



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 Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Tuesday, April 9, 2024

REGULAR MEETING AGENDA **6:00 PM**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Proclamation Proclaiming the Week of April 14-20, 2024, as a Public Safety Telecommunicators Week. [Leandro Sifuentes, Chief of Police]
- B.** Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation, and San Juan Memorial Library.
 - 1.** Planning and Zoning Monthly Report. [Daniel Tijerina, Director of Planning]
 - 2.** Parks and Recreation Monthly Report. [Ruben Guajardo, Interim Director of Parks & Recreation]

3. San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

4. Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

VI. PUBLIC HEARING/ORDINANCES

A. Hold a Public Hearing for the Ordinance for a Voluntary Annexation Petition of the 6.21-Acre Tract of Land Out of Lot 12, Stewart's Addition to the Conway Gardens, Located Approximately 300 feet North of Hall Acres Road, Along the West side of Stewart Road, as Requested by XLH Investments, LLC. [Daniel Tijerina, Director of Planning]

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

A. Consideration and Action on the Variance Request to the Subdivision Ordinance to Allow a 5-foot Side Setback Instead of the 6-foot Required by Code at the Oakridge Estates Subdivision, Being a 24.035-Acre Tract of Land out of Lot 5, Block 35, Alamo Land and Sugar Company's Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

B. Discussion and Consideration to Award RFB NO. 24-009-03-14 Tierra De Palmas Subivision Streets Rehabilitation Project to the Lowest Responsive Bidder as Recommended by R. Gutierrez Engineering Corporation to Elite Grading & Paving, LLC from San Juan, Texas in the Amount of \$354,191.50 and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

C. Discussion and Consideration to Award RFB NO. 24-010-03-28 Purchase of Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra-Low Sulfur) to the Sole Bidder Submitted by Gold Star Petroleum, Inc. and Authorize the City Manager to Negotiate and Execute all Related Documents as Needed. [Lori A. Maldonado, Purchasing Agent]

VIII. CONSENT AGENDA

A. Consider an Ordinance for a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (BG – Wine and Malt Beverages Retailer's On-Premise Permit) at "Las Tapatias Drive-Thru" Located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Erika Cadena Abrego. [Daniel Tijerina, Director of Planning]

B. Consider an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (P - Package Store Permit) at "El Patron Liquor Store" Located at 1101 E. FM 495 Suite C, Legally Described as the West 440 Feet of the South 495 Feet of Lot 5, Block 39, Alamo Land and Sugar Company Subdivision, as Requested by El Patron Liquor Store, LLC. [Daniel Tijerina, Director of Planning]

C. Consider Approval of the Tax Collection Report for the Month of February 2024. [Leroy

CITY COMMISSION MEETING AGENDA

APRIL 9, 2024

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Gonzales, Director of Finance]

- D.** Consider Approval of the Budget Expenditure Report for the Month of February 29, 2024.
[Leroy Gonzales, Director of Finance]

IX. EXECUTIVE SESSION

- A.** The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter §551.071 (Consultation with Attorney).
- 1.** Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Interim Director of Parks and Recreation).

X. RECONVENE

- A.** The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.
- 1.** Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Interim Director of Parks and Recreation).

XI. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 5th day of April 2024 at 5:00 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 _____, 2024.

OFFICE OF THE CITY SECRETARY



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 04/05/2024

SUBJECT: Proclamation Proclaiming the Week of April 14-20, 2024, as a Public Safety Telecommunicators Week. [Leandro Sifuentes, Chief of Police]



PROCLAMATION

National Telecommunicators Week:

April 14th – 20th, 2024

Whereas, Congress and the President of the United States have established the second week of April as National Telecommunicators Week; and

Whereas, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property, and the City of San Juan Public Safety Telecommunicators are the single vital link between first responders and persons seeking immediate relief during an emergency; and

Whereas, the work of these “unseen first responders” is invaluable in emergency situations; and

Whereas, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

Whereas, the San Juan City Commission encourages the citizens to express their appreciation to the San Juan Public Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

NOW, THEREFORE, Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with Mayor Pro-Tempore Marco “Markie” Villegas, Commissioner Ernesto “Neto” Guajardo, Commissioner Adina “Dina” Santillan, and Commissioner Leonardo “Lenny” Sanchez, hereby proclaim the week of April 14th – 20th, 2024 as National Public Safety Telecommunicators Week in the City of San Juan, Texas.

PROCLAIMED this 9th day of April, 2024.

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Daniel Tijerina, Planning Director

DATE: 03/21/2024

SUBJECT: Planning and Zoning Monthly Report. [Daniel Tijerina, Director of Planning]

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

- 95 building permits were issued during the month of March with a \$7,474,540.00 in total valuation.
- 210 garage sale permits were issued \$3,150.00 in total valuation.
- Provide customer service and support to 980 people and handled approximately 1,338 calls.
- The building inspectors made approximately 636 inspections.
- 25 building permits were issued for new houses, \$3,960,476.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational license and health permits were up-to-date. A total of eighteen (18) letters were sent out to existing businesses to renew their licenses. A total of twenty-eight (28) business permits were renewed for \$1,400.00 in total revenue and twenty-eight (28) health inspections were issued during the month of March for \$2,825.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- CRICKET 707 W. IH 2
- DOLLAR GENERAL STORE 100 E. F.M 495
- HAUS OF VAPES SJ, LLC 208 N. RAUL LONGORIA RD
- PHONE EXPRESS ENTERPRISES 105 S. CESAR CHAVEZ RD

CODE ENFORCEMENT

Code Enforcement Inspectors issued, fifteen (15) garage sales without a permit, one (1) rubbish, thirteen (13) building without a permit, forty-four (44) certified letters were sent out, three (3) people conducting business in a residence, sixteen (16) towed, abandoned & junked vehicles, four (4) Commercial abandoned and junked vehicles, four (4) illegal dumping, two (2) illegal vendors, one(1) wellness check, one (1) eighteen wheeler on right of way, and seventy (70) weedy lots violations were issued.

SUBDIVISIONS IN PROCESS

- Shops at Chavez, Lot 6
- Parks and Recreation Center Subdivision
- Royal Heights
- Twin Subdivision
- Giants Subdivision
- Mosa Multi-Family Subdivision
- Oakland Properties
- Westview IV Subdivision
- Oakridge Estates
- Starlite Subdivision
- Paraiso Subdivision
- Espana Subdivision
- La Cantera Subdivision
- Stewart Coves Phase 1 Subdivision
- Santa Anna Subdivision
- Keystone Plaza Subdivision
- Valley Ranch Phase 6
- Paradise Estates
- Mesquite Acres Lot 16A and 16B
- DG Veterans Subdivision
- Monaco Estates
- San Juan Subdivision Re-Plat
- Minesota Vegas Ranches- Phase 2
- Maria Gardens Subdivision
- Rafael Estates
- Olive Tree Subdivision
- Cantu Subdivision

PLANNING AND ZONING MEETINGS

- March 14, 2024
- March 21, 2023



**PLANNING AND ZONING COMMISSION
MARCH 14, 2024
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Adan Magallan
Ima Castillo
Mark Salinas
Luis Mancillas

P&Z ABSENT

Eliza Yzaguirre
Valerie Cardenas
Cesar Cantu

STAFF PRESENT

Daniel Tijerina
Susana Rodriguez
Monica Gomez

GUESTS PRESENT

Erika Cadena
Cornelia Garcia
Robert De Mange
Martha Garza
Adan Garza
Mayra Garza
Edgar Castro
Thomas Phillips

Chairwoman Castillo announced to the public that meeting will be start shortly due to lacking of quorum.

1. CALL TO ORDER

Chairwoman Castillo called the meeting to order at 6:08 p.m.

2. APPROVAL OF MINUTES

Commissioner Magallan made a motion to approve the minutes as presented. Commissioner Mancillas seconded the motion. The motion passed unanimously with a 4-0 vote.

3. PUBLIC HEARINGS

3.1 Conditional Use Permit

To operate a Drive-Thru Business and the Sale of
Alcoholic beverages (*BG- Wine and Malt
Beverages Retailer's On Premise
Permit*)
"Las Tapatias Drive-Thru"
Lot 1, Mireles Subdivision
Applicant: Erika Cadena Abrego

REVIEW COMMENTS:

Mr. Tijerina explained the application for the Conditional Use Permit, and the surrounding zoning. Mr. Tijerina stated that a drive-thru had been previously opened at that location, and there had been issues with the previous owners. He also explained that Mrs. Cadena sent in an email explaining that she intended for this business to be family oriented, and she would try her best to abide by the rules that the City of San Juan placed for her business.

RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit.

Chairwoman Castillo opened the public hearing at 6:13 p.m.

Erika Cadena, applicant, spoke on behalf of her business, she explained that this would be a family-oriented business, and that she would like the City of San Juan to give them the opportunity to open her business. She indicated that she is aware of the surrounding area, and what the previous owners had done, but she had not intention of doing the same. She indicated she had no intention of sacrificing her savings, or her reputation by putting something that is not family oriented.

Thomas Philips, resident, then spoke against the Conditional Use Permit, bringing up a Facebook page, and asking the commissioners if they would like to view the photos listed, to which they declined. Mr. Phillips stated that he was researching the name of the applicant and she owns a couple of drive-thru, which are a sexually oriented business, came up named “Kittens Drive-Thru”.

Mrs. Cadena said she believed Mr. Phillips googled incorrectly, and that was her niece’s business who carries the same name as her, but spelled differently. She also indicated the clothing her employees would be wearing would be like what she is wearing, which was leggings and a t-shirt with the name of the business.

Chairwoman Castillo then brought up the need for sufficient lighting in the area of business.

Chairwoman Castillo closed the public hearing at 6:21 p.m.

Commissioner Salinas made a motion to approve the Conditional Use Permit as presented with the condition to have sufficient lighting in the business area. Commissioner Mancillas second the motion, the motion was approved unanimously with a 4-0 vote.

3.2 Variance Request

To have two junctures of dead-end alley effects as it strives to improve the area with new Conference Center by redesignating certain street right-of-way of Lincoln Avenue for public facilities use (Conference Center); in this regard, variance is sought to have dead-end alleys on eastern perimeter of Block 29, and the western perimeter of Block 28, Amended Map of San Juan; said two junctures abutting Lincoln Avenue between 6th Street and U.S Business 83.

Applicant: City of San Juan

REVIEW COMMENTS:

Mr. Tijerina explained the variance request, and that the applicant is the City of San Juan, Survey Engineer was Melden and Hunt, and that location was Block 29 and Block 28, between 6th Street, and Business 83. Mr. Tijerina discussed what was in the surrounding area, and the request the city was making. He also indicated that since a dead-end alley is prohibited, that is why the request is being made via a variance request. Notices were also mailed out, certified to 20 neighboring properties within a 200-foot radius.

Chairwoman Castillo opened the public hearing at 6:33 p.m.

Robert Demange, resident, asked why the city needed more parking and why we can't just move all the city vehicles in a new parking area so neighbors can have parking area. He also indicated that as a private person had purchased the hotel, he would have to figure out where to have parking area.

Adan Garza, resident, said that he owns a mechanic shop for more than 23 years at corner of Business 83 and Lincoln Avenue. He indicated if it gets approved, then they will put an end to his two exits since mostly of their customers use Lincoln Avenue to access the business. They have put a lot of work into their business knowing that City Hall was going to open, and that they have been trying to get a quicker service for their business to avoid so many vehicles around city hall. He stated that it would be good if the citizens were involved if any changes were being made, that way they could be assured the business would not be affected.

Commissioner Salinas asked if property owner would have the ability to access the abandoned street. Mr. Tijerina stated that he did not have all the information for that as of yet, if anyone would have the ability to access it.

Chairwoman Castillo stated that all of his concerns would be great to express at the City Commission meeting.

Mr. Tijerina expressed that this was not solely about parking, it would be about the project as a whole.

Mr. Demange then raised concerns about events that could possibly be held at night.

Mr. Tijerina then stated that the variance request, is to try and address concerns. He indicated that it had been done previously with the fire department, and that this was at preliminary stages.

Martha Reyna, resident, spoke on behalf of her husband who also owns part of the mechanic shop. She stated that this would greatly affect their business, and that she feels like this is not fair.

Public hearing was closed at 6:57 p.m.

Commissioner Salinas indicated he was concerned for the business, and that he hopes the city would help the business and work together with them.

Commissioner Salinas made a motion to approve, with the condition that the city work with residents, and look for something that beneficiate both parties. Commissioner Magallan second the motion, motion passed unanimously with a 4-0 vote.

5. NEXT MEETING – March 21, 2024.

6. ADJOURNMENT

There being no further items to discuss, Commissioner Salinas made a motion to adjourn; Commissioner Mancillas seconded the motion. The meeting was adjourned at 7:01 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Planning Director



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Ruben Guajardo, Asst Parks Director

DATE: 04/02/2024

SUBJECT: Parks and Recreation Monthly Report. [Ruben Guajardo, Interim Director of Parks & Recreation]

For March 2024, we have the following to report: During March 2024, our department addressed the following areas.

Parks Division-

- Staff continues to maintain the grounds of our city parks and departmental buildings as needed.
- Parks staff has maintained our athletic fields by watering and grooming them in preparation for the upcoming Pony Baseball and Softball league to begin in April.
- Municipal Park: Repairs and maintenance to the municipal park turf baseball/softball fields have been conducted. The black perimeter fence line has been repaired due to wear, installation of electrical outlets behind the home plate area for scorekeepers, painting of metal canopies and dugouts, power washing cement for dirt and grime.
- Municipal Park: Soccer field area, replacement of the backstop fencing to prevent injuries.

Recreation Division- **Winter Leagues:**

- Boys Basketball league concluded on March 7th, 2024.
- Girls Soccer league concluded on March 7th, 2024.
- The Adult Men’s and Co-ED Softball league is ongoing and will conclude the first week of April.

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Spring Leagues:

- Pony Baseball and Softball teams have been created, coach's meetings have been held, and schedules are available online.
- Have coordinated with the City of Pharr and the City of Alamo regarding joint schedules and sites.
- Total San Juan baseball teams created: 34.
- Total San Juan softball teams created: 13.
- Uniform orders have been placed.
- Preparations continue for Opening Night, scheduled for Wednesday, April 3rd.

Updates-

- All Parks and Recreation Staff is preparing for the re-scheduled Friendly City 5k to resume on Saturday, April 6th, 2024.

Building Maintenance Division-

- Staff have continued daily and weekly cleaning, repairing, and maintaining all city buildings. Along with coordinating the Amigo del Valle Rentals, EOC, and Library set-ups for weekly meetings as needed.
- Staff also completed and coordinated the daily opening and closing of the San Juan Library for the county elections.
- Staff have upgraded power outlets at Municipal Park.
- Staff have completed electrical damage sustained by the storm to the storage building in the wetlands.
- Welcomed new custodian Mr. Mario Sanchez.
- Ramiro Moreno and I met with representatives for emergency elevator safety training at the new city hall.

San Juan Parks Board-

- Held a parks board meeting on March 20, 2024 for Q and A regarding the upcoming Pony Baseball/Softball League.
- Reminder of Friendly City 5k rescheduled for April 6th, 2024.
- The next meeting is scheduled for April 17, 2024.

San Juan Police Athletic League (PAL)-

- The next meeting is scheduled for April 10th, 2024.
- Completed the Golden Gloves Regional Qualifier-Fundraiser March 8-9-10
- Coordinated and participated in the 3rd Annual Easter Egg hunt with PSJA Special Needs

elementary schools at Carman Park, on March 27th, 2024.

Upcoming Events-

- April 3rd, 2024 - Opening Night San Juan Parks and Recreation Pony Baseball/Softball League @ Municipal Park
- April 6th, 2024 – Friendly City 5K Fun Run/Walk and Bike Ride.
- April 13th, 2024- PSJA All Abilities Awareness Walk -Sponsor
- Mid-Season Pony Baseball/ Softball Tournaments -TBA



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Ernesto "Neto" Guajardo
Adina "Dina" Santillan

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Christina Perez, Interim-Director of Library

DATE: 04/01/2024

SUBJECT: San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

Enclosed is the March Monthly Report including statistics and programs:

For the month of March, we had, 2,079 visitors. Out of those visitors, 527 were here for computer use only. The library checked out a total of 845 physical items for both adult and children. We had 25 in-house circulation items. We requested and received thirty-four (34) Interlibrary Loans (ILL). We had 58 new patrons added to our circulation system. We helped the public with an estimated 377 reference/informational questions. We had 33 fax transactions. The monthly amount deposited was \$906.09 both fines and fees.

Please see the attached statistical report.

During the month of March

- Attended the HCLS meeting at the Hidalgo Public Library
- Attended State Library Report Workshop
- Completed E-Rate
- Submitted National Voter Implementation Plan to the office of the Secretary of State
- Held Read Across America Party
- Held children's programming
- Held Easter Egg Hunt
- Attended Idea San Juan Book Festival
- Attended Digital Library Training
- Attended the City Commission meetings
- Attended the Directors' meetings
- Attended Library Board meetings
- Managed the day-to-day operations of the San Juan Memorial Library

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Meetings to be held in April 2024

Multipurpose Room

San Juan Captain Casarez Retirement Ceremony, April 4th

Solar Eclipse Event, April 6th

City Commission, April 9th

Planning & Zoning, April 11th and the 18th

American Society Civil Engineering Meeting, April 17th

May Local Elections, April 22nd, 23rd, 24th, 25th, 26th, 27th, 29th, and 30th

Training Room:

Footlocker, April 4th

Movie Night, April 13th

**San Juan Memorial Library
March 2024 Statistics**

Statistics	
Total Visitors	2,079
Computer Users	527
Total Checkouts	845
In-House Use	25
Inter-Library Loans	34
New Patrons	58
Reference\ Informational Questions	377
FAX transactions	33
Children's Programs	10
Attendance	272

Multipurpose Room Reservations	Attendance
1st Early Voting	227
5th Election Day	40
6th Library Board	6
11th Border Perspective Meeting	35
12th City Commission	25
14th Planning and Zoning	20
19th Planning and Zoning	12
26th City Commission	26
27th Easter Egg Hunt	102
Total	493

Training Room Reservations	Attendance
3rd RGV Spartans	8
4th Children's Driscoll Hospital	12
5th Children's Driscoll Hospital	13
6th Children's Driscoll Hospital	12
6th Keeping San Juan Beautiful	7
7th Boys & Girls Club of PSJA	16
18th Digital Library Training	3
Total	71

Total DVD Checkouts	
Children's DVDs	17
Other than Children's DVDs	88
Total	105

Total Book Checkouts	
Children's Books	537
Other than Children's Books	203
Total	740

WiFi Usage	
LibGuest	2,544
LibStaff	186
Total	2,730

Study Room Attendance	
Study Rooms	101

Facebook Page	
Likes	13
Visitors	10,315

SJML Homepage	
Visitors	4,619

Deposits	
Fines	\$ 125.69
Copies	\$ 779.55
Surcharges	\$ 0.85
Total	\$905.24
Total + Surcharges	\$906.09

Youth & Children's Programs/Attendance

Date	Program	Attendance
Monday, March 4, 2024	Puzzle Time	3
Tuesday, March 5, 2024	Read Across America	40
Monday, March 11, 2024	Puzzle Time	5
Tuesday, March 12, 2024	Crafts & Snacks	6
Thursday, March 14, 2024	Video Game	6
Tuesday, March 19, 2024	Crafts & Snacks	15
Thursday, March 21, 2024	Idea School Visit	67
Thursday, March 21, 2024	Play-Doh	8
Friday, March 22, 2024	Toddler Time	7
Wednesday, March 27, 2024	Egg Hunt	115
Total	10	272



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Commissioners: Leonardo "Lenny" Sanchez
Ernesto "Neto" Guajardo
Adina "Dina" Santillan

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Israel Garza, Sanitation Director

DATE: 04/02/2024

SUBJECT: Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

March.2024 Report
Sanitation Department (March. 2024)

- ☐ Solid Waste Collection ran on schedule all month
- ☐ Brush Pickup ran on schedule all month
- ☐ Drop off Site: 1,071 Residents
- ☐ Residential: 1,013.72 Tons
- ☐ Commercial: 802.35 Tons
- ☐ Roll-Off Containers: 179.57 Tons/46 loads
- ☐ Brush: 614.66 Tons/176 loads of brush

Central Garage (March. 2024)

- ☐ Tickets Open: 78
- ☐ Tickets Closed: 67
- ☐ 5 Residential Side Loaders operating
- ☐ 1 Commercial Side Loaders operating
- ☐ 2 Commercial Front Loaders operating
- ☐ 2 Brush Truck operating
- ☐ 1 Brush Tractor (grapple) operating
- ☐ 3 Brush Grapple Truck operating
- ☐ 1 Roll- Offs Trucks operating

Recycling (March .2024)

- ☐ Cardboard : 10.63 tons/\$996.25
- ☐ Curbside : 7.01tons/\$0.00
- ☐ Total Tons/Revenue: 17.64 tons/\$996.25
- ☐ Savings of \$352.80
- ☐ Walk-Ins: 228

Code Enforcements (March. 2024)

- ☐ Esteban Garcia

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☐ Violation Notice Issued: 24

☐ Illegal Dumping: 31

☐ Contact People: 70

☐ Construction Material: 10

☐ Tires: 20

Code Enforcement (March 2024)

☐ Ruben Navarro

☐ Violation Notice Issued: 15

☐ Illegal Dumping: 8

☐ Contact People: 9

☐ Construction Material: 9

☐ Tires: 4

Revenue Tonnage:

Cardboard: 10.63 tons/\$996.25

Curbside: 7.01 tons/\$0.00

Total Revenue / Tonnage: 17.64 tons/\$996.25

Savings of: \$352.80

Walk – Ins: 228

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Hold a Public Hearing for the Ordinance for a Voluntary Annexation Petition of the 6.21-Acre Tract of Land Out of Lot 12, Stewart's Addition to the Conway Gardens, Located Approximately 300 feet North of Hall Acres Road, Along the West side of Stewart Road, as Requested by XLH Investments, LLC. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located approximately 300 feet North of Hall Acres Road, along the West Side of Stewart Road. The proposed subdivision is just outside the city limits within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. The annexation petition was accepted by the San Juan City Commission at the February 13, 2024, meeting.

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

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Being a 6.21-acre tract of land out of the West 820 feet of the North 10.0-acre of the South 20.0-acres out of Lot 12, Stewart's Addition to the Conway Gardens.
Monday, January 22, 2024	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Monday, January 22, 2024	Negotiate written service agreement with property owner and City.
Tuesday, February 13, 2024	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, February 28, 2024	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, March 12, 2024	City Commission holds public hearing on Voluntary Annexation.
Wednesday, March 13, 2024	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, March 26, 2024	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, April 9 2024	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, April 23, 2024	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.

PETITION FOR VOLUNTARY ANNEXATION

into the City Limits of the
City of San Juan

Local Government Code Chapter 43, Subchapter C – 3, provides the statutory rules for voluntary annexations in Texas. Legal property owners of land located within the City's Extraterritorial Jurisdiction may voluntarily petition for annexation into the City limits. This form may be used to make a formal request to the San Juan City Manager for your property to be incorporated, but a letter containing the same with the information in this form is acceptable.

Legal Description: BEING A 6.21 ACRE TRACT OF LAND OUT OF LOT 12, STEWARTS ADDITION TO CONWAY GARDENS

Name of Property Owner(s) (please list all owners with interest in the property):

XLH INVESTMENTS, LLC.

HECTOR ESPINO, MANAGING MEMBER

RECEIVED

JAN 18 2023

PLANNING DEPARTMENT

Property Address

<u>N/A</u>	<u>S. STEWART ROAD</u>	<u>SAN JUAN</u>	<u>TX</u>	<u>78577</u>
Street Number	Street Name	City	ST	Zip

Parcel ID No.: 541098

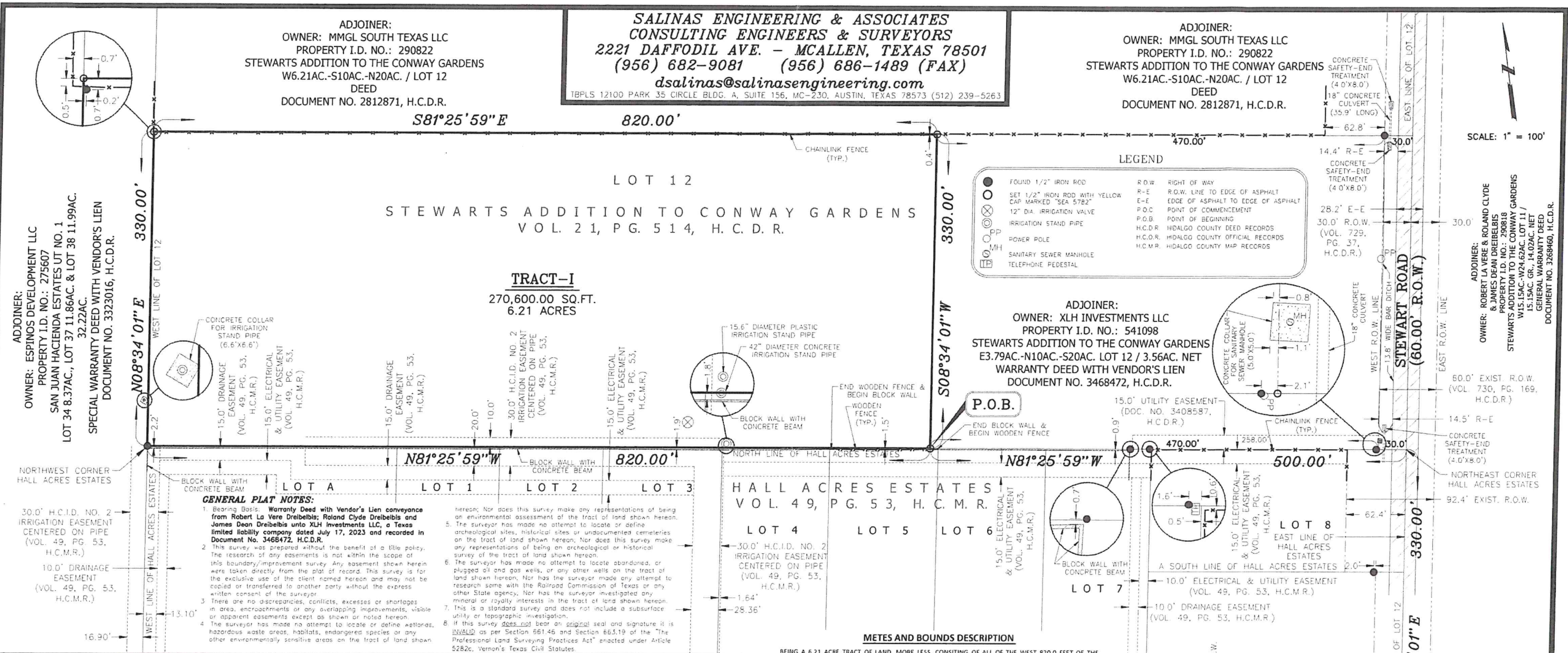
I, the undersigned property owner of the aforementioned real property, and on behalf of any and all other property owners with interest in such property, do hereby execute and submit this Petition for Annexation for the express purpose of requesting that the City of San Juan incorporate my aforementioned property into the corporate boundaries of the City of San Juan hereby certify and attest that I have the authority to do so, and have been provided such authority by others that have ownership interest in the property subject to this request/petition.

I, the undersigned, also understand that a "metes and bounds" legal description/survey of the land applicable to this petition shall be provided as an attachment to this request in order for the City to take action on this request.

Hector Espino
Printed Name

[Signature]
Signature

01/17/2024
Date



This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at AS SHOWN ABOVE in HIDALGO COUNTY, Texas, described as follows:

(SEE METES AND BOUNDS DESCRIPTION)
Lot 12, Block -, of STEWARTS ADDITION TO CONWAY GARDENS, HIDALGO CO.

Texas, according to the plat recorded in Volume 21, Page 514, of the DEED Records of Hidalgo County, Texas. I further certify that this property lies in Zone "B" as per FIRM (Flood Insurance Rate Map) dated NOV. 16, 1982 Community Panel No. 480334

A.E.
DRN. BY
JANUARY 12, 2024
DATE
S-24-26095A
JOB NO.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782



RECEIVED

JAN 18 2023

PLANNING DEPARTMENT



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 6.21-ACRE TRACT OF LAND, CONSISTING OF ALL OF THE WEST 820.0 FEET OF THE NORTH 10.0 ACRES OF THE SOUTH 20.0 ACRES OUT OF LOT 12, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 514, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately **6.21** acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on February 28, 2024 and March 13, 2024 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 pm on March 12, 2024 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 pm on March 26, 2024 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12 LOCATED IN THE CENTER OF STEWART ROAD; THENCE, AS FOLLOWS:

NORTH 08 DEGREES 34 MINUTES 01 SECONDS EAST, A DISTANCE OF 330.0 FEET TO A POINT OF THE SOUTHEAST CORNER OF SAID 10.0 ACRE, AND, THENCE, NORTH 81 DEGREES 25 MINUTES 59 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 10.0 ACRE TRACT, A DISTANCE OF 550.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, NORTH 81 DEGREES 25 MINUTES 59 SECONDS WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID 10.0 ACRE TRACT AND THE NORTH LINE OF HALL ACRES ESTATES, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 49, PAGE 53, MAP RECORDS OF HIDALGO COUNT, TEXAS, A DISTANCE OF 80.00 FET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID 10.0 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
2. THENCE, NORTH 08 DEGREES 34 MINUTES 59 SECONDS EAST, COINCIDENT WITH THE NORTH LIE OF SAID 10.0 ACRE TRACT, A DISTANCE OF 820.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
3. THENCE, SOUTH 81 DEGREES 25 MINUTES 59 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID 10.0 ACRE TRACT, A DISTANCE OF 820.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
4. THENCE, SOUTH 08 DEGREES 34 MINUTES 01 SECONDS WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID 10.0 ACRE TRACT, A DISTANCE OF 330.0 FEET TO THE PORINT OF BEGINNNING, CONTAINING 6.21 ACRES OF LAND, MORE OR LESS.

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

when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

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

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

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

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

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

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

PASSED and APPROVED on first reading on the 9th day of April, 2024.

PASSED and APPROVED on second reading on the ____ day of _____, 2024.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Consideration and Action on the Variance Request to the Subdivision Ordinance to Allow a 5-foot Side Setback Instead of the 6-foot Required by Code at the Oakridge Estates Subdivision, Being a 24.035-Acre Tract of Land out of Lot 5, Block 35, Alamo Land and Sugar Company's Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The subdivision was processed by the Planning and Zoning Commission on April 21, 2022, and by the City Commission on April 26, 2022. At that time, the Project Engineer requested some variances regarding the lot's sizes.

The applicant is requesting the following variance:

1. To not comply with the required 6-foot side setback, they are proposing 5-feet.

RECOMMENDATION:

Staff recommends denial of the variance request.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION
CITY COMMISSION – 04/09/2024
DATE PREPARED – 04/01/2024

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Variance Request to the Subdivision Ordinance to not comply with the 6-foot side setback required by code.

APPLICANT: AMMO Construction

AGENT: Melden & Hunt, Inc.

LEGAL: Being a 24.035 acre tract of land out of Lot 5, Block 39, Alamo Land and Sugar Company Subdivision

LOCATION: The property is located approximately 500 feet North of FM 495 along the West side of Cesar Chavez Road

LOT/TRACT SIZE: 24.035-acre tract

CURRENT USE OF PROPERTY: Vacant

**EXISTING LAND USE/
ADJACENT ZONING:** North – Residential; Single-Family Residence District (R-S)
South – Residential; Single-Family Residence District (R-S)
East – Outside city limits
West – Vacant; Single-Family Residence District (R-S)

PUBLIC SERVICES: Water service will be provided by the North Alamo Water Supply Corporation and sewer by the City of San Juan.

VARIANCE REQUEST: The applicant is requesting the following variances (see enclosed letter):
1. To not comply with the required 6-feet side setback, they are proposing 5-foot

RECOMMENDATION: Staff recommends denial of the variance request.

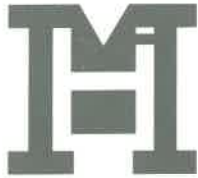
EVALUATION AND CONDITIONS FOR APPROVAL

The subdivision was processed by the Planning and Zoning Commission in April 21, 2022, and by the City Commission in April 26, 2022. At that time the Project Engineer requested some variances regarding the lot's sizes.

The applicant is requesting the following variance:

1. To not comply with the required 6-foot side setback, they are proposing 5-feet.

ATTACHMENTS: Variance Request Letter
 Subdivision Plat



MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

TBPELS Firm # F-1435
TBPELS # 10096900

March 27, 2014

City of San Juan Planning Dept.
Mr. Daniel Tijerina, Planning Director
709 S. Nebraska
San Juan, Texas 78589

Re: Oakridge Estates– Variance Request

Dear Mr. Tijerina:

On behalf of the owner, Taylor Ridge, we respectfully request the following variance from your ordinance(s):

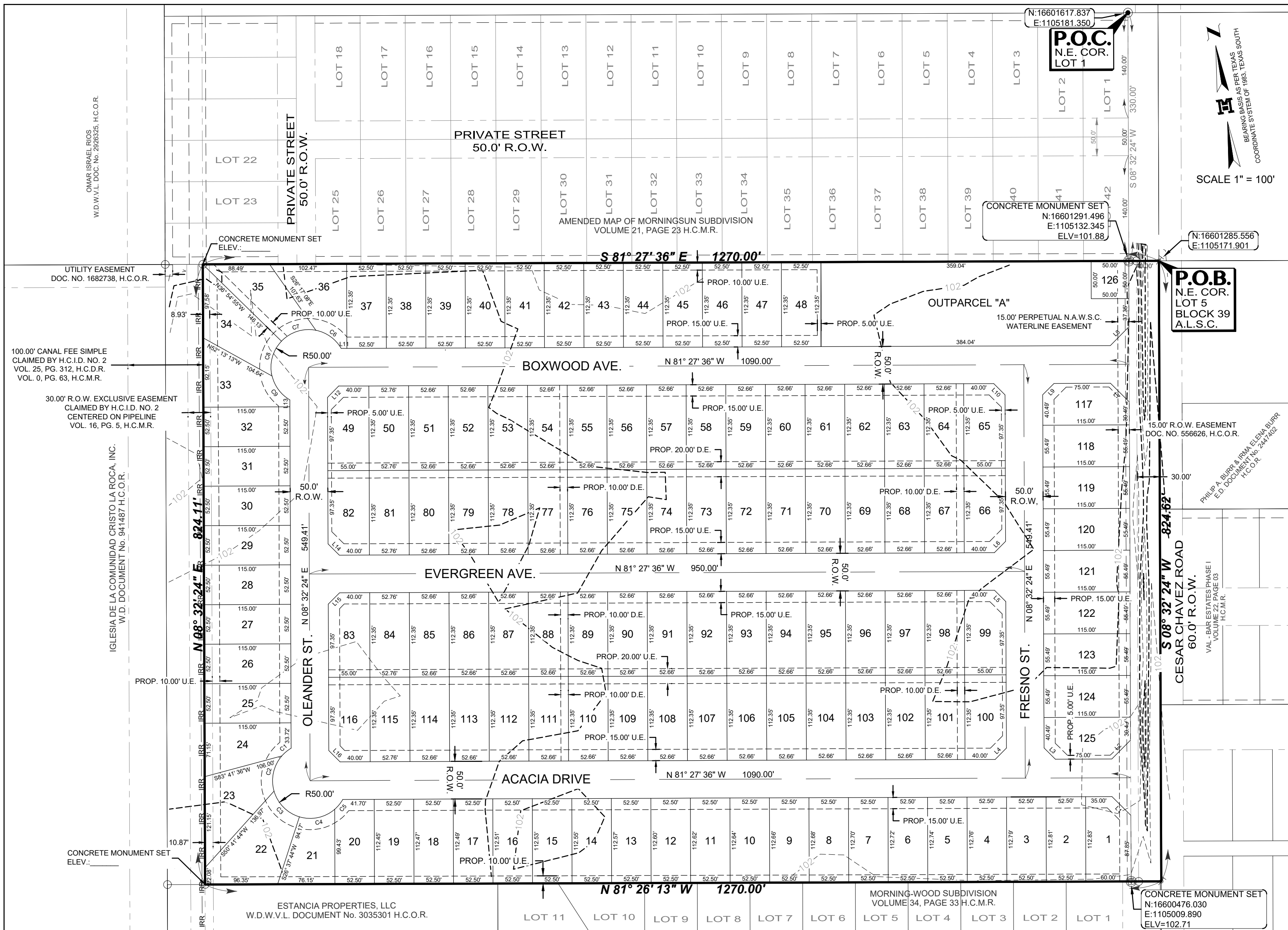
1. Variance for a side setback of 5-feet

Your consideration of this request is appreciated. If you have any questions, please feel free to contact us at (956) 381-0981.

