment.
 - Light job sites, access roads, gates, and entrances.
 - Require adequate locks on all new equipment you purchase.
 - Lock all cabs, filler caps, engine compartments, etc. of heavy equipment.
- When Theft or Vandalism Occurs
 - **Report All Theft to Police.** Be specific, including serial numbers, model numbers, color, and size. Give all details to the police and to the Main Office. No theft is too small to report.



Personal Protection Equipment

General

Personal Protective Equipment will not prevent an incident. It will, however, offer a significant amount of protection to a worker and reduce the effect of an incident as long as it is used properly and consistently.

The Superintendent's job is to recognize the need for and monitor the use of protective gear.

- Hard hats shall be worn by all workers on a jobsite that meet or exceed the standard.
- Safety glasses shall be available for use by employees when needed.
- Safety harnesses and lanyards for work in exposed and elevated locations.
- Anchor points, lifelines, and rope grabs for elevated work.
- Respiratory equipment as dictated by hazard.
- Goggles.
- Hearing protection.
- Cutting goggles for cutting operations.
- Welding hoods, lens, gloves, jackets, and sleeves for welding operations.
- Full-face shields for grinding, chipping, etc.
- Traffic safety vests.
- Gloves as dictated by hazard and operation.

Head Protection

- All hard hats shall meet ANSI standard Z89.2-1971. Metal hard hats will NOT be worn.
- Hard hats are to be worn when an overhead hazard exists or the ceiling is less than 84 inches high.
- Hard hats should never be worn on top of everyday hats and caps. For cold climates, winter liners may be used.
- Adjustment to the sweatband should be snug enough to stay on when the wearer leans over, looks up, or a strong wind gust blows. The hat should not be so tight that it leaves the band mark on the forehead.
- Never attempt to repair a damaged or cracked shell. Damaged hats are to be replaced immediately.
- Drilling holes into the hat for any reason destroys the rated strength and is prohibited. Painting of the hat is prohibited.

Foot Protection

- Employees are required to wear sturdy work boots which will provide adequate protection against injury to the feet. Tennis shoes, running shoes, sandals, light canvas shoes, etc. are not allowed for wear in construction areas.
- Employees are expected to purchase and wear work boots or shoes with soles that are resistant to penetration and upper parts that offer ankle protection. Some job sites may require the wearing of steel toe safety boots and employees will be expected to comply.



Safety Eyewear

- All commercial quality safety eyewear will meet the ANSI standard Z87.1 requirements. If prescription glasses are needed, the company may assist in providing a pair of prescription safety glasses.
- Safety eyewear should be worn on all construction sites. Safety eyewear and a face shield shall be worn when specific duties such as grinding, chipping, or any other task that might result in chips, sparks, or a danger to the face.

Safety Harnesses, Lanyards, & Lifelines

- Fall protection, as required by OSHA/MSHA and the Company Safety Manual, shall be provided for employees.
- During new-hire orientation and re-emphasized during safety meetings, each employee shall be made aware of the Company's policy to wear safety harnesses when the location and work dictates. This policy is to be strictly enforced.
- Any employee whose work places them outside a protected area without guardrails or work is to be performed on suspended scaffolds or any working surface where they may be subject to a fall of 6 ft or more, shall be secured by a safety harness, lanyard, and lifelines as needed.
- Lifelines shall be secured to a point above operations capable to withstanding a minimum of 5,000 pounds dead weight.
- Safety harnesses, lanyards, lifelines, and associated hardware shall be inspected before each use for wear and possible damage. If this equipment is subjected to in-service loading (an actual fall situation), it is to be removed immediately from service. Periodic inspections of all harnesses, lanyards, lifelines, and associated equipment that have been kept in storage shall be completed to reveal any damage or deterioration that may have occurred. This inspection should be documented for all harnesses, lanyards, and lifelines. It shall include: date of inspection, condition of equipment, and the serial number of each item.

Hearing Protection

- Employees exposed to noise levels in excess of the Occupational Exposure Limit of 85 dBa (higher levels for short periods of exposure) should have hearing protection.
- The 2 types of hearing protection available to reduce the exposure to excess noise levels are:
 - Ear plugs (in most instances are acceptable hearing protection).
 - Earmuffs (may be added in very high noise areas).
- Employees are to be informed of the hazards associated with exposure to excess noise energy and the purpose and limitations of protective hearing devices. The use of protective hearing equipment is mandatory in high noise areas.

Respiratory Protection

- Respiratory equipment will be provided for any employee who is or may be exposed to hazardous concentrations of gases, dust, fume, or vapors. Workers shall wear respiratory equipment when necessary to protect them from harmful concentrations.
- All employees who wear respiratory equipment (except dust masks that are voluntary) must have a medical evaluation and complete the OSHA Respiratory Questionnaire. They must also receive a fit test for the equipment they are wearing.



- Works should not be assigned tasks requiring the use of respiratory equipment unless it has been determined that they are physically able to perform the work and properly use the respiratory equipment.
- The Superintendent shall maintain appropriate surveillance of the work area conditions for employee exposure and job effectiveness.
- Where practical, respiratory equipment is to be assigned to individual workers for their exclusive use.
- Wearing of contact lenses when using respiratory equipment is prohibited.
- Workers shall use the respiratory equipment provided in accordance with the manufacturer's instructions. Projects that require the use of such equipment and are specific to a particular subcontractor, said subcontractor shall provide the respiratory equipment, training, and maintenance of the respiratory equipment.
- Employees who have beards, goatees, sideburns, or any other facial hair, which prevents a good seal of the respirator, will not be permitted to work in conditions requiring respirators.

Traffic Safety Vests

- Traffic Safety Vests (approved design and color) will be worn whenever employees are working around any vehicular traffic, such as working on or near public roadways adjacent to work areas.



Housekeeping & General Safety Requirements

General

The following guidelines have been developed to reduce jobsite hazards and to minimize accidents, injuries, and property damage. Site cleanliness and good housekeeping is one of the key elements in maintaining a productive and safe project. Employees conduct and work practices are equally important factors. The following shall apply to all NM Contracting, LLC projects.

- It is the responsibility of each employee of NM Contracting, LLC and all subcontractors to keep their areas of the site free of trash and debris. Clean up should be conducted on a daily basis and debris stockpile areas or disposal containers should be provided and located to meet specific project requirements.
- Certain areas of the project may be designated for eating and smoking and will require regular clean up.
- All roadways, emergency lanes, building entrances, and exists should be clearly marked up maintained clean and free of obstruction.
- Horseplay, fighting, gambling, or malicious mischief will not be tolerated and shall be cause for immediate dismissal.



Respiratory Protection

In order to limit possible hazardous chemical exposures, this company has established a program to ensure that workers are protected from those products. According to OSHA regulation, each employer is required to monitor the concentrations of each contaminant in the workplace against the maximum permissible concentration allowed. Items which need monitoring include: harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors causing occupational diseases.

Respiratory Protection Program

- This written program governs the selection and use of respirators by employees of NM Contracting, LLC and subcontractors. It shall be the responsibility of the subcontractor to comply with the OSHA standard covering respiratory protection for their workers under circumstances that warrant respiratory protection.
- All employees who wear respiratory equipment (except dust masks that are voluntary) must have a medical evaluation and complete the OSHA Respiratory Questionnaire. They must also receive a fit test for the equipment they are wearing.
- Respirators will be selected on the basis of hazards to which the worker is exposed and shall be a type approved by ANSI.
- The workers shall be instructed and trained in the proper use of respirators, their limitations, and maintenance as required.
- The Project Superintendent will be responsible for monitoring conditions of all workers on a project to ensure compliance with the respiratory protection program.

Respirator Selection

- Respirators are selected and approved by the appropriate contractor/subcontractor. The selection is based upon the physical and chemical properties of the air contaminants and the concentration level likely to be encountered by the worker.
- Respirators should be chosen according to the guidance of ANSI Z88.2-1969, Standard Practices for Respiratory Protection, and to the air contaminant that the worker may be exposed to.

Employee Training

NM Contracting, LLC requires that any of their employees or employees of subcontractor that are required to use some type of respiratory protection other than the occasional use of a dust mask be trained in the proper use of the respirator, their limitations, and maintenance. All training shall be documented in accordance with the OSHA standard. Training will include, but not limited to:

- | | |
|---|-------------------------------------|
| • Types & Description of Respirators | • Emergency Response Procedures |
| • Selection, Intended Use, & Limitations of Respirators | • Confined Space Procedures |
| • Fit Testing | • Cleaning & Maintenance Procedures |
| • Inspection & Maintenance Requirements | • Documentation of Training |

Contractor Responsibility

The Project Superintendent shall have the authority to require respiratory protection for any worker on the jobsite when it is determined that conditions warrant respiratory protection. Any worker refusing to comply with this requirement shall be caused to be removed from the jobsite.



Sanitation, Drinking Water, & Illumination

Sanitation

- An adequate number of portable toilet facilities should be provided throughout the project, in accordance with OSHA requirements.
- Proper hand washing facilities must be provided for all employees who work with paints, coating, concrete, and other materials that may harm the skin.

Drinking Water

- An adequate amount of portable drinking water shall be provided by each contractor/subcontractor for their employees. Drinking water containers shall be clearly marked. Single service paper cups shall also be provided by each drinking container, which shall be kept in a sanitary dispenser. A trash bucket should be provided near each drinking water container. The use of a single common drinking cup shall be prohibited at all times.
- Non-portable water (water not suited for consumption) shall be clearly marked.

Illumination

- All areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where work is in progress shall be lighted with either natural or artificial illumination.
- The minimum illumination requirement for general construction areas shall be in accordance with OSHA standards.



Confined Space Entry

Employees and subcontractors of NM Contracting, LLC shall not enter a confined space until the following requirements are met:

- Hazards are identified and evaluated.
- Workers entering the space are trained on confined space hazards and entry procedures.
- Workers entering the space are identified and made aware of possible hazards that may be encountered on that particular job.
- Appropriate danger signs have been posted.
- Proper personal protective equipment has been selected and issued to affected employees.

If a confined space is not entered because one of the conditions mentioned above has not been met, the confined space will be restricted to employees and others by erecting barriers, installing locks, and/or posting warning signs until requirements have been met.

Our policy is to reduce the need for confined space entry and eliminate if possible. All confined space hazards in order to reclassify permit-required confined spaces to non-permit required confined spaces. When confined space entry is necessary, all provisions of this document are to be followed.

Confined Space Definition

A confined space means a space that: 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit; and 3) is not *designed for continuous human occupancy*. Examples of confined spaces include but are not limited to storage tanks, process vessels, bins, silos, boilers, ventilation or exhaust ducts, sewers, pipe chassis, underground utility vaults, tunnels, and pipelines.

A permit-required confined space means a confined space that either: 1) contains or has the potential to contain a hazardous atmosphere, 2) contains a material that has the potential for engulfing an entrant, 3) has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contains any other serious safety or health hazard.

Responsibility

It is the responsibility of all trade supervisors and workmen to identify a confined work space and work with GC to determine the need for confined space entry procedures where toxic or hazardous conditions may exist in a particular work area. Such procedures shall include, but are not limited to a permit system, lockout/tagout procedures, illumination and tools, personal protective equipment, instrumentation (gas monitoring devices), signs and barricades, standby attendant, retrieval equipment, emergency plan, and training. Any subcontractor that is planning to work in a confined space shall provide said employees with the proper equipment needed to enter/exit the confined space and work safely in accordance with OSHA standards.

If a permit-required confined space is identified, the Project Superintendent shall notify the Project Manager to ensure proper safety procedures are planned, reviewed, and implemented. At the minimum, it will require the subcontractor to prepare a "site-specific safety plan" to specifically address the proposed procedures for working in the permit-required confined space. The safety plan shall be reviewed and approved by the Project Manager PRIOR to proceeding with any work in the permit-required confined space.



Barricades, Hole Covers, Signs, & Signals

Barricades

- Use of Barricades
 - Anyone who creates a hole or opening is responsible for having it properly barricaded, marked, and/or covered.

Required around most excavations, holes or openings in floor or roof areas, edges of roofs and elevated platforms, around certain types of overhead work, and wherever necessary to warn people against falling in, through, or off.
- Erection of Barricades
 - Must be 42 inches high, square, and level.
 - Keep 6-ft back from edge of excavations, holes platforms, and roofs unless a protective barricade is used.
 - Erect before the hole is cut and extend as the excavation progresses.
 - Numerous excavations in one area may be barricaded effectively by erecting a barricade around the general area.
 - Blinking lights must be used on roadblocks after dark.
 - Leave an entrance, opening, or gate where practical.
 - Must be constantly maintained erect and square.
- Types
 - **Warning:** These call your attention to a hazard but offer no physical protection. Example, yellow synthetic tape strung along posts or lathe.
 - **Protective:** These warn as well as provide physical protection from falling. Example: Wood posts and rail, cable, and wood post chain. These form a rigid standard 42-inch top rail and 21-inch mid-rail.

Hole Covers

- Use of Hole Covers

All holes or openings through floors or decking at all elevations must be provided with hole covers or barricades immediately. Do not store or even set temporarily, material or equipment, on a hole cover.
- Placement of Hole Covers
 - Must have a sign reading, “WARNING – TEMPORARY HOLE COVER – DO NOT REMOVE UNLESS AUTHORIZED” or be otherwise identified.
 - Must be cleated, wired, or otherwise secured so it cannot slip sideways or horizontally beyond the hole.
 - Must extend adequately beyond the edge of the hole.



- **Materials**
 - When foot traffic is the only load expected on the cover, $\frac{3}{4}$ -inch plywood may be used, provided one dimension of the opening is less than 18 inches; otherwise, 2-inch lumber or double $\frac{3}{4}$ -inch plywood is required. When equipment loads are expected, 1-inch steel plate or even greater may be required to furnish the necessary strength of material (four times the heaviest possible load).

Signs & Signals

- **Visibility**
 - All warning signs and lighted signals must be placed where they can be seen and easily read. Colors are important!
 - Red backgrounds are intended to relay high danger message.
 - Yellow backgrounds are to warn people that exposure to the hazard is possible if entry into the area is necessary.
 - Green backgrounds indicate the maximum safety for the area has been created and only normal precautions are necessary.
 - Blue letters on White backgrounds are intended to inform people of the safety requirements for that area. Letters must be large enough to be legible from a safe distance.
- **Warning Tape**
 - Red tape surrounds high hazard areas to inform everyone, except the work crew, to stay out of that area.
 - Yellow tape surrounds medium hazard areas to inform others who must pass through the area that they should identify the hazard and take necessary precautions before entering.
 - Where warning tape is used to identify a fall exposure hazard (edge of a trench or opening in a floor), the tape must be placed at least 6-ft back from the edge of the hazard.
- **Traffic Control Paddles & Flags**
 - Paddles shall be octagonal in shape. One side shall be Red with the word “STOP” printed on it and the other side shall be Yellow with the word “SLOW” printed on it. Traffic control workers are to place themselves where they can be easily seen, but they should not be required to stand in any roadway. They should be placed far enough in front of the work zone to allow traffic to come to a safe stop before entering the zone. Where one open traffic lane will have to allow two directions of travel, traffic control workers shall be provided with radios to coordinate the alternate stopping of each line of vehicle. Flags shall be 24-inch square mounted on a durable shaft and of an acceptable Orange color for traffic control devices.



Excavation & Trench Protection

General

For the purposes of definition all trenches will be considered as excavations (but the reverse is not always true for all OSHA standards). On any project where excavations are planned, an engineered excavation protection plan may be on file at the jobsite and followed for all excavations. Exceptions will be where the excavation can follow the OSHA guidelines under regular 29 CFR 1926.650 through 1926.653 or tabulated from tables or charts approved by a professional engineer.

Underground Utilities

Underground installations such as sewer, water, telephone, gas, fuel, and electrical utilities will be located prior to any excavation work. Use the One Call to Dig System. When utility companies fail to respond within 48 hours to a request to locate underground utility installations or cannot establish the exact location of these installations, the excavation can proceed with caution. These installations will be protected, supported, or removed as necessary to safeguard all employees.

Access to Excavations

Access will be provided to all excavations 4 ft or deeper through the use of ramps, ladders, or stairs. Ladders will be placed such that employees will not have to travel more than 25 ft to the nearest ladder.

Vehicle Traffic

All employees exposed to vehicle traffic will be required to wear warning vests that are of high visibility material.

Equipment Hazards

No employee will be permitted underneath loads handled by lifting or digging equipment. When mobile equipment is operated adjacent to an excavation or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system will be utilized. Barricades, hand/mechanical signals, or stop logs may be used for this purpose.

Hazardous Atmospheres

Where hazardous atmospheres may exist in an excavation greater than 4 ft, the atmosphere shall be tested before employees enter the excavation. Adequate precaution shall be taken or provide ventilation to prevent exposure in atmospheres of less than 19.5% oxygen or other hazardous substances and atmospheres having in excess of 10% of the lower explosive limit of the gas. Testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

Since any excavation may also be considered a confined space, confined space entry procedures shall be in place and observed.



Water Accumulation

No employee will be allowed to work where accumulated water exist unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation, i.e. support or shield systems to protect from cave-ins, water removal to control incoming water, or use of a safety harness and lifelines. Water removing equipment will be monitored by the competent person to ensure proper operation. Excavations subject to water runoff from heavy rains will require inspection by the competent person after each rain.

Stability of Adjacent Structures

Adjoining buildings, wall, or other structures where the excavation operation endangers personnel and equipment, support systems will be incorporated. Shoring, bracing, or underpinning shall be provided to stabilize the structures.

Excavation below the level of the base or footing of any foundation or retaining wall shall not be permitted unless:

- A support system is provided for stability and protection of employees.
- Excavation is in stable rock.
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard.
- A registered professional engineer has determined that the structure is sufficiently removed from excavation so as to be unaffected by the excavation activity.

Sidewalks, pavements, and any other structure shall not be undermined unless a support system or method of protection is provided to protect it from collapse. All surface encumbrances are to be supported or removed to eliminate any potential hazard.

Loose Soil or Rock

Adequate protection will be provided to retain any loose rock or soil, which could fall on an employee. Soil from the excavation will be stored at a minimum of 2 ft from the edge of the excavation, or a retaining system will be erected to contain the soil.

Inspections

The competent person will make daily inspections of excavations, the adjacent area, and protection systems for evidence of possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. Inspections will be done before work begins each shift, after any storm, or after other hazard-increasing occurrences. Where evidence of a situation exists where a cave-in, failure of equipment, or hazardous atmosphere may occur, the necessary precaution will be taken. Documentation of the inspection of the excavation is required.

Fall Protection

Where employees or equipment are required or permitted to cross over excavations, walkways, or bridges with standard guardrails will be erected. Adequate physical barrier protection will be provided at all remotely located excavations. All operations, when completed, will be backfilled as soon as possible.



Employee Protection Systems

Employees will be protected from cave-ins by of the following conditions:

- The excavation is in stable rock.
- Excavations that are less than 5 ft in depth and an examination of the ground by the competent person revised no potential cave-in.
- A protective system is designed to support the anticipated load capabilities without failure.
- Benching or sloping of the ground is incorporated for the various types of soil based on the OSHA standards for Type A, B, and C soils.
- Other benching, sloping, or support systems may be utilized if a registered professional engineer designs them.
- All excavations over 20 ft in depth will be required to be designed by a Registered Professional Engineer.
- Manufactured support systems, or shield systems can be used if they are designed and built to the manufacturer's specifications and the equipment is not modified in any way.
- All protective systems will be erected such that employees will be protected at all times. Removal of shoring equipment shall be from the bottom up and the inverse for installation. Backfilling will progress as the support systems are removed.



Low-Voltage Electrical Safety

General

NM Contracting, LLC and any subcontractors must choose one or both of the following options for workplace safety from electrical injury in addition to all other requirements for equipment grounding and other regulations:

- Ground Fault Circuit Interrupters (GFCI's).
- Assured Equipment Grounding Conductor Program.