Respectfully,

Mario A. Reyna, P.E.
President

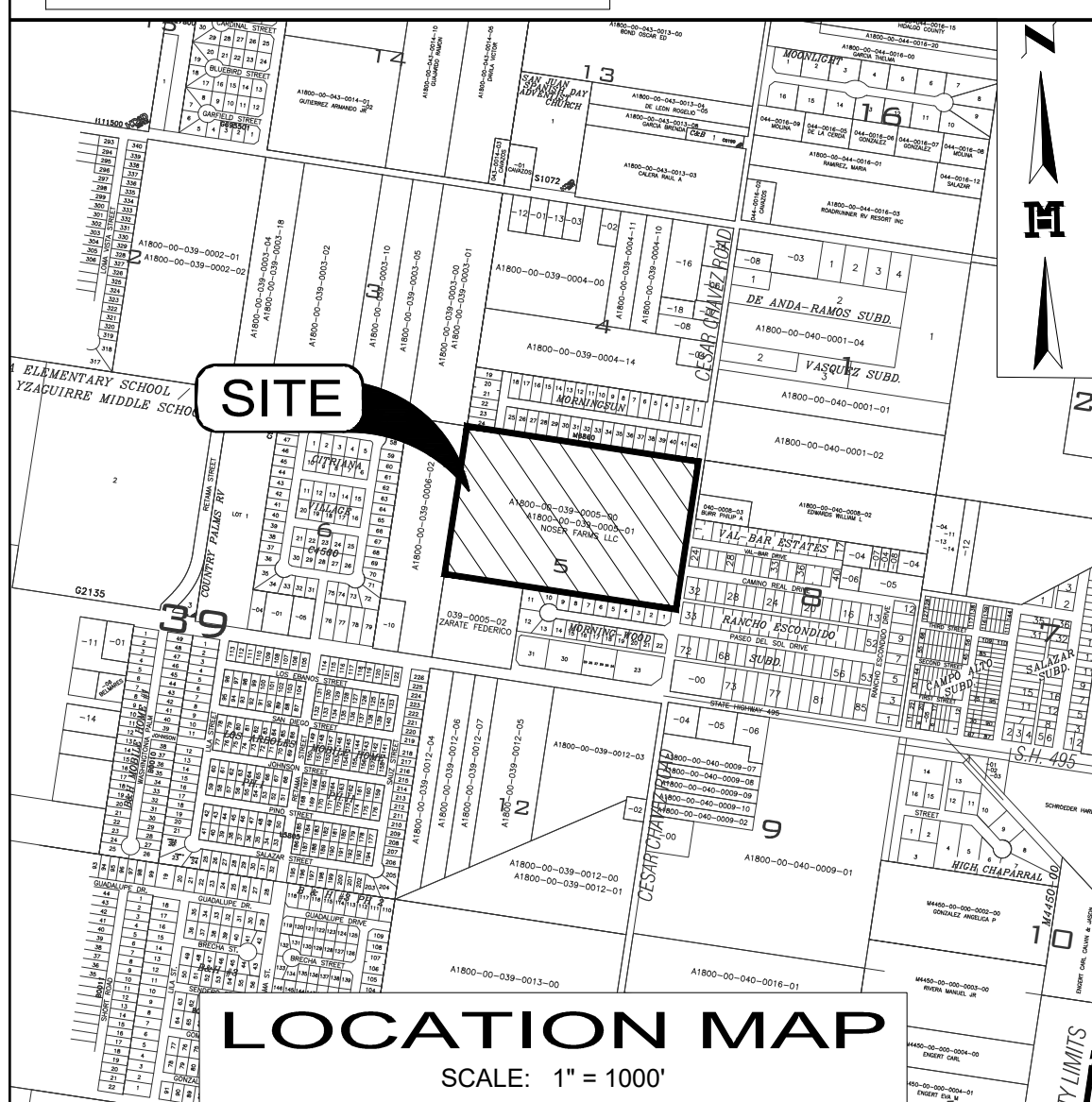
Cc: Taylor Ridge, Owner/Developer



**PLAT OF
OAK RIDGE ESTATES
SUBDIVISION**

BEING A TRACT OF LAND CONTAINING 24.035 OUT OF LOT 5, BLOCK 39,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION, VOLUME 1, PAGES 24-26
H.C.M.R., CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS

DRAWN BY: OG DATE 2/29/2024
SURVEYED, CHECKED DATE
FINAL CHECK DATE



LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA
1	6457.91	0.148	21	5543.11	0.127	41	8988.38	0.135	61	5916.44	0.136	81	5927.67	0.136	101	5916.44	0.136
2	5922.92	0.136	22	8779.26	0.202	42	8988.37	0.135	62	5916.44	0.136	82	6066.84	0.136	102	5916.44	0.136
3	5921.81	0.136	23	7622.99	0.175	43	8988.37	0.135	63	5916.44	0.136	83	6066.84	0.136	103	5916.44	0.136
4	5920.70	0.136	24	6379.08	0.146	44	8988.37	0.135	64	5916.44	0.136	84	5927.67	0.136	104	5916.44	0.136
5	5919.59	0.136	25	6037.50	0.139	45	8988.37	0.135	65	6066.84	0.139	85	5916.44	0.136	105	5916.44	0.136
6	5918.48	0.136	26	6037.50	0.139	46	8988.37	0.135	66	6066.84	0.139	86	5916.44	0.136	106	5916.44	0.136
7	5917.37	0.136	27	6037.50	0.139	47	8988.37	0.135	67	5916.44	0.136	87	5916.44	0.136	107	5916.44	0.136
8	5916.26	0.136	28	6037.50	0.139	48	8988.37	0.135	68	5916.44	0.136	88	5916.44	0.136	108	5916.44	0.136
9	5915.15	0.136	29	6037.50	0.139	49	6066.84	0.139	69	5916.44	0.136	89	5916.44	0.136	109	5916.44	0.136
10	5914.04	0.136	30	6037.50	0.139	50	5927.67	0.136	70	5916.44	0.136	90	5916.44	0.136	110	5916.44	0.136
11	5912.93	0.136	31	6037.50	0.139	51	5916.44	0.136	71	5916.44	0.136	91	5916.44	0.136	111	5916.44	0.136
12	5911.82	0.136	32	6037.50	0.139	52	5916.44	0.136	72	5916.44	0.136	92	5916.44	0.136	112	5916.44	0.136
13	5910.71	0.136	33	6563.96	0.151	53	5916.44	0.136	73	5916.44	0.136	93	5916.44	0.136	113	5916.44	0.136
14	5909.59	0.136	34	7320.01	0.168	54	5916.44	0.136	74	5916.44	0.136	94	5916.44	0.136	114	5916.44	0.136
15	5908.48	0.136	35	6795.31	0.156	55	5916.44	0.136	75	5916.44	0.136	95	5916.44	0.136	115	5927.67	0.136
16	5907.37	0.136	36	6800.15	0.156	56	5916.44	0.136	76	5916.44	0.136	96	5916.44	0.136	116	6066.84	0.136
17	5906.26	0.136	37	5898.38	0.135	57	5916.44	0.136	77	5916.44	0.136	97	5955.95	0.137	117	5955.95	0.137
18	5905.15	0.136	38	5898.38	0.135	58	5916.44	0.136	78	5916.44	0.136	98	5916.44	0.136	118	6381.35	0.146
19	5904.04	0.136	39	5898.38	0.135	59	5916.44	0.136	79	5916.44	0.136	99	6066.84	0.139	119	6381.35	0.146
20	5824.63	0.134	40	5898.37	0.135	60	5916.44	0.136	80	5916.44	0.136	100	6066.84	0.139	120	6381.35	0.146

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

LEGEND

- FOUND NO.4 REBAR
- FOUND PIPE
- SET MHI DISK
- SET NO.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT SET NAIL
- RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- D.C. - DOCUMENT NUMBER
- W.D. - WARRANTY DEED
- W.D.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
- N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
- H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- S.W.D. - SPECIAL WARRANTY DEED
- E.D. - EXCHANGE DEED
- PROP. - PROPOSED
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- A.L.S.C. - ALAMO LAND AND SUGAR COMPANY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA
61	5916.44	0.136	81	5927.67	0.136	101	5916.44	0.136	121	6381.35	0.146	141	5916.44	0.136	161	6381.35	0.146
62	5916.44	0.136	82	6066.84	0.136	102	5916.44	0.136	122	6381.35	0.146	142	5916.44	0.136	162	6381.35	0.146
63	5916.44	0.136	83	6066.84	0.136	103	5916.44	0.136	123	6381.35	0.146	143	5916.44	0.136	163	6381.35	0.146
64	5916.44	0.136	84	5927.67	0.136	104	5916.44	0.136	124	6381.35	0.146	144	5916.44	0.136	164	6381.35	0.146
65	6066.84	0.139	85	5916.44	0.136	105	5916.44	0.136	125	5956.35	0.137	145	5916.44	0.136	165	6381.35	0.146
66	6066.84	0.139	86	5916.44	0.136	106	5916.44	0.136	126	2500.00	0.057	146	5916.44	0.136	166	6381.35	0.146
67	5916.44	0.136	87	5916.44	0.136	107	5916.44	0.136				147	5916.44	0.136	167	6381.35	0.146
68	5916.44	0.136	88	5916.44	0.136	108	5916.44	0.136				148	5916.44	0.136	168	6381.35	0.146
69	5916.44	0.136	89	5916.44	0.136	109	5916.44	0.136				149	5916.44	0.136	169	6381.35	0.146
70	5916.44	0.136	90	5916.44	0.136	110	5916.44	0.136				150	5916.44	0.136	170	6381.35	0.146
71	5916.44	0.136	91	5916.44	0.136	111	5916.44	0.136				151	5916.44	0.136	171	6381.35	0.146
72	5916.44	0.136	92	5916.44	0.136	112	5916.44	0.136				152	5916.44	0.136	172	6381.35	0.146
73	5916.44	0.136	93	5916.44	0.136	113	5916.44	0.136				153	5916.44	0.136	173	6381.35	0.146
74	5916.44	0.136	94	5916.44	0.136	114	5916.44	0.136				154	5916.44	0.136	174	6381.35	0.146
75	5916.44	0.136	95	5916.44	0.136	115	5927.67	0.136				155	5916.44	0.136	175	6381.35	0.146
76	5916.44	0.136	96	5916.44	0.136	116	6066.84	0.136				156	5916.44	0.136	176	6381.35	0.146
77	5916.44	0.136	97	5916.44	0.136	117	5955.95	0.137				157	5916.44	0.136	177	6381.35	0.146
78	5916.44	0.136	98	5916.44	0.136	118	6381.35	0.146				158	5916.44	0.136	178	6381.35	0.146
79	5916.44	0.136	99	6066.84	0.139	119	6381.35	0.146				159	5916.44	0.136	179	6381.35	0.146
80	5916.44	0.136	100	6066.84	0.139	120	6381.35	0.146				160	5916.44	0.136	180	6381.35	0.146

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: MOHAN TEWANI, MANAGER	317 S. MAIN ST.	McAlLEN, TEXAS 78501		
ENGINEER: MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES & RESTRICTIONS:

- SETBACKS: 20' OR AS PER CITY ORDINANCE
FRONT: 20' OR GREATER FOR EASEMENTS
SIDE: 10' OR GREATER FOR EASEMENTS
SIDE CORNER: 10' OR GREATER FOR EASEMENTS
CUL-DE-SAC: 20' OR GREATER FOR EASEMENTS
GARAGE: 20' OR GREATER FOR EASEMENTS
THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
- FLOOD ZONE DESIGNATION: THIS SUBDIVISION LIES ON FLOOD ZONE "B" (UNSHADED) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480334 0425 C. MAP REVISED: NOVEMBER 16, 1982.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
- BENCHMARK NOTES: -B.M. NO. 1 - E.L.V. 101.884 N.A.V.D. 88 DESCRIPTION: MHI DISK SET ON THE NORTHEAST CORNER AND 40 FEET WEST OF THE POINT OF BEGINNING OF THIS SITE. N-16601291.4867, E-1105132.346
-B.M. NO. 2 - E.L.V. 102.706 N.A.V.D. 88 DESCRIPTION: MHI DISK SET ON THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N-16600476.0298, E-1105009.8899.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 135,751 CUBIC-FEET (3.116 ACRES-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
- EROSION & SEDIMENTATION CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT.
- A 5-FOOT SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF N. CESAR CHAVEZ ROAD UPON THE ISSUANCE OF A NOTICE TO PROCEED.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- STREET LIGHT MUST BE LOCATED EVERY 250 FEET.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT THE FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- COMMON AREAS, STREETS AND DETENTION PONDS MUST BE MAINTAINED BY THE HOA AND DEVELOPER, AND NOT THE CITY OF SAN JUAN OR THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.
- ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
- ALL BEARINGS AND DISTANCES ARE BASED AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH ZONE.
- OUTPARCEL "A" TO BE USED FOR DETENTION.
- A FENCE SHALL SURROUND THE DETENTION POND'S OUTER PERIMETER.

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 24.035 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 5, BLOCK 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, HIDALGO COUNTY MAP RECORDS, SAID 24.035 ACRES OUT OF A CERTAIN TRACT CONVEYED TO NOSER FARMS, LLC BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2319627, HIDALGO COUNTY OFFICIAL RECORDS, SAID 24.035 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND ON THE NORTHEAST CORNER OF LOT 1, AMENDED MAP OF MORNINGNSUN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 23, HIDALGO COUNTY MAP RECORDS;

THENCE, S. 08° 32' 24" W. ALONG THE EAST LINE OF SAID LOT 1 AT A DISTANCE OF 140.00 FEET PASS A NO. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF A 50.0-FOOT PRIVATE STREET CONTINUING A TOTAL DISTANCE OF 330.00 FEET, TO THE NORTH LINE OF SAID LOT 5, BLOCK 39;

THENCE, S. 81° 27' 36" E. A DISTANCE OF 40.00 FEET, ALONG THE NORTH LINE OF SAID LOT 5, BLOCK 39, TO A NAIL SET, FOR THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 39, AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT.

- THENCE, S. 08° 32' 24" W. ALONG THE EAST LINE OF SAID LOT 5, BLOCK 39, AND WITHIN THE EXISTING RIGHT-OF-WAY OF CESAR CHAVEZ ROAD, A DISTANCE OF 824.62 FEET TO A NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N. 81° 26' 13" W. ALONG THE NORTH LINE OF MORNINGNSUN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 34, PAGE 33, H.C.M.R., A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE WEST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD, CONTINUING A TOTAL DISTANCE OF 1,270.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N. 08° 32' 24" E. A DISTANCE OF 804.11 FEET, ALONG THE EAST LINE OF A 100 FOOT CANAL, RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, TO A NO. 4 REBAR SET ON THE NORTH LINE OF SAID LOT 5, BLOCK 39 AND SOUTH LINE OF SAID AMENDED MAP OF MORNINGNSUN SUBDIVISION FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, S. 81° 27' 36" E. ALONG THE SOUTH LINE OF AMENDED MAP OF MORNINGNSUN SUBDIVISION, AT A DISTANCE OF 1,240.00 FEET PASS A NO. 4 REBAR SET ON THE WEST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD, CONTINUING A TOTAL DISTANCE OF 1,270.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.035 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL 15' EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVEMENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTEE COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE ____ DAY OF ____ 20__.

AMMO CONSTRUCTION (GRANTOR'S SIGNATURE)
MOHAN TEWANI, MANAGER
317 S. MAIN ST.
MCALLEN, TX 78501

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MOHAN TEWANI, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Discussion and Consideration to Award RFB NO. 24-009-03-14 Tierra De Palmas Subivision Streets Rehabilitation Project to the Lowest Responsive Bidder as Recommended by R. Gutierrez Engineering Corporation to Elite Grading & Paving, LLC from San Juan, Texas in the Amount of \$354,191.50 and Authorize the City Manager to Execute all Related Documents.
[Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On Wednesday, February 28, 2024, and March 6, 2024, Staff Solicited for Proposals for RFB NO. 24-009-03-14 Tierra De Palmas Subdivision Streets Rehabilitation Project in The Advance News Journal. On March 4, 2024, a Pre-Bid Conference was held, with a Bid Opening held on March 25, 2024. A total of seven proposals were submitted by the following contractors:

Elite Grading & Paving, San Juan, TX
2LG Construction, Brownsville, TX
Foremost Paving, Weslaco, TX
RDH Site & Concrete, Palmview, TX
Carrillo Contractors, Weslaco, TX
Palm Valley Construction, Edinburg, TX
GST Construction, Edinburg, TX

RECOMMENDATION:

Ramiro Gutierrez, with R. Gutierrez Engineering Corporation, reviewed the bids submitted and is recommending awarding the contract to the lowest responsive bidder being Elite Grading & Paving, LLC, from San Juan, Texas, in the amount of \$354,191.50 and authorize the City Manager to execute all related documents.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT - RFB NO. 24-009-03-14

BID TABULATIONS

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ELITE GRADING & PAVING		2LG CONSTRUCTION		FOREMOST PAVING		RDH SITE & CONCRETE		CARRILLO CONTRACTORS		PALM VALLEY CONSTRUCTION		GST CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
251	Rework Exist ACP & Base Course (6")	SY	10,423	\$ 2.75	\$ 28,663.25	\$ 1.00	\$ 10,423.00	\$ 3.75	\$ 39,086.25	\$ 14.00	\$ 145,922.00	\$ 5.75	\$ 59,932.25	\$ 5.80	\$ 60,453.40	\$ 12.00	\$ 125,076.00
260	Lime Treat Exist ACP & Base Mat'l (2% Lime Admix by Wt)(6")	SY	10,423	\$ 2.75	\$ 28,663.25	\$ 1.15	\$ 11,986.45	\$ 5.85	\$ 60,974.55	\$ 4.00	\$ 41,692.00	\$ 6.50	\$ 67,749.50	\$ 9.43	\$ 98,288.89	\$ 9.50	\$ 99,018.50
260	Lime (Ty A or B)	TON	236	\$ 340.00	\$ 80,240.00	\$ 35.00	\$ 8,260.00	\$ 305.00	\$ 71,980.00	\$ 287.50	\$ 67,850.00	\$ 340.00	\$ 80,240.00	\$ 362.50	\$ 85,550.00	\$ 340.00	\$ 80,240.00
310	Asphalt Prime Coat (MC-30)	GAL	3,127	\$ 6.00	\$ 18,762.00	\$ 10.00	\$ 31,270.00	\$ 6.50	\$ 20,325.50	\$ 7.00	\$ 21,889.00	\$ 8.00	\$ 25,016.00	\$ 7.25	\$ 22,670.75	\$ 10.00	\$ 31,270.00
340	Hot Mix Asph Conc Pvm't (171#/SY)	TON	862	\$ 205.00	\$ 176,710.00	\$ 317.24	\$ 273,460.88	\$ 145.00	\$ 124,990.00	\$ 115.00	\$ 99,130.00	\$ 153.00	\$ 131,886.00	\$ 181.25	\$ 156,237.50	\$ 218.00	\$ 187,916.00
502	Barricades, Signs and Traffic Handling	MO	1	\$ 5,000.00	\$ 5,000.00	\$ 11,984.67	\$ 11,984.67	\$ 16,000.00	\$ 16,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 14,500.00	\$ 14,500.00	\$ 7,500.00	\$ 7,500.00
506	Construction Exit (Install)	SY	77	\$ 25.00	\$ 1,925.00	\$ 30.00	\$ 2,310.00	\$ 20.00	\$ 1,540.00	\$ 45.00	\$ 3,465.00	\$ 5.00	\$ 385.00	\$ 75.33	\$ 5,800.41	\$ 45.00	\$ 3,465.00
506	Construction Exit (Remove)	SY	77	\$ 12.00	\$ 924.00	\$ 5.00	\$ 385.00	\$ 10.00	\$ 770.00	\$ 45.00	\$ 3,465.00	\$ 5.00	\$ 385.00	\$ 75.33	\$ 5,800.41	\$ 20.00	\$ 1,540.00
506	Erosion Control Log (Install)	LF	28	\$ 20.00	\$ 560.00	\$ 30.00	\$ 840.00	\$ 25.00	\$ 700.00	\$ 35.00	\$ 980.00	\$ 50.00	\$ 1,400.00	\$ 207.14	\$ 5,799.92	\$ 60.00	\$ 1,680.00
506	Erosion Control Log (Remove)	LF	28	\$ 10.00	\$ 280.00	\$ 5.00	\$ 140.00	\$ 5.00	\$ 140.00	\$ 35.00	\$ 980.00	\$ 50.00	\$ 1,400.00	\$ 207.14	\$ 5,799.92	\$ 60.00	\$ 1,680.00
529	Concrete Curb & Gutter (18")	LF	419	\$ 16.00	\$ 6,704.00	\$ 20.00	\$ 8,380.00	\$ 50.00	\$ 20,950.00	\$ 25.00	\$ 10,475.00	\$ 56.00	\$ 23,464.00	\$ 43.50	\$ 18,226.50	\$ 30.00	\$ 12,570.00
529	Concrete Gutter (18")	LF	360	\$ 16.00	\$ 5,760.00	\$ 25.00	\$ 9,000.00	\$ 85.00	\$ 30,600.00	\$ 28.00	\$ 10,080.00	\$ 65.00	\$ 23,400.00	\$ 43.50	\$ 15,660.00	\$ 30.00	\$ 10,800.00
TOTAL :					\$ 354,191.50		\$ 368,440.00		\$ 388,056.30		\$ 410,428.00		\$ 417,257.75		\$ 494,787.70		\$ 562,755.50

STATE OF TEXAS
★
RAMIRO GUTIERREZ
65948
REGISTERED
PROFESSIONAL ENGINEER
Ramiro Gutierrez, P.E.
3-26-24

March 26, 2024

Lori Maldonado, Purchasing Agent
City of San Juan
512 S. Nebraska Avenue
San Juan, Texas 78589-2649

RE: Tierra de Palmas Subdivision Streets Rehabilitation Project
RFB No: 24-009-03-14

Dear Ms. Maldonado:

On Monday, March 25, 2024, at 3:00 p.m. in the San Juan City Hall, bids were opened and read aloud for the above mentioned project. Seven (7) bids were received for this project. The low base bid was for \$354,191.50 for the proposed work.

Attached is a copy of the Bid Tabulation Sheet with bid extensions compiled in our office. We have reviewed the bid submitted and are recommending award of the contract Base Bid to the lowest responsive bidder being Elite Grading & Paving, LLC, from San Juan, Texas in the amount of \$354,191.50.

If you need anything else from our office, please let us know. We are ready to assist you and the City of San Juan in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ramiro Gutierrez, P.E.", with a stylized flourish at the end.

Ramiro Gutierrez
President

Elite Grading and Paving, LLC

4012 Cesar Chavez Rd

San Juan TX 78589

Request for Sealed Proposals

TIERRA DE PALMAS SUBDIVISION STREETS

REHABILITATION PROJECT

RFB NO. 24-009-0314

ATTN: Lori A Maldonado, Purchasing Agent

City of San Juan

512 S Nebraska Ave

San Juan TX 78589-2649

06 **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Elite Grading & Paving, LLC as PRINCIPAL, AND US Casualty and Surety Insurance Company, as SURETY are held and firmly bound unto **CITY OF SAN JUAN** hereinafter called the OWNER in the penal sum of Five percent not to exceed Five Percent of the Greatest Amount Bid Dollars, (\$ 5% G.A.B.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated March 14th, 2024,

for Tierra De Palmas Subdivision Streets Rehabilitation Project - RFB No. 24-009-03-14.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter in such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this is instrument under their several seals this 14th day of March, 2024, the name and corporate seal of each corporate party being here to affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Elite Grading & Paving, LLC



(Seal)

US Casualty and Surety Insurance Company



Yamillec Ramos Chavez, Attorney-in-Fact

(Seal)

N/A

(Seal)

ATTEST: Elite Grading & Paving, LLC

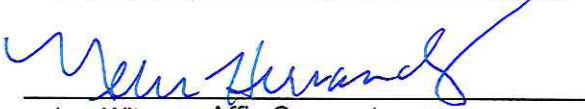
BY:



Affix Corporate

ATTEST: US Casualty and Surety Insurance Company

BY:



Neira Hernandez, Witness Affix Corporate

ATTEST:

BY:

N/A

Affix Corporate

Countersigned

BY: N/A

Attorney-in Fact, State of N/A

CERTIFICATE AS TO CORPORATE PRINCIPLE

I, _____, certify that I am the
_____, Secretary of the Corporation named as principal in the within bond; that
_____, who signed the said bond on behalf of the principal was then
_____ of Said corporation; that I know his signature, and his
signature there to is genuine; and that Said bond was duly signed, and attested to for and in
behalf of said corporation by authority of this governing body.



(Corporate Seal)

Title

Owner

Power-of- Attorney for person signing for Surety Company must be attached to bond.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171400

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

John A. Aboumrard, Cynthia A. Alford, Yamillec Ramos Chavez, Russell A. Frenzel, Kirsten N. Ortiz

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board 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 officer 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, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 20th day of June, 2023



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

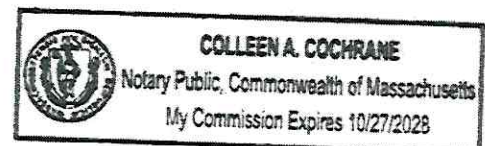
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 20th day of June, 2023, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 14th day of March, 2024

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

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

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company 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.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

Elite Grading and Paving, LLC
4012 Cesar Chavez Rd
San Juan TX 78589

Elite Grading and Paving, LLC is founded and currently in the Rio Grande Valley with over 10 years of trade experience. The company is locally owned and operated by its Owner/President Listed below.

Jose Luis De Hoyos

628-70-5706

4012 Cesar Chavez Rd

San Juan TX 78589

With the our job history we stand above the competition. Since we are owner operated and own our own machinery we are able to bring the best prices to our clients and translate it on our bid. When rewarding of bid we also abide to professionalism, openness, and awareness making our self easily accessible.

Job History (Most Recent)

Stewart Rd Project- City of Mission TX – November 2023

Glasscock Rd Project- City of Mission TX – December 2023

Tulip Rd Project- City of Misson TX – August 2023

Olmito Phase 1 Project - City of Omitio – March 2023

Olmitio Phase 2 Project - City of Olmito – September 2023

Repectfully,

A handwritten signature in black ink, appearing to read 'Jose Luis De Hoyos', with a horizontal line drawn through it.

Jose Luis De Hoyos, President

07 **NON-COLUSSION AFFIDAVIT**

Non-Collusion Affidavit of Prime Bidder

State of Texas §
 §
County of Hidalgo §

Jose Luis De Hoyos, being first duly sworn, deposes and says that:

(1) He is Jose Luis De Hoyos,

of Elite Grading & Paving LLC the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

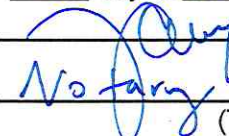
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


(Signed)

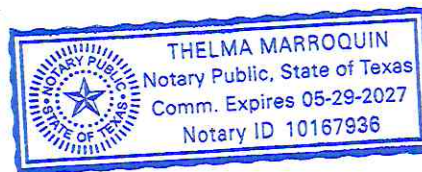
President
(Title)

Subscribed and sworn to before me this

25th day of March, 2024


(Title)

My Commission expires: 5. 29.27



09 PROPOSAL PACKAGE

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 03/13/2024

Proposal of Elite Grading & Paving LLC, a
corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as n/a

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Proejct

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid Three Hundred Fifty-four thousand one hundred ninty-one and fifty cents

(\$ 354,191.50)

Total Base Bid + Add Alternate No. 1 _____

(\$ _____)

BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (8")	SY	10,423		
260	Lime Treatment (Exist ACP & Base)(8")	SY	10,423		
260	Lime (Ty A or B)	TON	236		
310	Prime Coat (MC-30)	GAL	3,127		
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862		
502	Barricades, Signs & Traffic Handling	MO	1		
506	Construction Exit (Install)	SY	77		
506	Construction Exit (Remove)	SY	77		
506	Erosion Control Logs (Install)	LF	28		
506	Erosion Control Logs (Remove)	LF	28		
529	Concrete Curb & Gutter (18-in)	LF	419		
529	Concrete Gutter (24-in)	LF	360		

TOTAL BASE BID \$ _____

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials. The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within **30** calendar days from the date designated by a Notice to Proceed.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):

1. Addendum Number One (1)
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
-

Respectfully Submitted:

Name: Jose Luis De Hoyos

By: 
(Signature)

Address: 4012 Cesar Chavez Rd
(P.O. Box) (Street)

San Juan TX 78589
(City) (State) (Zip)

Telephone: 956-240-4788

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

11 CONSTRUCTION CONTRACT

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS AGREEMENT, MADE AND ENTERED INTO THIS THE _____ DAY OF A.D., 2024, by and between the CITY OF SAN JUAN thereunto duly authorized so to do, Party of the First Part, hereinafter called LOCALITY, and Elite Grading & Paving LLC of the City of San Juan, County of Hidalgo and State of Texas, Party of the Second Part hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (LOCALITY), and under the conditions expressed in the bond bearing every date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with said Party of the First Part (LOCALITY), to commence and complete the construction of certain improvements described as follows:

Tierra de Palmas Subdivision Streets Rehabilitation Project and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the CONTRACTOR'S written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete same within 30 calendar days, after the date of the written notice to commence work.

The Locality agrees to pay the CONTRACTOR in current funds the sum of \$_____ for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by the City of San Juan for payment of the work to be accomplished.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.



PARTY OF THE SECOND PART
(Contractor)

PARTY OF THE FIRST PART
(Locality)

ATTEST: Elite Grading & Paving LLC

ATTEST: _____

12 ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, the duly authorized and acting legal representative of the do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties name thereon; that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

13 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Elite Grading & Paving LLC

(Name of Contractor or Company)

4012 Cesar Chavez Rd, San Juan TX 78589

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto CITY OF SAN JUAN hereinafter called OWNER, in the penal sum of \$ _____ dollars & _____ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Tierra de Palmas Subdivision Streets Rehabilitation Project

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that the said Principal shall faithfully repair or replace any defective material installed and workmanship performed by said Principal and embraced by the above mentioned contract, the Engineer's Specifications and Drawings in every particular and according to the true intent and meaning of said Contract,

Specifications and Drawings hereinafter considered annexed. The Principal also agrees to commence work within 10 calendar days after notification is received from the Owner and proceed with said work (8) eight hours per day continuously until completed. If emergency work notification is given by the Owner, which may result in damages, the Contractor shall execute the emergency repairs immediately until such defective work is finished to the Owner's approval. Damages resulting from said defective materials and work that was originally installed by the said Principal shall be made good by the Principal.

The Principal agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgements and costs including attorney's fees and expenses for or on account of damage to property of any person, firm, corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and

employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work covered by this Bond by the Principal Contractor, his sub-contractors, or their or the Contractor's agents, servants, or employees of the project.

The contractor will be held accountable for all insurance coverage including those of sub-contractors, and provide that all the above mentioned work will be covered with insurance.

Now, therefore, the condition of this obligation is such that the said material and work is guaranteed against defective workmanship and materials for a period of one year from date of completion.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

IN WITNESS WHEREOF, this instrument is executed in _____ 4 _____ parts,
(Number) one of which shall be deemed an original, this the ____ day of _____, 2024.

ATTEST:

(Principal)

(Principal Secretary)
(SEAL)

BY _____(s)

(Witness as to Principal)

(Print/Type Name)

(Address)

(Address)

ATTEST:

(Surety)
(Seal)

Attorney in Fact (Signature)

(Witness as to Surety)

(Print/Type Name)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTE: An executed Power-Of-Authority for person signing for surety must be attached to bond.

14 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

CITY OF SAN JUAN, TEXAS

hereinafter called OWNER, in the penal sum of \$ _____ dollars and _____ cents
in lawful money of the United States, for the payment of which sum well and truly to be made we bind
ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER dated the ____ day of _____, 2024 a copy of which is hereto attached
and made a part hereof for the construction of:

Tierra de Palmas Subdivision Streets Rehabilitation Project

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed
thereunder or the SPECIFICATIONS accompanying the same in any way affect its obligation on this
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in 4 parts, one of which shall be deemed an original, this the _____ day of _____, 2024

ATTEST:

	_____ (Principal)
_____ (Principal Secretary) (SEAL)	BY _____(s)
_____ (Witness as to Principal)	_____ (Print/Type Name)
_____ (Address)	_____ (Address)

ATTEST:

_____ (Surety) (Seal)	_____ Attorney in Fact (Signature)
_____ (Witness as to Surety)	_____ (Print/Type Name)
_____ (Address)	_____ (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

15 **MAINTENANCE BOND**

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor or Company)

(address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto CITY OF SAN JUAN hereinafter called OWNER, in the penal sum of \$ _____ dollars & _____ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Tierra de Palmas Subdivision Streets Rehabilitation Project

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that the said Principal shall faithfully repair or replace any defective material installed and workmanship performed by said Principal and embraced by the above mentioned contract, the Engineer's Specifications and Drawings in every particular and according to the true intent and meaning of said Contract,

Specifications and Drawings hereinafter considered annexed. The Principal also agrees to commence work within 10 calendar days after notification is received from the Owner and proceed with said work (8) eight hours per day continuously until completed. If emergency work notification is given by the Owner, which may result in damages, the Contractor shall execute the emergency repairs immediately until such defective

work is finished to the Owner's approval. Damages resulting from said defective materials and work that was originally installed by the said Principal shall be made good by the Principal.

The Principal agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgements and costs including attorney's fees and expenses for or on account of damage to property of any person, firm, corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work covered by this Bond by the Principal Contractor, his sub-contractors, or their or the Contractor's agents, servants, or employees of the project.

The contractor will be held accountable for all insurance coverage including those of sub-contractors, and provide that all the above mentioned work will be covered with insurance.

Now, therefore, the condition of this obligation is such that the said material and work is guaranteed against defective workmanship and materials for a period of one year from date of completion.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

IN WITNESS WHEREOF, this instrument is executed in _____4_____ parts,
one of which shall be deemed an original, this the _____day of _____, 2024.

ATTEST:

(Principal)

(Principal Secretary)
(SEAL)

BY _____(s)

(Witness as to Principal)

(Print/Type Name)

(Address)

(Address)

ATTEST:

(Surety)
(Seal)

Attorney in Fact (Signature)

(Witness as to Surety)

(Print/Type Name)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTE: An executed Power-Of-Attorney for person signing for surety must be attached to bond.

16 GENERAL CONDITIONS OF THE AGREEMENT

Contract and Contract Documents

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth

DEFINITIONS

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- A The term "Contract" means the Contract executed between the CITY OF SAN JUAN, hereinafter called the **Locality** and Elite Grading & Paving LLC hereinafter called **Contractor**, of which these GENERAL CONDITIONS, form a part.
- B The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "**Engineer**" means the Project Engineer, **Engineer** in charge, serving the **Locality** with architectural or engineering services, his successor, or any other person or persons, employed by the **Locality** for the purpose of directing or having in charge the work embraced in this Contract.
- D The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

SUPERVISION BY CONTRACTOR

- A. Except where the **Contractor** is an individual and gives his personal supervision to the work, the **Contractor** shall provide a competent superintendent, satisfactory to the **Locality** and the **Engineer**, on the work at all times during working hours with full authority to act for him. The **Contractor** shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The **Contractor** shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

SUBCONTRACTS

- A. The **Contractor** shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor is acceptable to the **Locality**.
- B. No proposed subcontractor shall be disapproved by the city/county except for cause.
- C. The **Contractor** shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- D. The **Contractor** shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract,
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the **Locality**.

FITTING AND COORDINATION OF WORK

The **Contractor** shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

PAYMENTS TO CONTRACTOR

- A. Partial Payments
 - 1. The **Contractor** shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the **Engineer** for his approval. The amount of the payment due the **Contractor** shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5 %) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the **Engineer**.
 - 2. Monthly or partial payments made by the **Locality** to the **Contractor** are moneys advanced for the purpose of assisting the **contractor** to expedite the work of construction. The **Contractor** shall be responsible for the care

and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the **Locality**. Such payments shall not constitute a waiver of the right of the **Locality** to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the **Locality** in all details,

B. Final Payment

1. After final inspection and acceptance by the **Locality** of all work under the Contract, the **Contractor** shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the **Contractor** under this contract shall be the amount computed as described above less all previous payments.
2. The **Locality** before paying the final estimate, shall require the **Contractor** to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the **Contractor**, if the **Locality** deems it necessary in order to protect its interest. The **Locality** may, if it deems such action advisable, make payment in part or in full to the **Contractor** without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. Any amount due the **Locality** under Liquidated Damages, shall be deducted from the final payment due the contractor.

C. Payments Subject to Submission of Certificates

Each payment to the **Contractor** by the **Locality** shall be made subject to submission by the **Contractor** of all written certifications required of him and his subcontractors.