Ground Fault Circuit Interrupters (GFCI)

- These GFCI requirements pertain only to the use of temporary wiring on construction sites. They do not apply to the permanent wiring of the building or structure, except when such wiring is in kitchens or other wet areas.
- If GFCI's are not used on construction sites or in the shop, then the "Assured Equipment Ground Conductor Inspection Program" MUST be used.
- Because one-tenth (0.10) amp of electricity flowing through the human body for two seconds can cause death, any active electrical receptacle can pose a potentially lethal hazard.
- Electrical hazards in areas exposed to weather or the use of electrical tools and equipment on wet or damp floors, the use of GFCI will be used.

Assured Equipment Grounding Conductor Program (AEGCP)

Contractor and subcontractor must establish and implement an Assured Equipment Grounding Conductor Program (AEGCP) on the work site covering all cord sets, receptacles that not part of the permanent wiring of the building/structure, and equipment connected by cord and plug which are available for use or used by employees and required to be grounded.

- The project superintendent will insure that all electrical equipment, cords, plugs, and receptacles are in compliance with the program.
- Each cord set, attachment cap, plug and receptacle of cord sets, and any equipment connected by cord and plug, except cord sets and receptacles which are fixed and not exposed to damage, must be visually inspected before each day's use. They are to be checked for external (visible) defects such as deformed or missing ground pins or insulation damage, and for indication of possible internal damage. Equipment found damaged or defective is not to be used until repaired and shall be tagged as unusable before removal from the construction site.
- Electrical equipment, cord, etc. shall be tested periodically for continuity using an appropriate testing device.
- All contractors are prohibited from using (or not make available) and equipment that does not meet the requirements of the AEGCP to employees.
- The required tests must be recorded. This record may be kept by means of color-coding or other effective means and be kept up to date.
- Subcontractors must identify their program and follow the OSHA requirements for that program.



Temporary Electrical Power

- All temporary electrical power installed by an electrical contractor on a construction jobsite shall be in accordance with the OSHA standards.
- All electrical panels shall be equipped with an adequate number of breakers and GFCI plugs.
- The main power cable from the power supply to the electrical panel shall be of a gauge that meets or exceeds any local, state, or federal code, regulation or standard.
- The electrical contractor on the construction jobsite shall maintain said temporary electrical power at all times.

Lockout/Tagout Procedures

Any contractor/subcontractor shall utilize lockout/tagout procedures when working on electrical equipment that has been energized to prevent the accidental engaging of any electrical breaker and to prevent the electrical injury to any worker.



High-Voltage Safety

General

Work performed near energized equipment that contains or produces more than 600 amps or 12,000 volts of electricity will only be done by qualified contractors. All transformers and breaker panels should have at least 6 ft of clearance when the covers are closed. When the covers are open, only electricians should be allowed within 10 ft (or more depending on the size of the load).

Isolation

Work on or around energized equipment requires special grounding measures to be put into place prior to start of work operations. Signage and barrier tape should be set up around safe perimeters to keep other workers from entering any exposure zones.

Personal Protective Equipment

In addition to normal protective equipment, workers may be required to wear additional non-combustible coveralls and non-conductive gloves. A safe watch worker may stay near the primary worker equipped with a grounding rod that can be stabbed into the equipment to divert the grounding path if the primary worker should come into contact with the electrical load.

Fire Protection

A fire extinguisher (20-pound ABC) shall be stationed in the vicinity of the worker to prevent a flash or explosion from igniting any materials near the work. No combustible materials are to be stored within 20 ft of high-voltage equipment.



Fire Protection

Policy Statement

During the construction phase of any project, there is a much greater possibility of a fire than in a structure that has been completed and placed into service. This is partly due to the accumulation of scrap lumber, packing, wrapping, and other combustible refuse. In addition, the use of cutting, grinding, welding, temporary lighting, heaters, etc. present the potential for extensive loss due to fire. Lack of operating detection and sprinkler systems increase the risk of loss from a fire.

Fire Fighting Equipment

- The project shall be responsible for the development of a fire protection program as it applies to each specific jobsite. Each phase of the project shall be provided for.
- Access to all firefighting equipment and egress shall be mandatory at all times.
- Operational capabilities of firefighting equipment and control of egress shall be managed at all times.
- All firefighting equipment shall be regularly inspected and maintained. Monthly inspections are to be done as a bare minimum. Defective or discharged equipment shall be immediately replaced and tagged "OUT OF SERVICE."
- During welding, cutting, or grinding operations, there shall be a fire extinguisher with at least a 10B rating in close proximity.
- Fire extinguishers used to protect areas involving welding, cutting, or grinding shall be checked daily prior to start of operation.
- Unless a temporary or permanent water supply of sufficient volume, duration and pressure to properly operate the firefighting equipment is available, fire extinguishers will be used as noted above.
- A portable fire extinguisher, rated at not less than 2A, shall be provided for each 3,000 SF of the protected area. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 75 ft.
- One or more fire extinguishers rated at not less than 2A shall be provided on each floor. As a minimum, fire extinguishers shall be located next to stairways in multi-story buildings.
- Where more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the jobsite, a fire extinguisher rated at not less than 20B shall be provided at a distance of between 25 and 75 ft.
- Portable fire extinguishers shall be inspected and maintained in accordance with NFPA codes or the local authority having jurisdiction.
- As soon as a fire hazard becomes apparent or when an operation is planned with a known risk associated, proper equipment must be put into place.



Fire Prevention

- All employees shall be made familiar with the use of fire extinguishers.
- Smoking shall be prohibited in the vicinity of operations that constitute a fire hazard, and shall be conspicuously posted: "NO SMOKING OR OPEN FLAME"
- Areas where cutting and welding are performed shall be kept clean, and any accumulation of trash, rags, etc. shall be removed. Consideration should be given to the distance that sparks or slag can travel.
- When practical, objects to be welded, cut, or heated should be moved to a safe location. If this cannot be accomplished and if all the fire hazards cannot be removed, appropriate steps shall be taken to confine the heat, sparks, slag, etc.
- When welding, cutting, or grinding operations are to be performed above gratings, decks, or near floor or wall openings, a non-combustible covering shall be placed over deck or openings. Care shall be taken to direct the stream of slag or cutting away from any opening in floor or wall. Do not allow large pieces of hot slag to remain on surfaces long enough to cause combustion or damage.
- Sparks and slag must be contained in congested work areas. When it is impossible to contain sparks and slag, the danger must be surrounded with barrier warning tape.
- Equipment that has an open flame must always be attended by a knowledgeable person.
- Store flammable liquids in approved safety containers (not plastic). Keep such containers in an approved flammable cabinet.
- Electrical wiring or repairs are to be in accord with code.
- Fuel, oil, grease, and any flammable materials spill shall be cleaned up immediately.
- Accumulations of trash, scrap lumber, packing and other debris are to be cleaned up regularly.
 - Provisions are to be made for the removal and disposal of garbage and debris from the jobsite.
- Open fires are PROHIBITED.
- Obey all signs that warn against smoking and open flames (where fire or explosion hazards exist).

Recommended Fire Extinguisher Schedule		
Location	Type	Number Required
Construction Vehicles	5B	One each
Field Offices	2A	One each
Materials storage vans/trailers	2A	One each (post outside daily)
Other buildings or structures	2A	One per 3,000 SF (but greater than 100 ft to reach any spot)
Flammable liquid storage areas or bulk storage areas	20B	One per area (25 to 75 ft)
Work operation involving flammable liquid or gas	10B	One each (within 30 ft)



Flammable Liquid Storage

Storage Vessels

Aboveground storage of flammable liquids (gasoline or diesel) in:

- Skid Tanks
- Overhead Tanks
- Trailer-Mounted Tanks

Requirements

- Check with the local authorities for existing ordinances covering the aboveground storage of flammable liquids.
- All fuel tanks shall be located at least 20 ft from any type of building.
- Two or more fuel tanks, grouped together, having a combined capacity in excess of 2,200 gallons, shall be separated by a 5-ft clear area.
- All fuel tanks shall be vented.
- Vent pipes shall be at least as large as the filling or withdrawal connection, whichever is larger, but in no case less 1 1/4" nominal inside diameter.
- Where the vent pipe, with vent pipe outlet installed on top, is adjacent to buildings or highly traveled areas, there shall be a minimum of 12-ft above the building or adjacent ground level.
- The vent pipe outlet shall be constructed to include a flame arrestor and be able to discharge the flammable vapors upward and horizontally away from the adjacent area.
- Vent outlets shall be located so that the flammable vapors will not be trapped by eaves or other obstructions and shall be at least 5 ft from building openings.
- All aboveground storage tanks shall be marked with the appropriate hazardous materials and/or NFPA place cards.
- All tanks equipped with small pump engines shall be:
 - Provided with a flame/spark shield between the tank and the engine that is constructed of a non-combustible material.
 - Inspected regularly to make sure that the muffler and spark plug wire are not defective and that there are not any fuel leaks. If there are any defects, they shall be repaired or replaced as soon as possible.
- All fuel dispensing hoses shall be provided with a bonding wire that shall be permanently attached to the fuel tank and hose. Some hoses have the wire bonded internally within the hose and to its end connections. This is acceptable.