D. Withholding Payments

The **Locality** may withhold from any payment due the **Contractor** whatever is deemed necessary to protect the **Locality**, and if so elects, may also withhold any amounts due from the **Contractor** to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the **Locality** and will not require the **Locality** to determine or adjust any claims or disputes between the **Contractor** and his subcontractors or material dealers, or to withhold any moneys for their protection unless the **Locality** elects to do so. The failure or refusal of the **Locality** to

withhold any moneys from the **Contractor** shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

CHANGES IN THE WORK

- A. The **Locality** may make changes in the scope of work required to be performed by the **Contractor** under the Contract without relieving or releasing the **Contractor** from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the **Locality** staff prior to execution of same.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the **Contractor** shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the **Locality** authorizing the **Contractor** to proceed with the change, No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement, the **Locality** may order the **Contractor** to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty-five percent (25%).
- D. Each change order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The **Contractor's** proposal (if any) or a confirmed copy thereof.
 - 3. A definite statement as to the resulting change in the contract price and/or time.
 - 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

CLAIMS FOR EXTRA COST

- A. If the **Contractor** claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his

protest thereto in writing to the **Engineer**, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the **Locality** and work shall not proceed except at the **Contractors** risk, until written instructions have been received by him from the **Engineer**.
- D. If, on the basis of the available evidence, the **Engineer** determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

EXTRA WORK

The term "EXTRA WORK" as used in the agreement shall be understood to mean and include all work that may be required by the **Engineer** or **Locality** to be done by the **Contractor** to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the **Contractor's** proposal. It is agreed that the **Contractor** shall perform all Extra Work under the direction of the **Engineer** when presented with a written Work Order signed by the **Engineer**; Subject, however, to the right of the **Contractor** to require a written confirmation of such Extra Work Order by the **Locality**. It is also agreed that the compensation to be paid the **Contractor** for performing said Extra Work shall be determined by one or more of the following methods:

- Method (a): By agreed unit prices;
- Method (b): By agreed lump sum;
- Method (c): If neither Method (a) nor Method (b) can be agreed the "actual field cost" of the work plus ten (10) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, time keepers, mechanics and laborers, and materials, supplies, trucks, rental of machinery and equipment for the time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred if the kind of equipment or machinery is not already on the job, together with the power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums

on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the **Engineer** or **Locality**, or by them agreed. The **Engineer** may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the **Contractor**. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order.

The ten (10) percent of the "actual field cost" to be paid the **Contractor** shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the **Contractor's** Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate same, excluding staff, shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the **Engineer**. In case any orders or instructions, either oral or written, appear to the **Contractor** to involve extra work for which he should receive compensation, he shall make written request to the **Engineer** for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the **Engineer** insists upon its performance, the **Contractor** shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c). The **Contractor** will thereby preserve the right to submit the matter for payment, as herein above described.

TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Right of the Locality to Terminate Contract.

In the event that any of the provisions of this contract are violated by the **Contractor**, or by any of his subcontractors, the **Locality** may serve written notice upon the **Contractor** and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the **Locality** shall immediately serve notice thereof upon the Surety and the **Contractor**. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the **Locality** may take over the work and complete the project by bid/contract or by force account at the expense of the **Contractor** and his Surety shall be liable to the Locality for any excess cost incurred. In such event the **Locality** may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the **Contractor** shall pay to the **Locality** as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of **Five-Hundred Dollars (\$500.00)** for each calendar day of delay, until the work is completed. The **Contractor** and his sureties shall be liable to the **Locality** for the amount thereof.

C. Hindrance and Delays.

No damages for delays shall be paid to the **Contractor** by the **Locality**, except for any unreasonable delays caused by the **Locality**.

D. Excusable Delays.

The right of the **Contractor** to proceed shall not be terminated nor shall the **Contractor** be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- (2) Any acts of the **Locality**;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the Execution of the Contract which are beyond the control and without the fault or negligence of the **Contractor**, including, but not restricted to, acts of God or of the public enemy, acts of another **Contractor** in the performance of some other contract with the **Locality**, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the **Contractor** promptly notifies the **Locality** within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the **Locality** shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the **Locality** shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ASSIGNMENT OR NOTATION

The **Contractor** shall not assign or transfer, whether by an assignment or notation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the **Locality**; provided, however, that assignments to banks or other financial institutions may be made without the consent of the **Locality**. No assignment or notation of this Contract shall be valid unless the assignment or notation expressly provides that the assignment of any of the **Contractors** rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

DISPUTES

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the **Contractor** to the **Locality** for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the **Locality**.
- B. The **Contractor** shall submit in detail his claim and his proof thereof.
- C. If the **Contractor** does not agree with any decision of the **Locality**, he shall in no case allow the dispute to delay the work but shall notify the **Locality** promptly that he is proceeding with the work under protest.

TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the **Engineer**, without whose decision, said discrepancy shall not be adjusted by the **Contractor**, save only at his own risk and expense.

SHOP DRAWINGS

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the **Engineer** in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting,

resubmitting and rechecking if necessary. The **Contractor** may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the **Contractor**, for extension of the contract time shall be granted by reason of his failure in this respect

- B. Any drawings submitted without the **Contractor's** stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the **Contractor** shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the **Contractor** will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the **Locality** not involving a change in contract price or time; the **Engineer** may approve the drawing. The approval shall not relieve the **Contractor** from his responsibility for adherence to the contract or for any error in the drawing.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the **Contractor** to make timely requests of the **Engineer** for any additional information not already in his possession which should be furnished by the **Engineer** under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the **Contractor**. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The **Contractor** shall, if requested, furnish promptly any assistance and information the **Engineer** may require in responding to these requests of the **Contractor**. The **Contractor** shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles- incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the **Engineer** shall decide the question of equality.

- B. The **Contractor** shall furnish to the **Engineer** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- E. The **Locality** may require the **Contractor** to dismiss from the work such employee or employees as the **Locality** or the **Engineer** may deem incompetent, or careless, or insubordinate.

SAMPLES, CERTIFICATES AND TESTS

- A. The **Contractor** shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the **Engineer**, promptly after award of the contract and acceptance of the **Contractor's** bond. No such material or equipment shall be manufactured or delivered to the site, except at the **Contractor's** own risk, until the required samples or certificates have been approved in writing by the **Engineer**. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- B. Each sample submitted by the **Contractor** shall carry a label giving the name of the **Contractor**, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the **Contractor** shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the **Engineer** in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only and shall not constitute a waiver of the **Locality's** right to demand full compliance with Contract requirements. After actual deliveries, the **Engineer** will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given

general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the **Engineer** will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the **Contractor** as is equitable.

- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
1. The **Contractor** shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the **Engineer**;
 2. The **Contractor** shall assume all costs of re-testing materials which fail to meet contract requirements;
 3. The **Contractor** shall assume all costs of testing materials offered in substitution for those found deficient;
 4. The **Locality** will pay all other expenses.

PERMITS AND CODES

- A. The **Contractor** shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the **Contractor** shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the **Engineer**. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the **Locality** will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the **Contractor** fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the **Contractor** shall remove such work without cost to the **Locality**,

- B. The **Contractor** shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The **Contractor** shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the

Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

CARE OF WORK

- A. The **Contractor** shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. The **Contractor** shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the **Contractor**, without special instructions or authorization from the **Locality** is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the **Locality**.
- D. The **Contractor** shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The **Contractor** shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The **Contractor** shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The **Contractor** shall indemnify and save harmless the **Locality** and **Engineer** from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the **Locality** or **Engineer** may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- B. The **Contractor** shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The **Contractor** shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The **Contractor** shall promptly furnish the **Locality** with reports concerning these matters
- D. The **Contractor** shall indemnify and save harmless the **Locality** and **Engineer** from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- E. The **Contractor** shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the technical specifications and drawings.

SANITARY FACILITIES

The **Contractor** shall furnish, install and maintain ample sanitary facilities for the workmen, as the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

- A. The **Contractor** shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the **Locality**, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The **Contractor** shall comply with all reasonable instructions of the **Locality** and **Engineer** and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

REMOVAL OF DEBRIS, CLEANING, ETC.

The **Contractor** shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work. he shall

remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the **Locality** and **Engineer** at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The **Locality** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the **Contractor** fails to proceed at once with the correction of rejected workmanship or defective material, the **Locality** may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the **Contractor**, without prejudice to any other rights or remedies of the **Locality**.
- B. The **Contractor** shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the **Locality** will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- C. The **Contractor** shall notify the **Engineer** sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **Engineer**, the **Contractor** shall uncover for inspection and recover such facilities at his own expense, when so requested by the **Engineer**.
- D. Should it be considered necessary or advisable by the **Engineer** at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the **Contractor** shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the **Contractor** or his subcontractors, the **Contractor** shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the **Contractor** and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or

shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

- F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the **Locality** or its agents shall relieve the **Contractor** or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

REVIEW BY LOCALITY

The **Locality** and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the **Contractor** only by the **Locality** through its authorized representatives or agents.

FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the **Contractor** shall notify the **Locality** in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The **Locality** will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

DEDUCTION FOR UNCORRECTED WORK

If the **Locality** deems it not expedient to require the **Contractor** to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the **Contractor** and the **Locality** and subject to settlement, in case of dispute, as herein provided.

INSURANCE

The **Contractor** shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the **Locality**.

- A. Compensation Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the **Contractor** shall

require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the **Contractors** Workers Compensation Insurance.

- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The **Contractor** shall procure and shall maintain during the life of this contract **Contractor's** Public Liability Insurance, **Contractor's** Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions of the Agreement.
- C. Proof of Insurance: The **Contractor** shall furnish the **Locality** with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the **Locality**."

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The **Contractor** shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the **Locality** free from any claims, liens, or charges. Neither the **Contractor** nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the **Contractor** in the hands of the **Locality**. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the **Locality** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The **Contractor** shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the **Contractor** agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

EQUAL EMPLOYMENT OPPORTUNITY

- A. The **Contractor** will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The **Contractor** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Contractor** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- B. The **Contractor** will, in all solicitations or advertisements for employees placed by or on behalf of the **Contractor**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The **Contractor** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals and timetables for minority and female participation, in the work to be performed under this contract is 0% of the contract amount.

These goals are applicable to all the **Contractors** construction work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The **Contractor** shall take affirmative actions to ensure equal employment opportunity. The evaluation of the **Contractors** compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

- F. **Contractors** are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- G. A single goal for minorities and a separate single goal for women have been established. The **Contractor**, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- H. The **Contractor** shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The **Contractor** shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- J. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The **Contractor** will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The **Contractor** agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

- A. To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The **Contractor** will include this clause in every subcontract for work in connection with the project.

NON SEGREGATED FACILITIES

The **Contractor** certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

JOB OFFICES

- A. The **Contractor** and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **Locality** shall be consulted with regard to locations.
- B. Upon completion of the improvements, or as directed by the **Locality**, the **Contractors** shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

PARTIAL USE OF SITE IMPROVEMENTS

The **Locality** may give notice to the **Contractor** and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the **Contractor**.
- B. The **Contractor** shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the **Contractor** is required to construct under this Contract.

CONTRACT DOCUMENTS AND DRAWINGS

The **Locality** will furnish the **Contractor** without charge 4 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the **Contractor** will be furnished at cost.

CONTRACT PERIOD

The work to be performed under this contract shall commence within the time stipulated by the **Locality** in the Notice to Proceed, and shall be fully completed within 30 calendar days thereafter.

LIQUIDATED DAMAGES

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the **Contractor** and his Sureties shall be liable for and shall pay to the **Locality** the sum of \$ Five Hundred Dollars (\$ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(NOTE: This only applies to TCDP Contracts beginning with 1988.)

A. Definitions.

"Component", as used in this clause means those articles, materials and supplies incorporated directly into the product.

"**Contractor** or subcontractor of a foreign country" as used in this clause means any **Contractor** or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A **contractor** or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country.

1. If 50% or more of the **Contractor** or subcontractor is owned by a citizen or national of the foreign country;
2. If the title to 50% or more of the stock of the **Contractor** or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
3. If 50% or more of the voting power in the **Contractor** or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.

4. In the case of a partnership, if any general partner is a citizen of the foreign country.
5. In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory or possession thereof; or
6. In the case of a **contractor** or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in (1) through (5) of this clause.

"Product" as used in this clause means construction materials - i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the **Locality** will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced or manufactured in the foreign country exceed 50% of the cost of all its components.

B. Restrictions: The **Contractor** shall not:

1. Knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U. S. firms published by the United States Trade Representative (USTR); or
2. Supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
3. Certification: The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such **Contractor** has knowledge that the certification is erroneous.

4. Subcontracts: The **contractor** shall incorporate this clause, including this paragraph in all subcontracts.

ABANDONMENT BY CONTRACTOR

In case the **Contractor** should abandon or fail to resume work within ten (10) days after written notification from the **Locality** or the **Engineer**, or the **Contractor** fails to comply with the orders of the **Engineer** when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the **Contractor**.

After receiving said notice of abandonment, the **Contractor** shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the **Locality** or the Surety on the construction bond, or another **Contractor**, in completion of the work; and the **Contractor** shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under Paragraph 17, Extra Work), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the **Locality** may provide for completion of the work in either of the following elective manners:

- A. The **Locality** may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said **Locality** may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said **Contractor** and the expense so charged shall be deducted and paid by the **Locality** out of such money as may be due, or that may thereafter at any time become due to the **Contractor** under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the **Contractor**, then the **Contractor** and/or his surety shall pay the amount of such excess to the **Locality**;

Or

- B. The **Locality**, under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the **Locality** under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the

Contractor and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the **Contractor** and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided in Paragraph 25 hereinabove, a complete itemized statement of the contract accounts, certified to by the **Engineer** as being correct, shall then be prepared and delivered to the **Contractor** and his Surety, whereupon the **Contractor** and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the **Locality** had the work been completed by the **Contractor** under the terms of this contract and when the **Contractor** and/or his Surety shall pay the balance shown to be due by them to the **Locality**, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the **Contractor** and/or his Surety. Should the cost to complete the work exceed the contract price and the **Contractor** and/or his Surety fail to pay the amount due the **Locality** within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the **Contractor** and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the **Contractor** and his Surety subject only to the duty of the **Locality** to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the **Locality** may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the **Contractor**, as the **Locality** may elect.

The **Locality** shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the **Contractor** or his Surety, to their proper **Localities** without notice to the **Contractor**.

ABANDONMENT BY THE LOCALITY

In case the **Locality** shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notifications by the **Contractor**, the **Contractor** may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment. And thereupon the **Engineer** shall make an estimate of the total earned by the **Contractor**, which estimate shall include the value of all work actually completed by said **Contractor** at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the **Contractor**, to carry the whole work to completion and which cannot be utilized. The

Engineer shall then make a final statement of the balance due the **Contractor** by deducting from the above estimate all previous payments by the **Locality**, all other sums that may have been retained by the **Locality**, under the terms of this Agreement, and shall certify same to the **Locality** who shall pay to the **Contractor** on or before thirty (30) days after the date of the notification by the **Contractor**, the balance shown by said final statement as due the **Contractor** under the terms of this Agreement.

BONDS

It is further agreed by the parties of this contract that the **Contractor** shall execute a performance bond and a payment bond, each in the sum of one hundred (100) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the **Locality**.

MAINTENANCE BOND

The **Contractor** shall deliver to the **Engineer** prior to final payment of the Contract, a Maintenance Bond of guarantee, made out to the **Locality** and on the Surety form inserted herein by the **Engineer**, guaranteeing (and he does hereby guarantee) that all work performed under this Contract is new and free of faulty materials in every particular, and free of faulty workmanship and he does hereby agree to maintain, replace or re-execute without additional cost to the **Locality** such work found to be unsatisfactory and to make good all damage to his, or work by others effected by this Contract as a result of improper workmanship and materials or due to such required replacement or re-execution.

The Maintenance Bond shall be made to cover 100% of the cost of all construction work embraced by the Contract and Documents for a period of one (1) year from the date of acceptance of all work performed under this Contract. The maintenance bond and final estimate will be approved when the project is completed as indicated and to the **Locality's** satisfaction. The date of final acceptance shall be the date appearing upon the check for final payment. A "Final Certificate" will be issued by the **Engineer**, as evidence. Neither the "Final Certificate", nor payment, nor any provisions in the Contract Documents shall relieve the Contractor of the guarantee or maintenance provisions responsibility for neglect or the replacement of faulty materials or workmanship or any other items of defect during the period of time covered by the Maintenance Bond.

17 SUPPLEMENTAL GENERAL CONDITIONS OF THE AGREEMENT

1. DRAWINGS/PLANS

The Contractor shall review the drawings for this particular project and plan his work to be compatible with conditions shown on the drawings.

Discrepancies between drawings and specifications shall promptly be brought to the attention of the Engineer.

2. PROVISIONS FOR TRAFFIC

The Contractor shall be required to accommodate traffic circulation at all times. The traveling public shall be protected from hazards through the construction site area.

The Contractor shall provide for barricades, signs, cones, lights, signals and other such type devices for protection of the Public and for handling traffic within the project area, and such will be provided in accordance with the Texas Manual on Uniform Traffic Control Devices, (TMUTCD). (The Engineer may direct that additional control devices or flagmen be placed if in his opinion they are warranted.)

3. UNDERGROUND UTILITIES

The drawings show as much information as can be reasonably obtained by an Engineering survey party and from City, County and Utility Company records regarding the location and nature of pipelines, storm sewers, water lines, sanitary sewer, telephone conduits, etc. However, the accuracy or completeness of such information is not guaranteed. It shall be the Contractor's responsibility to locate such underground features sufficiently in advance to preclude damage to same, by contacting owners of same or any other means required to complete construction. The Contractor shall be responsible to remove and relocate all drainage culverts, fencing, mail boxes and etc. that may require relocation, at no additional cost to the Owner.

In the event of damage to underground facilities whether shown or not in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractor's price and all such repairs shall conform to the requirements of the company or agency servicing the facility. Payment will be made only on those utility adjustments for which a bid item has been proposed on this contract. All other utility adjustments damaged or disturbed by the Contractor will be returned to satisfactory service at no additional cost to the owner.

4. WORK ON PRIVATE PROPERTY

Work on private property is not anticipated. However, if work on private property is required, the Contractor will contact all property owners and make arrangements for accessing these properties to perform this work. The Contractor

shall then inspect each site to determine all particulars involved in performing this work. The Contractor shall then review the proposed work with the property owner and the Engineer or their designated representatives.

The Contractor shall specifically note that all yard areas, landscaping, or other improvements shall be replaced to their original or better condition unless otherwise approved in writing by the property owner. It is strongly recommended that the Contractor obtain adequate photographic or video documentation of all existing property conditions and/or improvements prior to beginning any work on private property and upon completion of the work and site restoration. Any disputes arising between the property owner and the Contractor on properties that have not been properly documented will typically be ruled in favor of the property owner. All work done on private property shall carry the same one year warranty as provided for in the contract documents.

5. TESTING OF MATERIALS

Testing shall be done by an independent laboratory and paid for directly by the owner. The cost of any failure shall be reimbursed to the owner by the Contractor. Testing results shall be submitted to the Engineer for review and approval.

6. SURPLUS EXCAVATION

Soil taken from the excavation may be spread on the adjacent areas with permission from the property owners. Written approval must be provided to the Engineer prior to placement. If no adjacent areas can be found it shall be the Contractor's responsibility to complete legal disposal.

Old concrete, objectionable material and all obstructions are to be removed off the project regardless whether or not they are shown on the plans. No separate payment will be made for this work. Material must be disposed of in a legal manner.

7. FINAL GRADING

It is the intent of these plans and specifications that the entire project site be uniformly graded and dressed to provide a smooth pleasing appearance of all disturbed areas.

8. FINAL CLEAN-UP

Contractor shall notify other Entities and Utility Companies affected by this project at least 48 hours prior to commencing demolition/construction.

18 NOTICE OF AWARD

TO: Elite Grading & Paving LLC
Attn: Jose Luis De Hoyos
4012 Cesar Chavez Rd
San Juan TX 78589

PROJECT DESCRIPTION:

**RFB NO. 24-009-03-14
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement and Invitation to Bid dated **February 28 & March 6, 2024**.

You are hereby notified that your BID has been accepted in the amount of \$ 354,191.50.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S, certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the ____ day of _____, 2024.

OWNER: CITY OF SAN JUAN

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the ____ day of _____, 2024.

BY: _____

TITLE: _____

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

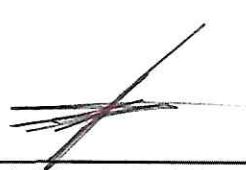
Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, , acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

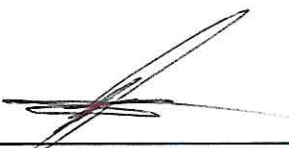
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-24

Date



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

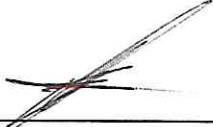
Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3

/s/Lori A. Maldonado, Purchasing Agent

March 13, 2024



Signature of Respondent

3-25-24
Date

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.
BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	2.75	\$28,663.25
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	2.75	\$28,663.25
260	Lime (Ty A or B)	TON	236	340.00	\$80,240.00
310	Prime Coat (MC-30)	GAL	3,127	6.00	\$18,762.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	205.00	\$176,710.00
502	Barricades, Signs & Traffic Handling	MO	1	5,000.00	\$5,000.00
506	Construction Exit (Install)	SY	77	25.00	\$1,925.00
506	Construction Exit (Remove)	SY	77	12.00	\$924.00
506	Erosion Control Logs (Install)	LF	28	20.00	\$560.00
506	Erosion Control Logs (Remove)	LF	28	10.00	\$280.00
529	Concrete Curb & Gutter (18-in)	LF	419	16.00	\$6,704.00
529	Concrete Gutter (24-in)	LF	360	16.00	\$5,760.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ \$354,191.50

ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I,  _____, acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

Addendum No. 5

Page 1 of 1

resubmitting and rechecking if necessary. The **Contractor** may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the **Contractor**, for extension of the contract time shall be granted by reason of his failure in this respect

- B. Any drawings submitted without the **Contractor's** stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the **Contractor** shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the **Contractor** will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the **Locality** not involving a change in contract price or time; the **Engineer** may approve the drawing. The approval shall not relieve the **Contractor** from his responsibility for adherence to the contract or for any error in the drawing.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the **Contractor** to make timely requests of the **Engineer** for any additional information not already in his possession which should be furnished by the **Engineer** under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the **Contractor**. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The **Contractor** shall, if requested, furnish promptly any assistance and information the **Engineer** may require in responding to these requests of the **Contractor**. The **Contractor** shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles- incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the **Engineer** shall decide the question of equality.

- B. The **Contractor** shall furnish to the **Engineer** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- E. The **Locality** may require the **Contractor** to dismiss from the work such employee or employees as the **Locality** or the **Engineer** may deem incompetent, or careless, or insubordinate.

SAMPLES, CERTIFICATES AND TESTS

- A. The **Contractor** shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the **Engineer**, promptly after award of the contract and acceptance of the **Contractor's** bond. No such material or equipment shall be manufactured or delivered to the site, except at the **Contractor's** own risk, until the required samples or certificates have been approved in writing by the **Engineer**. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- B. Each sample submitted by the **Contractor** shall carry a label giving the name of the **Contractor**, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the **Contractor** shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the **Engineer** in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only and shall not constitute a waiver of the **Locality's** right to demand full compliance with Contract requirements. After actual deliveries, the **Engineer** will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given

general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the **Engineer** will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the **Contractor** as is equitable.

- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
1. The **Contractor** shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the **Engineer**;
 2. The **Contractor** shall assume all costs of re-testing materials which fail to meet contract requirements;
 3. The **Contractor** shall assume all costs of testing materials offered in substitution for those found deficient;
 4. The **Locality** will pay all other expenses.

PERMITS AND CODES

- A. The **Contractor** shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the **Contractor** shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the **Engineer**. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the **Locality** will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the **Contractor** fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the **Contractor** shall remove such work without cost to the **Locality**,

- B. The **Contractor** shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The **Contractor** shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the

Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

CARE OF WORK

- A. The **Contractor** shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. The **Contractor** shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the **Contractor**, without special instructions or authorization from the **Locality** is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the **Locality**.
- D. The **Contractor** shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The **Contractor** shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The **Contractor** shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The **Contractor** shall indemnify and save harmless the **Locality** and **Engineer** from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the **Locality** or **Engineer** may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- B. The **Contractor** shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The **Contractor** shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The **Contractor** shall promptly furnish the **Locality** with reports concerning these matters
- D. The **Contractor** shall indemnify and save harmless the **Locality** and **Engineer** from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- E. The **Contractor** shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the technical specifications and drawings.

SANITARY FACILITIES

The **Contractor** shall furnish, install and maintain ample sanitary facilities for the workmen, as the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

- A. The **Contractor** shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the **Locality**, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The **Contractor** shall comply with all reasonable instructions of the **Locality** and **Engineer** and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

REMOVAL OF DEBRIS, CLEANING, ETC.

The **Contractor** shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work. he shall

remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the **Locality** and **Engineer** at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The **Locality** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the **Contractor** fails to proceed at once with the correction of rejected workmanship or defective material, the **Locality** may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the **Contractor**, without prejudice to any other rights or remedies of the **Locality**.
- B. The **Contractor** shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the **Locality** will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- C. The **Contractor** shall notify the **Engineer** sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **Engineer**, the **Contractor** shall uncover for inspection and recover such facilities at his own expense, when so requested by the **Engineer**.
- D. Should it be considered necessary or advisable by the **Engineer** at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the **Contractor** shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the **Contractor** or his subcontractors, the **Contractor** shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the **Contractor** and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or

shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

- F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the **Locality** or its agents shall relieve the **Contractor** or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

REVIEW BY LOCALITY

The **Locality** and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the **Contractor** only by the **Locality** through its authorized representatives or agents.

FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the **Contractor** shall notify the **Locality** in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The **Locality** will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

DEDUCTION FOR UNCORRECTED WORK

If the **Locality** deems it not expedient to require the **Contractor** to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the **Contractor** and the **Locality** and subject to settlement, in case of dispute, as herein provided.

INSURANCE

The **Contractor** shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the **Locality**.

- A. Compensation Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the **Contractor** shall

require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the **Contractors** Workers Compensation Insurance.

- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The **Contractor** shall procure and shall maintain during the life of this contract **Contractor's** Public Liability Insurance, **Contractor's** Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions of the Agreement.
- C. Proof of Insurance: The **Contractor** shall furnish the **Locality** with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the **Locality**."

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The **Contractor** shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the **Locality** free from any claims, liens, or charges. Neither the **Contractor** nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the **Contractor** in the hands of the **Locality**. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the **Locality** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The **Contractor** shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the **Contractor** agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

EQUAL EMPLOYMENT OPPORTUNITY

- A. The **Contractor** will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The **Contractor** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Contractor** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- B. The **Contractor** will, in all solicitations or advertisements for employees placed by or on behalf of the **Contractor**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The **Contractor** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals and timetables for minority and female participation, in the work to be performed under this contract is 0% of the contract amount.

These goals are applicable to all the **Contractors** construction work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The **Contractor** shall take affirmative actions to ensure equal employment opportunity. The evaluation of the **Contractors** compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

- F. **Contractors** are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- G. A single goal for minorities and a separate single goal for women have been established. The **Contractor**, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- H. The **Contractor** shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The **Contractor** shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- J. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The **Contractor** will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The **Contractor** agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

- A. To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The **Contractor** will include this clause in every subcontract for work in connection with the project.

NON SEGREGATED FACILITIES

The **Contractor** certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

JOB OFFICES

- A. The **Contractor** and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **Locality** shall be consulted with regard to locations.
- B. Upon completion of the improvements, or as directed by the **Locality**, the **Contractors** shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

PARTIAL USE OF SITE IMPROVEMENTS

The **Locality** may give notice to the **Contractor** and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the **Contractor**.
- B. The **Contractor** shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the **Contractor** is required to construct under this Contract.

CONTRACT DOCUMENTS AND DRAWINGS

The **Locality** will furnish the **Contractor** without charge 4 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the **Contractor** will be furnished at cost.

CONTRACT PERIOD

The work to be performed under this contract shall commence within the time stipulated by the **Locality** in the Notice to Proceed, and shall be fully completed within 30 calendar days thereafter.

LIQUIDATED DAMAGES

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the **Contractor** and his Sureties shall be liable for and shall pay to the **Locality** the sum of \$ Five Hundred Dollars (\$ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(NOTE: This only applies to TCDP Contracts beginning with 1988.)

A. Definitions.

"Component", as used in this clause means those articles, materials and supplies incorporated directly into the product.

"**Contractor** or subcontractor of a foreign country" as used in this clause means any **Contractor** or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A **contractor** or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country.

1. If 50% or more of the **Contractor** or subcontractor is owned by a citizen or national of the foreign country;
2. If the title to 50% or more of the stock of the **Contractor** or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
3. If 50% or more of the voting power in the **Contractor** or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.

4. In the case of a partnership, if any general partner is a citizen of the foreign country.
5. In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory or possession thereof; or
6. In the case of a **contractor** or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in (1) through (5) of this clause.

"Product" as used in this clause means construction materials - i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the **Locality** will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced or manufactured in the foreign country exceed 50% of the cost of all its components.

B. Restrictions: The **Contractor** shall not:

1. Knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U. S. firms published by the United States Trade Representative (USTR); or
2. Supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
3. Certification: The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such **Contractor** has knowledge that the certification is erroneous.

4. Subcontracts: The **contractor** shall incorporate this clause, including this paragraph in all subcontracts.

ABANDONMENT BY CONTRACTOR

In case the **Contractor** should abandon or fail to resume work within ten (10) days after written notification from the **Locality** or the **Engineer**, or the **Contractor** fails to comply with the orders of the **Engineer** when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the **Contractor**.

After receiving said notice of abandonment, the **Contractor** shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the **Locality** or the Surety on the construction bond, or another **Contractor**, in completion of the work; and the **Contractor** shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under Paragraph 17, Extra Work), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the **Locality** may provide for completion of the work in either of the following elective manners:

- A. The **Locality** may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said **Locality** may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said **Contractor** and the expense so charged shall be deducted and paid by the **Locality** out of such money as may be due, or that may thereafter at any time become due to the **Contractor** under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the **Contractor**, then the **Contractor** and/or his surety shall pay the amount of such excess to the **Locality**;

Or

- B. The **Locality**, under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the **Locality** under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the

Contractor and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the **Contractor** and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided in Paragraph 25 hereinabove, a complete itemized statement of the contract accounts, certified to by the **Engineer** as being correct, shall then be prepared and delivered to the **Contractor** and his Surety, whereupon the **Contractor** and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the **Locality** had the work been completed by the **Contractor** under the terms of this contract and when the **Contractor** and/or his Surety shall pay the balance shown to be due by them to the **Locality**, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the **Contractor** and/or his Surety. Should the cost to complete the work exceed the contract price and the **Contractor** and/or his Surety fail to pay the amount due the **Locality** within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the **Contractor** and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the **Contractor** and his Surety subject only to the duty of the **Locality** to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the **Locality** may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the **Contractor**, as the **Locality** may elect.

The **Locality** shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the **Contractor** or his Surety, to their proper **Localities** without notice to the **Contractor**.

ABANDONMENT BY THE LOCALITY

In case the **Locality** shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notifications by the **Contractor**, the **Contractor** may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment. And thereupon the **Engineer** shall make an estimate of the total earned by the **Contractor**, which estimate shall include the value of all work actually completed by said **Contractor** at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the **Contractor**, to carry the whole work to completion and which cannot be utilized. The

Engineer shall then make a final statement of the balance due the **Contractor** by deducting from the above estimate all previous payments by the **Locality**, all other sums that may have been retained by the **Locality**, under the terms of this Agreement, and shall certify same to the **Locality** who shall pay to the **Contractor** on or before thirty (30) days after the date of the notification by the **Contractor**, the balance shown by said final statement as due the **Contractor** under the terms of this Agreement.

BONDS

It is further agreed by the parties of this contract that the **Contractor** shall execute a performance bond and a payment bond, each in the sum of one hundred (100) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the **Locality**.

MAINTENANCE BOND

The **Contractor** shall deliver to the **Engineer** prior to final payment of the Contract, a Maintenance Bond of guarantee, made out to the **Locality** and on the Surety form inserted herein by the **Engineer**, guaranteeing (and he does hereby guarantee) that all work performed under this Contract is new and free of faulty materials in every particular, and free of faulty workmanship and he does hereby agree to maintain, replace or re-execute without additional cost to the **Locality** such work found to be unsatisfactory and to make good all damage to his, or work by others effected by this Contract as a result of improper workmanship and materials or due to such required replacement or re-execution.

The Maintenance Bond shall be made to cover 100% of the cost of all construction work embraced by the Contract and Documents for a period of one (1) year from the date of acceptance of all work performed under this Contract. The maintenance bond and final estimate will be approved when the project is completed as indicated and to the **Locality's** satisfaction. The date of final acceptance shall be the date appearing upon the check for final payment. A "Final Certificate" will be issued by the **Engineer**, as evidence. Neither the "Final Certificate", nor payment, nor any provisions in the Contract Documents shall relieve the Contractor of the guarantee or maintenance provisions responsibility for neglect or the replacement of faulty materials or workmanship or any other items of defect during the period of time covered by the Maintenance Bond.

17 SUPPLEMENTAL GENERAL CONDITIONS OF THE AGREEMENT

1. DRAWINGS/PLANS

The Contractor shall review the drawings for this particular project and plan his work to be compatible with conditions shown on the drawings.

Discrepancies between drawings and specifications shall promptly be brought to the attention of the Engineer.

2. PROVISIONS FOR TRAFFIC

The Contractor shall be required to accommodate traffic circulation at all times. The traveling public shall be protected from hazards through the construction site area.

The Contractor shall provide for barricades, signs, cones, lights, signals and other such type devices for protection of the Public and for handling traffic within the project area, and such will be provided in accordance with the Texas Manual on Uniform Traffic Control Devices, (TMUTCD). (The Engineer may direct that additional control devices or flagmen be placed if in his opinion they are warranted.)

3. UNDERGROUND UTILITIES

The drawings show as much information as can be reasonably obtained by an Engineering survey party and from City, County and Utility Company records regarding the location and nature of pipelines, storm sewers, water lines, sanitary sewer, telephone conduits, etc. However, the accuracy or completeness of such information is not guaranteed. It shall be the Contractor's responsibility to locate such underground features sufficiently in advance to preclude damage to same, by contacting owners of same or any other means required to complete construction. The Contractor shall be responsible to remove and relocate all drainage culverts, fencing, mail boxes and etc. that may require relocation, at no additional cost to the Owner.

In the event of damage to underground facilities whether shown or not in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractor's price and all such repairs shall conform to the requirements of the company or agency servicing the facility. Payment will be made only on those utility adjustments for which a bid item has been proposed on this contract. All other utility adjustments damaged or disturbed by the Contractor will be returned to satisfactory service at no additional cost to the owner.

4. WORK ON PRIVATE PROPERTY

Work on private property is not anticipated. However, if work on private property is required, the Contractor will contact all property owners and make arrangements for accessing these properties to perform this work. The Contractor

shall then inspect each site to determine all particulars involved in performing this work. The Contractor shall then review the proposed work with the property owner and the Engineer or their designated representatives.

The Contractor shall specifically note that all yard areas, landscaping, or other improvements shall be replaced to their original or better condition unless otherwise approved in writing by the property owner. It is strongly recommended that the Contractor obtain adequate photographic or video documentation of all existing property conditions and/or improvements prior to beginning any work on private property and upon completion of the work and site restoration. Any disputes arising between the property owner and the Contractor on properties that have not been properly documented will typically be ruled in favor of the property owner. All work done on private property shall carry the same one year warranty as provided for in the contract documents.

5. TESTING OF MATERIALS

Testing shall be done by an independent laboratory and paid for directly by the owner. The cost of any failure shall be reimbursed to the owner by the Contractor. Testing results shall be submitted to the Engineer for review and approval.

6. SURPLUS EXCAVATION

Soil taken from the excavation may be spread on the adjacent areas with permission from the property owners. Written approval must be provided to the Engineer prior to placement. If no adjacent areas can be found it shall be the Contractor's responsibility to complete legal disposal.

Old concrete, objectionable material and all obstructions are to be removed off the project regardless whether or not they are shown on the plans. No separate payment will be made for this work. Material must be disposed of in a legal manner.

7. FINAL GRADING

It is the intent of these plans and specifications that the entire project site be uniformly graded and dressed to provide a smooth pleasing appearance of all disturbed areas.

8. FINAL CLEAN-UP

Contractor shall notify other Entities and Utility Companies affected by this project at least 48 hours prior to commencing demolition/construction.