Vehicles & Heavy Equipment

Equipment

- General Requirements
 - All equipment left unattended during periods when no one is on the jobsite will be secured by appropriate means to prevent the intentional or non-intentional operation of said equipment.
 - A safety tire rack, cage, or equivalent protection shall be provided and used when inflating, mounting, or dismounting tires installed on split rims equipped with locking rings or similar devices.
- Maintenance Procedures
 - Bulldozer and scraper blades, sand loader buckets, dump bodies, and similar equipment shall be either fully lowered or blocked when being repaired or when not in use. All controls shall be in a neutral position with the motor stopped and brakes set unless work being performed requires otherwise.
 - Parked equipment shall be chocked and parking brakes set. The controls shall be set according to manufacturer's recommendations.
 - All cab glass shall be safety glass or equivalent that introduces no visible distortion affecting the safe operation of any machine. Cracked and broken glass shall be replaced.
 - Windshield wiper blades will be in good condition at all times.
- Material Handling
 - Earth-Moving Equipment
 - These rules apply to the following types of earth-moving equipment: scrapers, loaders, track-driven or rubber tire tractors, bulldozers, off-highway trucks, graders, agricultural and industrial tractors, and similar equipment.
 - Seat Belts
 - Seat belts shall be provided on all equipment that is equipped from the manufacturer.
 - Seat belts need not be provided for equipment that is designed only for stand-up operation.
 - While operating equipment, seat belts are required to be worn.
 - Brakes
 - All earth-moving, concrete pumps, and crane equipment shall have a service braking system capable of stopping and holding the equipment fully loaded.
 - Roll-Over Protective Structures(ROPS)
 - All of the following equipment manufactured after July 1, 1969, must be fitted with ROPS
 - All rubber-tired, self-propelled scrapers, rubber-tired front-end loaders, rubber-tired dozers, wheel-type agricultural and industrial tractors, crawler tractors, crawler-type loaders, and motor graders, with or without attachments, which are used in construction work.
 - Remounting
 - ROPS removed for any reason shall be remounted with equal quality, or better, bolts or welding as required for the original mounting.



- Labeling
 - Each ROPS shall have the following information permanently affixed to the structure:
 - Manufacturer or fabricator's name and address.
 - ROPS model number, if any.
 - Machine make, model, or series number that the structure is designed to fit.
- Audible Alarms
 - All bi-directional machines, such as roller, compactors, bulldozers, concrete pumps, cranes, and similar equipment shall be equipped with a horn, distinguishable from the surrounding noise level, which shall be operated as needed when the machine is moving in either direction. The horn shall be maintained in an operative condition.

Motor Vehicles

Motor vehicles, as covered by this section, are those vehicles that operate within an off-highway jobsite, not open to public traffic. These requirements do not apply to track-driven machines.

- General Requirements
 - All vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems may use common components and shall be maintained in operable conditions.
 - Whenever visibility conditions warrant additional light, all vehicles or combination of vehicles in use shall be equipped with at least 2 headlights and 2 taillights in operable conditions.
 - All vehicles or combination of vehicles shall have break lights in operable condition regardless of light conditions.
 - All vehicles shall be equipped with an adequate audible warning device at the operator's station and in operable condition.
 - The use of any motor vehicular equipment having an obstructive rear view shall not be used unless:
 - The vehicle has a reverse signal alarm audible above the surrounding noise level.
 - If the reserve signal is inoperable, the vehicle is backed only with an observer signals that it is safe to do so.
 - All vehicles with cabs shall be equipped with windshields and powered wipers.
 - Tools and materials shall be secured to prevent movement when transported in the same compartment with employees.
 - Trucks with dump bodies shall be equipped with positive means of support, permanently attached, capable of being locked into position to prevent accidental lowering of the body while maintenance or inspection work is being done.
 - Operating levers controlling hoisting or dumping devices on haulage bodies shall be equipped with a latch or other device, which will prevent accidental starting or tripping of the mechanism.
 - Trip handles for tailgates of dump trucks shall be so arranged that in dumping materials, the operator will be in the clear.
 - All vehicles in use shall be checked at the beginning of each shift to ensure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use.



- Motor Vehicle Records
 - All prospective employees whose job will involve driving a company vehicle will be required to list all accidents and moving violations they have had in the past three (3) years on their application. The Motor Vehicle Report (MVR) will be obtained from the state to verify this information. Any misrepresentation may be grounds for termination.
 - The MVR will be obtained on an annual basis and re-evaluated. Any employee whose MVR has excessive violations may be removed from the operating of a company motor vehicle on a public roadway. Any employee whose driver license/driving privilege is suspended or revoked by an authorized government agency shall not operate a company motor vehicle on a public roadway.

Driver Certification

- All drivers and vehicles will be subject to the DOT regulations if the vehicle exceeds a rated, registered, or actual gross weight of 26,000 pounds. All vehicles transporting hazardous materials are included. Mobile cranes are exempt.
- Drivers who operate vehicles under the above criteria will need to meet the following requirements:
 - Each driver will have a Commercial Driver License (CDL) with the appropriate endorsements.
 - Substance abuse testing will be done in accordance with DOT regulations.
 - Drivers will operate vehicles in accordance with the appropriate DOT regulations.
- Vehicle Maintenance Records should include:
 - Vehicle identification (make, model, serial number, company number, and tire size).
 - Schedule of maintenance (established by the carrier).
 - Record of repairs.
 - Record of lubrication and oil changes.
 - Post-trip inspection file (maintain for 3 months).
 - Copy of driver's logs if applicable (maintain for 6 months).
- The Company will complete and maintain a file on each CDL driver that will contain:
 - Application showing driver's license record and previous employers for past 10 years.
 - Medical exam (if applicable).
 - Road test and written test (administered by employer)
 - Annual review of driver's record
 - Notification of any suspension, revocation, cancellation, lost privilege, or disqualification of the employee's driver license.
 - Substance abuse test V.

Crane & Concrete Pump Rigs

- The same general requirements previously listed for equipment and motor vehicles are applicable to cranes and concrete pumps.
- All equipment will be locked up whenever the machine is left overnight on a jobsite or at an unsecured location.
- All cranes will be inspected in accordance with OSHA regulations.



Crane Operations

General Requirements

- All cranes shall comply with the manufacturer's specifications and limitations applicable to the operation of any and all cranes and derricks. Attachments used with cranes shall not exceed the capacity, rating, or scope recommended by the manufacturer.
- Rated load capacities and recommended operating speeds, special hazard warnings, or instructions shall be conspicuously posted on all equipment. Instructions or warnings shall be visible to the operator from person in control station.
- A boom angle indicator in good working order shall be provided.
- A poster with illustrations of hand signals to crane and derrick operators shall be placed outside the crane and must be visible to all employees.
- The designated competent person shall inspect all machinery and equipment prior to use and during use to make sure it is in safe operating condition. Any deficiencies shall be repaired or defective parts replaced before continued use.
- A thorough annual inspection of the hoisting machinery shall be made by a competent person or by a government or private agency recognized by the U.S. Department of Labor. The employer shall maintain a record of the dates and results of inspections of each hoisting machine and piece of equipment.
- Wire rope shall be taken out of service when any of the following conditions exist:
 - In running ropes, 6 randomly distributed broken wires in one lay or 3 broken wires in one stand in one lay.
 - Wear one-third the original diameter of outside individual wires – kinking, crushing, bird-caging, or any other damage resulting in distortion of the rope structures.
 - Evidence of heat damage from any cause.
 - Reductions from nominal diameter of:
 - More than 1/64 inch for diameters up to and including 5/16 inch.
 - 1/32 inch for diameters 3/8 inch to and including 1/2 inch.
 - 3/64 inch for diameters or diameters 9/16 inch to and including 5/8 inch.
 - 1/16 inch for diameters 7/8- to 1 1/8-inch inclusive.
 - 3/32 inch for diameters 1 1/4 inch to 1 1/2-inch inclusive.
- In standing ropes, more than 2 broken wires in one lay in sections beyond end connections or more than 1 broken wire at an end connection.
- Wire rope safety factors shall be in accordance with American National Standards Institute (ANSI) B 30.5-1968 or SAE J959-1966.



- Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or other moving parts of equipment shall be guarded if such parts are exposed to contact by employees or otherwise create a hazard.
- Accessible area within the swing radius of the rest of the rotating superstructure (counterweights), either permanently or temporarily mounted, shall be barricaded in such a manner as to prevent an employee from being struck or crushed by the crane.
- All exhaust pipes shall be guarded or insulated in areas where contact by employees is possible in the performance of normal duties.
- All windows in cabs shall be of safety glass or equivalent that introduces no visible distortion that will interfere with the safe operation of the machine.

Entrance & Exit

- A ladder or steps shall be provided to give access to a cab roof where necessary for rigging or service requirements.
- On cranes, guardrails, handholds, and steps shall be provided for easy access to the car and cab.
- Platforms and walkways shall have anti-skid surfaces.
- Fuel tank filler pipes shall be located in such a position or protected in such a manner as to not allow spill or overflow to run onto the engine, exhausts, or electrical equipment of any machine being fueled.
- An accessible, approved fire extinguisher rated a 5-BC shall be available to all operating stations or cabs of equipment.
- Equipment or machines being operated approximate to electrical distribution or Transmission Lines.
 - A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visible means.
 - Cage-type boom guards, insulating links, or proximity warning devices may be used on cranes.
 - For utility lines, the minimum clearance between the lines and any part of the crane or load shall be 10 ft.
 - In transit, with no load and boom lowered, the equipment clearance from utility lines shall be a minimum of 4 to 16 ft depending on the voltage of the utility lines.
- The employer without the manufacturer's written approval shall make no modifications or additions that affect the capability and operation of the equivalent.
- All jobs shall have positive stops to prevent their movement of more than 5 degrees above the straight lines of the job and boom on conventional type crane booms. The use of cable-type belly slings does not constitute compliance with this rule.
- No one will be allowed to ride material that is being hoisted.



Inspection Schedule for Crane Operations

- The operator will inspect each crane before each day's use, and weekly inspections will be performed as well. The Company using the equipment will provide the forms necessary to meet all compliance needs with each work order. It is the sole responsibility of the operators to complete the inspection forms.
- The monthly inspections will be done in the shop unless the equipment is leased to a project where the equipment cannot return to the shop. If such conditions occur, the furnishing contractors will go to the project to inspect and maintain the equipment.
- The annual inspections will be the responsibility of the furnishing contractor and done by an independent certified crane inspection serviceman.
- All the required inspection forms must be available for inspection.

Exhibit 1. Hydraulic Crane Log (Sample)

Crane Make: _____ Model No.: _____ SM: _____ Ca Emil). No.: _____ Month _____ Yr. _____

Each day the crane is in operation the assigned operator will perform an operational and maintenance safety check including the following items plus any other items necessary to ensure that the equipment is safe to operate. If an unsafe item is found, notify your supervisor IMMEDIATELY. Note unsatisfactory items in detail on the reverse side of the checklist, sign and date the report. Repair actions shall be centered, dated, and signed by the authorized mechanic

#	Check Items: f AOKI IX-repairl 10-n/al	Date																															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1	CONTROLS: Roper operation-Wear																																
2	Clutches																																
3	Brakes																																
4	Elec.-Air-Hvd. Systems																																
5	OUTRIGGERS: Operation & Leakage																																
6	Pads & Locks																																
7	RIG CAB: Glass & Windshield Wiper																																
8	Fire Ext. - 5 B:C min. - Insp.																																
9	Load & Warning Charts																																
10	Hand Signal Chart																																
11	SAFETY DEVICES: Limit Switches																																
12	Locking Devices																																
13	Boom Angle Indicator																																
14	Signal Horn																																
15	Swing Radius Barricade																																
16	BOOM: Condition & Damage																																
17	Jib Stoo & Block																																
18	Hooks & Safety Latches																																
19	V-ARE ROPE Condition & Lubrication																																
20	Connections & Clamps																																
21	Kinkino-Crushina-Wear																																
22	Broken Wires & Reeving																																
23	Engine Idle & Power Check																																
24	General: Lubrication-Fuel-Cooling																																
25	Others:																																
26																																	
27																																	

Operator's Initial Under Each Date of Operation



Welding & Cutting

Welding

- General
 - A suitable fire extinguisher or other fire control devices must be ready for instant use in any location where welding is done. Where welding must be carried on near combustible materials, a helper or other extra person should be on hand to guard against fire.
 - Screens, shields, or other safeguards should be provided for the protection of people or combustible materials below or other exposed to sparks or falling objects. When others must work nearby they should be protected from the arc rays by screens or by other adequate individual protection.
 - When welding or cutting lead, zinc, cadmium-coated, lead bearing, or other toxic materials, provisions should be made for the removal or the use of proper personal respiratory protection enforced. This equipment should be a 10B rated fire extinguisher.
- Protection Clothing
 - Protective clothing and equipment required for any welding operation will vary with the size, nature, and location of the work.
 - Fire Prevention
 - When the welding, cutting, or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel shall be assigned to guard against fire while the actual welding, cutting, or heating operation is being performed and for sufficient period of time after completion of work to ensure that no possibility of fire exists. Such personnel shall be instructed as to the specific anticipated fire hazards and how the firefighting equipment provided is to be used.
 - Drum containers or hollow structures which have contained toxic or flammable substances, shall, before welding, cutting, or heating is undertaken on them, either be filled with water or thoroughly cleaned of such substances and ventilated and tested.
 - Suitable fire extinguishing equipment shall be immediately available in the work area and shall be maintained in a state of readiness for instant use.
 - Shielding
 - Whenever practical, all arc welding operations shall be shielding by non-combustible or flame-proof screens which will protect the employees and other persons working in the vicinity from the direct rays of the arc.
 - Ventilation and Protection in Welding, Cutting, and Heating
 - Welding, cutting, and heating may normally be done without mechanical ventilation or respiratory protective equipment, but where, because of unusual physical or atmospheric conditions, an unsafe accumulation of contaminants exist suitable mechanical ventilation or respiratory protective equipment shall be provided.
 - Employees performing any type of welding, cutting, or heating shall be protected by suitable eye protective equipment.



- Other employees exposed to the same atmosphere as the welders or burners shall be protected in the same manner as the welder or burner. All welders and welders' helpers are to wear at all times safety-tinted glasses.
- In confined spaces where welding, cutting, or heating metals that contain zinc, lead, cadmium, mercury, chromium, beryllium, or covered with preservative coatings or working with inert gas arc welding is taking place, then check with the Safety Director concerning the recommended safe operating procedures.

Arc Welding

- Welding Equipment
 - Only standard electric arc welding equipment conforming to the requirements of the National Electrical Manufacturers Association and/or the Underwriters Laboratories, Inc. should be used.
 - Power circuits should be installed and maintained in accordance with the National Electrical Code. Check to see what voltage the machine is wired for before connecting.
 - Frames of all electrical welding machines operated from power circuits should be effectively grounded with No. 8 gauge wire or heavier.
 - Electrode and ground cables should be supported so as not to create obstructions interfering with the safe passage of workers. The ground lead for the welding circuit should be mechanically strong and electrically adequate for the service required.
 - Where it is necessary to couple several lengths of cable for use as a welding circuit, insulated connectors should be used on both the ground and electrode holder lines, if occasional coupling or uncoupling is necessary. For permanent connectors, solder and tape splices may be used.
 - An electrode holder of adequate rated current capacity, insulated against shock and shorting/flashing when laid on grounded materials, should be used.
 - Adequate exhaust to the outside should be provided where internal combustion engines are used to operate welding machines in enclosed spaces.
 - The proper shade of welding lens is required and an adequate supply of cover lenses should be available. Persons assisting operators should also wear protective lenses to avoid "welding flash" burns to the eyes.
- Manual Electrode Holders
 - Manual electrode holders shall be capable of safely handling the maximum rated current required by the electrodes being used.
 - They shall be fully insulated against the maximum voltage encountered to ground.
- Welding Cables and Connectors
 - All arc-welding cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work in progress. When it becomes necessary to connect or splice lengths of cable one to another, they shall be securely fastened together to give good electrical contact, and then exposed metal parts shall be completely insulated.



- Cables in poor repair shall not be used. If a cable becomes worse to the extent of exposing bare conductors, the portion thus exposed shall be protected by means of rubber and friction tape or other equivalent insulation.
- Machine Grounding
 - The frames of all arc welding machines shall be grounded either through a third wire in the cable containing the circuit conductor or through a separate wire which is grounded at the source of the current.
- Operating Instructions
 - When electrode holders are to be left unattended, the electrode shall be removed and the holder shall be so placed or protected that they cannot make electrical contact with employees or conducting objects.
 - Hot electrode holders shall not be dipped in water.
 - Any faulty or defective equipment shall be reported to the Supervisor.

Gas Welding and Cutting

- Transporting, Moving, & Storing Compressed Gas Cylinders
 - Oxygen and acetylene cylinders shall be stored at least 20 ft from each other and 25 ft from any building. “NO SMOKING” signs will be posted at bottles.
 - Valve protection caps shall be in place and secured.
 - When cylinders are hoisted, they shall be secured on a cradle, sling, board, or pallet. They shall not be hoisted or transported by means of magnets or chocker slings.
 - Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck, or permitted to strike each other violently.
 - When cylinders are transported by power vehicles, they shall be secured in a vertical position.
 - Valve protection caps shall not be used for lifting cylinders from one vertical position to another.
 - Unless cylinders are firmly secured on a special carrier intended for this purpose, regulators shall be removed, and valve protection caps put in place before cylinders are moved.
 - A suitable cylinder, truck, chain, or other steadying device shall be used to keep cylinder from being knocked over while in use.
 - Compressed gas cylinders shall be secured in an upright position at all times.
- Placing Cylinders
 - Cylinders shall be kept far enough away from the actual welding or cutting operation so that sparks, hot slag, or flame will not reach them.
 - Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- Treatment of Cylinders
 - Cylinders, whether full or empty, shall not be used as rollers or supports.



- No damaged or defective cylinder shall be used.
- Stored cylinders will be kept upright and secured to prevent falling on their side. Oxygen and acetylene will be stored a minimum of 20-ft apart. “NO SMOKING” signs will be placed near the cylinders. Storage of cylinders in a building is prohibited.
- Hose
 - All hose in use carrying acetylene, oxygen, or any gas or substance that may ignite or enter into combustion or be in any way harmful to employees shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.
 - Hose which has been subject to or which shows evidence of wear or damage shall be tested to twice the normal pressure to which it is subjected to under normal working loads. Defective hose or hose in doubtful condition shall not be used.
 - Hose coupling shall be of the type that cannot be unlocked or disconnected by means of a straight pull without rotary motion.
 - Boxes used for the storage of gas hose shall be ventilated.
 - Hoses, cables, and other equipment shall be kept clear of passage ways, ladders, and stairs.
- Torches
 - Clogged torch tip openings shall be cleaned with suitable cleaning wires, drills, or other devices designed for such purposes.
 - Torches in use shall be inspected at the beginning of each working shift for leading cut-off valves, hose couplings, and tip connections. Defective torches shall not be used.
 - Torches shall be lighted by friction lighters or other approved devices and not by matches or cigarette lighters. The use of hot work as a means of lighting torches is not recommended.
- Regulators & Gauges
 - Oxygen and fuel gas pressure regulators, including their gauges, shall be in proper working order while in use.
 - Regulators and gauges shall be kept free of grease and dirt at all times.
- Chipping, Cleaning, & Grinding
 - When removing excess weld metal, faulty weldments, or slag, the welder removes or raises his shield in order to see. The chips flying from the cleaning hammer are dangerous, especially to the eyes. Safety goggles and a protective face shield should be used.
 - Gloves should be worn to protect the hands and wrists. Flying chips are liable to travel a considerable distance. The danger to other personnel in the area may require screening and shielding.
 - Caution workers to chip away from the face.
 - Gloves should be worn when wire brushing weld metal.
 - When cleaning and brushing surfaces to be welded, use caution to avoid metal slivers and sharp edges. Gauntlet gloves are advisable.



Ladders, Stairs, & Ramps

Inspection & Testing

- Wood ladders should be inspected frequently for damage and deterioration. Close visual inspection is recommended in preference to load testing. Periodically the ladder should be inspected to be sure that there are no loose rungs, there are splits or severe damage to the side rails, and that extension brackets are still firmly in place.
- Frequent inspection of metal ladders is recommended. All parts should be checked for wear, corrosion, and structural failure. Be especially careful in inspecting metal ladders and remove ladders with damaged rungs or damaged side rails.
- Ladders found to be defective should be repaired if possible. If a ladder is damaged enough that it cannot be repaired, it should be removed from the jobsite and destroyed.