18 NOTICE OF AWARD

TO: Elite Grading & Paving LLC
Attn: Jose Luis De Hoyos
4012 Cesar Chavez Rd
San Juan TX 78589

PROJECT DESCRIPTION:

**RFB NO. 24-009-03-14
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement and Invitation to Bid dated **February 28 & March 6, 2024**.

You are hereby notified that your BID has been accepted in the amount of \$ 354,191.50.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S, certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the ____ day of _____, 2024.

OWNER: CITY OF SAN JUAN

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this the ____ day of _____, 2024.

BY: _____

TITLE: _____

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

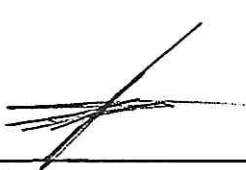
Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I,  _____, acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

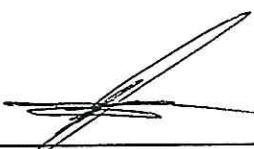
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-24

Date



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-24
Date

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION PROJECT**

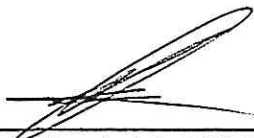
RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, , acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024.

ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

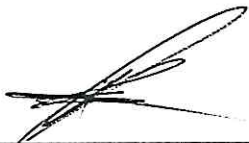
Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I, , acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

Addendum No. 5

Page 1 of 1

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.
BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	2.75	\$28,663.25
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	2.75	\$28,663.25
260	Lime (Ty A or B)	TON	236	340.00	\$80,240.00
310	Prime Coat (MC-30)	GAL	3,127	6.00	\$18,762.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	205.00	\$176,710.00
502	Barricades, Signs & Traffic Handling	MO	1	5,000.00	\$5,000.00
506	Construction Exit (Install)	SY	77	25.00	\$1,925.00
506	Construction Exit (Remove)	SY	77	12.00	\$924.00
506	Erosion Control Logs (Install)	LF	28	20.00	\$560.00
506	Erosion Control Logs (Remove)	LF	28	10.00	\$280.00
529	Concrete Curb & Gutter (18-in)	LF	419	16.00	\$6,704.00
529	Concrete Gutter (24-in)	LF	360	16.00	\$5,760.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ 354,191.50



CITY OF SAN JUAN

FORMS OF CONTRACT, BONDS, PROPOSALS, AND TECHNICAL SPECIFICATIONS

For

RFB NO. 24-009-03-14

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

**Mario Garza
Marco "Markie" Villegas
Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Leonardo "Lenny" Sanchez
Benjamin Arjona**

**Mayor
Mayor Pro-Tem
Commissioner
Commissioner
Commissioner
City Manager**

February 28, 2024



Ramiro Gutierrez, P.E.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F-486 • Surveying Firm #101650-00

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2. TABLE OF CONTENTS

SECTION

- 01 - Cover Page
- 02 – Table of Contents
- 03 – Invitation to Bid
- 04 – Notice of Intent to Respond
- 05 – Instructions to Bidders
- 06 – Bid Bond
- 07 – Non-Collusion Affidavit
- 08 – Technical Specifications and General Notes
- 09 – Proposal Package
- 10 – Special Conditions of the Agreement
- 11 – Construction Contract
- 12– Attorney’s Review Certification
- 13– Payment Bond
- 14– Performance Bond
- 15– Maintenance Bond
- 16– General Conditions
- 17– Supplemental General Conditions
- 18– Notice of Award

03 **INVITATION TO BID**

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **MARCH 14, 2024, at 3:00 P.M.**, for **TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT** at which time they will be taken to the **EOC Room, 2nd Floor**, and read aloud. These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
REQUEST FOR SEALED BID for RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bid/Contract Documents, including Drawings and Technical Specifications will be on file on February 28, 2024 and may be obtained at R. Gutierrez Engineering Corporation at 130 East Park Ave., Pharr, TX. Copies of the Bid/Contract Documents may be obtained at the office of R. Gutierrez Engineering Corporation for a non-refundable deposit of **\$100.00** for each set of documents obtained.

A bid bond, in the amount of five percent (5%) of the bid, issued by an acceptable surety, shall be submitted with each bid. A certified check or bank draft payable to the City of San Juan, or negotiable U.S. Government Bonds (at par value) may be submitted in lieu of the Bid Bond.

City of San Juan reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of San Juan for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

A non-mandatory pre-bid conference will be held March 4, 2024 at 10:00 AM at the City of San Juan City Hall EOC Room, 2nd Floor, 512 S. Nebraska Avenue, San Juan, TX, to discuss the project's scope of work with the prospective bidders.

Any communication regarding this RFB is to be addressed to Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line **"TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT – RFB 24-009-03-14"**. In all emails, please include in the body of the email, the company's name, address, phone and fax number, as well as the contact person.

05 INSTRUCTIONS TO BIDDERS

1. Submittal of Bid

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to the bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bid Date: March 14, 2024

Time: 3:00 P.M.

2. Bids shall be addressed as follows:

**REQUEST FOR SEALED PROPOSALS
TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
 CITY OF SAN JUAN
 512 S. NEBRASKA AVENUE
 SAN JUAN, TEXAS 78589-2649**

3. Use of Separate Bid Forms:

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed.

4. Interpretations of Addenda:

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Lori A. Maldonado, Purchasing Agent, lmaldonado@sjtx.us . Any inquiry received five or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least three days before Bids are opened. In addition, all Addenda will be mailed or telecopied to each person holding contract Documents, but it shall be the Bidder's responsibility to inquire as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. **Inspection of Site:**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract documents.

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

6. **Alternative Bids:**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications, or bid proposal package. Base bids must be provided for each **item**, even though an alternative bid item is also specified.

7. **Bids:**

- A. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these **INSTRUCTIONS TO BIDDERS**. All Bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (If required) shall be enclosed in an envelope, which shall be sealed and clearly labeled with the words "Bid Documents", name of Bidder, date and time of the Bid opening in order to guard against premature opening of the Bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration to or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

- E. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Number

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

8. **Bid Guaranty:**

- A. The Bid must be accompanied by a Bid Guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company Licensed to do business in the State of Texas. The amount of such Bid bond shall be within the maximum amount specified for such Company. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of CITY OF SAN JUAN. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract documents.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of ten percent (10%) of the original Bid, the Bid will not be considered.
- C. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

9. **Collusive Agreement:**

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

- B. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form to be provided by the Owner. Copies are available upon request.

10. Statement of Bidder's Qualifications:

Each Bidder shall submit a statement of the Bidder's qualifications, his experience record in organization and equipment available in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the owner all such information and data for this purpose as it may request.

The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

11. Sub-Contractors:

All Sub-Contractors must be approved by the Owner. A list of all proposed Sub-Contractors must be furnished to the Owner, prior to the start of construction.

12. Interpretation of Quoted Prices:

In case of difference in written words and figures in a Proposal, the amount stated in written words shall govern.

13. Unit Prices:

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead for both labor and materials so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost shall not increase or decrease the original contract award price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications.

14. Rejection of Bids:

Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures, or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.

15. Time for Receiving Bids:

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

16. Opening of Bids:

The City shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

17. Withdrawal of Bids:

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

18. Award of Contract: Rejection of Bids

- A. The Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do work of general construction any Bidder who does not habitually perform, with his own forces, the major portions of the work involved in construction of the improvements embraced in this Contract.

- C. Time is of the essence in this Contract and the Owner may weigh the calendar days or working days bid in award of the Contract. The calendar days or working days will be valued equal to the liquidated damages charged per day of delay.

19. **Execution of Agreement: Performance and Payment Bond**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require (not to exceed six (6) copies).
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him, in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current **Power of Attorney** for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do business in the State of Texas.
- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount of which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Local Public Agency for a refund.
- D. Full (100%) performance and payment bonds are required on all contracts in excess of \$25,000.00. The only exception is that if the contract is less than \$50,000.00, the entity may hold all payment, with no interim payments made, until final completion and presentation of lien releases from all subcontractors and suppliers, in lieu of the performance bond.

Such bonds must be issued by a corporate surety authorized to do business in the State of Texas.

20. **This project will be awarded for construction in accordance with these specifications and upon approval by the Owner.**

21. **Insurance:**

The Contractor and his sureties shall indemnify and hold harmless the Owner and all its officials, agents, and employees from all suits, action or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property, by or from said Contractor or his employee or by or in consequence of any negligence in safeguarding the work or by or on account of any claims or amounts recovered under the Workmen's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications the Contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

A. Workmen's Compensation: Statutory Requirements

B. Employer's Liability: Limit

- | | |
|--------------------|---------------|
| 1. Bodily Injury | \$ 1,000,000. |
| 2. Property Damage | \$ 1,000,000. |
| 3. Personal Injury | \$ 1,000,000. |

C. Comprehensive General Liability: Each Person/Occurance - Aggregate

- | | | | |
|--------------------|---------------|---|---------------|
| 1. Bodily Injury | \$ 1,000,000. | - | \$ 1,000,000. |
| 2. Property Damage | \$ 1,000,000. | - | \$ 1,000,000. |

D. Automobile Liability Insurance: Each Person/Occurance

- | | | | |
|--------------------|---------------|---|---------------|
| 1. Bodily injury | \$ 1,000,000. | - | \$ 1,000,000. |
| 2. Property damage | | | \$ 1,000,000. |

This coverage is to include all cars and trucks, equipment owned, rented, hired or leased and others of non-ownership nature used by employees in and around or in connection with this Contract.

E. Excess Liability Insurance:

1. Comprehensive General Liability	\$ 1,000,000.
2. Comprehensive Automobile Liability	\$ 1,000,000.
3. Employer's Liability	\$ 1,000,000.

F. Builder's "All-Risk" Insurance: Project Requirements

22. **Certificate of Insurance:**

The successful bidder will furnish a completed Certificate of Insurance with the executed contract. This Certificate of Insurance shall include all applicable policies and their numbers. These policies will cover all subcontractors and the subcontractors' Certificate of Insurance will also be submitted covering the same amount stated above for the Contractor.

23. **In case of discrepancies or conflicts between the specifications, bid documents or contract documents, the following order of priority shall govern:**

1. Bid Documents
2. Instructions to Bidders
3. Special Instructions to Bidders
4. Supplemental General Conditions
5. Technical Specifications
6. Standard Form of Agreement
7. General Conditions of the Agreement
8. Special Conditions of the Agreement
9. Other Contract Documents

24. **The award of the low bid does not constitute award of a contract. A contract will be BINDING on both parties when executed by both parties and a purchase order is issued.**

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

James K. Swindle

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$1,500,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

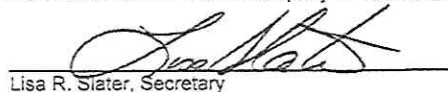
Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 25 day of March, 2024

Corporate Seal:


Lisa R. Slater, Secretary

06 **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, 2LG Construction, LLC _____ as PRINCIPAL, AND Lexington National Insurance Corporation _____, as SURETY are held and firmly bound unto **CITY OF SAN JUAN** hereinafter called the OWNER in the penal sum of Five percent not to exceed Five Percent of the Greatest Amount Bid Dollars, (\$ 5% G.A.B.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated March 25, 2024,

for Tierra De Palmas Subdivision Street Rehabilitation Project.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter in such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this is instrument under their several seals this 25th day of March 2024, the name and corporate seal of each corporate party being here to affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

2LG Construction LLC

Leandro F. Canino (Seal)

(Seal)

Lexington National Insurance Corporation

James K Swindle (Seal)
James K Swindle, Attorney-In-Fact

ATTEST: Tiffany Taylor, Witness

BY:


Affix Corporate

ATTEST:

BY:

Affix Corporate

ATTEST:

BY:

Affix Corporate

Countersigned

BY: _____

Attorney-in Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPLE

I, _____, certify that I am the
_____, Secretary of the Corporation named as principal in the within bond; that
_____, who signed the said bond on behalf of the principal was then
_____ of Said corporation; that I know his signature, and his
signature there to is genuine; and that Said bond was duly signed, and attested to for and in
behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title _____

Power-of- Attorney for person signing for Surety Company must be attached to bond.

07 NON-COLUSSION AFFIDAVIT

Non-Collusion Affidavit of Prime Bidder

State of Texas

§
§
§

County of Hidalgo

Leasi Gonzalez, being first duly sworn, deposes and says that:

(1) He is Owner,

of LLG Construction the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

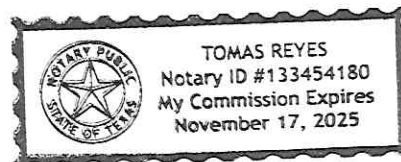
Leasi Gonzalez
(Signed)

Owner
(Title)

Subscribed and sworn to before me this

25th day of March, 2024

[Signature]
(Title)



My Commission expires: 11/17/2025

09 **PROPOSAL PACKAGE**

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 3-25-2024

Proposal of ZLC Construction LLC, a corporation organized and existing under the laws of the State of TX.

or

a Partnership or Individual doing business as _____.

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Project

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid Three hundred sixty eight thousand four hundred
forty \$/100) (\$ 368,440.00)

Total Base Bid + Add Alternate No. 1 _____

(\$ _____)

Receipt of the following addenda is acknowledged (addenda number):

1. Addendum # 1
 2. Addendum # 2
 3. Addendum # 3
 4. Addendum # 4
 5. Addendum # 5
 6. _____
-

Respectfully Submitted:

Name: ZLG Construction

By: [Signature]
(Signature)

Address: 4592 Osborn
(P.O. Box) (Street)

Beeville TX 78520
(City) (State) (Zip)

Telephone: 986-525-7111

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials, The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within **30** calendar days from the date designated by a Notice to Proceed.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, *Ramiro Gutierrez*, acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024


Signature of Respondent

3-13-24
Date



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024


Signature of Respondent

3-13-24
Date

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, *Ramiro Gutierrez*, acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024.

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.
BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	1.00	10,423.00
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	1.15	11,986.45
260	Lime (Ty A or B)	TON	236	35.00	8,260.00
310	Prime Coat (MC-30)	GAL	3,127	10.00	31,270.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	317.24	273,460.88
502	Barricades, Signs & Traffic Handling	MO	1	11,984.67	11,984.67
506	Construction Exit (Install)	SY	77	30.00	2,310.00
506	Construction Exit (Remove)	SY	77	5.00	385.00
506	Erosion Control Logs (Install)	LF	28	30.00	840.00
506	Erosion Control Logs (Remove)	LF	28	5.00	140.00
529	Concrete Curb & Gutter (18-in)	LF	419	20.00	8,380.00
529	Concrete Gutter (24-in)	LF	360	25.00	9,000.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ 368,440.00

ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I, *Ramiro Gutierrez*, acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



CITY OF SAN JUAN

FORMS OF CONTRACT, BONDS, PROPOSALS, AND TECHNICAL SPECIFICATIONS

For

RFB NO. 24-009-03-14

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Mario Garza

Marco "Markie" Villegas

Ernesto "Neto" Guajardo

Adina "Dina" Santillan

Leonardo "Lenny" Sanchez

Benjamin Arjona

Mayor

Mayor Pro-Tem

Commissioner

Commissioner

Commissioner

City Manager

February 28, 2024



Ramiro Gutierrez, P.E.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 936-782-2537 • (FAX) 936-782-2538

Engineering Firm F - 486 • Surveying Firm #101650-00

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

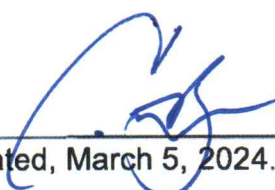
Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, , acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

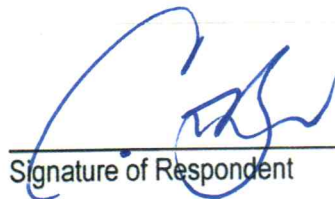
RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2

/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-14-24

Date



ADDENDUM NO. 3

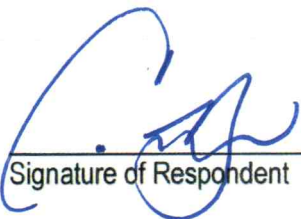
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-14-2024

Date

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

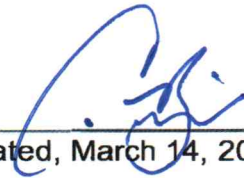
RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, , acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024.

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2. TABLE OF CONTENTS

SECTION

- 01 - Cover Page
- 02 – Table of Contents
- 03 – Invitation to Bid
- 04 – Notice of Intent to Respond
- 05 – Instructions to Bidders
- 06 – Bid Bond
- 07 – Non-Collusion Affidavit
- 08 – Technical Specifications and General Notes
- 09 – Proposal Package
- 10 – Special Conditions of the Agreement
- 11 – Construction Contract
- 12– Attorney’s Review Certification
- 13– Payment Bond
- 14– Performance Bond
- 15– Maintenance Bond
- 16– General Conditions
- 17– Supplemental General Conditions
- 18– Notice of Award

03 INVITATION TO BID

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **MARCH 14, 2024, at 3:00 P.M.**, for **TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT** at which time they will be taken to the **EOC Room, 2nd Floor**, and read aloud. These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
REQUEST FOR SEALED BID for RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bid/Contract Documents, including Drawings and Technical Specifications will be on file on February 28, 2024 and may be obtained at R. Gutierrez Engineering Corporation at 130 East Park Ave., Pharr, TX. Copies of the Bid/Contract Documents may be obtained at the office of R. Gutierrez Engineering Corporation for a non-refundable deposit of **\$100.00** for each set of documents obtained.

A bid bond, in the amount of five percent (5%) of the bid, issued by an acceptable surety, shall be submitted with each bid. A certified check or bank draft payable to the City of San Juan, or negotiable U.S. Government Bonds (at par value) may be submitted in lieu of the Bid Bond.

City of San Juan reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of San Juan for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

A **non-mandatory pre-bid conference will be held March 4, 2024 at 10:00 AM** at the City of San Juan City Hall EOC Room, 2nd Floor, 512 S. Nebraska Avenue, San Juan, TX, to discuss the project's scope of work with the prospective bidders.

Any communication regarding this RFB is to be addressed to Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line **"TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT – RFB 24-009-03-14"**. In all emails, please include in the body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City. Proposals submitted past the aforementioned date and time will not be accepted. Proposals submitted that are not in the proper form may be rejected.

04 NOTICE OF INTENT TO RESPOND

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB 24-009-03-14** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **MARCH 7, 2024**, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: Foremost Paving, Inc.

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

Contact Name: Carter C. Biel Estimator [Please
print or type name] [Title]

Address: PO Box 29 Weslaco, Texas 78599-0029

[Mailing]

22830 N. FM 88 Elsa, Texas 78543

[Street, if different]

Telephone: 956-316-8900

[Print or type telephone number]

Fax: 956-316-8901

[Print or type telephone number]

Email: carter@fpitex.com

[Print or type]

05 INSTRUCTIONS TO BIDDERS

1. Submittal of Bid

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to the bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bid Date: March 14, 2024
Time: 3:00 P.M.

2. Bids shall be addressed as follows:

**REQUEST FOR SEALED PROPOSALS
TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
 CITY OF SAN JUAN
 512 S. NEBRASKA AVENUE
 SAN JUAN, TEXAS 78589-2649**

3. Use of Separate Bid Forms:

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed.

4. Interpretations of Addenda:

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Lori A. Maldonado, Purchasing Agent, lmaldonado@sjtx.us. Any inquiry received five or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least three days before Bids are opened. In addition, all Addenda will be mailed or telecopied to each person holding contract Documents, but it shall be the Bidder's responsibility to inquire as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. **Inspection of Site:**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract documents.

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

6. **Alternative Bids:**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications, or bid proposal package. Base bids must be provided for each **item**, even though an alternative bid item is also specified.

7. **Bids:**

- A. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these **INSTRUCTIONS TO BIDDERS**. All Bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (If required) shall be enclosed in an envelope, which shall be sealed and clearly labeled with the words "Bid Documents", name of Bidder, date and time of the Bid opening in order to guard against premature opening of the Bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration to or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

- E. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Number

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

8. **Bid Guaranty:**

- A. The Bid must be accompanied by a Bid Guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company Licensed to do business in the State of Texas. The amount of such Bid bond shall be within the maximum amount specified for such Company. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of CITY OF SAN JUAN. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract documents.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of ten percent (10%) of the original Bid, the Bid will not be considered.
- C. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

9. **Collusive Agreement:**

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

- B. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form to be provided by the Owner. Copies are available upon request.

10. Statement of Bidder's Qualifications:

Each Bidder shall submit a statement of the Bidder's qualifications, his experience record in organization and equipment available in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the owner all such information and data for this purpose as it may request.

The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

11. Sub-Contractors:

All Sub-Contractors must be approved by the Owner. A list of all proposed Sub-Contractors must be furnished to the Owner, prior to the start of construction.

12. Interpretation of Quoted Prices:

In case of difference in written words and figures in a Proposal, the amount stated in written words shall govern.

13. Unit Prices:

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead for both labor and materials so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost shall not increase or decrease the original contract award price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications.

14. Rejection of Bids:

Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures, or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.

15. Time for Receiving Bids:

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

16. Opening of Bids:

The City shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

17. Withdrawal of Bids:

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

18. Award of Contract: Rejection of Bids

- A. The Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do work of general construction any Bidder who does not habitually perform, with his own forces, the major portions of the work involved in construction of the improvements embraced in this Contract.

- C. Time is of the essence in this Contract and the Owner may weigh the calendar days or working days bid in award of the Contract. The calendar days or working days will be valued equal to the liquidated damages charged per day of delay.

19. **Execution of Agreement: Performance and Payment Bond**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require (not to exceed six (6) copies).
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him, in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current **Power of Attorney** for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do business in the State of Texas.
- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount of which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Local Public Agency for a refund.
- D. Full (100%) performance and payment bonds are required on all contracts in excess of \$25,000.00. The only exception is that if the contract is less than \$50,000.00, the entity may hold all payment, with no interim payments made, until final completion and presentation of lien releases from all subcontractors and suppliers, in lieu of the performance bond.

Such bonds must be issued by a corporate surety authorized to do business in the State of Texas.

20. **This project will be awarded for construction in accordance with these specifications and upon approval by the Owner.**

21. **Insurance:**

The Contractor and his sureties shall indemnify and hold harmless the Owner and all its officials, agents, and employees from all suits, action or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property, by or from said Contractor or his employee or by or in consequence of any negligence in safeguarding the work or by or on account of any claims or amounts recovered under the Workmen's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications the Contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

A. Workmen's Compensation: Statutory Requirements

B. Employer's Liability: Limit

1. Bodily Injury	\$ 1,000,000.
2. Property Damage	\$ 1,000,000.
3. Personal Injury	\$ 1,000,000.

C. Comprehensive General Liability: Each Person/Occurance - Aggregate

1. Bodily Injury	\$ 1,000,000.	-	\$ 1,000,000.
2. Property Damage	\$ 1,000,000.	-	\$ 1,000,000.

D. Automobile Liability Insurance: Each Person/Occurance

1. Bodily injury	\$ 1,000,000.	-	\$ 1,000,000.
2. Property damage			\$ 1,000,000.

This coverage is to include all cars and trucks, equipment owned, rented, hired or leased and others of non-ownership nature used by employees in and around or in connection with this Contract.

E. Excess Liability Insurance:

1. Comprehensive General Liability	\$ 1,000,000.
2. Comprehensive Automobile Liability	\$ 1,000,000.
3. Employer's Liability	\$ 1,000,000.

F. Builder's "All-Risk" Insurance: Project Requirements

22. **Certificate of Insurance:**

The successful bidder will furnish a completed Certificate of Insurance with the executed contract. This Certificate of Insurance shall include all applicable policies and their numbers. These policies will cover all subcontractors and the subcontractors' Certificate of Insurance will also be submitted covering the same amount stated above for the Contractor.

23. **In case of discrepancies or conflicts between the specifications, bid documents or contract documents, the following order of priority shall govern:**

1. Bid Documents
2. Instructions to Bidders
3. Special Instructions to Bidders
4. Supplemental General Conditions
5. Technical Specifications
6. Standard Form of Agreement
7. General Conditions of the Agreement
8. Special Conditions of the Agreement
9. Other Contract Documents

24. **The award of the low bid does not constitute award of a contract. A contract will be BINDING on both parties when executed by both parties and a purchase order is issued.**



GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Foremost Paving, Inc.

P.O. Box 29

Weslaco, TX 78596

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company

P.O. Box 2119

Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

City of San Juan

512 S. Nebraska Avenue

San Juan, TX 78589-2649

BOND AMOUNT: \$ Five Percent of Amount Bid----- (5%)-----

PROJECT:

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

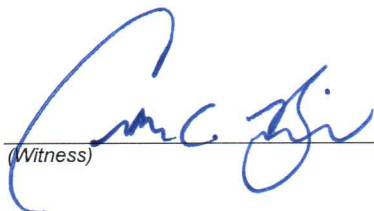
Tierra de Palmas Subdivision Streets Rehabilitation Project, RFB No. 24-009-03-14

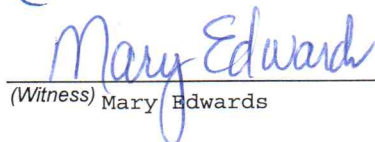
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

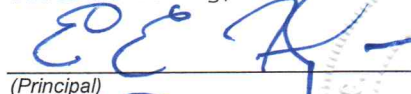
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements 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 14th day of March, 2024.


(Witness)


(Witness) Mary Edwards

Foremost Paving, Inc.


(Principal)

V.P.
(Title)


GREAT AMERICAN INSURANCE COMPANY

(Surety) (Seal)


(Attorney-in-Fact) David C. Hughston

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	ALL OF	ALL
DAVID C. HUGHSTON	BROWNSVILLE, TEXAS	\$100,000,000
CHRISTOPHER J. HUGHSTON		
PEGGY GONZALEZ		
MARY EDWARDS		
MORGAN B. HUGHSTON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of FEBRUARY, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of FEBRUARY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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 officer 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of March, 2024



Atty L C. B.

Assistant Secretary

07 **NON-COLUSSION AFFIDAVIT**

Non-Collusion Affidavit of Prime Bidder

State of Texas §

County of Hidalgo §

E.E. Forshage, being first duly sworn, deposes and says that:

(1) He is V.P.,

of Foremost Paving, Inc. the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

E.E. Forshage
(Signed)

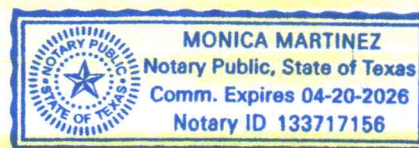
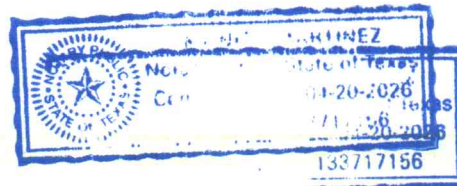
VP
(Title)

Subscribed and sworn to before me this

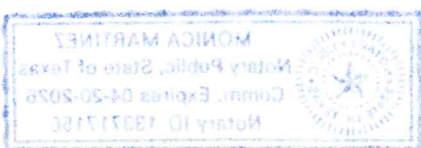
14th day of March, 2024

Monica Martinez
(Title)

My Commission expires: 4/20/2026



2020-10-20



08 TECHNICAL SPECIFICATIONS AND GENERAL NOTES

TECHNICAL SPECIFICATIONS AND GENERAL NOTES

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

Refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Texas Department of Transportation on November 1, 2014.

Specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Standard Specifications are incorporated into the contract by reference. Standard Specifications referenced by the listed Standard Specifications are shown in parentheses.

ITEM 104	REMOVING CONCRETE (9)
ITEM 210	ROLLING
ITEM 216	PROOF ROLLING (210)
ITEM 251	REWORKING BASE COURSES (204) (210) (216) (247) (520)
ITEM 260	LIME TREATMENT (ROAD MIXED) (4) (105) (204) (210) (216) (247) (300) (310) (520)
ITEM 310	PRIME COAT (300) (316)
ITEM 340	DENSE GRADED HOT-MIX ASPHALT (SMALL QUANTITY) (5) (6) (300) (301) (320) (520) (585)
ITEM 440	REINFORCEMENT FOR CONCRETE (448)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (5) (9)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161) (432) (556)
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360) (420) (421) (440)

SPECIAL SPECIFICATIONS: (Enclosed herewith)

NONE

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

SPECIAL PROVISION TO ITEM 1

SPECIAL PROVISION TO ITEM 506

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

Special Provision to Item 1

Abbreviations and Definitions



For this project, Item 1, "Abbreviations and Definitions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 3, "Definitions," is voided and replaced by the following:

2. DEFINITIONS

- 2.1. **Abrasive Blasting.** Spraying blasts of pressurized air combined with abrasive media.
- 2.2. **Actual Cost.** Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
- 2.3. **Addendum.** Change in proposal forms developed between advertising and bid submittal deadline.
- 2.4. **Additive Alternate.** A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.
- 2.5. **Advertisement.** The public announcement required by law inviting bids for work to be performed or materials to be furnished.
- 2.6. **Affiliates.** Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings including, but not limited to the lending of financial assistance.
- 2.7. **Air Blasting.** Spraying blasts of pressurized air free of oil and moisture.
- 2.8. **Air Temperature.** The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
- 2.9. **Anticipated Profit.** Profit for work not performed.
- 2.10. **Apparent Low Bidder.** The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
- 2.11. **Architect of Record.** A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
- 2.12. **Arterial Highway.** A highway used primarily for through traffic and usually on a continuous route.
- 2.13. **Available Bidding Capacity.** The Contractor's approved bidding capacity less uncompleted work on TxDOT Contracts.

- 2.14. **Award.** The Commission's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
- 2.15. **Bid.** The offer from the Bidder for performing the work described in the proposal.
- 2.16. **Bid Bond.** The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 2.17. **Bid Error.** A mathematical mistake made by a Bidder in the unit price entered into the proposal.
- 2.18. **Bidder.** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 2.19. **Bidders Questionnaire.** A prequalification form completed by a prospective Bidder reflecting a Bidder's financial data and experience.
- 2.20. **Bidding Capacity.** The maximum dollar value a Contractor may have under Contract with the Owner at any given time.
- 2.21. **Blast Cleaning.** Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.
- 2.22. **Bridge.** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 2.23. **Brush Blasting.** Sweeping lightly with an abrasive blast to remove loose material.
- 2.24. **Building Contract.** A Contract entered under Transportation Code, Chapter 223, Subchapter A, "Competitive Bids," for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.
- 2.25. **Callout Work.** Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").
- 2.26. **Certificate of Insurance.** A form approved by the Owner covering insurance requirements stated in the Contract.
- 2.27. **Change Order.** Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.
- 2.28. **Commission.** The local community Commission or authorized representative.
- 2.29. **Concrete Construction Joint.** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 2.30. **Concrete Repair Manual.** TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 2.31. **ConcreteWorks®.** TxDOT-owned software for concrete heat analysis. Software is available on TxDOT website.

- 2.32. **Construction Contract.** A Contract between the Owner and the Contractor, for the construction, reconstruction, or maintenance of infrastructure.
- 2.33. **Consultant.** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 2.34. **Contract.** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 2.35. **Contract Documents.** Elements of the Contract including, but not limited to the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.
- 2.36. **Contract Time.** The number of working days specified for completion of the work, including authorized additional working days.
- 2.37. **Contractor.** The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 2.38. **Controlled Access Highway.** Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 2.39. **Control of Access.** The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.
- 2.40. **Control Point.** An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 2.41. **Cross-Sections.** Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 2.42. **Culvert.** Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges.
- 2.43. **Cycle.** The activity necessary for performing the specified work within the right of way project limits once.
- 2.44. **Daily Road-User Cost.** Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 2.45. **Debar (Debarment).** Action taken by the TxDOT or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.
- 2.46. **Detour.** A temporary traffic route around a closed portion of a road.
- 2.47. **TxDOT.** The Texas Department of Transportation (TxDOT).
- 2.48. **Departmental Material Specifications.** Reference specifications for various materials published by the TxDOT Construction Division.
- 2.49. **Direct Traffic Culvert.** Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

- 2.50. **Disadvantaged Business Enterprise.** A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.
- 2.51. **Divided Highway.** A highway with separate roadways intended to move traffic in opposite directions.
- 2.52. **Easement.** A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 2.53. **Electronic Vault.** The TxDOT's bidding system where electronic bids are stored before bid opening.
- 2.54. **Engineer.** The Engineer of the Owner or the authorized representative of the Engineer.
- 2.55. **Expressway.** A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.
- 2.56. **Family Member.** A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.
- 2.57. **Force Account.** Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 2.58. **Freeway.** An expressway with full control of access.
- 2.59. **Frontage Road.** A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 2.60. **Hazardous Materials or Waste.** Hazardous materials or waste include but are not limited to explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 2.61. **High-Pressure Water Blasting.** Water blasting with pressures between 5,000 and 10,000 psi.
- 2.62. **Highway, Street, or Road.** General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.
- 2.63. **Historically Underutilized Business.** A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 2.64. **Incentive and Disincentive Provisions.** An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion

dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

- 2.65. **Independent Assurance Tests.** Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.
- 2.66. **Inspector.** The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.
- 2.67. **Intelligent Transportation System.** An integrated system that uses video and other electronic detection devices to monitor traffic flows.
- 2.68. **Intersection.** The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.
- 2.69. **Island.** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 2.70. **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.
- 2.71. **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 2.72. **Letting.** The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 2.73. **Letting Official.** The Executive Director or any TxDOT employee empowered by the Executive Director to officially receive bids and close the receipt of bids at a letting.
- 2.74. **Licensed Professional Engineer.** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 2.75. **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.
- 2.76. **Local Street or Road.** A street or road primarily for access to residence, business, or other abutting property.
- 2.77. **Low-Pressure Water Blasting.** Water blasting with pressures between 3,000 and 5,000 psi.
- 2.78. **Major Item.** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 2.79. **Manual of Testing Procedures.** TxDOT manual outlining test methods and procedures maintained by the Materials and Pavements Section of the Construction Division.
- 2.80. **Material Producer List.** TxDOT maintained list of approved products.
- 2.81. **Materially Unbalanced Bid.** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the State.

- 2.82. **Mathematically Unbalanced Bid.** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 2.83. **Median.** The portion of a divided highway separating the traffic lanes in opposite directions.
- 2.84. **Milestone Date.** The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.
- 2.85. **Monolithic Concrete Placement.** The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 2.86. **National Holidays.** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.
- 2.87. **Nonhazardous Recyclable Material.** A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.
- 2.88. **Nonresident Bidder.** A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 2.89. **Nonresponsive Proposal.** A proposal that does not meet the criteria for acceptance contained in the proposal form.
- 2.90. **Non-Site-Specific Contracts.** Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.
- 2.91. **Notification.** Either written or oral instruction to the Contractor. Voice mail is oral notification.
- 2.92. **Pavement.** That part of the roadway having a constructed surface for the use of vehicular traffic.
- 2.93. **Pavement Structure.** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 2.93.1. **Surface Course.** Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 2.93.2. **Base Course.** One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 2.93.3. **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 2.93.4. **Subgrade Treatment.** Modifying or stabilizing material in the subgrade.
- 2.94. **Payment Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 2.95. **Performance Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 2.96. **Plans.** The drawings approved by the Engineer, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

- 2.97. **Power of Attorney for Surety Bonds.** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 2.98. **Prequalification.** The process for determining a Contractor's eligibility to bid work.
- 2.99. **Prequalification Statement.** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 2.100. **Project-Specific Location.** A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 2.101. **Proposal.** The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and Specifications.
- 2.102. **Proposal Form.** The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.
- 2.103. **Proposal Guaranty.** The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 2.104. **Quality Assurance.** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.
- 2.105. **Quality Control.** Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 2.106. **Ramp.** A section of highway for the primary purpose of making connections with other highways.
- 2.107. **Recurring Maintenance Work Contracts.** Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing contracts for which mowing cycles are requested on multiple occasions).
- 2.108. **Referee Tests.** Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is the Construction Division.
- 2.109. **Regular Item.** A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.
- 2.110. **Rental Rate Blue Book for Construction Equipment.** Publication containing equipment rental rates.
- 2.111. **Replacement Alternate.** A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.
- 2.112. **Responsive Bid.** A proposal that meets all requirements of the proposal form for acceptance.
- 2.113. **Right of Way.** A general term denoting land or property devoted to transportation purposes.
- 2.114. **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.
- 2.115. **Road Master.** A railroad maintenance official in charge of a division of railway.

- 2.116. **Roadside.** The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 2.117. **Roadway.** The portion of the highway (including shoulders) used by the traveling public.
- 2.118. **Routine Maintenance Contract.** A Contract let through the routine maintenance contracting procedure to preserve and repair roadways, rights of way, and appurtenances.
- 2.119. **Sandblasting, Dry.** Spraying blasts of pressurized air combined with sand.
- 2.120. **Sandblasting, Wet.** Spraying blasts of pressurized water combined with sand.
- 2.121. **Shoulder.** That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 2.122. **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.
- 2.123. **Sidewalk.** Portion of the right of way constructed exclusively for pedestrian use.
- 2.124. **Slurry Blasting.** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 2.125. **Special Provisions.** Additions or revisions to these standard specifications or special specifications.
- 2.126. **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 2.127. **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."
- 2.128. **Small Business Enterprise.** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.
- 2.129. **State.** The State of Texas.
- 2.130. **State Holiday.** A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.86., "National Holidays." A list of state holidays can be found on the TxDOT's website.
- 2.131. **Station.** A unit of measurement consisting of 100 horizontal feet.
- 2.132. **Subcontract.** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 2.133. **Subcontractor.** A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 2.134. **Subsidiary.** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

- 2.135. **Substructure.** The part of the structure below the bridge seats but not including, bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 2.136. **Superintendent.** The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.
- 2.137. **Superstructure.** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 2.138. **Supplemental Agreement.** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.
- 2.139. **Surety.** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 2.140. **Surplus Materials.** Any debris or material related to the Contract not incorporated into the work.
- 2.141. **Suspension.** Action taken by the TxDOT or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.
- 2.142. **Traffic Lane.** The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 2.143. **Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 2.144. **Truck Owner-Operator.** An individual who owns and operates 1 truck for hire.
- 2.145. **UT-Bridge.** TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 2.146. **UT-Lift.** TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 2.147. **Utility.** Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 2.148. **Verification Tests.** Tests used to verify accuracy of QC and QA and mixture design testing.
- 2.149. **Water-Abrasive Blasting.** Spraying blasts of pressurized water combined with abrasive media.
- 2.150. **Water Blasting.** Spraying blasts of pressurized water of at least 3,000 psi.
- 2.151. **Water-Injected Abrasive Blasting.** Abrasive blasting with water injected into the abrasive/air stream at the nozzle.
- 2.152. **Wholly-Owned Subsidiary.** A legal entity owned entirely by the Contractor or subcontractor.

- 2.153. **Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.
- 2.154. **Work Order.** Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.
- 2.155. **Written Notice.** Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 506.1., "Description," is voided and replaced by the following:

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) or as directed. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications. Erosion and sediment control devices must be selected from the "Erosion Control Approved Products" or "Sediment Control Approved Products" lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations.

Article 506.3., "Qualifications, Training, and Employee Requirements," is voided and not replaced.

Section 506.4.1., "Contractor Responsibilities," Section 506.4.2., "Implementation," and Section 506.4.3., "General," are voided and replaced by the following:

4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation.**

4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

- 4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice as approved.
- 4.3.3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained as approved.
- 4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only in approved contained areas. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

Section 506.4.4., "Installation, Maintenance, and Removal Work." The first paragraph is voided and replaced by the following.

Perform work in accordance with the SWP3, and according to the manufacturers' guidelines. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

Section 506.4.5., "Monitoring and Documentation," is voided and not replaced.

Section 506.6.5.2., "Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures," is voided and replaced by the following:

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines, where deemed necessary, to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractor's responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

All material testing to be performed by Owner's independent testing laboratory. All testing to be performed when according to the Contractor, the Item is ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final pay request.

ITEM 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise shown on the plans or directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present

within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 251 REWORKING BASE COURSES

Proof roll the roadbed in accordance with Item 216, "Proof Rolling." Correct soft spots as directed.

Two (2) percent lime or Portland Cement (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260 or Item 275 or 276.

The percent of density as determined by Compaction Ratio (ASTM D 698) for the salvaged Flexible Base shall be a minimum of 98% at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 251, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the adjacent properties or the traveling public with asphaltic material.

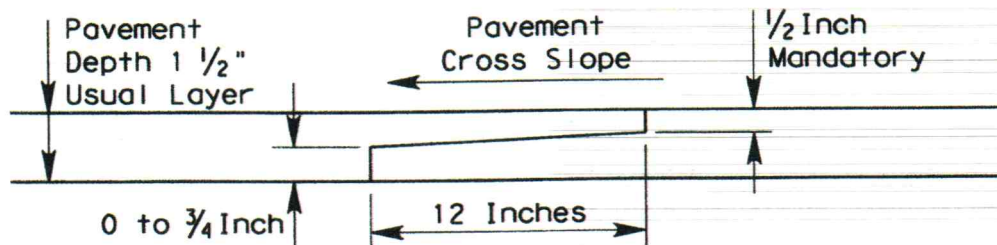
All existing base areas within the project limits shall be primed, including intersections, driveways and turnouts and radii, at the rate of 0.3 gal/sy.

ITEM 340: DENSE-GRADED HOT-MIX ASPHALT

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

This project will require the following minimum surface aggregate Classifications: B

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum 1/2-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 340.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the TxDOT's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Engineer may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

ITEM 421: HYDRAULIC CEMENT CONCRETE

Provide sulfate resistant concrete when sulfate concentrations in soil are greater than 1000ppm and when sulfate concentrations in water are greater than 500ppm.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands, driveways, sidewalks, riprap, and safety end treatments.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

The Contractor shall replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. The Contractor shall first obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

The Contractor shall relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

Sequence of Construction:

All concrete curb and gutter and concrete gutter will be constructed prior to commencement of the reconstruction of the street pavements.

In order to allow for traffic circulation during construction, only one street will be worked on at a time and will be reconstructed, to the finished flexible base stage. The

contractor shall communicate with the local property owners either verbally or by use of leaflets or letters to keep them informed as to when the street immediately in front of their property is being worked on. The sequence in which the different streets are closed is left to the contractor.

Prior to closing each street, the Contractor shall submit a detailed traffic control plan, signed and sealed by a Registered Professional Engineer, showing proposed signs, barricades, and other devices, as necessary, to be used, that allows for circulation of traffic, and that meets the requirements of the latest Texas Manual of Uniform Traffic Control Devices, to the Engineer for approval. The responsibility for the traffic control plan shall be the Contractor's and the Contractor's Engineer.

Access to residents adjacent to the ongoing construction, shall be provided at all times. The Contractor shall coordinate the closure of driveways with the school administrators and residents adjacent to the project.

ITEM 529. CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

09 PROPOSAL PACKAGE

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 03-14-2024

Proposal of Foremost Paving, Inc., a
corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as Foremost Paving, Inc.

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Proejct

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid 388,056.30
(\$ 388,056.30)

Total Base Bid + Add Alternate No. 1 N/A
(\$ N/A)

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.

BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	3.75	39,086.25
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	5.85	60,974.55
260	Lime (Ty A or B)	TON	236	305.00	71,980.00
310	Prime Coat (MC-30)	GAL	3,127	6.50	20,325.50
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	145.00	124,990.00
502	Barricades, Signs & Traffic Handling	MO	1	16,000.00	16,000.00
506	Construction Exit (Install)	SY	77	20.00	1,540.00
506	Construction Exit (Remove)	SY	77	10.00	770.00
506	Erosion Control Logs (Install)	LF	28	25.00	700.00
506	Erosion Control Logs (Remove)	LF	28	5.00	140.00
529	Concrete Curb & Gutter (18-in)	LF	419	50.00	20,950.00
529	Concrete Gutter (24-in)	LF	360	85.00	30,600.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ 388,056.30

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials, The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within **30 calendar days** from the date designated by a Notice to Proceed.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):

1. CB
2. CB
3. CB
4. CB
5. _____
6. _____

Respectfully Submitted:

Name: EE Forshage III

By: EE Forshage III
(Signature)

Address: PO Box 29
(P.O. Box) (Street)

Weslaco, Texas 78599
(City) (State) (Zip)

Telephone: 956-316-8900

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

10 **SPECIAL CONDITIONS OF THE AGREEMENT**

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days notice in writing of such change or cancellation.

- (1) **Workman's Compensation Insurance** as required by laws and regulations applicable to and covering employees of **CONTRACTOR** engaged in the performance of the work under this agreement.
- (2) **Employer's Liability Insurance** protecting **CONTRACTOR** against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master/servant relationship with a limit of not less than \$1,000,000.
- (3) **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 each Person, \$1,000,000 each occurrence/aggregate; Property Damage \$1,000,000 each occurrence/aggregate.
- (4) **Automobile Liability Insurance** including non-owned and hired vehicle coverage with limits of liability of not less than: Bodily Injury \$1,000,000 each Person, \$1,000,000 each occurrence; Property Damage \$1,000,000 each occurrence.

- (5) **Excess Liability Insurance** Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.

- (6) **Builder's "All-Risk Insurance"** protecting the respective interest of Company and **CONTRACTOR** and its "Field Sub-contractors" covering loss or damage during the course of construction of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

Foremost Paving, Inc. COMMERCIAL DIVISION Current Contract List (Partial)

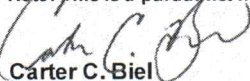
Foremost Paving, Inc. HEAVY HIGHWAY DIVISION Current Contract List (Partial)

Job Description Updated as of:	Total Original Contract Amount 7/25/2022	Status	Job Description Updated as of:	Total Original Contract Amount 7/25/2022	Status
QH Las Encinitas Phase II	\$1,496,885.00	Complete	TxDOT Cameron US281 Carricitos	\$9,912,478.75	Complete
QH Northwood Trails Block I	\$685,360.00	Complete	TxDOT Willacy US 77 Yturria North	\$16,552,890.34	Complete
QH Eldorado at 1000 Oaks Phase I-III	\$2,129,590.00	In Progress	TxDOT BROOKS US 281 Falfurrias	\$17,843,439.20	Complete
MH Pueblo de Palmas No 26	\$599,967.50	Complete	DHS SLS RGV-03 Border Wall Missio	\$76,348,411.56	In Progress
QH Valley Ranch Subdivision No 2	\$339,930.00	Complete	DHS SLS RGV-02 Border Wall Donna	\$76,500,252.41	In Progress
SpaceX Esperson Road	\$200,390.50	Complete	TxDOT Hidalgo IH2 Rehab	\$3,020,777.57	Complete
MH Aqualina at Tres Lagos	\$376,263.50	Complete	TxDOT Hidalgo SH107 6 Lane Divided	\$21,293,891.17	In Progress
MH Tres Lagos Cascadas Phase II	\$640,019.65	Complete	TxDOT Hidalgo US83 LaJoya Rehab	\$7,738,636.80	Complete
Owassa Springs Paving	\$57,950.00	Complete	2018 Road and Truck Queuing Area	\$7,898,056.90	Complete
SpaceX RCP and Headwalls	\$111,834.00	Complete	TxDOT Brooks SH285 MLOL	\$11,469,825.73	Complete
QH Whalen Springs Phase 2 HMA	\$98,875.00	Complete	TxDOT Cameron US281 MLOL	\$3,823,479.45	Complete
McCoys Corpus Christi	\$223,328.73	Complete	Acciona La Chalupa Wind Farm	\$10,407,267.07	Complete
MH Atwood Village Paving	\$1,362,001.20	Complete	TxDOT Hidalgo SH107 Edcouch	\$11,113,271.09	Complete
MH Cesar Chavez Extension	\$301,287.90	Complete	TxDOT Cameron FM1847	\$21,378,528.05	Complete
MH Pueblo de Palmas #24	\$482,606.45	Complete	TxDOT Hidalgo SH495 MLOL	\$9,962,598.42	Complete
MH Pueblo de Palmas #25	\$986,448.50	Complete	BND South Port Connector	\$25,615,348.60	Complete
RD Border Town Phase 3	\$844,286.65	Complete	TxDOT ACC Pharr POE Paving	\$649,406.00	Complete
QHA San Rafael No 2	\$502,624.87	Complete	NGC Earthwork	\$90,000.00	Complete
St Peter and St Paul Episcopal Church	\$48,078.00	Complete	VIA Runway 13-31 Pavement Rehab	\$3,453,132.00	Complete
McCoys - Alice Concrete Pavement	\$458,510.00	Complete	TxDOT Cameron FM 1732	\$6,785,076.95	In Progress
Ashland Memorial Cemetery	\$67,572.00	Complete	Praxair CTB Install	\$50,569.53	Complete
CCRMA Isla Blanca Park	\$574,800.00	Complete	LG Donna POE Prime	\$17,043.00	Complete
McCoys - Pharr	\$37,500.00	Complete	TxDOT ACC IH2 McColl Road	\$3,501,440.07	Complete
MH Texas Heights	\$1,132,574.40	In Progress	TxDOT Hidalgo FM88 MLOL	\$7,282,035.95	Complete
MH Villas West Subdivision	\$868,197.20	In Progress	Space X Emergency Repairs	\$299,600.00	Complete
McAllen Youth Baseball Complex Par	\$529,865.00	In Progress	TxDOT Cameron BU0077X MLOL	\$3,060,240.89	Complete
QH La Hacienda	\$461,970.00	In Progress	SpaceX SH4 Scope 2A	\$923,626.75	Complete
MH Paso Real Coves Phase 1	\$541,838.00	In Progress	OG MIA Access Road Paving	\$306,100.00	Complete
SpaceX B4 Parking Lot	\$239,512.00	Complete	TxDOT Willacy FM1018	\$16,343,238.70	In Progress
MH Minnesota Estates	\$475,023.75	In Progress	Texas SAI Cameron IH2 Mill SMA-D	\$539,616.40	Complete
The Shores - Island #2 Improvements	\$218,950.00	In Progress	Brownsville CCRMA West Rail Trail	\$8,984,833.25	In Progress
SpaceX Parking Lot 115 x 55	\$33,269.50	Complete	SpaceX SH4 Reconstruction 1700 LF	\$904,992.50	Complete
CAMP University Park Lot	\$47,360.00	Complete	SpaceX SH4 Reconstruction 8400 LF	\$4,581,312.00	Complete
Presidio Plaza Overlay	\$71,777.00	Complete	TxDOT Cameron CS South Parallel	\$9,512,089.36	In Progress
RD El Pinto Estates Phase 2	\$314,990.00	In Progress	RT Ellis Sunoco LP - Paving	\$377,792.90	Complete
MH The Woodlands	\$1,339,870.20	In Progress	SWVC RGV-04 Seal Coat	\$34,597.50	Complete
El Coyote Ranch Crack Repairs	\$31,920.00	Complete	TxDOT Hidalgo IH0002 PH	\$5,604,814.09	In Progress
Vista Ridge Phase VIII Berm	\$29,725.80	In Progress	SpaceX San Martin Blvd Mill Overlay	\$119,754.60	Complete
RD Milanos Estates Phase 1	\$505,585.00	In Progress	SpaceX Helipad Parking Lot	\$59,470.00	Complete
Wonderful Citrus Ranch Road	\$57,170.00	Complete	TxDOT Hidalgo FM 907	\$5,127,397.90	In Progress
La Feria Streets 2022 Improvements	\$2,185,393.90	In Progress			
RD El Pinto Estates Phase 3	\$414,250.00	In Progress			

Division Total: \$22,125,351.20

Division Total: \$409,487,333.45

Note: This is a partial list intended to demonstrate size, scope and variety of completed and current contracts held by Foremost Paving, Inc.


Carter C. Biel

Estimator
Foremost Paving, Inc.

7/25/2022

PHYSICAL ADDRESS:
22630 N. FM 88
ELSA, TEXAS 78543

PHONE: 956-316-8900
FAX: 956-316-8901



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

Foremost Paving, Inc. Commercial Division

References List

OWNERS & GENERAL CONTRACTORS

Texas Department of Transportation

PO Box 1717

Pharr, TX. 78577-1717

Toribio Garza, P.E. District Engineer

956-702-6100

Acciona Energy USA Global, LLC

55 E Monroe Street, Suite 1925

Chicago, Illinois 60603

Kim Smith

312-673-3097

D. Wilson Construction

1207 E. Pecan

McAllen, Texas 78501

Bill Wilson

956-686-9573

ENGINEERING FIRMS

Quintanilla, Headley & Associates, Inc.

124 E Stubbs

Edinburg, Texas 78539

Alphonso Quintanilla, P.E.

956-381-6480

Brown & Associates Consulting Engineers

915 Morgan Blvd.

Harlingen, Texas 78551

956-428-4014

Melden & Hunt

115 West McIntyre Street

Edinburg, Texas 78539

Fred Kurth, P.E.

956-381-0981

DEVELOPERS & PRIVATE OWNERS

Rhodes Enterprises Inc.

200 S. 10th Street Ste. 1400

McAllen, Texas 78501

Mike Rhodes

956-287-2800

Pueblo de Palmas, Inc.

3505 E FM 2812

Edinburg, Texas 78542

Gary Frisby

956-383-3222

Land Co.

2614 W Freddy Gonzalez Dr.

Edinburg, Texas 78539

Jack McClelland

956-318-0956

Red Rock Development

4751 s. Jackson Road

Edinburg, Texas 78539

Manuel Cantu Jr.

956-821-8180

CWL Limited by: Three LLC

506 East Canton Road

Edinburg, Texas 78539

Forrest Runnels

956-383-7032

7/25/2022

PHYSICAL ADDRESS:

22630 N. FM 88

ELSA, TEXAS 78543

PHONE: 956-316-8900

FAX: 956-316-8901



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RDH Site and Concrete, LLC
3809 Clavel Street, Suite D
Palmview, TX 78572

OWNER:

(Name, legal status and address)

City of San Juan
512 S. Nebraska Ave.
San Juan, TX 78589

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East - P.O. Box 5241
Princeton, NJ 08543

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 - Tierra De Palmas Street Rehabilitation
RFB No.: 20-009-03-14

Project Number, if any:

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 14th day of March, 2024

(Witness)

(Witness) Kim Alia

RDH Site and Concrete, LLC

(Principal)

(Title)

American Alternative Insurance Corporation

(Surety)

(Title)

Russ Frenzel, Attorney-in-Fact

(Seal)

(Seal)

Init.

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KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of March, 2024.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera

Ignacio Rivera (Sep 24, 2021 16:05 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

p0060014688@munichre.com

or

Mail to: Munich Re Specialty Insurance
330 Madison Avenue, 12th Floor
New York, NY 10017
Attn: Surety Bond Claims

09 PROPOSAL PACKAGE

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 03/25/2024

Proposal of RDH Site and Concrete, LLC, a
corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as RDH Site and Concrete, LLC.

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Project

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid Four Hundred Ten Thousand Four Hundred Twenty-eight Dollars and Zero Cents.

(\$ 410,428.000)

Total Base Bid + Add Alternate No. 1 N/A

(\$ N/A)

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.

BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	14.00	145,922.00
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	4.00	41,692.00
260	Lime (Ty A or B)	TON	236	287.50	64,850.00
310	Prime Coat (MC-30)	GAL	3,127	7.00	21,889.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	115.00	99,130.00
502	Barricades, Signs & Traffic Handling	MO	1	4,500.00	4,500.00
506	Construction Exit (Install)	SY	77	45.00	3,465.00
506	Construction Exit (Remove)	SY	77	45.00	3,465.00
506	Erosion Control Logs (Install)	LF	28	35.00	980.00
506	Erosion Control Logs (Remove)	LF	28	35.00	980.00
529	Concrete Curb & Gutter (18-in)	LF	419	25.00	10,475.00
529	Concrete Gutter (24-in)	LF	360	28.00	10,080.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ 410,228.00

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials, The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within **30 calendar days** from the date designated by a Notice to Proceed.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):

1. Addendum No. 1 03/05/2024
2. Addendum No. 2 03/13/2024
3. Addendum No. 3 03/13/2024
4. Addendum No. 4 03/14/2024
5. _____
6. _____

Respectfully Submitted:

Name: Teresa Puente

By: 
(Signature)

Address: 3809 Clavel St. Suite D
(P.O. Box) (Street)

Palmview Texas 78572
(City) (State) (Zip)

Telephone: 956-279-0494

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, Teresa Puente,  acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

03/25/2024
Date



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3

/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024

Signature of Respondent

03/25/2024

Date

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, Teresa Puente, acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024. 

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 03/25/2024

Bidder (Legal Name of Firm): RDH Site and Concrete, LLC

Date Organized: 2011

Address : 3809 Clavel St. Suite D

: Palmview, Texas 78572

Date Incorporated 2014

Federal ID Number: 46-5377221

Number of Years in contracting business under present name 13 Years

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
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<u>*See Attachment Exhibit A & B*</u>		
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Type of work performed by your company:	<u>Heavy Civil Construction, Underground Utilities, Drainage, Sewer, Concrete, Asphalt, Road Repairs</u>
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Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

MANAGERS (2) EQUIPMENT OPERATORS (8) COMMON LABORS (10) PROFESSIONALS (4)

CONCRETE LABOR (6) PLUMERS (4)

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
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See Attachment Exhibit A & B

Major equipment available for this contract: *See Schedule C*

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 501 N. Shary Rd. Contact Name: Mrs. Gloria Rios

City & State: Mission, Texas Zip: 78572 Phone Number: 956-997-0040

Credit available: \$ 200K

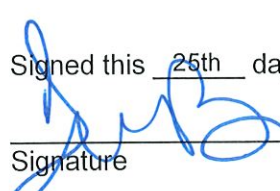
Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 25th day of March, 2024


Signature

Teresa Puente
Printed Name and Title

RDH Site and Concrete, LLC
Company Name

Notary Statement:

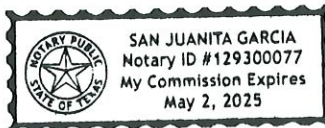
Teresa Puente, being duly sworn, says that he/she is the
Controller of RDH Site and Concrete, LLC (Firm Name), and hereby swears that
the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby
authorizes and requests any person, firm, or corporation to furnish any information requested by the City of
Santa Rosa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 25th day of March, 2024.

Notary Public

SAN JUANITA GARCIA
Signature

SAN JUANITA GARCIA
Printed Name



My Commission Expires: MAY 02, 2025

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

07 NON-COLUSSION AFFIDAVIT

Non-Collusion Affidavit of Prime Bidder

State of Texas §
 §
County of Hidalgo §

Teresa Puente, being first duly sworn, deposes and says that:

(1) He is Controller,
of RDH Site and Concrete, LLC the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

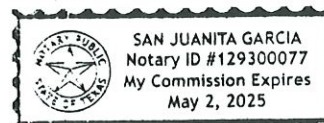
[Signature]
(Signed)

Controller
(Title)

Subscribed and sworn to before me this

25th day of March, 2024

SAN JUANITA GARCIA
(Title)



My Commission expires: MAY 02, 2025



EXHIBIT A & B

PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
2017									
Goole Road Paving Improvements	Hidalgo County Precinct No. 1	2802 S. Business Hwy. 281 Edinburg, Tx 78539	956-968-8733	C-16-277-08-09	\$ 1,097,337.27	LeFevre Engineering & Management Consulting, LLC.	956-687-5363	100%	Complete
City of Westlaco Waterline Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	5015-80-0310-5000-8000-UC	\$ 277,270.50	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
Discount Auto Parts	N/A	N/A	956-534-1447	N/A	\$ 6,640.00	N/A	956-782-2557	100%	Complete
N. 17th Street Paving Improvements	City of Donna	307 S. 12th St. Donna, Tx 78537	956-464-3314	2016-001	\$ 358,977.85	R. Gutierrez Engineering Corporation	956-668-1588	100%	Complete
Perkins Avenue 11st - 15st Drainage Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-128-03-02	\$ 592,070.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2017 Sidewalk & Bus. Stop Improvements	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	0317c20233	\$ 296,140.00	City of McAllen	956-681-1130	100%	Complete
Valley View ISD	City of Hidalgo	704 Ramon Ayala Dr. Hidalgo, Tx	956-843-2286	N/A	\$ 49,000.00	N/A	N/A	100%	Complete
City of Mission Year 2017 St. Paving Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-140-03-23	\$ 549,620.00	City of Mission	956-580-8650	100%	Complete
City of Elsa Street Improvements E. Ciro Cacers St. Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	5016-25-0311-5000-2500-uc	\$ 102,732.00	N/A	N/A	100%	Complete
Nebraska & 1st Sidewalks	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200					100%	Complete
Idela Parking Lot Renovations	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	09-17-IPQ52-485	\$ 29,993.50	City of McAllen	956-681-1150	100%	Complete
					\$ 3,359,781.12				
2018									
Nebraska Ave., Cesar Chavez East 1, 320 Paving Improvements	City of Alamo	420 N. Tower Rd. Alamo, Tx 78516	956-787-0006	2017	\$ 252,316.00	Quintanilla, Headley & Associates	956-381-6480	100%	Complete
City of San Perlita Street Improvements	City of San Perlita	14168 7th Street, San Perlita, Tx 78590	956-248-5725	7216401	\$ 145,342.25	Fulcrum Consulting Services	956-797-3411	100%	Complete
First Time Sewer and Home Yardline Connections Project	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	10441	\$ 1,433,301.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
2018 Street Improvements Kika De La Garza	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-130-02-07	\$ 458,040.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2012 Disaster Relief Drainage Improvements - Phase 2	Brooks County	625 N St. Mary's St. Falfurrias, Tx. 78355	361-325-2420	13-193-000-7332	\$ 59,059.50	LNV Engineers	361-883-1984	100%	Complete
Young Lateral Ditch Re-Grading & Hand Road Drainage Project	Town of Combes	21626 Hand Road Combes, Texas 78535	956-425-7131	DRS210031	\$ 87,175.00	R.E. Garcia Associates	956-381-1061	100%	Complete
McIntyre Railroad Pedestrian Crossing	City of Edinburg	415 W. University Dr. Edinburg, Tx 78541	956-388-8211	2018-19	\$ 45,626.00	City of Edinburg	956-388-8204	100%	Complete
Paving & Drainage Improvements at the intersection of FM 802 & Dana Rd	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	FDI-42-0618	\$ 130,913.00	Plagar Engineering, LLC	956-550-9939	100%	Complete
Road & Drainage Construction of El Flaco Chiquito Subdivision	Hidalgo County Precinct No. 3	1902 Joe Stephens Ave. Ste. 101 Weslaco, Tx 78599	956-968-8733	CAP-18-168-06-27-YSS	\$ 127,267.50	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
North Ave. Street & Drainage Improvements Project	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P212	\$ 35,388.00	LeFevre Engineering & Management Consulting, LLC.	956-687-5363	100%	Complete
CDBG Street Improvements (Overlay) Project	City of Harlingen	118 Tyler Ave. Harlingen, Tx 78550	956-216-5000	2018-08	\$ 324,299.00	City of Harlingen	956-216-5000	100%	Complete
Ann Marie Drive / Marinet Line Paving Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-260-08-02	\$ 463,540.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
					\$ 4,088,133.25				
2019									
Cameron County CEDAP Home Yardline Connections Project	Cameron County	1100 Monroe St. Brownsville, Tx 78520	956-544-0871	180802	\$ 262,150.00	Brownsville PUB	956 544-0871	100%	Complete
E. Harding Ave.	City of Alton	509 S. Alton Blvd. Alton, Tx 78573	956-432-0760	P221	\$ 129,628.90	LeFevre Engineering & Management Consulting, LLC.	956-687-5362	100%	Complete
2019 Mercedes Bond Improvements Street Pavement Package 2	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P105-038	\$ 1,169,216.50	LeFevre Engineering & Management Consulting, LLC.	956-687-5362	100%	Complete
Street Pavement Improvements at Plaza El Mago Drive	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	PEM-07-1219	\$ 84,837.00	City of Brownsville	956-548-6000	100%	Complete
W. Zaragoza Drive and S. Sugar Road Concrete Paving Improvements	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1819-86-510-C010-202	\$ 642,100.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Willacy County Relief Channel Overflow Structure Improvements	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	C-HCDD1-19-054-07-30	\$ 70,300.00	Hidalgo County Drainage District 1	956-292-7080	100%	Complete
Kennedy Avenue Drainage Improvements (HMGP DR-4245-010)	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	07-19-C32-323	\$ 669,506.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Lyons Subdivision Sanitary Sewer Improvements	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P224-008	\$ 641,160.25	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
					\$ 3,406,748.65				
2020									
Northside Drainage Improvements	City of Edinburg	415 W. University Drive. Edinburg, Tx 78539	956-388-8211	RFB # 2020-07	\$ 1,480,775.50	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Kennedy Roadway and Drainage Improvements	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	11-19-C04-64	\$ 1,522,181.50	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Ridge Road Sanitary Sewer Line Improvements (Hike & Bike Phase II Utility Relocation)	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1920-61-583-C004-289	\$ 332,830.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2018 Bond-Group D Drainage Improvement Projects D1	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	02-20-C12-344	\$ 679,820.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Schunior Drainage Ditch Crossing Replacement	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	\$ 341,227.45	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2018 Bond-Group C Drainage Improvement Projects C1,C3,C4	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	02-20-C11-361	\$ 1,287,162.52	City of McAllen, Engineering Department	956-681-1130	100%	Complete
					\$ 5,643,996.97				
2021									
Municipal Park Sanitary Sewer Extension	City of Edinburg	415 W. University Drive. Edinburg, Tx 78539	956-388-8211	N/A	\$ 154,267.00	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	20L0058	\$ 396,717.75	Hanson Profesional Services	956-541-1155	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	20L0058	\$ 396,717.75	Hanson Profesional Services	956-541-1155	100%	Complete
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2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	20L0058	\$ 396,717.75	Hanson Profesional Services	956-541-1155	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	20L0058	\$ 396,717.75	Hanson Profesional Services	956-541-1155	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	20L0058	\$ 396,717.75	Hanson Profesional Services	956-541-1155	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22893 Stuart Place Rd. Harlingen, Tx 785							

ROGELIO (ROY) DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-335-8200

roy@rdhcompany.com

School

Diploma
Valley View ISD
2000

Certificate

Blueprint Reading
Associated of General Contractors
2012

Skills & Abilities

Concrete Finisher
American Concrete Institute
2013

- Overseen all activities and functions assigned to the construction project from start to finish
- Experience with small to large scale Government Projects
- Solid knowledge of construction Earthwork, Underground Utilities, Drainage, Concrete, Road and Highway Improvement
- Familiarity with federal, state, and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specifications
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Supervised construction and reviewed construction schedule and guided the Engineer/Owner on delaying conditions
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

Owner/President
RDH Site and Concrete, LLC
2011 – Present

Superintendent
Manuel's Concrete
1999 – 2011

As-built drawings preparation, employee management, material estimating, safety plan monitoring, vendor relations, traffic control, construction meeting, OSHA regulations, daily reports, and etc.

DIANALY DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-784-1366

dianaly@rdhcompany.com

School

Diploma
La Joya High School
2003

Certificate

Blueprint Reading
Associated of General Contractors
2012

Skills & Abilities

- Experience with small to large scale Government Project
- Solid knowledge of construction Earthwork Underground Utilities, Drainage, Concrete, Road, and Highway Improvements
- Familiar with federal, state and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specification
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation
- Estimating

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

General Manager
RDH Site and Concrete, LLC
2011 – Present

Lead Teller
International Bank
2004 – 2007
Lead Teller, Cash Handling, Employee management, Timesheets, Money Exchange, and etc.

TERESA (TERI) PUENTE

OBJECTIVE Seek a position that will provide career growth. Allowing me to demonstrate my abilities and experience for the mutual benefit of the employer, as well as for myself.

SKILLS Computer literate – Microsoft Office, Word, Excel, PowerPoint, and QuickBooks
Office equipment – Calculator, Fax, Copier, and Scanner

WORK HISTORY

CONTROLLER RDH SITE AND CONCRETE, PALMVIEW, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Nov 2019 - Present

ACCOUNTING MANAGER TEXAS CORDIA CONSTRUCTION, EDINBURG, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Feb 2018- June 2019

ACCOUNTS PAYABLE, CONTROLLER AND PLANT MANAGER, CAPA, MISSION, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Rio Valley Pipe and All Valley Trucing. Was promoted in Dec 2011 to Controller of Rio Valley Pipe and All Valley Trucking, in May 2012 I took over Magic Valley Concrete. I oversee the accounting and production department of these companies. I have also assisted is the marketing of the company. In 2015 I stepped into assisting with pipe plant a shortly afterward I was given the responsibility to take over as plant manager.

Sept 2010 – Jan2018

ADMINISTRATIVE ASSISTANCE, KEY ENERGY SERVICE, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, Purchases Order, and Human Resource for this location before mailing to corporate office.

Oct 2008 – Apr 2009

FINANCE MANAGER, ABC DURABLE MEDICAL EQUIPMENT, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, and Human Resource. Cleaned up the accounts department that was un-appropriate attended too. I handle the company's quarterly tax report. I attended 3 seminars on Human Resources Labor Law and Hour wages

Nov 2007 – May 2008

ACCOUNTS PAYABLE AND PURCHASING, MOVAC SERVICE, MCALLEN, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Mo-Vac, Mo-Vac Environmental, Mo-Vac Material, Andair, Mo-Vac of Alice (wish was spilt up in 2006), and Clementson, Inc.(was spilt up 2004). I also manage the owner's personal Ranch account through QuickBooks. I reconcile the credit card bills and fleet cards. The disposal and water invoices to verify if they were billed to ours customers. Complete EOM reports, GL entries, and balance to vendors accounts. Took care of the yearly renewal and permits for the company's vehicles.

July 2000 – Oct 2007

ACCOUNTS PAYABLE AND PURCHASING, ALLEN INDUSTRIAL, MISSION, TX

I start off as the A/P clerk, and was promoted to their Purchasing Agent after 2 years of working for them. As A/P clerk I dealt with the everyday entering and paying of bills. I verified that the P.O. matched the invoices. I was then promoted to Purchasing Agent where I handle the order for stock order for the company store. Dealing with vendors in negotiating the best deal for the company.

Sept 1995 – Jan 1998

ACCOUNTS RECEIVABLE, PHILLIPS PROPERTIES, MCALLEN, TX

Handle their A/R accounts from daily collection calls to taken payments, balanced the account to weekly aging. Worked on the End of the Month reports. I handle the daily deposit from payments received from customer from the fleet accounts, consignment account and collected the stores from the company convenience stores.

Oct 1991 – July 1994

EDUCATION

BA BUSINESS ADMINISTRATION WITH EMPHASIS IN MANAGEMENT,
TARKIO COLLEGE, TARKIO, MO 1991

REFERENCES

ROY CHAPA

TEXAS CORDIA CONSTRUCTION, Project and Safety
361-701-1921

SAUL MUNOZ

B2Z Engineering, Engineer
956-650-9114

DORIAN MADRIGAL

CAPA, Sale Manager
956-239-1179



SCHEDULE C
LIST OF MAJOR EQUIPMENT

HEAVY MACHINERY	MODEL YEAR	CONDITION	AMOUNT OF INSIRANCE
TR 575 Heated Asphalt Distributor	N/A	GOOD	\$ 23,325.00
Hyster Pneumatic Roller	1987	GOOD	\$ 12,000.00
Kenco Smooth Drum Roller	1997	GOOD	\$ 3,650.00
2008 Cat Tracked Excavator 320D	2003	GOOD	\$ 55,790.00
Dynapac Padfoot CA121PD	2005	GOOD	\$ 13,155.00
JD Motorgrader 770D	2005	GOOD	\$ 65,810.00
Komatsu Excavator PC300LC	2005	GOOD	\$ 42,553.00
Ingersoll-Vibr Dbl Drum	2007	GOOD	\$ 36,805.00
John Deere Loader 544J	2007	GOOD	\$ 65,000.00
Cat Paver	2009	GOOD	\$ 61,703.00
JD Wheel Loader 624K	2009	GOOD	\$ 59,801.00
John Deere Backhoe 310J	2010	GOOD	\$ 43,300.00
John Deere Excavator 350D	2010	GOOD	\$ 51,881.00
12 Komatsu Excavator PC200LC	2012	GOOD	\$ 50,783.00
JD Loader/Backhoe 4x4 310K	2013	GOOD	\$ 29,619.00
S510 Bobcat Skid Steer	2013	GOOD	\$ 18,000.00
JD Loader/Backho 4x4 310EK	2014	GOOD	\$ 31,897.00
HM 16' WELDING TRAILER	2020	GOOD	\$ 15,000.00
12" Dewatering Pump Equipment	N/A	GOOD	\$ 30,000.00
Carlson Asphalt Elev. WP810	N/A	GOOD	\$ 37,399.00
Concrete Hydraulic Screed	N/A	GOOD	\$ 11,355.00
Crack Seal Machine	N/A	GOOD	\$ 1,675.00
Hydroseeding Machine	N/A	GOOD	\$ 4,503.00
John Deere AG Tractor-4230	N/A	GOOD	\$ 26,886.00
Lay-Mar Sweeper 3 Tire	N/A	GOOD	\$ 5,676.00
MC-30 STORAGE TANK	N/A	GOOD	\$ 5,500.00
Pipe Lazer	N/A	GOOD	\$ 6,235.00
Set 2 Light Towers Magnum 4060	N/A	GOOD	\$ 3,268.00
Trench Boxes	N/A	GOOD	\$ 6,800.00
Utility Bore Hammerhead	N/A	GOOD	\$ 6,471.00
Yanmar Mini Excavator	N/A	GOOD	\$ 14,000.00
6" x 600 ft. wellpoint system	N/A	GOOD	\$ 51,339.00
1999 JT 1720 Ditch Witch Boring Machine	1999	GOOD	\$ 30,000.00
03 New Holland Mtrgrdr RG170	2003	GOOD	\$ 50,000.00
1998 JD Excavtor 200LC	1998	GOOD	\$ 58,000.00
2012 Kobelco SK-350-9 Tracked Excavator	2012	GOOD	\$ 28,750.00
1998 Halla HE360 LCH Excavator	1998	GOOD	\$ 12,660.00
Further Machinery Upon Request			

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: (Name, legal status and address)

Carrillo Contractors, LLC
P.O. Box 9
Weslaco, TX 78599

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 Ave,
San Juan, TX 78589

BOND AMOUNT: 5% Greatest Amount

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

RFB No. 24-009-03-14 TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

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 21st day of March, 2024.