Maintenance

- Wood ladders should never be painted due to the possibility of covering structural defects in the ladder. All metal fittings on wooden ladders should be carefully checked. Make certain that all bracing remains tight and that the rungs do not become loosened.
- On metal ladders, rungs should be cleaned to prevent accumulation of materials that might destroy non-slip properties and all metal fittings should be carefully checked. Any ladder receiving a badly bent rung should be taken from service and replaced or the ladder removed from service.
- When not in use, all ladders should be stored under suitable cover protected from the weather. Ladders stored horizontally should be supported at both ends and at an intermediate point to prevent sagging of the midsection.

Jobsite Use

- Ladder feet should be placed on a substantial, level base and the vicinity of the legs should be kept clear of debris and should afford a non-skid surface. Both the top and the bottom of the ladder should be secured to prevent displacement.
- Ladders leading to landings or walkways should extend at least 36 inches above the landing and be securely fastened. The front of the ladder should be placed approximately $\frac{1}{4}$ of its supported length away from the vertical plan of its top support. No employee should attempt to carry heavy loads while ascending or descending a ladder and side reach from a ladder should be kept to a minimum. Try to pick an area out of normal traffic pattern to erect ladders to decrease the hazard of their being accidentally displaced.
- Metal ladders are electrical conductors and should not be used around electrical circuits of any kind.
- Do not use ladder for skids, braces, workbenches, or scaffold plant supports.
- If it is necessary to place a ladder in or over a doorway, barricade the door and post warning signs.
- Keep both feet and a hand (or 2 hands) on the ladder rungs unless you are secured to prevent falling. Do not reach out too far, or place one foot on a line or piece of equipment. Change the position of the ladder as often as necessary.
- Face a ladder when working from it. A safety belt is required if it is necessary to work backwards from a ladder, and under certain other conditions. Check with your supervisor.
- Only one man on a ladder at all times!



- Ladders may be used on scaffolds only if secured and user uses fall protection.
- Except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations.

Straight & Extension Ladders

- Place ladder so the distance at the bottom footing is $\frac{1}{4}$ (0.25) the vertical distance in height.
- Ladders must be equipped with tie-off rope and non-skid safety feet.
- Ladders must be adequately tied off.
- The ladder top must extend 3-ft beyond supporting object when accessing elevated work area.
- After the extension section has been raised to desired height, check to see that safety dogs or latches are engaged and extension rope is secured to a rung on the base section of ladder.
- Extension ladders must be overlapped a minimum of 3 rungs.
- Do not take extension ladders apart to use either section separately.

Stepladders

- Always open, set level on 4 ft and lock spreaders in place. Do not use like a straight ladder.
- Never stand on the uppermost platform or top rung of a stepladder.
- Do not place tools or material on rungs or platform.

Job-Built Ladders

- Job-made ladders shall be constructed for intended use. If a ladder is to provide the only means of access or exit from a working area for 25 or more employees, or simultaneous 2-way traffic is expected, a double cleat ladder shall be installed.
- Double cleat ladders shall not exceed 24 ft in length.
- Single cleat ladder shall not exceed 24 ft in length between supports (base and top landing). If ladders are to connect different landings, or if the length required exceed the maximum length, 2 or more separate ladders shall be used, offset with a platform between each ladder. Guardrails and toe boards shall be erected on the exposed side of the platforms.
- Single cleat ladder width shall be at least 16 inches, but no more than 20 inches, between rails.
- Side rails shall be parallel or flared top to bottom by not more than $\frac{1}{4}$ inch for each 2 ft of length.
- Wood side rails of ladders having cleats shall be not less than 1 $\frac{1}{2}$ -inch thick and 3 $\frac{1}{2}$ inches deep (2-inch by 4-inch minimum) when made of Douglas fir.
- It is preferable that side rails be continuous. If splicing is necessary to attain the required length, however, the splice must develop the full strength of a continuous side rail of the same length.
- 2-inch by 4-inch lumber shall be used for side rails of single cleat ladders up to 16-ft long; 2-inch by 6-inch lumber shall be used for double cleat ladders from 12- to 24-ft long.
- 2-inch by 4-inch lumber shall be used for side and middle rails of double cleat ladders up to 12 ft in length; 2-inch by 6-inch lumber for double cleat ladders for 12- to 24-ft long.
- Cleats shall be inset into the edges of the side rails $\frac{1}{2}$ inch or filler blocks shall be used on the rails between the cleats. The cleats shall be secured to each rail with three 10D common wire nails or other fasteners of equivalent strength. Cleats shall be uniformly spaced, 12 inches top-to-top.



Stairways

- Stairway or ladders shall be provided at all personnel access points where there is a break in elevation of 19 inches or more and no ramp, runway, or sloped embankment is provided.
- Employees will not be allowed to use any stairway on which construction work is being performed.
- Stairs or ladders will be kept clear for access at all times.
- All stairs or ladder access areas must have fall protection systems such as handrails or guardrails.
- Stairways that are not a permanent part of the structure on which construction is being performed shall have landing not less than 30 inches in the direction of travel and extend at least 22 inches in width at every 12 ft or less of vertical rise.
- Riser height and tread depth shall be uniform within each flight of stairs. Variations will not exceed $\frac{1}{4}$ inch in any stairway system.
- Where doors or gates open directly on a stairway, a platform shall be provided. The swing of the door shall not reduce the effective width of the platform to less than 20 inches.
- Metal pan landings/treads shall be secured in place before filling with concrete or other materials.
- All parts of stairways shall be free of hazardous projections. Slippery conditions shall be eliminated before the stairways are used. The stair rail/handrail system shall be surfaced as to prevent injury or snagging of employee clothing.
- Except during construction on metal pan stairways, foot traffic will be prohibited until the treads and/or landings are filled completely with concrete, wood, or other solid material at least to the top edge of each pan and shall be full width and depth of the stair.
- Stairs having 4 or more risers or rising more than 30 inches shall be equipped with one handrail and on stair rail system along each unprotected side or edge.
- Winding or spiral stairways shall be equipped with a stair railing not less than 36 inches in height from the tread nosing to the top of the stair rail.
- Mid-rails, screens, or mesh shall be provided between the top rail and the stair steps.
- Mid-rails, when used, shall be located at a height midway between the stair rail and the tread.
- Screens or mesh, when used, shall be installed from the top rail to the stair step.
- Handrails and the top rails of the stair rail system shall be capable of holding a force of 200 pounds applied in any downward or outward direction.
- The height of the handrail shall be not more than 37 inches or less than 36 inches from the top surface of the handrail to the nose of the tread.
- Handrails will be set at a minimum clearance of 3 inches between the handrails and the wallface.
- All unprotected sides and edges of stairway landings will be provided with a guardrail system.

Ramps

- Earth Ramps
 - Ramps constructed of earth shall be compacted enough to allow expected loads to travel safely on the ramp surface. The slope shall be no steeper than 1 ft for every $1\frac{1}{2}$ ft of horizontal length.
- Job-Built (Wood) Ramps
 - Wood ramps must be a minimum of 22 inches wide for each direction of travel.
 - Wood ramps must have guardrails along each open side if the fall distance to surfaces below is greater than 4 ft. Daily inspection of guardrails is required.



Scaffolding

General

Before climbing on a scaffold, inspect visually to determine that:

- Handrails, mid-rails, toe boards, and platform decking are in place.
- All wheels are locked on rolling scaffolds.
- A proper ladder is set for safe climbing.

Requirements

- Personnel must wear fall protection equipment properly tied off on any scaffold platform; not equipped with standard handrails, mid-rails, or complete deck.
- Neither change nor remove scaffold members unless authorized.
- No one is allowed to ride on a rolling scaffolding when it is being moved. Remove or secure all tools and material on the deck before moving.
- Do not climb on or work from any scaffold, handrail, mid-rail, or brace member. Use the ladder to access the scaffold.
- All scaffolds must be erected level and plum, on a firm base and with the required scaffold equipment, uprights, braces, base plates, planking, toe boards, and any other equipment required for a safe scaffold operation.
- Scaffolds must be tied off to stabilize out-riggers when the height is more than 4 times the smaller base dimension. Scaffolds must also be tied off horizontally every 30 ft, and vertically every 26 ft.
- When space permits, all scaffold platforms more than 10-ft above the ground or floor must be equipped with standard 42-inch-high top rails rigidly secured (not wired), standard 21-inch-high mid-rails, 4-inch-high toe boards completely decked with safety plank or manufactured scaffold decking and rigidly secured toe boards, on all 4 sides.
- Scaffolds 4- to 10-ft high, having a minimum horizontal dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends of the platform.
- Adjusting or leveling screws shall not be used on scaffolds equipped with wheels. Adjusting screws shall not be extended more than 12 inches of thread.
- Be sure you know the safe working loads on all scaffolds.
- Rolling scaffolds shall be used only on level, smooth surfaces, or the wheels must be contained in wooden or channel iron runners. Watch overhead clearance when moving. Casters must be pinned.
- Do not alter any scaffolding member by welding, burning, cutting, drilling, or bending.
- Do not stack brick, tile, block, or similar material higher than 24 inches high on the scaffold deck.
- Do not rig from scaffold handrails, mid-rails, or braces.
- Where persons are required to work or pass under or next to a scaffold, wire mesh shall be installed between the toe boards and the guardrails, extending along the entire opening, consisting on No. 18 gauge U.S. Standard Wire ½-inch mesh, or the equivalent.
- Patented Metal Scaffolding
 - Generally, parts and sections of scaffolding made by one manufacturer are not to be used with another manufacturer's parts and sections.
- Decking
 - For wood-type decking, only planks of 2-inch scaffold grade lumber or laminated wood is allowed on scaffolds.
 - For manufactured type decking, manufactured aluminum planks are to be used on scaffolds.



Hand & Power Tool Safety

General Requirements

- Guarding
 - When power operated tools are designed to accommodate guards, they shall be equipped with such guards when in use.
 - Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts or equipment shall be guarded if such parts are exposed to contact by employees or otherwise create a hazard.
- Personal Protective Equipment
 - Employees using hand and power tools and exposed to hazards of falling, flying, abrasive, or splashing objects, or to harmful dust, fumes, mist, vapor, or gases shall be provided with the particular approved personal protective equipment necessary to protect them from the hazard.
- Constant Pressure Switch
 - All hand-held power tools shall be equipped with a constant pressure switch that will shut off the power when the pressure is released.