Carrillo Contractors, LLC

(Principal)
Gabriel Carrillo, President
(Title)

(Seal)

(Witness)

NGM Insurance Company

(Surety)

Dillon Minns
(Title)

(Seal)

Attorney-in-Fact

(Witness)



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB NO. 24-009-03-14**, as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **MARCH 7, 2024**, so that they may receive any addendums to the specifications should the need arise.

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

466 K

Bidder: Carrillo Contractors, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)]

Contact Name: Gabriel Carrillo - G.M.
[Please print or type name] [Title]

Address: P.O. Box 9, Weslaco, TX 78599
[Mailing]

120 S. Westgate, Weslaco, TX 78596
[Street, if different]

Telephone: 956-322-9777
[Print or type telephone number]

Fax: —
[Print or type telephone number]

Email: gabriel@CarrilloContractors.com
[Print or type]

07 NON-COLUSSION AFFIDAVIT

Non-Collusion Affidavit of Prime Bidder

State of Texas

§
§
§

County of Hidalgo

Cecilia Carrillo, being first duly sworn, deposes and says that:

(1) He is managing member
of Carrillo Contractors the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

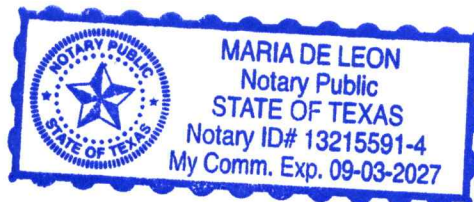
Cecilia Carrillo
(Signed)

Managing Member
(Title)

Subscribed and sworn to before me this

22 day of March, 2024
Mearin Pelan
Personal Banker
(Title)

My Commission expires: 09-03-2027



ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

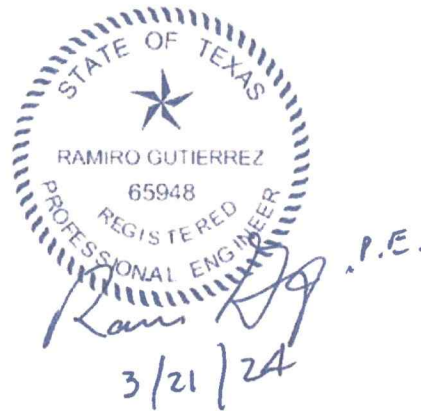
RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I, *Ramiro Gutierrez*, acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, *Lucretia Lull*, acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024.



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3

/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-24

Date



ADDENDUM NO. 2

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-24

Date

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, *Ant Cuervo*, acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

Receipt of the following addenda is acknowledged (addenda number):

1. CC
2. CC
3. CC
4. CC
5. CC
6. _____

Respectfully Submitted:

Name: Cecilia Carrillo

By: [Signature]
(Signature)

Address: PO Box 9
(P.O. Box) (Street)

Weslaco TX 78599
(City) (State) (Zip)

Telephone: 956-227-9130

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

PLEASE SUBMIT THIS ADDENDUM NO. 4 WITH YOUR SEALED BID PACKET.
BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6") +	SY	10,423	5.75	59,932.25
260	Lime Treatment (Exist ACP & Base)(6") +	SY	10,423	6.50	67,749.50
260	Lime (Ty A or B)	TON	236	340.00	80,240.00
310	Prime Coat (MC-30)	GAL	3,127	8.00	25,016.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	153.00	131,886.00
502	Barricades, Signs & Traffic Handling	MO	1	2000.00	2,000.00
506	Construction Exit (Install)	SY	77	5.00	385.00
506	Construction Exit (Remove)	SY	77	5.00	385.00
506	Erosion Control Logs (Install)	LF	28	50.00	1,400.00
506	Erosion Control Logs (Remove)	LF	28	50.00	1,400.00
529	Concrete Curb & Gutter (18-in)	LF	419	56.00	23,464.00
529	Concrete Gutter (24-in)	LF	360	65.00	23,400.00

+ ADDENDUM NUMBER FOUR (4) REVISION

TOTAL BASE BID \$ 417,257.75

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials, The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within **30 calendar days** from the date designated by a Notice to Proceed.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

09 **PROPOSAL PACKAGE**

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 3-25-24

Proposal of Carrillo Contractors LLC, a
corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as _____

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Project

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid Four Hundred Seven ten Thousand Two Hundred Fifty-Seven
(\$ 417,257.75) and Seventy-five cents

Total Base Bid + Add Alternate No. 1 _____
(\$ _____)



POWER OF ATTORNEY

06-03125831

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 Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell 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 Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, 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 Madison, Wisconsin this

21st day of March, 2024.

Andrew Rose, Vice President

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.



04 NOTICE OF INTENT TO RESPOND

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB 24-009-03-14** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **MARCH 7, 2024**, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: Palm Valley Construction LLC.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Hipolito Lopez General Contractor [Please
print or type name] [Title]

Address: 5117 S. Business Hwy 281 Edinburg TX 78539
[Mailing]

[Street, if different]

Telephone: 956-638-7043
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: palmvalleyconstructioncom@yahoo.com
[Print or type]

09 PROPOSAL PACKAGE

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: _____

Proposal of Palm Valley Construction LLC, a corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as _____

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Proejct

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid four hundred ninety four thousand seven hundred eighty Seven⁷⁰
(\$ 494,787.70)

Total Base Bid + Add Alternate No. 1 _____
(\$ _____)

BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (8")	SY	10,423	\$5.80	\$60,453.40
260	Lime Treatment (Exist ACP & Base)(8")	SY	10,423	\$9.43	\$98,288.89
260	Lime (Ty A or B)	TON	236	\$362.50	\$85,550.00
310	Prime Coat (MC-30)	GAL	3,127	\$7.25	\$22,670.75
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	\$181.25	\$156,237.50
502	Barricades, Signs & Traffic Handling	MO	1	\$14,500.00	\$14,500.00
506	Construction Exit (Install)	SY	77	\$75.33	\$5800.41
506	Construction Exit (Remove)	SY	77	\$75.33	\$5800.41
506	Erosion Control Logs (Install)	LF	28	\$207.14	\$5799.92
506	Erosion Control Logs (Remove)	LF	28	\$207.14	\$5799.92
529	Concrete Curb & Gutter (18-in)	LF	419	\$43.50	\$18,226.50
529	Concrete Gutter (24-in)	LF	360	\$43.50	\$15,660.00

TOTAL BASE BID \$ 494,787.70

Receipt of the following addenda is acknowledged (addenda number):

1. 
2. 
3. 
4. 
5. 
6. _____

Respectfully Submitted:

Name: Hipolito Lopez

By: 
(Signature)

Address: 5117 S Business Hwy 281
(P.O. Box) (Street)

Edinburg TX 78539
(City) (State) (Zip)

Telephone: 956-638-7043

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I, Hipolito Lopez, acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

Addendum No. 5

Page 1 of 1

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, Hipolito Lopez, acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024.



ADDENDUM NO. 3

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-2024

Date



ADDENDUM NO. 2

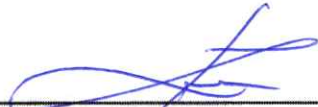
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

3-25-2024

Date

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

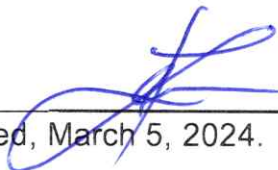
Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: 24-009-03-14

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, , acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

07 NON-COLUSSION AFFIDAVIT

Non-Collusion Affidavit of Prime Bidder

State of Texas §

County of Hidalgo §

Hipolito Lopez, being first duly sworn, deposes and says that:

(1) He is General Contractor

of Palm Valley Construction LLC the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

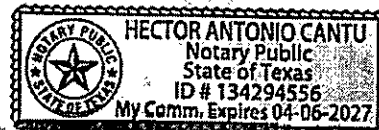
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
(Signed)
General Contractor
(Title)

Subscribed and sworn to before me this

25 day of March, 2024

[Signature]
Public Notary State TX
(Title)



My Commission expires: 4/6/27

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

GST Construction Inc
7337 E Owassa Rd
Edinburg, TX 78539

OWNER: *(Name, legal status and address)*

CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649

BOND AMOUNT: 5% Greatest Amount Bid

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

+

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

RFB NO. 24-009-03-14 TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

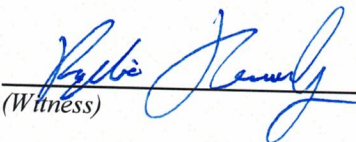
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

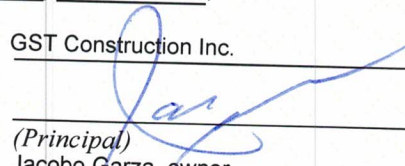
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

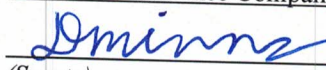
Signed and sealed this 14th day of March, 2023.

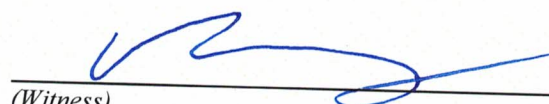
GST Construction Inc.


(Witness)


(Principal)
Jacobo Garza, owner
(Title) (Seal)

NGM Insurance Company


(Surety) (Seal)


(Witness)

Dillon Minns
(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

68-9008 03/2015

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 Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:



Lauren K. Powell

Vice President, Corporate Secretary



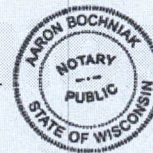
State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell 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, depose 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 Madison, Wisconsin this 24th day of August, 2023.

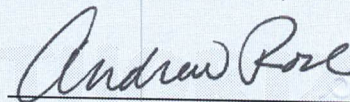


My Commission Expires May 21, 2027



I, Andrew Rose, 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 Madison, Wisconsin this
14th day of March, 2024.



Andrew Rose, Vice President

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

FORMS OF CONTRACT, BONDS, PROPOSALS, AND TECHNICAL SPECIFICATIONS

For

RFB NO. 24-009-03-14

TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

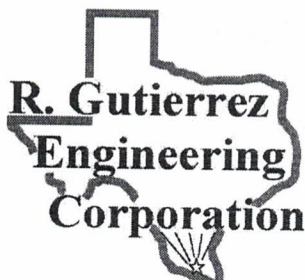
**Mario Garza
Marco "Markie" Villegas
Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Leonardo "Lenny" Sanchez
Benjamin Arjona**

**Mayor
Mayor Pro-Tem
Commissioner
Commissioner
Commissioner
City Manager**

February 28, 2024



Ramiro Gutierrez, P.E.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

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- 03 – Invitation to Bid
- 04 – Notice of Intent to Respond
- 05 – Instructions to Bidders
- 06 – Bid Bond
- 07 – Non-Collusion Affidavit
- 08 – Technical Specifications and General Notes
- 09 – Proposal Package
- 10 – Special Conditions of the Agreement
- 11 – Construction Contract
- 12– Attorney’s Review Certification
- 13– Payment Bond
- 14– Performance Bond
- 15– Maintenance Bond
- 16– General Conditions
- 17– Supplemental General Conditions
- 18– Notice of Award

03 INVITATION TO BID

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **MARCH 14, 2024, at 3:00 P.M.**, for **TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT** at which time they will be taken to the **EOC Room, 2nd Floor**, and read aloud. These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
REQUEST FOR SEALED BID for RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bid/Contract Documents, including Drawings and Technical Specifications will be on file on February 28, 2024 and may be obtained at R. Gutierrez Engineering Corporation at 130 East Park Ave., Pharr, TX. Copies of the Bid/Contract Documents may be obtained at the office of R. Gutierrez Engineering Corporation for a non-refundable deposit of **\$100.00** for each set of documents obtained.

A bid bond, in the amount of five percent (5%) of the bid, issued by an acceptable surety, shall be submitted with each bid. A certified check or bank draft payable to the City of San Juan, or negotiable U.S. Government Bonds (at par value) may be submitted in lieu of the Bid Bond.

City of San Juan reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of San Juan for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

A non-mandatory pre-bid conference will be held March 4, 2024 at 10:00 AM at the City of San Juan City Hall EOC Room, 2nd Floor, 512 S. Nebraska Avenue, San Juan, TX, to discuss the project's scope of work with the prospective bidders.

Any communication regarding this RFB is to be addressed to Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line **"TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT – RFB 24-009-03-14"**. In all emails, please include in the body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City. Proposals submitted past the aforementioned date and time will not be accepted. Proposals submitted that are not in the proper form may be rejected.

04 NOTICE OF INTENT TO RESPOND

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB 24-009-03-14** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **MARCH 7, 2024**, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: GST Connstruction Inc
 [Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Rogelio Hernandez, Project Manager [Please
print or type name] [Title]

Address: 7337 E Owassa Rd Edinburg Texas 78542
[Mailing]

[Street, if different]

Telephone: 956 212 3898
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: rogeliogst@outlook.com
[Print or type]

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05 INSTRUCTIONS TO BIDDERS

1. Submittal of Bid

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to the bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bid Date: March 14, 2024

Time: 3:00 P.M.

2. Bids shall be addressed as follows:

**REQUEST FOR SEALED PROPOSALS
TIERRA DE PALMAS SUBDIVISION STREETS
REHABILITATION PROJECT
RFB NO. 24-009-03-14
ATTN: LORI A. MALDONADO, PURCHASING AGENT
 CITY OF SAN JUAN
 512 S. NEBRASKA AVENUE
 SAN JUAN, TEXAS 78589-2649**

3. Use of Separate Bid Forms:

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed.

4. Interpretations of Addenda:

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Lori A. Maldonado, Purchasing Agent, lmaldonado@sjtx.us . Any inquiry received five or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least three days before Bids are opened. In addition, all Addenda will be mailed or telecopied to each person holding contract Documents, but it shall be the Bidder's responsibility to inquire as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. **Inspection of Site:**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract documents.

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

6. **Alternative Bids:**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications, or bid proposal package. Base bids must be provided for each **item**, even though an alternative bid item is also specified.

7. **Bids:**

- A. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these **INSTRUCTIONS TO BIDDERS**. All Bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (If required) shall be enclosed in an envelope, which shall be sealed and clearly labeled with the words "Bid Documents", name of Bidder, date and time of the Bid opening in order to guard against premature opening of the Bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration to or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

- E. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Number

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

8. **Bid Guaranty:**

- A. The Bid must be accompanied by a Bid Guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company Licensed to do business in the State of Texas. The amount of such Bid bond shall be within the maximum amount specified for such Company. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of CITY OF SAN JUAN. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract documents.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of ten percent (10%) of the original Bid, the Bid will not be considered.
- C. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

9. **Collusive Agreement:**

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

- B. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form to be provided by the Owner. Copies are available upon request.

10. Statement of Bidder's Qualifications:

Each Bidder shall submit a statement of the Bidder's qualifications, his experience record in organization and equipment available in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the owner all such information and data for this purpose as it may request.

The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

11. Sub-Contractors:

All Sub-Contractors must be approved by the Owner. A list of all proposed Sub-Contractors must be furnished to the Owner, prior to the start of construction.

12. Interpretation of Quoted Prices:

In case of difference in written words and figures in a Proposal, the amount stated in written words shall govern.

13. Unit Prices:

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead for both labor and materials so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost shall not increase or decrease the original contract award price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications.

14. **Rejection of Bids:**

Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration or words or figures, or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.

15. **Time for Receiving Bids:**

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

16. **Opening of Bids:**

The City shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

17. **Withdrawal of Bids:**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

18. **Award of Contract: Rejection of Bids**

- A. The Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do work of general construction any Bidder who does not habitually perform, with his own forces, the major portions of the work involved in construction of the improvements embraced in this Contract.

- C. Time is of the essence in this Contract and the Owner may weigh the calendar days or working days bid in award of the Contract. The calendar days or working days will be valued equal to the liquidated damages charged per day of delay.

19. **Execution of Agreement: Performance and Payment Bond**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require (not to exceed six (6) copies).
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him, in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current **Power of Attorney** for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do business in the State of Texas.
- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount of which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Local Public Agency for a refund.
- D. Full (100%) performance and payment bonds are required on all contracts in excess of \$25,000.00. The only exception is that if the contract is less than \$50,000.00, the entity may hold all payment, with no interim payments made, until final completion and presentation of lien releases from all subcontractors and suppliers, in lieu of the performance bond.

Such bonds must be issued by a corporate surety authorized to do business in the State of Texas.

20. **This project will be awarded for construction in accordance with these specifications and upon approval by the Owner.**

21. **Insurance:**

The Contractor and his sureties shall indemnify and hold harmless the Owner and all its officials, agents, and employees from all suits, action or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property, by or from said Contractor or his employee or by or in consequence of any negligence in safeguarding the work or by or on account of any claims or amounts recovered under the Workmen's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications the Contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

A. Workmen's Compensation: Statutory Requirements

B. Employer's Liability: Limit

1. Bodily Injury	\$ 1,000,000.
2. Property Damage	\$ 1,000,000.
3. Personal Injury	\$ 1,000,000.

C. Comprehensive General Liability: Each Person/Occurance - Aggregate

1. Bodily Injury	\$ 1,000,000.	-	\$ 1,000,000.
2. Property Damage	\$ 1,000,000.	-	\$ 1,000,000.

D. Automobile Liability Insurance: Each Person/Occurance

1. Bodily injury	\$ 1,000,000.	-	\$ 1,000,000.
2. Property damage			\$ 1,000,000.

This coverage is to include all cars and trucks, equipment owned, rented, hired or leased and others of non-ownership nature used by employees in and around or in connection with this Contract.

E. Excess Liability Insurance:

1. Comprehensive General Liability	\$ 1,000,000.
2. Comprehensive Automobile Liability	\$ 1,000,000.
3. Employer's Liability	\$ 1,000,000.

F. Builder's "All-Risk" Insurance: Project Requirements

22. **Certificate of Insurance:**

The successful bidder will furnish a completed Certificate of Insurance with the executed contract. This Certificate of Insurance shall include all applicable policies and their numbers. These policies will cover all subcontractors and the subcontractors' Certificate of Insurance will also be submitted covering the same amount stated above for the Contractor.

23. **In case of discrepancies or conflicts between the specifications, bid documents or contract documents, the following order of priority shall govern:**

1. Bid Documents
2. Instructions to Bidders
3. Special Instructions to Bidders
4. Supplemental General Conditions
5. Technical Specifications
6. Standard Form of Agreement
7. General Conditions of the Agreement
8. Special Conditions of the Agreement
9. Other Contract Documents

24. **The award of the low bid does not constitute award of a contract. A contract will be BINDING on both parties when executed by both parties and a purchase order is issued.**

06 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
 _____ as PRINCIPAL, AND _____, as SURETY
 are held and firmly bound unto **CITY OF SAN JUAN** hereinafter called the OWNER in the penal
 sum of _____ percent not to exceed _____ Dollars, (\$
 _____) lawful money of the United States, for the payment of which sum
 well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
 and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
 the Accompanying Bid, dated _____, 2024,

for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
 therein after the opening of the same, or if no period be specified, within thirty (30) days after
 the said opening, and shall within the period specified therefore, or if no period be specified,
 within ten (10) days after the prescribed forms are presented to him for signature, enter into a
 written Contract with the Local Public Agency in accordance with the Bid as accepted, and give
 bond with good and sufficient surety or sureties, as may be required, for the faithful performance
 and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the
 period specified, or the failure to enter in such Contract and give such bond within the time
 specified, the Principal shall pay the Owner the difference between the amount specified in said
 Bid and the amount for which the Owner may procure the required work of supplies or both, if
 the latter be in excess of the former, then the above obligation shall be void and of no effect,
 otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this is instrument under
 their several seals this _____ day of _____ 2024, the
 name and corporate seal of each corporate party being here to affixed and these present signed
 by its undersigned representative, pursuant to authority of its governing body.

 (Seal)

 (Seal)

 (Seal)

ATTEST:

BY:

Affix Corporate

ATTEST:

BY:

Affix Corporate

ATTEST:

BY:

Affix Corporate

Countersigned

BY: _____

Attorney-in Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPLE

I, _____, certify that I am the
_____, Secretary of the Corporation named as principal in the within bond; that
_____, who signed the said bond on behalf of the principal was then
_____ of Said corporation; that I know his signature, and his
signature there to is genuine; and that Said bond was duly signed, and attested to for and in
behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title _____

Power-of- Attorney for person signing for Surety Company must be attached to bond.

07 **NON-COLUSSION AFFIDAVIT**

Non-Collusion Affidavit of Prime Bidder

State of Texas §
 §
County of Hidalgo §

Jacobo Garza, being first duly sworn, deposes and says that:

(1) He is President,

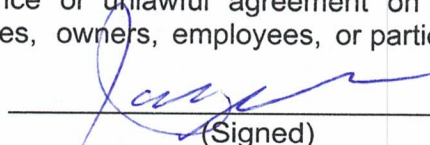
of GST Construction Inc the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



(Signed)

Jacobo Garza, President

(Title)

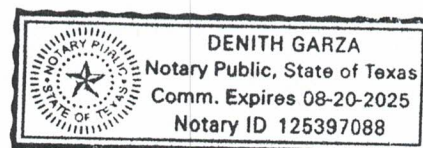
Subscribed and sworn to before me this

25 day of March, 2024



(Title)

My Commission expires: 8/20/25



09 PROPOSAL PACKAGE

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

Place: City of San Juan

Date: 05/25/2024

Proposal of GST Construction inc, a
corporation organized and existing under the laws of the State of Texas.

or

a Partnership or Individual doing business as _____.

TO: CITY OF SAN JUAN

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

Tierra de Palmas Subdivision – Streets Rehabilitation Proeject

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

Total Base Bid Five hundred sixty two thousand seven hundred fifty five dollars and fifty cents.

(\$ 562,755.50)

Total Base Bid + Add Alternate No. 1 n/a

(\$ n/a)

BID – TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

Note: The blank spaces for each item as required in the proposal shall be filled in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate, will considered an incomplete bid.

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
251	Rework Exist ACP & Base Course (6")+	SY	10,423	\$12.00	\$125,076.00
260	Lime Treatment (Exist ACP & Base)(6")+	SY	10,423	\$9.50	\$99,018.50
260	Lime (Ty A or B)	TON	236	\$340.00	\$80,240.00
310	Prime Coat (MC-30)	GAL	3,127	\$10.00	\$31,270.00
340	Hot Mix Asphalt Concrete (171#/SY)	TON	862	\$218.00	\$187,916.00
502	Barricades, Signs & Traffic Handling	MO	1	\$7,500.0	\$7,500.00
506	Construction Exit (Install)	SY	77	\$45.00	\$3,465.00
506	Construction Exit (Remove)	SY	77	\$20.00	\$1,540.00
506	Erosion Control Logs (Install)	LF	28	\$60.00	\$1,680.00
506	Erosion Control Logs (Remove)	LF	28	\$60.00	\$1,680.00
529	Concrete Curb & Gutter (18-in)	LF	419	\$30.00	\$12,570.00
529	Concrete Gutter (24-in)	LF	360	\$30.00	\$10,800.00

56' TOTAL BASE BID \$ 562,755.50

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials, The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of the CITY OF DONNA in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than four (4) counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within ~~30~~ ^{90 Days} calendar days from the date designated by a Notice to Proceed.

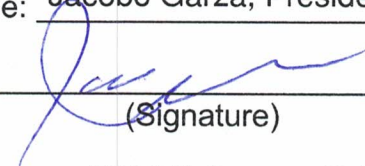
The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):

1. Acknowledged Addendum 1 56
2. Acknowledged Addendum 2 56
3. Acknowledged Addendum 3 56
4. Acknowledged Addendum 4 56
5. Acknowledged Addendum 5 56
6. _____

Respectfully Submitted:

Name: Jacobo Garza, President

By: 
(Signature)

Address: 7337 E Owassa Rd
(P.O. Box) (Street)

Edinburg Texas 78542
(City) (State) (Zip)

Telephone: 956 212 3898

NOTE: Do not detach bid from other papers.
Fill in with ink and submit complete
with attached papers.

10 **SPECIAL CONDITIONS OF THE AGREEMENT**

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days notice in writing of such change or cancellation.

- (1) **Workman's Compensation Insurance** as required by laws and regulations applicable to and covering employees of **CONTRACTOR** engaged in the performance of the work under this agreement.
- (2) **Employer's Liability Insurance** protecting **CONTRACTOR** against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master/servant relationship with a limit of not less than \$1,000,000.
- (3) **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 each Person, \$1,000,000 each occurrence/aggregate; Property Damage \$1,000,000 each occurrence/aggregate.
- (4) **Automobile Liability Insurance** including non-owned and hired vehicle coverage with limits of liability of not less than: Bodily Injury \$1,000,000 each Person, \$1,000,000 each occurrence; Property Damage \$1,000,000 each occurrence.

- (5) **Excess Liability Insurance** Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies described above, with minimum limits of \$1,000,000 excess of the specified limits.
- (6) **Builder's "All-Risk Insurance"** protecting the respective interest of Company and **CONTRACTOR** and its "Field Sub-contractors" covering loss or damage during the course of construction of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

ADDENDUM NUMBER ONE (1)

Date: **March 5, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

Sealed Bids Due: **Thursday, March 14, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to remove and replace Plan Sheets Nos. 6 and 7 with the attached Plan Sheets 6 and 7 marked "Addendum No. 1" dated 3/5/24.



I, JACOBO GARZA, acknowledge receipt of **ADDENDUM NO. 1**
dated, March 5, 2024. *03-25-24*

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.



ADDENDUM NO. 2

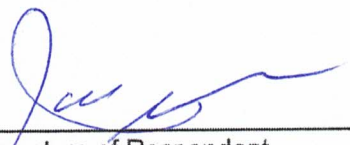
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 10:00 A.M.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

03-25-24
Date



ADDENDUM NO. 3

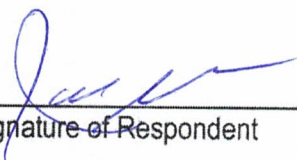
TIERRA DE PALMAS SUBDIVISION STREETS REHABILITATION PROJECT

RFB NO. 24-009-03-14

Notice is hereby given to all prospective respondents of the following:

1. Bid Receipt Date: The bid receipt date has been changed from Thursday, March 14, 2024 to **Monday, March 25, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 3
/s/Lori A. Maldonado, Purchasing Agent
March 13, 2024



Signature of Respondent

03-25-24

Date

ADDENDUM NUMBER FOUR (4)

Date: **March 14, 2022**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION PROJECT**

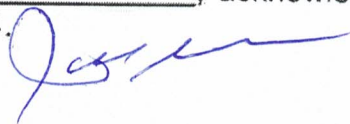
RFB No: **24-009-03-14**

Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to clarify a conflict in the pavement thickness that will be scarified and reshaped as well as the pavement thickness that will have lime treatment. The conflict exists between the Bid Proposal Form indicating that this thickness is 8-inches while Addendum No. 1 revised Plan Sheet No. 6 to indicate that this thickness is to be 6-inches.

Please use this revised Bid Proposal Form, labeled as "Addendum No. 4" that indicates that this thickness is 6-inches. The attached Bid Proposal Form is required to be used in lieu of the one in the original Bid Documents.



I, Jacobo Garro, acknowledge receipt of **ADDENDUM NO. 4**
dated, March 14, 2024. 

ADDENDUM NUMBER FIVE (5)

Date: **March 21, 2024**

Project: **CITY OF SAN JUAN – TIERRA DE PALMAS STREETS REHABILITATION
PROJECT**

RFB No: **24-009-03-14**

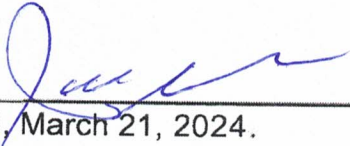
Sealed Bids Due: **Monday, March 25, 2024 @ 3:00 p.m.**
City of San Juan, City Hall, 512 S. Nebraska Avenue

This addendum is to respond to question submitted regarding Pay Item 251 "Reworking Base Courses".

The general note states:

"The existing asphalt pavement shall be crushed and/or broken by mechanical means into pieces no larger than 2-inches in any dimension. The material will be inspected and tested to insure that larger pieces are not utilized in the base layer. The crushed asphalt pavement shall be scarified and worked into the caliche base uniformly."



I, , acknowledge receipt of **ADDENDUM NO. 5**
dated, March 21, 2024.

PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR SEALED BID PACKET.

Addendum No. 5

Page 1 of 1

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Discussion and Consideration to Award RFB NO. 24-010-03-28 Purchase of Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra-Low Sulfur) to the Sole Bidder Submitted by Gold Star Petroleum, Inc. and Authorize the City Manager to Negotiate and Execute all Related Documents as Needed. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On Wednesday, March 13, 2024, and Wednesday, March 20, 2024, Staff Solicited Proposals for RFB NO. 24-010-03-28 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur). A Pre-Bid Conference was held on March 18, 2024 with a Bid Opening on March 28, 2024. One Bid was received from Gold Star Petroleum, Inc.

RECOMMENDATION:

Staff is Recommending Awarding RFB NO. 24-010-03-28 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur) to the sole bidder Gold Star Petroleum, Inc. and Authorize the City Manager to Negotiate and Execute all Related Documents as Needed.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



BID TABULATION SHEET
PURCHASE OF UNLEADED PLUS (89) OCTANE RATING
AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL
RFB NO. 24-010-03-28

BID OPENING: THURSDAY, MARCH 28, 2024 @ 10:00 AM
LOCATION: 512 S. NEBRASKA, SAN JUAN, TX CITY HALL EOC ONFERENCE ROOM

	UNLEADED PLUS					DIESEL HIGHWAY							
VENDOR	Base Price	Delivery Margin	Federal Fuel Taxes	State Fuel Taxes	Delivered Price	Base Price	Delivery Margin	Federal Fuel Taxes	State Fuel Taxes	Delivered Price	Number of day(s) for delivery	Acknowledge Addendum 1	Acknowledge Addendum 2
Gold Star Petroleum Inc.	\$2.2611	\$0.7176	-	\$0.2000	\$3.1787	\$2.6640	\$0.7176	-	\$0.2000	\$3.5840	1	X	x



REQUEST FOR SEALED BIDS

RFB NO. 24-010-03-28

**PURCHASE OF UNLEADED PLUS
(89 OCTANE RATING)**

AND

**HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)**



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on RFB NO. 24-010-03-28 as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to MARCH 22, 2024, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: GOLD STAR PETROLEUM, INC.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: C. SPIEGELHAUER OPERATIONS MGR.
[Please print or type name] [Title]

Address: P.O. B. 11151 ALTERNATE CONTACT: MARTIN FLORES, GEN. MGR.
[Mailing] (LOCAL) (913) 557-2475

SPRING, TX 77391
[Street, if different]

Telephone: (281) 379-5928
[Print or type telephone number]

Fax: (281) 379-5928
[Print or type telephone number]

Email: GOLDSTARPETRO@COMCAST.NET
[Print or type]

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, MARCH 28, 2024 at 3:00 pm.**, for **RFB NO. 24-010-03-28 PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)** at which time they will be taken to the City Hall EOC Conference Room located at 512 S. Nebraska Avenue, San Juan, Texas 78589-2649 and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSAL
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
RFB NO. 24-010-03-28
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division at (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

A Pre-Bid Conference will be held on Monday, March 18, 2024 at the San Juan City Hall EOC Conference Room located at 512 S. Nebraska, San Juan, Texas at 10:00 a.m.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide **PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line "**PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)– RFB NO. 24-010-03-28**". In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

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

CITY OF SAN JUAN INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the Unleaded Plus (89 octane rating) and Diesel Highway (ultra-low sulfur) fuel offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the fuel be provided as specified.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

PURCHASE OF UNLEADED PLUS (89 OCTANE) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)

INTENT

The unleaded plus and diesel highway fuel to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Bids will be submitted in sealed envelope; the envelope must be marked on the outside as follows:

**REQUEST FOR SEALED PROPOSAL
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
RFB NO. 24-010-03-28
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit **One (1) original and One (1) USB** of bid on the Invitation to Bid packet. **Bids submitted by fax or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. **No late bids will be accepted.** Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Bidders shall provide proof of insurance for General Liability, Auto Liability and Workers' Compensation when submitting bid.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the fuel specification has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Division for the City of San Juan.

INTERPRETATIONS

Any questions concerning the specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

PROOF OF INSURANCE

Bidder shall provide a copy of their General Liability, Auto Liability and Workers' Compensation insurance as part of packet. If insurance is not provided, bid packet will be voided. Comprehensive General Liability \$1,000,000.00, Bodily Injury Property Damage \$1,000,000.00 (Per Occurrence)

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any

other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

INSURANCE REQUIREMENTS

The Bidders agree to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law and/or as required by the City of San Juan, Texas, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agree to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, **therefore providing the best value.** Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the requirements within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

It is understood that the unleaded plus and highway diesel requirements are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted must be from the Oil Price Information Service (OPIS) from October 1, 2023, ending on September 30, 2024, with the option to extend the contract for an additional two (2) years, with one year intervals. OPIS pricing must be used for the additional two (2) years ending September 30, 2026. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is ~~satisfactory~~*. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

* WE BELIEVE THIS WORD SHOULD BE "UNSATISFACTORY",

CITY OF SAN JUAN
Supply Contract for Purchase of
Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra Low Sulfur)

Please read specification thoroughly and make sure that the lubricants offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the lubricants be provided as specified.

UNLEADED PLUS (89 OCTANE RATING) AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL

All specifications shown are minimum.

- Bids are to be submitted in sealed envelopes upon the blank form of bid attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification.**
- **Bids are to have full firm name and address of Bidder and manually signed**, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her company in a contract.
- Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.
- No substitution or cancellations will be permitted without written approval of City of San Juan.
- Delivery of product shall be on the day the City personnel placed the order.
- If a delay is foreseen, Bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such unleaded plus and highway diesel elsewhere and charged increase cost and handling to defaulting Bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful Bidder.
- The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.
- The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed be the lowest most advantageous for the City.
- The Bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all personnel from all suits and actions of every nature and description brought against them or any

of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to Leroy Gonzales, Director of Finance, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

- Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the Bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent, and obtain clarification by addendum prior to submitting bid.
- The City of San Juan will execute payment by mail in accordance to the State of Texas Payment Act after invoice has been received for those quantities of fuel that have been delivered. No other method of payment will be considered.
- Where in this bid package fuel is used, its meaning will refer to the Supply Contract for the purchase of Unleaded Plus and Highway Diesel.
- Number of days stated on bid form for complete delivery will be a factor in the evaluation and award of bid.
- Proof of General Liability, Auto Liability and Workers' Compensation Insurance must be provided in the bid packet.
- The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
- Contract will be for a period of one (1) year beginning on May 1, 2024 to April 30, 2025 with the option of renewing the contract for two (2) additional years, with one year intervals ending on April 30, 2027.
- Payment will be made for delivered quantities only.
- Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.
- Estimated Fuel Consumption for Fiscal Year 2022 – 2023 is as follows:

Unleaded - 76,000 gallons

Diesel - 103,000 gallons

**CITY OF SAN JUAN
PURCHASE OF UNLEADED PLUS AND HIGHWAY DIESEL**

RFB NO. 24-010-03-28 - Supply contract for the purchase of Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur).

BID OPENING DATE: March 28, 2024 at 10:00 a.m.

Please read your specifications thoroughly and be sure that the items offered comply(ies) with all requirements.

The solicited bids are to provide the following at the said locations (107 E. Hall Acres and 701 S. Nebraska -rear, San Juan, TX 78589):

1. Bidder is to provide one (1) 6,000-gallon tank per site at no cost. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the **UNLEADED PLUS** fuel.
2. Bidder is to provide one (1) 6,000-gallon tank per site at no cost. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the **DIESEL** highway.
3. Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur) is to be delivered free of charge to the City of San Juan.
4. Delivery of fuel must be done on the same day when the order is placed.
5. Bidder must be able to provide delivery on Saturday and Sunday when applicable.
6. Bidder must be able to provide fuel on an emergency basis after business hours, if applicable.
7. Bidder must provide retractable hoses, nozzle hang-ups, weekly maintenance report and bi-yearly (6 mos.) cleanup of tanks.
8. In case of a disaster when fuel is not readily available, bidder must give the City of San Juan **first priority to purchase fuel**.
9. Contract will be for one (1) year with an additional two (2) years (with one-year intervals).
- ~~10.~~ Bidder must provide containment area at both (2) sites (cement or center block).
11. Bidder must properly label all tanks.
- ~~12.~~ Installation of emergency cut-off switches must be provided at both (2) sites.
- ~~13.~~ Installation of all wiring must be provided by bidder
14. A bid meeting will be held one week after bid has been announced
- ~~15.~~ Bidder must supply fueling system so that the City of San Juan can monitor usage

16. Once contract is voided or expired, bidder must allow up to six (6) months for removal of tanks and all equipment.

The City of San Juan reserves the right to refuse and reject any and all bids, and to waive any or all formalities or technicalities, and award the contract as may be deemed to be the best and most advantageous to the City of San Juan.

Quotations are request for furnished materials or services described below in accordance with term set forth herein. Bidders are to include one (1) original and one (1) USB of quote.

		<u>UNLEADED PLUS</u>	<u>ULSD DIESEL</u>
1	*Base Price (OPIS average for November, 2023)	11/17/23 (SEE ATTACHED) \$2.2611	\$2.6664
2	Delivery Margin	\$0.7176	\$0.7176
3	Federal Fuel Taxes	\$ — *	\$ — *
4	State Fuel Taxes	\$0.2000	\$0.2000
5	Delivered Price	\$3.1787	\$3.5840
		Number of day(s) for delivery: 1	(USUALLY SAME DAY)
*Base price shall always be an OPIS average			

Note: Bidder is to provide storage tanks and pumps free of charge to the City.

The undersigned hereby agrees, unless hereinafter stated otherwise, to furnish all materials shown and outlined in the specifications. The bidder further agrees that the City reserves the right to accept or reject any or all bids, waive any or all formalities, and accept the bid seemed most advantageous to the City and hold the bids for a period of 60 days without taking action thereon.

Bid not submitted on this format will not be taken into consideration.

* NO FEDERAL FUEL EXCISE TAXES SHALL BE ASSESSED AS THE CITY OF SAN JUAN IS EXEMPT AS A MUNICIPALITY AND PROVIDED THE CITY EXECUTES A FEDERAL EXEMPTION CERTIFICATE TO BE PROVIDED BY GOLD STAR PETROLEUM, INC. THE EXEMPTION EQUATES TO 0.1830 \$/GAL FOR GASOLINE & 0.2430 \$/GAL FOR DIESEL.

NOTE: FOLLOWING CONTRACT AWARD FUELING OF EXISTING FUEL STORAGE TANKS CAN COMMENCE IMMEDIATELY AND A PROJECT COMPLETION TIME TO INSTALL THE TWO ADDITIONAL HORIZONTAL FUEL STORAGE TANKS, PUMPS & RELATED EQUIPMENT IS ESTIMATED AT 14-16 WEEKS.

COMPANY

GOLD STAR PETROLEUM, INC.

Company Name

POB 11151

Address

SPRING, TX 77391

City, State Zip Code

281-379-5928

Phone Number

J.J. RODRIGUEZ, Pres.

Print Name

 Pres.

Authorized Signature

PRESIDENT

Title of Signatory

CITY OF SAN JUAN

CITY MANAGER, Print Name

CITY MANGER, Authorized Signature

512 S. NEBRAKSA

Address

San Juan Texas 78589

City State Zip Code

956-223-2200

Phone Number

From: opisadmin@opisnet.com
Sent: Friday, November 17, 2023 9:08 AM
To: goldstarpetro@comcast.net

EDINBURG, TX

CBOB ETHANOL(10%) PRICES								9.0 RVP
	Terms	Unl	Move	Mid	Move	Pre	Move	
S.R. & M.	u N-10	196.99	-10.40	226.99	-10.40	246.99	-10.40	
Valero	u N-10	197.29	- 9.79	225.29	- 7.79	247.29	- 9.79	
XOM	b 125-3	209.39	-10.39	225.59	-10.39	263.06	-10.39	
76-Mot	b 125-3	209.67	- 9.72	-- --	-- --	270.43	- 9.72	
Shell-Mot	b 125-3	209.97	- 9.73	-- --	-- --	272.76	- 9.72	
Valero	b 1-10	210.09	- 9.01	226.56	- 9.21	268.98	- 9.01	
LOW RACK		196.99		225.29		246.99		
HIGH RACK		210.09		226.99		272.76		
RACK AVG		205.57		226.11		261.59		

ULTRA LOW SULFUR DISTILLATE PRICES			
	Terms	No.2	Move
S.R. & M.	u N-10	264.93	-12.60
Valero	u N-10	265.40	-12.78
Valero	b 1-10	269.60	-12.73
LOW RACK		264.93	
HIGH RACK		269.60	
RACK AVG		266.64	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

NAIC #

13935

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
GOLD STAR PETROLEUM INC
PO BOX 11151
SPRING, TX 77391-1151

034-322-8

COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	9026832	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	9026832	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	0724630	04/01/2024	04/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
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/A	9877123	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE -EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

GOLD STAR PETROLEUM INC
PO BOX 11151
SPRING, TX 77391-1151

CANCELLATION

0 0

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742207900800
Approval Date: December 19, 2023
Scheduled Expiration Date: December 31, 2024

In accordance with the Memorandum of Agreement between the
HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Gold Star Petroleum, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 19, 2023**, 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, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into HMSDC's program, you must immediately (within 30 days of such changes) notify HMSDC's 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. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*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.

THIS CERTIFIES THAT

Gold Star Petroleum, Inc.



NMSDC
National Minority Supplier
Development Council

* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 447110; 447190; 424710; 424720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/19/2023

Issued Date

HS04211

Certificate Number

Ying McGuire
NMSDC CEO and President

Ingrid M. Robinson, President

12/31/2024

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



ADDENDUM NO. 1

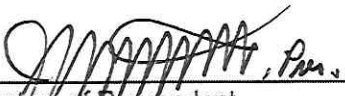
PURCHASE OF UNLEADED PLUS (89 OCTANE)
&
DIESEL HIGHWAY FUEL (ULTRA-LOW SULFUR)

RFB NO. 24-010-03-28

Notice is hereby given to all prospective respondents of the following:

1. The following Items have been **EXCLUDED** from the Specifications as requested:
 10. Bidder must provide containment area at both (2) sites (cement or center block).
 12. Installation of emergency cut-off switches must be provided at both (2) sites.
 13. Installation of wiring must be provided by bidder.
 15. Bidder must supply fueling system so that the City of San Juan can monitor usage.

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
March 18, 2024



Signature of Respondent

03-26-24

Date



ADDENDUM NO. 2

PURCHASE OF UNLEADED PLUS (89 OCTANE)
&
DIESEL HIGHWAY FUEL (ULTRA-LOW SULFUR)

RFB NO. 24-010-03-28

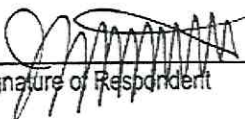
Notice is hereby given to all prospective respondents of the following:

1. The following Item has been REVISED from the Specifications:

CONTRACT

The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is *unsatisfactory*.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
March 27, 2024

 Pres.

Signature of Respondent

03-27-24

Date

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Consider an Ordinance for a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (BG – Wine and Malt Beverages Retailer’s On-Premise Permit) at “Las Tapatias Drive-Thru” Located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Erika Cadena Abrego. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (BG - Wine and Malt Beverage Retailer’s Permit On- Premise Permit). She is taking over El Grullo Drive-Thru that was approved by the city on February 2023.

The proposed days and hours of operation are Monday thru Friday from 10:00 a.m. thru 12:00 a.m., Saturdays from 10:00 a.m. thru 1:00 a.m. and Sundays from 12:00 p.m. thru 12:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permits.

The following are the list of requirements:

1. The applicant must comply with the City’s Security Cameras Ordinance.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city’s noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eight (8) property owners within a two hundred (200) foot radius and received one (1) comment against this request.

RECOMMENDATION:

Staff recommends approval subject to compliance with the list of requirements in the attached report.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 03/14/2024
CITY COMMISSION – 03/26/2024
DATE PREPARED – 03/09/2024

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (*BG - Wine and Malt Beverage Retailer's Permit On- Premise Permit*) at “Las Tapatias” Drive-Thru.

APPLICANT: Erika Cadena Abrego

SURVEYOR/ENGINEER: N/A

LEGAL: Lot 1, Mireles Subdivision

LOCATION: 912 E. Business 83

EXISTING ZONING: *North* – Residential; Single-Family Residence District (R-S) /
ADJACENT ZONING: Neighborhood Commercial District (R-MF)
South – Commercial; Heavy Commercial District (C-3)
East – Commercial; Heavy Commercial District (C-3)
West – Commercial; General Business District (C-2)

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

PUBLIC SERVICES: Water and sewer services are provided by the City of San Juan.

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

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (*BG - Wine and Malt Beverage Retailer's Permit On- Premise Permit*). She is taking over El Grullo Drive-Thru that was approved by the city on February 2023.

The proposed days and hours of operation are Monday thru Friday from 10:00 a.m. thru 12:00 a.m., Saturdays from 10:00 a.m. thru 1:00 a.m. and Sundays from 12:00 p.m. thru 12:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permits.

The following are the list of requirements:

1. The applicant must comply with the City's *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eight (8) property owners within a two hundred (200) foot radius and received one (1) comment against this request.

ATTACHMENTS:

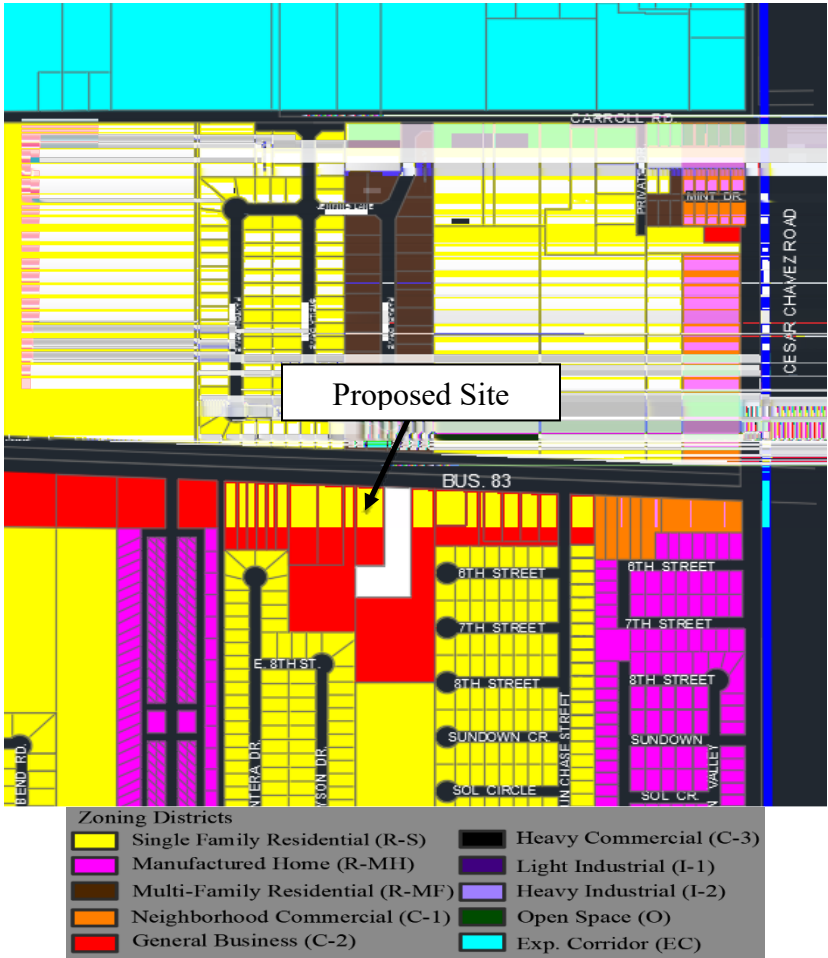
Proposed Site
Location Map
Zoning map
Operation Hours Affidavit
List of neighboring property owners receiving notice
Ordinance



Proposed Site



Location Map



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO OPERATE A DRIVE-THRU BUSINESS AND THE SALE OF ALCOHOLIC BEVERAGES (BG – WINE AND MALT BEVERAGES RETAILER’S ON-PREMISE PERMIT) AT “LAS TAPATIAS DRIVE-THRU” LOCATED AT 912 E. BUSINESS 83, LEGALLY DESCRIBED AS LOT 1, MIRELES SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Erika Cadena Abrego has applied for a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (BG – Wine and Malt Beverages Retailer’s On-Premise Permit) at “Las Tapatias Drive-Thru” under Article IV; of the Zoning Ordinance of the City of San Juan.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Erika Cadena Abrego for a Conditional Use Permit to Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (BG – Wine and Malt Beverages Retailer’s On-Premise Permit) at “El Grullo Drive-Thru” located at 912 E. Business 83, subject to the following conditions:

1. The applicant must comply with the City’s *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city’s noise ordinance.
7. Must comply with a sufficient lighting for the business.

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

PASSED and **APPROVED** on first reading on the 26th day of March, 2024.

PASSED and **APPROVED** on second and final reading on the 9th day of April, 2024.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

Las Tapatias Drive Thru

Hours of Operation:

Mon: 10am-12 am
Tues: 10am-12 am
Wed: 10am-12 am
Thur: 10am-12 am
Fri: 10am-12 am
Sat: 10am-1am
Sun: 12pm-12 am

Convenience Store, 912 E Business 83 Suite A, San Juan TX 78589

Number of Employees: 2

The selling of products, package food products, hot snacks, and cold snacks, beverages with and without alcohol, as well as tobacco.



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

Document reference ID : 333403

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 333403

Applicant Name: Erika Cadena Abrego

License Type applied for: Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Applicant Information

Prefix: Mrs

Legal First Name: Erika

Legal Middle Name: Jazmin

Legal Last Name: Cadena Abrego

Entity Information

Business Structure: Sole proprietorship

Country of Origin:

ID Type:

Historically Underutilized Business: No

Veteran-owned business: No

Fraternal Owned: No

Primary Business Entity Contact Information

Legal First Name: Erika

Legal Middle Name: Cadena Abrego

Email Address:

Phone Number:

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Consider an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (P - Package Store Permit) at “El Patron Liquor Store” Located at 1101 E. FM 495 Suite C, Legally Described as the West 440 Feet of the South 495 Feet of Lot 5, Block 39, Alamo Land and Sugar Company Subdivision, as Requested by El Patron Liquor Store, LLC. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit to operate a Liquor Store ((P-Package Store Permit) at one of the suites at the Estancia Plaza located at FM 495 and Cesar Chavez Road. The applicant is relocating his business from Pharr to San Juan.

The holder of a Package Store Permit (P) is authorized to sell malt liquor, ale, wine and distilled spirits in sealed containers to the consumer for off-premise consumption only.

The proposed days and hours of operation are Monday thru Saturday from 10:00 a.m. thru 9:00 p.m., Sundays will be closed.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permits.

The following are the list of requirements:

1. The applicant must comply with the City’s Security Cameras Ordinance.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city’s noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-one (21) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

Staff recommends approval subject to compliance with the list of requirements on the attached report.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 03/21/2024
CITY COMMISSION – 03/26/2024
DATE PREPARED – 03/15/2024

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit for the Sale of Alcoholic Beverages (P - Package Store Permit) at “El Patron Liquor Store”

APPLICANT: El Patron Liquor Store, LLC.

SURVEYOR/ENGINEER: N/A

LEGAL: The West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company Subdivision

LOCATION: 1101 E. FM 495 Suite C

**EXISTING LAND USE/
ADJACENT ZONING:** *North* – Residential; Single-Family Residence District (R-S)
South – Commercial; General Business District (C-2)
East – Commercial/Residential; General Business District (C-2) / Single-Family Residence District (R-S)
West – Church; General Business District (C-2)

ACCESS AND CIRCULATION: This property has access along FM 495.

PUBLIC SERVICES: Water service belongs to the North Alamo Water Supply Corporation and sewer is provided by the City of San Juan.

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

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit to operate a Liquor Store (*P-Package Store Permit*) at one of the suites at the Estancia Plaza located at FM 495 and Cesar Chavez Road. The applicant is relocating his business from Pharr to San Juan.

The holder of a *Package Store Permit* (P) is authorized to sell malt liquor, ale, wine and distilled spirits in sealed containers to the consumer for off-premise consumption only.

The proposed days and hours of operation are Monday thru Saturday from 10:00 a.m. thru 9:00 p.m., Sundays will be closed.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permits.

The following are the list of requirements:

1. The applicant must comply with the City’s *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city’s noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-one (21) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

ATTACHMENTS:

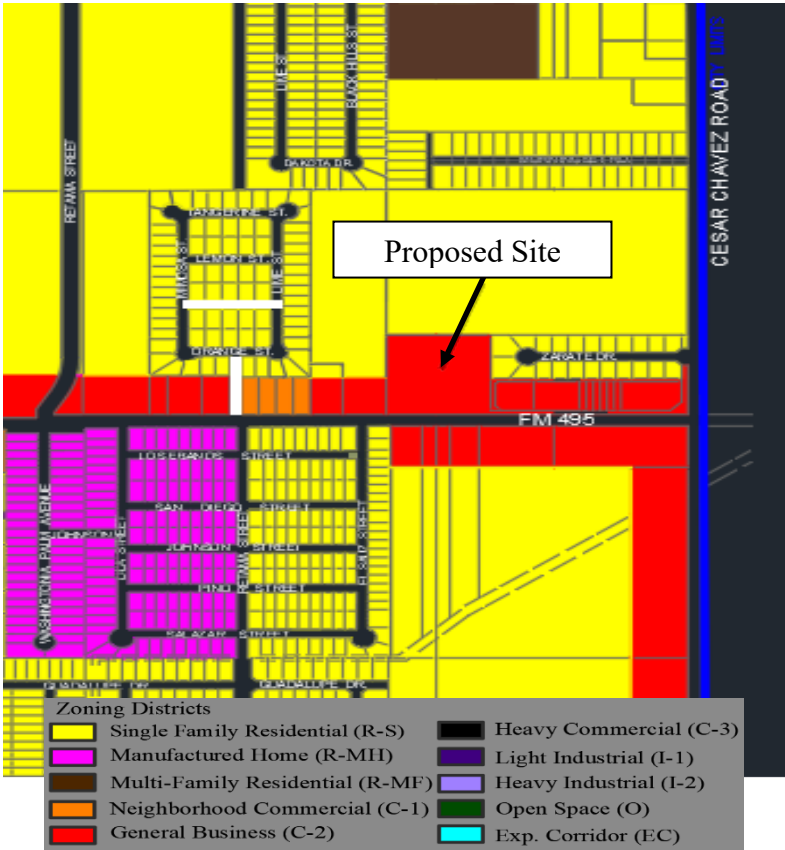
- Proposed Site
- Location Map
- Zoning map
- Operation Hours Affidavit
- List of neighboring property owners receiving notice
- Ordinance



Proposed Site



Location Map



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES (P – PACKAGE STORE PERMIT) AT “EL PATRON LIQUOR STORE” AT 1101 E. FM 495 SUITE C, LEGALLY DESCRIBED AS THE WEST 440 FEET OF THE SOUTH 495 FEET OF LOT 5, BLOCK 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, El Patron Liquor Store, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (P – Package Store Permit) at “El Patron Liquor Store”.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to El Patron Liquor Store, LLC. has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages (P – Package Store Permit) at “El Patron Liquor Store” located at 1101 E. FM 495, subject to the following conditions:

1. The applicant must comply with the City’s *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city’s noise ordinance.

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

PASSED and **APPROVED** on first reading on the 26th day of March, 2024.

PASSED and **APPROVED** on second and final reading on the 9th day of April, 2024.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

PROPOSAL

March 5, 2024

El Patron Liquor Store will be relocating its business to the city of San Juan at location 1101 E. FM 495 Suite C. Hours of operations for liquor store are Monday to Saturday from 10 in the morning till 9 in the evening, Sunday's store will be closed. The new location has a total square footage of 901 square feet and will have only two employees. El Patron Liquor Store intends to sale wine and spirits. Should you have any questions feel free to contact me at garciae87@yahoo.com or 956-534-1836.

Thank you,

Elizabeth Garcia



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Enacts Helping Businesses & Protecting Communities

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.)
El Patron Liquor Store

2. Owner of Business/Applicant (Name of Corporation, LLC, etc.)
El Patron Liquor Store LLC

3. Type of Owner
☐ Corporation
☐ Limited Partnership
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Other:

4. Location Address
1101 E FM 495 Suite C
City: **San Juan** County: **Hidalgo** State: **TX** Zip Code: **78589**

5. Mailing Address
1111 Santa Ana Ave
City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78542**

6. Business Telephone Number: _____ Alternate Telephone Number: **956-534-1836** E-mail Address: **garciae87@yahoo.com**

7. Application for:
☐ Original
☐ Reinstatement
☒ Change of Location
License/Permit Number: _____
☐ Reinstatement and Change of Trade Name
☐ Change of Location and Trade Name
License/Permit Number: _____

8A. Type of Off-Premise Retailer License/Permit:
☐ BF Retail Dealer's Off-Premise License
☐ BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit
☐ LP Local Distributor's Permit
☐ E Local Cartage Permit
☐ ET Third-Party Local Cartage Permit
☒ **P Package Store Permit**
☐ Q Wine Only Package Store

8B. Type of On-Premise Retailer License/Permit:
☐ BE Retail Dealer's On-Premise License
☐ BG Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BP Brewpub License
☐ E Local Cartage Permit
☐ FB Food and Beverage Certificate
☐ LH Late Hours Certificate
☐ MB Mixed Beverage
☐ WP Waterpark Permit

8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit:
☐ BB General Distributor's License
☐ BC Branch Distributor's License
☐ BN Nonresident Brewer's License
☐ BW Brewer's License
☐ JD Bonded Warehouse (Dry Area)
☐ D Distillers and Rectifiers Permit - allows on-premise consumption
☐ DS Out-of-State Winery Direct Shipper's Permit
☐ G Winery - allows on-premise consumption
☐ J Bonded Warehouse
☐ S Nonresident Seller's Permit
☐ SD Brewer's Self-Distribution License
☐ W Wholesaler's Permit
☐ X General Class B Wholesaler Permit

9. For On or Off-Premise Applicants, Indicate Primary Business Type at this Location
☐ Bar
☐ Civic Center
☐ Convenience Store
☐ Delivery Company
☐ Grocery/Market
☐ Hotel
☐ Motel
☐ Movie Theater
☒ Package Store
☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)
☐ Racetrack
☐ Restaurant
☐ Sexually Oriented
☐ Sporting Arena

RECEIVED

Page 1 of 6

Form L-CERT (7/2022)

MAR 07 2024

PLANNING DEPARTMENT



TABC

Package Store Permit (P), Local Distributor's Permit (LP),
Package Store Tasting Permit (PS) & Local Cartage Permit (E)

The Selling of Alcohol

The holder of a **Package Store Permit (P)** is authorized to sell malt liquor, ale, wine and distilled spirits in sealed containers to the consumer for off premise consumption only.

No one may possess an open container of an alcoholic beverage on or near the licensed premises where it was sold.

You may sell non-alcoholic products and may conduct other lawful business on the premises, but you may only be open to the general public during lawful hours of operation of a package store.

Premise means the grounds and all buildings at the licensed address, as well as adjacent premises, if they are directly or indirectly under your control.



TABC

Package Store Permit (P), Local Distributor's Permit (LP),
Package Store Tasting Permit (PS) & Local Cartage Permit (E)

Hours of Sale

Alcoholic beverages may be sold or served during the following hours:

- 10:00 a.m. to 9:00 p.m. Monday through Saturday

You may not sell alcoholic beverages on:

- Sunday
- Thanksgiving Day
- Christmas Day and
- New Year's Day

IMPORTANT!

If Christmas Day and New Year's Day fall on a Sunday, you must also close the following Monday.

Conditional Use Permit for the Sale of Alcoholic Beverages (*P- Package Store Permit*) at "El Patron Liquor Store" at 1101 E. FM 495 Suite C, legally described as the West 440 feet of the South 495 feet of Lot 5, Block 39, Alamo Land and Sugar Company Subdivision, as Requested by El Patron Liquor Store, LLC.

Elizabeth Garcia
1111 Santa Ana Ave
Edinburg, Tx 78542

Fernando Cantu & Amarantza
Pineda
1207 Zarate Dr.
San Juan, Tx 78589

Esteban Garcia & Maria D. Garcia
8407 Rita Elena
San Antonio, Tx 78250

Taylor Ridge
317 S. Main St.
McAllen, Tx 78501

A&N Iglesias Limited
5706 N. 1st St.
McAllen, Tx 78504

Iglesia De la Comunidad
Attention : Cristo La Roca Inc.
P.O Box 298
San Juan, Tx 78589

Razo Rodolfo & Rodolfo Jr.
5109 Garcia Ave
Edinburg, Tx 78541

Susan Ibarra & Francisco Ortiz
1204 Zarate St.
San Juan, Tx 78589

Norma Nancy Garza
1108 E. FM 495
San Juan, Tx 78589

Isidro Castillo
3320 Pluto St.
Edinburg, Tx 78542

Federico Zarate Jr.
1106 E. FM 495
San Juan, Tx 78589

Manuel & Carmen Zarate
1203 Zarate St.
San Juan, Tx 78589

Aprillynn Enterprises LLC
130 W. Jackson Ave
Pharr, Tx 78577

Jose Angel Montalvo Jr.
1205 Zarate Dr.
San Juan, Tx 78589

Javier Ballanes
Attention Jesus Cancino
1611 Sauz St.
San Juan, Tx 78589

Solo Car Wash Inc.
1918 N. 23rd St.
McAllen, Tx 78501

Elias & Deibra L. Balboa
1609 El Sauz St.
San Juan, Tx 78589

Cliseria Garza
2815 Ocean View Dr.
Edinburg, Tx 78539

Esteban & Maria Garza
1607 E. Sauz St.
San Juan, Tx 78589

Carlos E. Silva
1206 Zarate Dr.
San Juan, Tx 78589

Olga Moreno Gonzalez
814 W. Lee St.
Pharr, Tx 78577

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Consider Approval of the Tax Collection Report for the Month of February 2024. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of February 2024.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: April 3, 2024
Subject: Monthly Collection Report – February, 2024

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2023	2022	2021	2020	2019
Tax Levy	11,550,566.23	10,077,461.55	9,088,383.56	8,178,632.23	7,793,728.78
Adjustment to date	296,478.04	64,974.17	65,817.85	267,480.56	(31,767.84)
Adjusted Tax Levy	11,847,044.27	10,142,435.72	9,154,201.41	8,446,112.79	7,761,960.94
Collections to date	10,317,639.37	9,673,448.14	8,834,000.89	8,133,995.20	7,396,436.76
Percentage Collected	87.09%	95.38%	96.50%	96.30%	95.29%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
FEBRUARY 2024**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	11,550,566.23	10,317,639.37	-	296,478.04	1,529,404.90	87.09%	87.23%
2022 & PRIOR YRS	1,389,590.98	170,154.58	-	(23,985.89)	1,195,450.51	12.46%	11.79%
ROLLBACK	2,012.36	1,654.19	-	-	358.17	82.20%	66.05%
TOTALS	12,942,169.57	10,489,448.14	-	272,492.15	2,725,213.58		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2024

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	889,990.34	(15,434.14) CURRENT
CURRENT YEAR-P&I	33,929.99	
PRIOR YEARS-BASE TAX	27,715.87	(1,289.68) PRIOR
PRIOR YEARS-P&I	9,083.46	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	5,362.84	- PURGED
TOTAL COLLECTIONS	966,082.50	(16,723.82)
LESS TRANSFERRED	700,796.06	
LESS IN TRANSIT	261,718.76	
LESS DUE TO HCAD COMM. FEE	23.68	
LESS DUE TO CO TREASURER	3,544.00	
BALANCE	-	

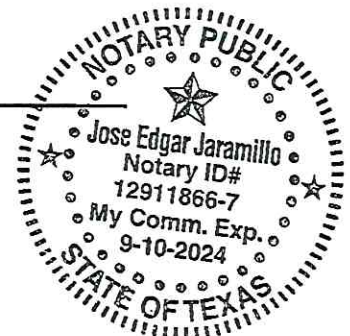
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2024 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 15TH DAY OF MARCH 2024 A.D.

Jose Edgar Jaramillo
NOTARY PUBLIC HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF FEBRUARY 2024

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2023-2024</u>	<u>2022-2023</u>	<u>DIFFERENCE</u>
<u>2023 CURRENT</u>			
ORIGINAL LEVY	11,550,566.23	10,077,461.55	1,473,104.68
MODIFICATIONS	296,478.04	72,687.63	223,790.41
CURRENT LEVY	11,847,044.27	10,150,149.18	1,696,895.09
CURRENT COLLECTIONS THIS MONTH	889,990.34	643,456.35	246,533.99
CURRENT COLLECTIONS TO DATE	10,317,639.37	8,854,048.72	1,463,590.65
OUTSTANDING TO DATE	1,529,404.90	1,296,100.46	233,304.44
PERCENT COLLECTED/ORIGINAL	89.33%	87.86%	1.47%
PERCENT COLLECTED/MODIFIED	87.09%	87.23%	-0.14%
TOTAL COLLECTIONS FISCAL YEAR	10,317,639.37	8,854,048.72	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	1,389,590.98	1,238,990.29	150,600.69
MODIFICATIONS	(23,985.89)	(15,142.07)	(8,843.82)
DELINQUENT LEVY	1,365,605.09	1,223,848.22	141,756.87
DELINQUENT COLLECTIONS THIS MONTH	27,715.87	25,447.17	2,268.70
DELINQUENT COLLECTIONS TO DATE	170,154.58	144,351.47	25,803.11
OUTSTANDING TO DATE	1,195,450.51	1,079,496.75	115,953.76
PERCENT COLLECTED/ORIGINAL	12.24%	11.65%	0.59%
PERCENT COLLECTED/MODIFIED	12.46%	11.79%	0.67%
TOTAL COLLECTIONS FISCAL YEAR	170,154.58	144,351.47	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	2,012.36	12,542.85	(10,530.49)
MODIFICATIONS	0.00	17,604.36	(17,604.36)
ROLLBACK LEVY	2,012.36	30,147.21	(28,134.85)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	1,654.19	19,912.32	(18,258.13)
OUTSTANDING TO DATE	358.17	10,234.89	(9,876.72)
PERCENT COLLECTED/ORIGINAL	82.20%	158.75%	-76.55%
PERCENT COLLECTED/MODIFIED	82.20%	66.05%	16.15%
TOTAL COLLECTIONS FISCAL YEAR	1,654.19	19,912.32	

TAX COLLECTIONS FOR MONTH OF: FEBRUARY 2024

OVERALL TOTAL	966,082.50
LESS REFUNDS	0.00
LESS HCAD COMM FEES	23.68
LESS COMM/COST	3,544.00
BALANCE	962,514.82
LESS TRANSFERRED	700,796.06
LESS TRANSF IN TRANSIT	261,718.76
BALANCE PENDING	0.00

FISCAL START: 10/01/2023 END: 09/30/2024 JURISDICTION: 0037 CITY OF SAN JUAN

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	11,550,566.23	15,434.14-	296,478.04	889,990.34	10,317,639.37	1,529,404.90	87.09	0.00
2022	468,987.58	294.86-	17,847.63-	18,818.41	111,030.98	340,108.97	24.61	0.00
2021	148,352.26	103.14-	905.23-	4,040.17	19,346.34	128,100.69	13.12	320.77-
2020	87,276.37	.00	1,173.89-	2,069.92	8,946.27	77,156.22	10.39	1,173.88-
2019	72,621.33	891.68-	1,637.13-	1,741.65	6,150.37	64,833.83	8.66	1,567.10-
2018	51,930.94	.00	675.42-	172.80	2,890.99	48,364.53	5.64	675.42-
2017	50,224.14	.00	372.73-	341.02	1,421.99	48,429.42	2.85	372.73-
2016	47,655.14	.00	145.65-	124.05	1,813.51	45,695.98	3.82	145.65-
2015	45,558.33	.00	0.00	298.63	1,974.09	43,584.24	4.33	0.00
2014	40,458.76	.00	0.00	234.22	2,590.35	37,868.41	6.40	0.00
2013	37,741.32	.00	0.00	17.78	1,582.54	36,158.78	4.19	0.00
2012	36,472.85	.00	205.75-	227.92-	1,034.99	35,232.11	2.85	205.75-
2011	49,114.50	.00	205.75-	147.49-	1,522.02	47,386.73	3.11	205.75-
2010	33,392.25	.00	205.75-	0.00	1,822.02	31,364.48	5.49	205.75-
2009	34,658.92	.00	205.75-	123.31	1,045.21	33,407.96	3.03	205.75-
2008	27,955.35	.00	194.80-	0.00	375.51	27,385.04	1.35	194.80-
2007	25,894.23	.00	188.06-	0.00	132.34	25,573.83	.51	188.06-
2006	22,629.12	.00	22.36-	231.07	431.61	22,175.15	1.91	22.36-
2005	19,401.46	.00	0.00	40.07	967.13	18,434.33	4.98	0.00
2004	13,913.56	.00	0.00	0.00	448.97	13,464.59	3.23	0.00
2003	13,919.30	.00	0.00	0.00	709.98	13,209.32	5.10	0.00
2002	61,433.27	.00	0.00	161.82-	3,917.37	57,515.90	6.38	0.00
****	12,940,157.21	16,723.82-	272,492.15	917,706.21	10,487,793.95	2,724,855.41		5,483.77-
CURR	11,550,566.23	15,434.14-	296,478.04	889,990.34	10,317,639.37	1,529,404.90		0.00
DELQ	1,389,590.98	1,289.68-	23,985.89-	27,715.87	170,154.58	1,195,450.51		5,483.77-

CITY OF SAN JUAN, TEXAS
AS February, 2024

Levy 2023 (23-24 YR)

11,550,566.23	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEPT 2024
Adjustments	-	-	317,716.49	311,912.18	296,478.04	-	-	-	-	-	-	-
Adjst'd Levy	11,550,566.23	11,550,566.23	11,868,282.72	11,862,478.41	11,847,044.27	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23
Collections	18,217.82	649,045.38	5,060,755.85	9,427,649.03	10,317,639.37	-	-	-	-	-	-	-
Percentage	0.16	5.62	42.64	79.47	87.09	-	-	-	-	-	-	-

Levy 2022 (22-23 YR)

10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Adjustments	99,593.52	96,837.99	97,275.55	83,331.89	72,687.63	67,971.89	68,311.03	67,068.30	66,873.30	65,004.35	64,974.17	64,974.17
Adjst'd Levy	10,177,055.07	10,174,299.54	10,174,737.10	10,160,793.44	10,150,149.18	10,145,433.44	10,145,772.58	10,144,529.85	10,144,334.85	10,142,465.90	10,142,435.72	10,142,435.72
Collections	72,408.80	797,569.82	4,710,294.63	8,210,592.37	8,854,048.72	9,231,430.81	9,343,762.57	9,440,809.10	9,524,638.55	9,593,986.04	9,633,837.70	9,673,448.14
Percentage	0.71	7.84	46.29	80.81	87.23	90.99	92.10	93.06	93.89	94.59	95.01	95.38

Levy 2021 (21-22 YR)

9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.33	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjst'd Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50

Levy 2020 (20-21 YR)

8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjst'd Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjst'd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjst'd Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
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CITY OF SAN JUAN, TEXAS

AS February, 2024

Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjusted Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)												
6,636,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjusted Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.56	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)												
6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,339.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjusted Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.33	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)												
6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjusted Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,888.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)												
6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,575.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjusted Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)												
5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEPT 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,555.04)
Adjusted Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)												
5,807,342.89	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,335.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjusted Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21

CITY OF SAN JUAN, TEXAS
AS February, 2024

Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04

Levy 2010 (FY 10-11)

Adjustments	OCT 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjusted Levy	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Collections	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,683,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Percentage	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)

Adjustments	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjusted Levy	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Collections	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Percentage	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47

Levy 2008 (FY 08-09)

Adjustments	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjusted Levy	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,658.15
Collections	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Percentage	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68

Levy 2007 (FY 07-08)

Adjustments	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjusted Levy	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Collections	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Percentage	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01

Levy 2006 (FY 06-07)

Adjustments	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjusted Levy	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4,476.77	4,476.77	4,196.49	3,820.62	3,820.62
Collections	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Percentage	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18

Levy 2005 (FY 05-06)

Adjustments	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjusted Levy	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Percentage	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89

CITY OF SAN JUAN, TEXAS											
AS February, 2024											
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59
PREPARED BY: Leroy Gonzales											
April 3, 2024											

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 9, 2024

Consider Approval of the Budget Expenditure Report for the Month of February 29, 2024.
[Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of February 29, 2024.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



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

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: April 2, 2024
Subject: Budget Expenditure Report – February 29 , 2024

Attached you will find the above-mentioned report for the City of San Juan.