Hand Tools

- Employer shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjusting pipe, end, and socket wrenches, shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

Power-Operated Portable Tools

- Electric Power Tools
 - Electric power-operated tools shall either be of the approved double insulated type or be grounded through the use of the three-wire system.
 - The use of electrical cords for hoisting or lowering tools shall not be permitted.
 - All electrical extension cords and pigtailed will be a three (3) conductor type.
- Pneumatic Power Tools
 - Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
 - Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
 - Compressed air shall not be used for cleaning purpose except where reduced to less than 30 PSI and then only with effective chip guarding and personal protective equipment. The 30 PSI requirement does not apply for concrete form, mill scale, and similar purposes.
 - The manufacturer's safe operating pressure for hoses, pipes, valves, filters, and other fittings shall not be exceeded.
 - The use of hoses for hoisting or lowering tools shall not be permitted.
 - All hoses exceeding ½-inch inside diameter shall have a safety device (excess flow valve) at the source of supply or branch line to reduce pressure in case of hose failure.
 - All fittings will be safety wired to prevent accidental uncoupling.



- **Fuel-Powered Tools**
 - All fuel-powered tools shall be stopped while being refueled, serviced, or maintained, and fuels shall be transported, handled, and stored in accordance with the fire prevention.
 - When fuel-powered tools are used in enclosed spaces, the applicable requirements for concentrations of toxic gases and use of person protective equipment shall apply.
- **Powder-Actuated Tools**
 - Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate the tool. Each employee will carry his/her training certification card.
 - The tool shall be tested each day before loading to see if safety devices are in proper working conditions. Testing shall be in accordance with the manufacturer's recommended procedure.
 - If a tool is found in improper working order or develops a defect during use, it shall be immediately removed from service and not used again until properly repaired.
 - Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee. Hands shall be kept clear of the open barrel end.
 - Face shields and safety glasses or goggles should be used by employees during the firing of the powder-actuated tool.
 - Loaded tools shall not be left unattended.
 - Driving into materials easily penetrated shall be avoided unless a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side backs such materials.
 - Tools shall not be used in an explosive or flammable atmosphere.
 - All tools shall be used with the correct shield, guard, or attachment recommended by the manufacturer.

Abrasive Wheels & Tools

- **Power**
 - All grinding machines shall be supplied with sufficient power to maintain the spindle speed at safe levels under all conditions or normal operation.
- **Use of Abrasive Wheels**
 - Floor stand and bench-mounted abrasive wheels used for external grinding shall be provided with safety guards (protection hoods).
 - All abrasive wheels shall be closely inspected before mounting to ensure that they are free from cracks or defects.
 - Grinding wheels shall fit freely on the spindle and shall not be forced on. The spindle nut shall be tightened only enough to hold the wheel in place.
 - All employees using abrasive wheels, whether portable, bench, or floor-mounted, shall be protected by approved eye and face protection equipment.

Woodworking Tools

- All fixed, electrically powered woodworking tools shall be provided with a disconnection switch that can be locked and tagged in the "OFF" position.
- All portable, power-driven circular saws shall be equipped with guards above and below the base plate or shoe. The upper guard shall cover the saw to the depth of the teeth, except for the minimum arc required to permit the base of the tilted for bevel cuts. The lower guards shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contract with the work. When the tool is withdrawn from the work, the lower guard shall automatically and instantly return to the covering position.



Laser Operations

Non-Ionizing Radiation

- Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
- Employees, when working in areas in which a potential exposure to direct or reflected laser light is great than 0.005 watts (5 milli-watts) exists, shall be provided with anti-laser eye protection devices as specified by the OSHA standards.
- Areas in which lasers are used shall be posted with standard laser warning place cards. These posters should be placed a short distance from the laser unit so that a person approaching the jobsite will be warned well in advance of their entry into the laser area.
- Beam shutters or caps shall be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.
- The laser beam shall not be directed at employees. Consider this when setting up the unit. Care shall be exercised to keep employees out of the path of the laser beam.
 - Laser equipment shall bear a label to indicate maximum output. The units should have a manufacturer's tag indicating maximum milli-watt output.
- Employees shall not be exposed to light intensities above:
 - **Direct Staring:** 1 micro-watt per square centimeter.
 - **Incidental Observing:** 1 milli-watt per square centimeter.

The setting up of the instrument out of eye level of employees should assure compliance.

- Laser unit in operation should be set up above the heads of the employees, which possible. Every effort should be made to set the unit up so that the laser beam is above the heads of those employees working around the laser so that they cannot cross the beam with their eyes.
- Battery covers are required on all laser batteries to prevent the possibility of shorting the battery terminals.



Demolition Safety

Manual Demolition

- Isolate the area with Red warning tape.
- Shut off all utilities and services that could be damaged during demolition operations.
- Stop work activities the moment an unexpected condition is encountered.
- Keep access passages open throughout the demolition area.
- Unless the area is constantly sprayed by water mist, keep dust respirators in place, and change them as soon as breathing becomes a problem.
- Workers who handle the debris must be equipped with heavy work gloves.
- Face shields and safety glasses or goggles are required for all crew members within the vicinity of actual demolition work.

Mechanical Demolition

- Other than the equipment operator, no worker is to be any closer than 1 ½ times the height of the structure being demolished while that work is being performed.
- The Red warning barrier should be no closer than 2 times the height of the structures being demolished. If another structure is closer than this distance, measures must be taken to barricade all doors and windows that face the demolition area.
- Communicate evacuation plan to every worker in the area.



Fall Protection Systems & Plans

General

Any worker that is exposed to a fall hazard of 6 ft or more will be provided with a means of fall protection. Wherever protection is required the workers will be protected from falling by use of one of the following systems, guardrails, safety nets, or a personal fall arrest system. Each job supervisor will be required to determine if the walking or working surfaces have the strength and structural integrity to support their workers safely.

Buildings & Other Similar Structures

- **Unprotected Sides & Leading Edges**
 - Where a structure has unprotected sides, edges, or leading edges and has a fall hazard of 6 ft or more above a lower level, workers shall be protected from falling by use of guardrail systems, safety net systems, or personal fall arrest systems. If it is found that these systems are unfeasible or that they create a greater hazard to use them, an alternate fall protection plan may be needed that meets or exceeds the OSHA standards. Employees will then be trained on the plan and it will be implemented.
 - All workers, whether engaged or not in the leading-edge work, shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system. Controlled Access Zones are acceptable if implemented as noted in the Controlled Access Zone portion of this manual section.
 - If a guard rail system is chosen to provide the fall protection and a Controlled Access Zone has already been established for leading edge work, a control line may be used in lieu of a guardrail along the edge that parallels the leading edge.
- **Open Holes**
 - On any open hole, including skylights, where a 6 ft or more fall exists above a lower level and a worker can walk or work near it, the hole shall be protected by a guardrail system, safety net system, or personal fall arrest system erected around such holes.
 - Workers shall be protected from open holes that can cause tripping in or stepping into or through by covers. These covers will be prominently color coded or labeled as to warn workers of such holes.
 - Workers will be protected from falling objects through holes by covers.
 - Open holes are defined to be openings that are 2 inches or greater in size in any dimension.
 - Where a safety monitoring system is used, open holes will still meet the requirements as listed above.
- **Wall Openings**
 - When working on, at, above, or near wall openings (including those with chutes attached) where the bottom of the wall opening is at least 6-ft above the adjacent exterior level, and less than 39 inches above the interior surface, workers shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system.



- **Hoist Areas**
 - A guardrail system, gate, or chain is required where a hoisting operation is in place for landing materials. If the guardrail system, gate, or chain is removed to facilitate the landing of materials and the worker must lean through the access opening or out over the edge of the access opening, that worker shall be protected by a personal fall arrest system.
 - In hoisting areas, the guardrail system, chain, gate, or removable guardrail sections shall be placed across the access opening when hoisted operations are not taking place.
 - All personal restraint systems used in hoist areas will be rigged to allow the worker to approach, but not quite reach the unprotected edge.
- **Ramps, Runways, & Other Walkways**
 - A guardrail system will be installed along each unprotected side or edge on ramps, runways, and other walkways where a 6 ft or more fall hazard exists.
 - The guardrail system will be built to the criteria mentioned in the guardrail system section of this manual.
- **Walking/Working Surfaces – Not Otherwise Addressed**
 - For walking or working surfaces not otherwise addressed, where a 6 ft or more fall hazard exists, the workers will be protected from falling by use of a guardrail system, safety net system, or personal fall arrest system.

Excavations

- On the edge of excavations where a 6 ft or more fall exists, workers will be protected from falling by guardrail systems, fences, or barricades.
- At all wells, pits, shafts, and similar excavations that are 6 ft or more in depth, workers shall be protected from falling into or onto the dangerous equipment by guardrail systems, fences, barricades, or covers.

Roofing Work

- **Steep Roofs**
 - Personnel working in roofing activities on steep sloped roofs with unprotected sides and edges, 6 ft or more above lower levels, shall be protected from falling by a guardrail system with toe-boards, safety net system, or personal fall arrest system.
- **Low Sloped Roofs**
 - Personnel working in roofing activities on low sloped roofs with unprotected sides and edges, 6 ft or more above lower levels, shall be protected from falling by a guardrail system, safety net system, personal fall arrest system, or by a warning line system and safety monitoring system. On roofs of 50 ft or less in width, the use of a safety monitoring system alone is permitted.

Protection from Falling Objects

Several methods can be used for protection from falling objects. They are toe-boards, screens, guardrail systems, and canopies. When these methods are incorporated, they should be installed such that they will keep potential fall objects far enough from the edge of the higher level so that these objects would not go over any edge if displaced.



- Toe-boards shall be erected along the edge of the overhead walking or working surface for the distance sufficient to protect workers below, when used as falling object protection.
- These toe-boards will be capable of withstanding a force of 50 pounds applied in any downward or outward direction at any point along the toe-board.
- Toe-boards will be minimum of 3 ½ inches tall. They shall not be placed more than ¼-inch above the deck surface. They will be solid or not have any opening over 1-inch high.
- Where tools and equipment are piled higher than the toe-board, paneling, or screening it shall be erected from the deck surface or toe-board, to the top of the guardrail system top rail or mid-rail for a horizontal distance sufficient to protect the workers below.
- Where the guardrail system is used for falling object protection, openings will be small enough to prevent passage of potential falling objects.
- When overhead bricklaying or related work is performed, no materials or equipment, except masonry materials or mortar, shall be stored within 4 ft of the working edge. Excess mortar, broken or scattered masonry units and all other materials and debris shall be kept clear from the work area through removal at regular intervals.
- On roofing work, materials and equipment shall not be stored within 6 ft of the roof edge unless guardrails are erected at the edge. Materials that are piled, grouped, or stacked near a roof edge will be stable and self-supporting.
- Canopies, when used as falling object protection, will be strong enough to prevent collapse and prevent penetration by any objects that may fall onto a canopy.

Fall Protection System

Guardrail systems must have the following components and provisions:

- The top edge height of top rails or equivalent guardrail system members shall be 42 inches, plus or minus 3 inches, above the walking or working level.
- Mid-rails, screens, mesh, intermediate vertical members or equivalent intermediate structural members shall be installed between the top edge of the guardrail system and the walking or opening surface when there is no wall or parapet wall of at least 21 inches.
- Mid-rails, when used, shall be installed at a height midway between the top edge of the top rail and the walking working level.
- Screens and mesh, when used, shall extend from the top rail to the walking or working level and along the entire opening between top rail vertical supports.
- The guardrail system shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge in any outward or downward direction.
- The top guardrail edge shall not defect below a height of 39 inches above the walking or working level.
- All surfaces of the guardrail system shall be smooth such that workers are protected from lacerations punctures or other injury plus snagging of clothing.



- The ends of top rails and mid-rails shall not overhang the terminal posts unless the overhang does not constitute a projection hazard.
- Steel or plastic banding will not be acceptable for use on a guardrail system.
- If wire rope is used for top rails and mid-rails, it will be at least ¼ inch in diameter and not have any defects that could cause punctures or lacerations. The top wire rope rail will be flagged every 6-ft maximum spacing with high-visibility materials.
- Where openings in the guardrail system are used for passage of materials, the opening shall not have more than two sides provided with removal guardrail sections. When the opening is not in use, it shall be closed with a cover, or a guardrail system shall be provided along all unprotected sides or edges.
- Where points of access are at openings, such as at ladder ways, they shall be provided with a gate or be so offset that person cannot walk directly into the access opening.
- Guardrail systems used on ramps shall be erected along all unprotected sides or edges.
- Personal fall arrest systems shall not be attached to any guardrail system or to any hoist.

Personal Fall Arrest Systems

- Body Belts
 - Body belts will not be allowed except for positioning situations. Since January 1998, body belts have not been allowed for fall arrest.
- Full Body Harnesses
 - Workers will attach their lanyards to the body harness, located in the center of the wearer's back near the head or the shoulder level. For positioning situations where a maximum of 24 inches of fall can occur, the workers can use the two dee-rings on the belt portion of the harness. Use of a positioning chain or cable harness will be utilized for this type of operation provided they meet the OSHA standards.
 - Lanyards will be such that they incorporate a braking device as outlined in the lanyard portion of this section.
 - Body harnesses and any other components of the fall arrest system will not be used for hoisting materials.
- Connectors, Dee Rings, & Snap Hooks
 - Connectors shall be drop-forged, pressed, or formed steel. They shall have corrosion resistant finishes, and all surfaces and edges shall be smooth. Dee rings and snap hooks shall be of a minimum tensile strength of 5,000 pounds. Dee-rings and snap hooks will be proof- tested to a minimum tensile load of 3,600 pounds without cracking, breaking, or deformation. Snap hooks will be double locking type to prevent disengagement (roll out).
- Lifelines & Lanyards
 - Lanyards and lifelines shall be of a minimum breaking strength of 5,000 pounds.
 - Horizontal lifelines will be designed, installed, and used under the supervision of a qualified person and the system will maintain a safety factor of at least two.
 - Where vertical lifelines are provided, each person will have their own separate lifeline.



- In elevator shafts, two workers may be attached to the same lifeline provided both are working atop a false car that is equipped with guardrails, the strength of the lifeline is 10,000 pounds, and all other required criteria on the lifelines have been met.
- Lifelines will be protected against being cut or abraded.
- Self-retracting lifelines and lanyards which automatically limit free fall distance of 24 inches or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the device in a fully extended position. Mounting hardware will also meet these requirements,
- On lifelines that are not self-retracting, they will have the provisions of rip-stitch or tearing and deforming and capable of sustaining a minimum tensile load of 5,000 pounds in the fully extended position.
- Rope lanyards and web type straps, lifelines, and components of body belts and harnesses shall be made from synthetic fibers.
- Anchorages
 - Anchorages for attachment of personal fall arrest equipment will be independent of any anchorage being used to support or suspend platforms. They will be capable of supporting at least 5,000 pounds per worker attached or have a safety factor of two. The system will always be under the supervision of a qualified person.
- Inspection of Personal Arrest Systems
 - Personal arrest systems will be inspected before each use by the wearer and all defective or worn components shall be removed from service.
 - Personal arrest systems shall not be attached to a guardrail system or hoist.

Safety Monitoring Systems

- A competent person will be designated when safety monitoring systems are selected.
- The Safety Monitor will be required to:
 - Be competent enough to recognize fall hazards.
 - Warn workers when it appears that they are unaware of a fall hazard or acting unsafely.
 - Be on the same walking/working surface and within sight distance to the worker monitored.
 - Be close enough to communicate orally with the workers.
 - Not have any other responsibilities that could take the monitor's attention from the monitoring function.
- No mechanical equipment will be stored or used in areas where safety-monitoring systems are being used in a roofing operation on low slope roofs.
- No one will be allowed in a safety monitoring area unless engaged in the work on the low sloped roof or covered by a fall protection plan.
- Workers in the Controlled Access Zone will be directed to adhere to the monitors' fall hazard warnings. Failure to do so will require disciplinary actions as outlined in our company policies. For subcontractor personnel, they will be rejected from the project if non-compliant. In extreme cases, the subcontractor may be shut down from working until compliance is assured.



Controlled Access Zones

- Where a leading edge or other operations are present, a control line that restricts access shall define the Controlled Access Zone.
- The control lines used will be erected not less than 6 ft nor more than 25 ft from the unprotected or leading edge, except when erecting precise concrete structures.
- When erecting precast concrete structures, the control line will be erected not less than 6 ft nor more than 6 ft or half the length of the member being erected whichever is less from the leading edge.
- The control line will extend along the entire length of the unprotected or leading edge and shall be approximately parallel to the unprotected or leading edge.
- The control line will be connected on each side to a guardrail system or wall.
- When used to control access in areas where overhead bricklaying and related work are taking place, the zone will be defined by a control line erected not less than 10 ft nor more than 15 ft from the working edge.
- The line will extend for a distance sufficient for the access zone to enclose all workers performing the overhead bricklaying at the working edge and be approximately parallel to the working edge.
- Additional control access lines shall be erected at each end to enclose the Controlled Access Zone.
- Only workers engaged in the overhead bricklaying operations will be permitted in the Controlled Access Zone.
- Control lines will be made of ropes, wires, tapes, or equivalent materials and supporting stanchions will meet the following criteria:
 - Each line shall be flagged/marked clearly no more than 6-ft intervals with high visibility material.
 - Each line will be rigged and supported such that they will not sag to less than 39 inches from the working/walking surface and not be higher than 45 inches from the working surface when overhand bricklaying operations are being performed.
 - Each line will have a minimum breaking strength of 200 pounds.
- Where guardrail systems are not used on floors and roofs, prior to beginning the overhead bricklaying operation, Controlled Access Zones will be enlarged as required to enclose all points of access, material landing, and storage areas.
- Where guardrail systems are used on floors and roofs and need to be removed to allow for overhead bricklaying, only the portion of guardrail necessary to accomplish that day's work will be removed.



Warning Line Systems for Roofs

Warning lines will be required to meet the following requirements:

- They shall be erected around all sides of the roof work area.
- When roofing equipment is NOT being used, the warning line will be erected not less than 6 ft from the roof edge.
- When roofing equipment is being used, the warning line shall be not less than 6 ft from the roof edge where parallel to the direction of the equipment operation and not less than 10 ft from the roof edge where perpendicular to the direction of the equipment operation.
- All points of access, material handling or storage areas, and hoisting areas will be connected to the work area by an access path formed by two warning lines.
- When the path to the point of access is not in use, a rope, wire, chain, or other barricade, equivalent in strength and height to the warning line, will be placed across the path at the point where the path intersects the warning line erected around the work area. Alternately, the path shall be offset such that a person cannot walk directly into the work area.
- Warning lines will consist of rope, wire, or chain and they shall be flagged at not more than 6-ft intervals with high visibility material. These items will be rigged and supported such that they will not sag to a point less than 34 inches from the working/walking surface and not be higher than 39 inches from the working surface.
- Once installed, stanchions shall be capable to resisting without tipping over with a force of 16 pounds applied horizontally against the stanchion, 30 inches above the walking or working surface and perpendicular to the warning line and in the direction of the floor, roof, or platform edge.
- The components of this system will be a minimum tensile strength of 500 pounds. Additionally, they shall be capable of supporting without breaking, the load applied as described above.
- The line will be attached at each stanchion in a way such that if one section is pulled between stanchions, it will not result in slack being taken up in adjacent sections before the stanchion tips over.
- No worker will be allowed between the warning line and the edge of the structure unless the worker is performing work in that area and has the proper fall arrest system in place.
- Roofing equipment on roofs shall be used or stored only in areas where workers are protected by the warning line system, a guardrail system, or a personal fall arrest system.

Training

- The training program will be designed for all workers who might be exposed to fall hazards. The program will train each worker how to recognize the hazards involving the fall hazards and procedures to be followed to minimize their hazards.
- Certification of training
 - A written record will be made to include the workers name and social security number, date of training, workers' signature, and instructor's signature.
 - Training records will be maintained for 12 to 18 months.