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 4
• Enterprise Funds		
a. Solid Waste	22	5
b. Utility Fund	56	6 - 7
c. Utility I & S	60	8
d. Water & Sewer I & S	61	9
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	10
b. Local Municipal Jury Fund	19	11
c. Municipal Court-Building Security	20	12
d. Municipal Court-Technology	21	13
e. Revolving Loan	23	14
f. Parks Sport Fee	25	15
g. Parks Development	26	16
h. Wrecker Law Enforcement	27	17
i. Asset Forfeiture-State	28	18
j. Miscellaneous Grants	30	19
k. Hotel/Motel Occupancy Tax	33	20
l. Asset Forfeiture-Federal Sharing	35	21
m. Storm Water Fund	55	22
• Debt Service Fund	36	23

Other City Funds:

• Capital Projects		
a. City Hall/Park	41	24
b. Bond Series 2019	42	25

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Other City Funds –Continue

c. Bond Series 2019-A	43	26
d. CIP-Street-Series 2015	44	27
e. Certificate of Obligation 2018	47	28
f. Certificate of Obligation 2017	48	29
g. TDEM Fund	51	30
h. Capital Projects Fire Station	53	31
i. 2014 Bond	54	32
j. Certificate of Obligation 2023	58	33

Component Unit:

• San Juan E.D.C.	24	34
• San Juan Economic Development Corp.	29	35

C: Mayor, Mario Garza

Mayor Pro-Tem,- Marco “Markie” Villegas

Commissioners:- Leonardo “Lenny” Sanchez

Ernesto “Neto” Guajardo

Adina “Dina” Santillan

City of San Juan, Texas
Budget Expenditures Report
February 29, 2024

							Budget Target 42%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	8,331,585	7,323,815	-	(1,007,770)	3,049,206	664,538	87.90
SALES TAX REVENUE	5,114,531	1,692,327	-	(3,422,204)	398,239	480,996	33.09
FRANCHISE TAX	1,089,649	531,517	-	(558,132)	340,083	81,278	48.78
LICENSES & PERMITS	1,058,400	280,437	-	(777,963)	54,057	50,929	26.50
FEES & FINES	309,842	105,225	-	(204,617)	20,110	29,731	33.96
INTERGOVERNMENTAL REVENUE	820,419	330,701	-	(489,718)	55,284	60,320	40.31
OTHER REVENUE	909,600	455,679	-	(453,921)	72,391	78,166	50.10
Transfer Inn	34,643	39,551	-	4,908	-	4,908	114.17
TOTAL REVENUES	17,668,669	10,759,253	-	(6,909,416)	3,989,370	1,450,867	60.89
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	22,939	9,646	171	13,122	1,619	595	42.80
SUPPLIES	7,400	1,985	240	5,175	550	-	30.06
MISCELLANEOUS	189,631	73,875	36,002	79,754	10,517	37,509	57.94
LEGISLATIVE	219,970	85,506	36,413	98,051	12,686	38,104	55.43
CITY MANAGER							
SALARIES & WAGES/BENEFIT	277,140	109,253		167,887	21,955	21,963	39.42
PURCHASED PROF/TECH SRVS	157,355	101,455	2,500	53,400	15,539	15,500	66.06
PUR PROP SRVS & OTH SRVS	5,840	3,103	-	2,737	75	150	53.13
SUPPLIES	2,350	1,845	240	265	109	283	88.71
CAPITAL OUTLAY	58,000	-	-	58,000	-	-	-
MISCELLANEOUS	2,000	237	634	1,129	79	79	43.55
CITY MANAGER	502,685	215,893	3,374	283,418	37,758	37,974	43.62
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	205,273	82,153		123,120	16,257	15,983	40.02
PURCHASED PROF/TECH SRVS	12,000	3,849	-	8,151	775	751	32.07
PUR PROP SRVS & OTH SRVS	21,414	12,394	1,636	7,385	26	160	65.51
SUPPLIES	6,256	2,426	1,241	2,589	158	309	58.62
MISCELLANEOUS	37,854	286	-	37,568	-	-	0.76
CITY SECRETARY	282,797	101,108	2,877	178,813	17,216	17,203	36.77
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	224,829	91,838	-	132,991	18,205	18,360	40.85
PURCHASED PROF/TECH SRVS	109,064	36,270	64,217	8,578	14,431	4,658	92.14
PUR PROP SRVS & OTH SRVS	8,850	2,109	-	6,741	566	1,204	23.83
SUPPLIES	5,007	1,946	1,090	1,971	235	510	60.63
MISCELLANEOUS	1,590	-	55	1,535	-	-	3.46
MUNICIPAL COURT	349,340	132,163	65,361	151,815	33,437	24,733	56.54

City of San Juan, Texas
Budget Expenditures Report
February 29, 2024

Budget Target 42%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	459,639	189,263	-	270,376	37,418	37,384	41.18
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	20,204	5,020	2,726	12,458	1,004	2,120	38.34
SUPPLIES	6,833	2,205	292	4,336	242	-	36.54
MISCELLANEOUS	8,882	1,554	1,092	6,236	350	245	29.79
FINANCE	499,058	198,043	4,109	296,906	39,014	39,749	40.51
PLANNING							
SALARIES & WAGES/BENEFIT	651,745	230,609		421,136	45,836	47,059	35.38
PURCHASED PROF/TECH SRVS	32,800	17,313	9,536	5,952	1,541	8,446	81.85
PUR PROP SRVS & OTH SRVS	16,700	2,428	1,195	13,077	(2,956)	902	21.69
SUPPLIES	34,142	8,096	11,216	14,830	1,128	1,606	56.56
CAPITAL OUTLAY	6,000	-	-	6,000	-	-	-
MISCELLANEOUS	19,191	4,654	160	14,377	3,972	642	25.08
PLANNING	760,578	263,100	22,107	475,372	49,522	58,654	37.50
POLICE							
SALARIES & WAGES/BENEFIT	4,410,284	1,509,972	-	2,900,312	347,087	304,214	34.24
PURCHASED PROF/TECH SRVS	52,366	34,619	-	17,747	2,336	1,047	66.11
PUR PROP SRVS & OTH SRVS	97,758	74,403	7,115	16,240	10,233	4,354	83.39
SUPPLIES	350,642	114,295	91,183	145,164	13,151	33,852	58.60
CAPITAL OUTLAY	30,000	18,537	14,173	(2,710)	-	18,537	109.03
DEBT SERVICE	216,003	76,345	-	139,658	15,168	14,956	35.34
MISCELLANEOUS	54,037	24,607	18,591	10,839	6,236	8,185	79.94
POLICE	5,211,090	1,852,778	131,062	3,227,251	394,211	385,145	38.07
FIRE							
SALARIES & WAGES/BENEFIT	2,258,509	737,083		1,521,427	175,303	136,613	32.64
PURCHASED PROF/TECH SRVS	45,200	26,518	3,694	14,988	9,240	140	66.84
PUR PROP SRVS & OTH SRVS	166,263	63,135	13,713	89,415	28,932	6,109	46.22
SUPPLIES	165,750	35,768	31,436	98,546	3,864	6,034	40.55
CAPITAL OUTLAY	229,771	529,099	17,737	(317,064)	13,328	5,921	237.99
DEBT SERVICE	121,379	118,578	-	2,801	-	43,600	97.69
MISCELLANEOUS	309,360	74,467	428	234,464	-	875	24.21
FIRE	3,296,232	1,584,647	67,008	1,644,578	230,666	199,292	50.11
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	426,212	145,532	-	280,680	29,399	29,951	34.15
PURCHASED PROF/TECH SRVS	2,802	2,802	-	0	-	-	99.99
PUR PROP SRVS & OTH SRVS	399,324	148,238	6,768	244,318	44,740	32,901	38.82
SUPPLIES	141,874	48,418	25,964	67,492	11,810	13,427	52.43
CAPITAL OUTLAY	50,000	45,579	-	4,421	44,184	1,395	91.16
MISCELLANEOUS	7,400	5,130	-	2,270	1,157	1,391	69.32
STREETS, ALLEY, OTHER	1,027,612	395,697	32,732	599,183	131,290	79,064	41.69

City of San Juan, Texas
Budget Expenditures Report
February 29, 2024

							Budget Target 42%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	200,161	73,350		126,811	15,204	15,534	36.65
PUR PROP SRVS & OTH SRVS	7,208	1,830	245	5,133	109	360	28.78
SUPPLIES	34,510	4,681	2,778	27,050	865	843	21.62
CAPITAL OUTLAY	29,000	4,949	-	24,051	-	-	17.07
CENTRAL GARAGE	270,879	84,810	3,024	183,046	16,178	16,737	32.43
PARKS							
SALARIES & WAGES/BENEFIT	1,037,245	402,563		634,682	75,455	71,713	38.81
PURCHASED PROF/TECH SRVS	2,900	1,976		924	448	454	68.12
PUR PROP SRVS & OTH SRVS	112,394	71,151	4,626	36,617	26,023	8,859	67.42
SUPPLIES	61,053	24,149	7,071	29,833	1,896	4,684	51.14
DEBT SERVICE	58,394	-	-	58,394	-	-	-
MISCELLANEOUS	496,320	368,511	16,785	111,024	16,277	18,730	77.63
PARKS	1,768,306	868,349	28,483	871,475	120,098	104,441	50.72
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	358,830	139,709	-	219,121	25,849	27,130	38.93
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	34,504	18,733	5,237	10,534	3,269	3,431	69.47
SUPPLIES	50,956	27,664	8,992	14,300	3,051	4,802	71.94
BUILDING MAINTENANCE	446,790	186,106	14,230	246,455	32,170	35,363	44.84
LIBRARY							
SALARIES & WAGES/BENEFIT	316,548	115,639	-	200,909	19,369	19,619	36.53
PURCHASED PROF/TECH SRVS	1,700	908	-	792	32	791	53.42
PUR PROP SRVS & OTH SRVS	23,878	6,288	326	17,263	2,730	482	27.70
SUPPLIES	2,550	164	563	1,823	-	-	28.52
CAPITAL OUTLAY	116,000	1,479	7,908	106,613	1,479	-	8.09
MISCELLANEOUS	9,850	839	1,182	7,829	-	35	20.52
LIBRARY	470,526	125,317	9,980	335,229	23,610	20,927	28.75
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	475,164	109,985	93,500	271,680	42,871	11,146	42.82
PUR PROP SRVS & OTH SRVS	259,221	160,353	7	98,861	27,905	25,493	61.86
SUPPLIES	2,366	954	24	1,388	335	139	41.33
DEBT SERVICE	131,200	106,400	-	24,800	-	106,400	81.10
MISCELLANEOUS	174,309	361,696	-	(187,387)	12,241	14,866	207.50
ADMINISTRATION	1,042,260	739,387	93,530	209,342	83,353	158,043	79.91

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							Budget Target 42%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	227,271	90,873	-	136,398	18,146	18,015	39.98
PURCHASED PROF/TECH SRVS	10,000	1,705	1,070	7,225	1,450	255	27.75
PUR PROP SRVS & OTH SRVS	13,319	3,315	118	9,886	123	19	25.77
SUPPLIES	4,060	1,217	1,547	1,296	-	15	68.07
MISCELLANEOUS	900	215	-	685	100	115	23.89
HUMAN RESOURCES	255,550	97,325	2,734	155,490	19,819	18,419	39.15
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	552,399	218,372	-	334,027	40,033	40,160	39.53
PURCHASED PROF/TECH SRVS	62,300	46,727	4,010	11,563	791	100	81.44
PUR PROP SRVS & OTH SRVS	211,290	97,688	2,007	111,594	18,732	15,556	47.18
SUPPLIES	50,224	5,626	7,138	37,461	1,490	4	25.41
CAPITAL OUTLAY	11,500	-	3,217	8,283	-	-	27.98
MISCELLANEOUS	210,040	152,343	4,093	53,604	16,463	6,533	74.48
INFORMATION TECHNOLOGY	1,097,753	520,756	20,464	556,532	77,508	62,353	49.30
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	4,400	-	-	4,400	-	-	-
SUPPLIES	31,991	4,261	9,705	18,025	1,314	-	43.66
CAPITAL OUTLAY	43,604	23,932	-	19,672	-	-	54.88
EMERGENCY MANAGEMENT	79,996	28,193	9,705	42,097	1,314	-	47.38
ANIMAL CONTROL							
SALARIES & WAGES/BENEFIT	91,425	36,123		55,302	7,191	7,114	39.51
PURCHASED PROF/TECH SRVS	5,266	631	394	4,242	52	-	19.45
SUPPLIES	13,450	4,956	1,486	7,008	671	818	47.90
CAPITAL OUTLAY	15,960	15,960	-	-	-	-	100.00
MISCELLANEOUS	130,200	73,935	46,065	10,200	27,815	17,685	92.17
ANIMAL CONTROL	256,301	131,604	47,945	76,752	35,730	25,617	70.05
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	17,837,723	7,610,782	595,136	9,631,805	1,355,579	1,321,818	46.00
REVENUES OVER/(UNDER) EXPENDITURES	(169,054)	3,148,471	(595,136)	2,722,389	2,633,792	129,049	(1,510.37)

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Budget Target 42%

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,935,700	1,438,318	-	(2,497,382)	275,682	366,114	36.55
OTHER REVENUE	64,700	41,230	-	(23,470)	9,457	9,110	63.73
OTHER FINANCING SOURCES	4,305	19,271	-	14,966	5,108	3,048	447.69
TOTAL REVENUES	4,004,705	1,498,819	-	(2,505,886)	290,247	378,272	37.43
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,583,921	475,348	-	1,108,573	116,746	115,190	30.01
PUR PROF/TECH SRVS	26,000	2,894	2,917	20,189	469	443	22.35
PUR PROP SRVS & OTH SRVS	358,681	145,793	23,351	189,536	20,872	38,329	47.16
SUPPLIES	636,192	238,163	43,163	354,867	43,329	49,174	44.22
CAPITAL OUTLAY	40,000	28,292	-	11,708	-	26,470	70.73
MISCELLANEOUS	676,984	224,338	62,481	390,165	16,337	53,795	42.37
SANITATION	3,321,778	1,114,828	131,911	2,075,038	197,753.62	283,399	37.53
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	80,500	26,868	-	53,632	646	6,900	33.38
PUR PROP SRVS & OTH SRVS	75,057	43,461	-	31,596	7,336	7,336	57.90
DEBT SERVICE	315,217	303,229	-	11,988	173,941	129,288	96.20
MISCELLANEOUS	215,630	89,176	-	126,454	17,619	17,619	41.36
ORGANIZATIONAL	686,404	462,733	-	223,671	199,542	161,143	67.41
Transfer Out		-	-	-	-	-	-
TOTAL EXPENDITURES	4,008,182	1,577,561	131,911	2,298,709	397,295	444,542	42.65
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(3,477)	(78,742)	(131,911)	(207,177)	(107,048)	(66,270)	6,058.07

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							Budget Target 42%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,983,100	826,782	-	(2,156,318)	218,054	219,550	27.72
SEWER SYSTEMS	3,153,500	1,012,015	-	(2,141,485)	169,561	241,448	32.09
OTHER REVENUES	370,600	153,937	-	(216,663)	28,124	27,199	41.54
INTERGOV'T REVENUE		841,574	-	841,574	290,166	224,901	-
OTHER REVENUES	(1,659,023)	(1,453,346)	-	205,677	(290,669)	(290,669)	87.60
OTHER	106,439	108,686	-	2,247	(1,724)	-	102.11
TOTAL REVENUES	4,954,616	1,489,647	-	(3,464,969)	413,512	422,429	30.07
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	370,177	108,581	-	261,596	28,891	30,372	29.33
PURCHASED PROF/TECH SRVS	29,948	9,667	488	19,793	8,691	244	33.91
PUR PROP SRVS & OTH SRVS	108,612	47,803	4,620	56,189	26,062	5,303	48.27
SUPPLIES	24,810	9,804	1,903	13,103	2,011	2,549	47.19
MISCELLANEOUS	41,840	26,526	9,012	6,302	7,435	219	84.94
UTILITY BILLING & COLLEC	575,387	202,381	16,023	356,983	73,090	38,688	37.96
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	229,031	65,743	-	163,288	18,751	18,747	28.70
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	21,832	13,766	1,992	6,074	121	193	72.18
SUPPLIES	16,241	7,282	1,694	7,265	1,598	816	55.26
MISCELLANEOUS	846	565	-	281	336	229	66.78
UTILITY ADMINISTRATION	267,950	87,355	3,686	176,909	20,805	19,985	33.98
WATER PLANT							
SALARIES & WAGES/BENEFIT	531,710	168,946	-	362,764	47,396	39,753	31.77
PURCHASED PROF/TECH SRVS	35,000	7,952	1,126	25,922	4,760	1,993	25.94
PUR PROP SRVS & OTH SRVS	236,170	57,684	55,173	123,313	6,974	15,856	47.79
SUPPLIES	407,088	182,451	45,199	179,438	16,702	14,309	55.92
CAPITAL OUTLAY	31,152	31,152	-	-	31,152	-	100.00
MISCELLANEOUS	43,752	21,139	16,458	6,155	543	790	85.93
WATER PLANT	1,284,872	469,325	117,956	697,591	107,527	72,701	45.71
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	350,396	81,995	-	268,401	20,601	16,561	23.40
PURCHASED PROF/TECH SRVS	2,500	417	1,458	625	208	208	75.00
PUR PROP SRVS & OTH SRVS	16,204	2,912	3,717	9,575	850	700	40.91
SUPPLIES	123,204	24,743	16,120	82,342	3,866	1,613	33.17
MISCELLANEOUS	1,599	816	23	760	393	312	52.47
WATER DISTRIBUTION	493,903	110,882	21,318	361,702	25,917	19,394	26.77
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	387,570	101,714	-	285,856	22,339	22,787	26.24
PURCHASED PROF/TECH SRVS	5,000	577	1,458	2,965	208	208	40.70
PUR PROP SRVS & OTH SRVS	288,244	86,644	65,203	136,397	24,379	17,034	52.68
SUPPLIES	83,688	32,740	6,284	44,664	8,326	8,055	46.63
CAPITAL OUTLAY		39,494	-	(39,494)	-	-	-
MISCELLANEOUS	1,302	851	46	405	393	458	68.89
SEWER COLLECTION	765,804	262,020	72,991	430,793	55,645	48,542	43.75

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Budget Target 42% % RECEIV. EXPENDED
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56 -UTILITY FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
SEWER PLANT							
SALARIES & WAGES/BENEFIT	294,018	97,745	-	196,273	24,519	19,032	33.24
PURCHASED PROF/TECH SRVS	30,000	11,271	8,820	9,909	1,986	4,008	66.97
PUR PROP SRVS & OTH SRVS	324,887	91,161	93,150	140,575	37,267	24,787	56.73
SUPPLIES	184,186	60,182	8,146	115,858	5,900	39,224	37.10
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	146,302	51,578	4,511	90,213	618	11,110	38.34
SEWER PLANT	979,393	311,938	114,627	552,827	70,289	98,161	43.55
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	79,663	18,749	-	60,914	642	4,874	23.54
PUR PROP SRVS & OTH SRVS	123,977	71,788	-	52,189	12,117	12,117	57.90
SUPPLIES	-	-	-	-	-	-	-
DEBT SERVICE	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	413,820	171,303	-	242,517	33,985	33,985	41.40
ORGANIZATIONAL	618,460	261,840	-	356,620	46,744	50,976	42.34
TOTAL EXPENDITURES	4,985,768	1,705,741	346,601	2,933,426	400,017	348,447	41.16
REVENUES OVER/(UNDER) EXPENDITURES	(31,152)	(216,094)	(346,601)	(531,543)	13,495	73,981	1,806.29
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(31,152)	(216,094)	(346,601)	(531,543)	13,495	73,981	1,806.29

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							Budget Target 42%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	4,109		4,109	1,106	1,140	-
OTHER FINANCING SOURCES	1,597,648	1,427,772		(169,876)	285,554	285,554	89.37
TOTAL REVENUES	1,597,648	1,431,881	-	(165,767)	286,660	286,694	89.62
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,603,647	1,425,682	-	177,965	1,325	524,184	88.90
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,603,647	1,425,682	-	177,965	1,325	524,184	88.90
TOTAL EXPENDITURES	1,603,647	1,425,682	-	177,965	1,325	524,184	-
REVENUES OVER/(UNDER) EXPENDITURES	(5,999)	6,199	-	12,198	285,335	(237,490)	(103.34)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(5,999)	6,199	-	12,198	285,335	(237,490)	(103.34)

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							Budget Target 42%
61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		14,584	-	14,584	2,986	2,798	-
OTHER FINANCING SOURCES	61,376	25,574	-	(35,802)	5,115	5,115	41.67
TOTAL REVENUES	61,376	40,158	-	(35,802)	8,101	7,912	65.43
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	61,376	40,158	-	(21,218)	8,101	7,912	65.43
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	40,158	-	(21,218)	8,101	7,912	65.43

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Budget Target 42%

18 -LOCAL TRUANCY PREVENTION &
 DIVERSION FUND
 FINANCIAL SUMMARY

	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES		2,580	-	2,580	565	630	-
TOTAL REVENUES		2,580	-	2,580	565	630	-

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19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED	Budget Target 42%
REVENUE SUMMARY								
FEES & FINES		52	-	52	11	13	-	
TOTAL REVENUES		52	-	52	11	13	-	

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20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	2,940	-	(2,560)	599	716	53.46
TOTAL REVENUES	5,500	2,940	-	(2,560)	599	716	53.46
SUPPLIES	1,600	-	-	1,600	-	-	-
CAPITAL OUTLAY	14,657	14,657	-	-	14,657	-	100.00
MUNICIPAL COURT	16,257	14,657.00	-	1,600	14,657	-	90.16
TOTAL EXPENDITURES	16,257	14,657.00	-	1,600	14,657	-	90.16
REVENUES OVER/(UNDER) EXPENDITURES	(10,757)	(11,717)	-	(960)	(14,058)	716	108.92

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							Budget Target 42%
21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	2,354	-	(3,646)	490	588	39.23
TOTAL REVENUES	6,000	2,354	-	(3,646)	490	588	39.23
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		-		-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	6,000	2,354	-	(3,646)	490	588	39.23

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Budget Target 42%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		20	-	20	4	4	-
TOTAL REVENUES		20	-	20	4	4	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES		20	-	20	4	4	-

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Budget Target 42%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	2,500	1,442	-	(1,058)	364	437	57.69
TOTAL REVENUES	2,500	1,442	-	(1,058)	364	437	57.69
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	2,500	1,442	-	(1,058)	364	437	57.69

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Budget Target 42%

26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER INCOME	35,000	66,350	-	31,350	35,779	6,303	189.57
TOTAL REVENUES	35,000	66,350	-	31,350	35,779	6,303	189.57
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	55,452	10,452	-	45,000	-	-	18.85
PARKS	55,452	10,452	-	45,000	-	-	18.85
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	55,452	10,452	-	45,000	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(20,452)	55,898	-	76,350	35,779	6,303	(273.31)

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Budget Target 42%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	9,634	-	634	1,475	50	107.04
TOTAL REVENUES	9,000	9,634	-	634	1,475	50	107.04
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	500	-	120	380	-	-	24.00
SUPPLIES	10,000	1,349	183	8,468	-	-	15.32
MISCELLANEOUS	10,000	7,124	-	2,876	-	-	71.24
ADMINISTRATION	20,500	8,473	303	11,724	-	-	42.81
TOTAL EXPENDITURES	20,500	8,473	303	11,724	-	-	42.81
REVENUES OVER/(UNDER) EXPENDITURES	(11,500)	1,161	(303)	12,358	-	50	(7.46)

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Budget Target 42%

28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	35	-	(1,465)	-	-	2.33
FORFEIT LOCAL	600	-	-	(600)	-	-	-
TOTAL REVENUES	2,100	35	-	(2,065)	-	-	1.67
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
POLICE	5,000	-	-	5,000	-	-	-
TOTAL EXPENDITURES	5,000	-	-	5,000	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	(2,900)	35	-	2,935	-	-	(1.21)

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Budget
Target
42%

30 - MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	1,403,470	100,998	-	(1,302,472)	-	63,502	7.20
OTHER REVENUE		-	-	-	-	-	-
TOTAL REVENUES	1,403,470	100,998	-	(1,302,472)	-	63,502	7.20
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	441,195	43,032	-	398,163	1,971	7,972	9.75
PUR PROP SRVS & OTH SRVS		-	29,225	(29,225)	-	-	-
SUPPLIES	90,719	-	47,819	42,900	-	-	52.71
CAPITAL OUTLAY	694,954	57,000	49,900	588,054	-	-	15.38
POLICE	1,226,868	100,032	126,944	999,892	1,971	7,972	18.50
FIRE							
SALARIES & WAGES/BENEFIT	111,214	-	-	111,214	-	-	-
FIRE	111,214	-	-	111,214	-	-	-
LIBRARY							
PURCHASED PROF/TECH SRVS	1,811	-	-	1,811	-	-	-
PUR PROP SRVS & OTH SRVS	8,300	300	7,664	336	71.36	30.52	95.95
SUPPLIES	1,250	234	925	91	-	-	92.70
CAPITAL OUTLAY		-	-	-	-	-	-
MISCELLANEOUS	3,227	397	-	2,830	-	-	12.31
LIBRARY	14,588	931	8,589	5,068	71	30.52	65.26
TOTAL EXPENDITURES	1,352,670.00	100,963	135,533	1,004,960	2,043	8,003	17.48
REVENUES OVER/(UNDER) EXPENDITURES	50,800	35	(135,533)	(186,298)	(2,043)	55,499	(266.73)

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							Budget Target 42%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	8,034	-	(10,466)	4,228	-	43.43
FINES & FEES	150	300	-	150	-	-	200.00
OTHER REVENUE		-	-	-	-	-	-
TOTAL REVENUES	18,650	8,334	-	(10,316)	4,228	-	44.69
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
CITY EVENTS							-
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	18,650	8,334	-	(10,316)	4,228	-	44.69
TRANSFER IN		-	-	-	-	-	-
TRANSFER OUT		-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-

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Budget Target 42%

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,000	3,646	-	(1,354)	742	699	72.93
FORFEIT FEDERAL	71,000	4,202	-	(66,798)	-	4,202	5.92
TOTAL REVENUES	76,000	7,849	-	(68,151)	742	4,901	10.33
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	88,554	(1,580)	11,657	78,477	1,207	910	11.38
SUPPLIES	55,953	8,188	5,181	42,584	-	5,953	23.89
CAPITAL OUTLAY	80,500	-	-	80,500	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	225,007	6,608	16,837	201,562	1,207	6,862	10.42
TOTAL EXPENDITURES	225,007	6,608	16,837	201,562	1,207	6,862	10.42
REVENUES OVER/(UNDER) EXPENDITURES	(149,006.53)	1,241	(16,837)	133,410	(465)	(1,961)	10.47

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							Budget Target 42%
55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEEES & FINES	305,000	101,994	-	(203,006)	19,851	25,674	33.44
TOTAL REVENUES	305,000	101,994	-	(203,006)	19,851	25,674	33.44
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	263,025	89,290	-	173,735	20,465	19,796	33.95
PUR PROP SRVS & OTH SRVS	16,069	1,140	169	14,760	416	147	8.15
SUPPLIES	25,369	4,143	7,823	13,403	1,602	701	47.17
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	1,000	100	-	900	100	-	10.00
STORM WATER	305,463	94,672	7,992	202,798	22,583	20,644	33.61
TOTAL EXPENDITURES	305,463	94,672	7,992	202,798	22,583	20,644	33.61
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(463)	7,322	(7,992)	(208)	(2,732)	5,030	144.93

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							Budget Target 42%
36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	3,675,889	3,276,051	-	(399,838)	1,368,911	296,182	89.12
OTHER REVENUE	1,500	38,726	-	37,226	7,436	6,967	2,581.72
TOTAL REVENUES	3,677,389	3,314,777	-	(362,612)	1,376,347	303,149	90.14
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	3,388,850	2,628,035	-	760,815	-	-	77.55
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	3,388,850	2,628,035	-	760,815	-	-	77.55
TOTAL EXPENDITURES	3,388,850	2,628,035	-	760,815	-	-	77.55
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	288,539	686,742	-	398,203	1,376,347	303,149	238.01
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	288,539	686,742	-	398,203	1,376,347	303,149	238.01
	=====	=====	=====	=====	=====	=====	=====

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							Budget Target 42%
41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		-	-	-	-	-	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY		46,566	322,788	(369,354)	3,612	-	-
CITY MANAGER		46,566	322,788	(369,354)	3,612	-	-
PARK AND RECREATION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	-	-	-	-	-	-	-
ADMINISTRATION							
CAPITAL OUTLAY		-	-	-	-	-	-
ADMINISTRATION		-	-	-	-	-	-
TOTAL EXPENDITURES	-	46,566	322,788	(369,354)	3,612	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(46,566)	(322,788)	(369,354)	(3,612)	-	-

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							Budget Target 42%
42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		177,112	-	177,112	35,554	35,593	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	177,112	-	177,112	35,554	35,593	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	-	254,000	(254,000)	-	-	-
COST OF ISSUANCE		-	-	-	-	-	-
DEBT SERVICE		-	-	-	-	-	-
MISCELLANEOUS		-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	254,000	(254,000)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	177,112	(254,000)	(76,888)	35,554	35,593	-

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							Budget Target 42%
43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		14,065	-	14,065	2,872	2,853	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	14,065	-	14,065	2,872	2,853	-
	=====	=====	=====	=====	=====	=====	=====
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	8,580	211,740	(220,320)	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES		8,580	211,740	(220,320)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
					-	-	
REVENUES OVER/(UNDER) EXPENDITURES	-	5,485	(211,740)	(206,255)	2,872	2,853	-

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							Budget Target 42%
44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		7,088	-	7,088	1,451	1,360	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	7,088	-	7,088	1,451	1,360	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS		2,770	-	(2,770)	-	-	-
DEBT		-	-	-	-	-	-
SANITATION		-	-	-	-	-	-
LIBRARY	-	2,770	-	(2,770)	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT		-	-	-	-	-	-
TOTAL EXPENDITURES		2,770	-	(2,770)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
					-	-	
REVENUES OVER/(UNDER) EXPENDITURES	-	4,318	-	4,318	1,451	1,360	-

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47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		18,741	-	18,741	-	-	-
TOTAL REVENUES		18,741	-	18,741	-	-	-
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	18,741	-	18,741	-	-	-

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							Budget Target 42%
48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		4,412	-	4,412	343	321	-
TOTAL REVENUES		4,412	-	4,412	343	321	-
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	10,534	(10,534)	-	-	-
CAPITAL OUTLAY		254,159	1,358	(255,517)	-	-	-
NEW CITY HALL	-	254,159	11,892	(266,051)	-	-	-
					-	-	
TOTAL EXPENDITURES		254,159	11,892	(266,051)	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	(249,747)	(11,892)	(261,639)		321	-

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							Budget Target 42%
51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
OTHER REVENUE		116,955	-	116,955	23,167	20,527	-
TOTAL REVENUES		116,955	-	116,955	23,167	20,527	-
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
WATER PLANT							
CAPITAL OUTLAY	10,878	-	257,294	(246,417)	-	-	2,365.35
WATER PLANT	10,878	-	257,294	(246,417)	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY	2,294,041	-	2,129,751	164,290	-	-	92.84
SEWER COLLECTION	2,294,041	-	2,129,751	164,290	-	-	92.84
Transfer Out		-	-	-	-	-	-
TOTAL EXPENDITURES	2,304,918	-	2,387,045	(82,127)	-	-	103.56
REVENUES OVER/(UNDER) EXPENDITURES	(2,304,918)	116,955	(2,387,045)	34,828	23,167	20,527	98.49

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Budget
Target
42%

53 - CAPITAL PROJECTS FIRESTATION
FINANCIAL SUMMARY

	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		15,890	-	15,890	469	91	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES		15,890	-	15,890	469	91	-
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY		682,419	1,606,686	(2,289,104)	248,681	-	-
FIRE	-	682,419	1,606,686	(2,289,104)	248,681	-	-
STREETS & ALLEYS							
CAPITAL OUTLAY		-	-	-	-	-	-
STREETS & ALLEYS	-	-	-	-	-	-	-
PARKS & RECREATION							
CAPITAL OUTLAY		792,571	866,402	(1,658,972)	155,557	4,583	-
PARKS & RECREATION		792,571	866,402	(1,658,972)	-	4,583	-
SANITATION							
CAPITAL OUTLAY		-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
ADMINISTRATION							
PROF/TECH SRVS		-	-	-	-	-	-
COST OF ISSUANCE		-	-	-	-	-	-
ADMINISTRATION		-	-	-	-	-	-
TOTAL EXPENDITURES	-	1,474,989	2,473,087	(3,948,076)	248,681	4,583	-
REVENUES OVER/(UNDER) EXPENDITURES	-	(1,459,100)	(2,473,087)	(3,932,187)	(248,213)	(4,492)	-

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54-2014 BOND FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	Budget Target 42%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		5,896	-	5,896	1,207	1,131	-
TOTAL REVENUES		5,896	-	5,896	1,207	1,131	-
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES		5,896	-	5,896	1,207	1,131	-

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							Budget Target 42%
58-CERT. OF OBLIG. SER 2023 FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		155,553	-	155,553	31,966	29,961	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES		155,553	-	155,553	31,966	29,961	-
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY		-	-	-	-	-	-
STREETS & ALLEYS							
CAPITAL OUTLAY	120,076	-	107,954	12,122	-	-	89.90
STREETS & ALLEYS	120,076	-	107,954	12,122	-	-	89.90
PARKS AND RECREATION							
CAPITAL OUTLAY	6,903,756	13,927	-	6,889,829	3,600	-	0.20
PARKS AND RECREATION	6,903,756	13,927	-	6,889,829	3,600	-	0.20
SANITATION							
CAPITAL OUTLAY	1,544,574	794,106	749,529	939	-	-	99.94
SANITATION	1,544,574	794,106	749,529	939	-	-	99.94
WATER PLANT							
CAPITAL OUTLAY	166,500	-	163,666	2,834	-	-	98.30
WATER PLANT	166,500	-	163,666	2,834	-	-	98.30
SEWER COLLECTION							
CAPITAL OUTLAY	265,094	262,987	-	2,107	-	-	99.21
SEWER COLLECTION	265,094	262,987	-	2,107	-	-	99.21
TOTAL EXPENDITURES	9,000,000	1,071,020	1,021,149	6,907,831	3,600	-	23.25
REVENUES OVER/(UNDER) EXPENDITURES	(9,000,000)	(915,467)	(1,021,149)	7,063,384		29,961	21.52

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24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	Budget Target 42%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,712,212	560,801	-	(1,151,411)	131,808	159,531	32.75
OTHER REVENUE	70,000	45,403	-	(24,597)	8,865	8,342	64.86
OTHR FINANCING SOURCES/U	(106,791)	(44,008)	-	62,783	(8,802)	(8,802)	41.21
					-	-	
TOTAL REVENUES	1,675,421	562,197	-	(1,113,224)	131,872	159,072	33.56
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	177,957	73,783	-	104,174	13,540	13,573	41.46
PURCHASED PROF/TECH SRVS	210,444	58,275	-	152,169	13,500	15,217	27.69
PUR PROP SRVS & OTH SRVS	77,711	37,776	-	39,935	8,304	13,923	48.61
SUPPLIES	26,000	6,324	-	19,676	645	-	24.32
CAPITAL OUTLAY		-	-	-	-	-	-
DEBT SERVICE	213,050	180,225	-	32,825	-	180,225	84.59
MISCELLANEOUS	970,259	348,460	-	621,799	480	70,649	35.91
SAN JUAN ECONOMIC DEV	1,675,421	704,843	-	970,578	36,469	293,586	42.07
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES		-		-	-	-	-
OTHER PROJECTS		-	-	-	-	-	-
TOTAL EXPENDITURES	1,675,421	704,843	-	970,578	36,469	293,586	42.07
REVENUES OVER/(UNDER) EXPENDITURES							
	-	(142,646)	-	(142,646)	95,403	(134,515)	-

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							Budget Target 42%
29 -SAN JUAN ECONIMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2023-2024	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-24	Feb-24	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		811	-	811	209	110	-
OTHR FINANCING SOURCES/U	106,791	44,008	-	(62,783)	8,802	8,802	41.21
TOTAL REVENUES	106,791	44,819	-	(61,972)	9,010	8,912	41.97
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	104,123	92,810	-	11,314	-	92,810	89.13
ORGANIZATIONAL EXPENSES	104,123	92,810	-	11,314	-	92,810	89.13
TOTAL EXPENDITURES	104,123	92,810	-	11,314	-	92,810	89.13
REVENUES OVER/(UNDER) EXPENDITURES	2,668	(47,991)	-	(50,659)	9,010	(83,898)	(1,798.76)