



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

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, March 25, 2025

REGULAR MEETING AGENDA **6:00 PM**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Proclamation Recognizing Mr. Vicente S. Rodriguez Jr. for 27 Years of Service with the City of San Juan Department of Utilities.
- B.** Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.
 - 1.** Department of Finance Monthly Report. [Leroy Gonzales, Director of Finance]
 - 2.** Fire Department Monthly Report. [Carlos Alaniz, Interim Fire Chief]

3. Police Department Monthly Report. [Leandro Sifuentes, Chief of Police]
4. Municipal Court Monthly Report. [Mary Enriquez, Court Administrator]
5. Department of Utilities Monthly Report. [Juan Carlos Martinez, Director of Utilities]

VI. PUBLIC HEARING/ORDINANCES

- A. Hold a Public Hearing and Consider an Ordinance Regarding a Conditional Use Permit for the Sale of Alcoholic Beverages (MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit) at “Ultima Ronda Bar & Grill” located at 1618 N. Veterans Boulevard Suite E, legally described as the West 335 feet of the North 440 feet of Lot 12, Block 5, John Closner Subdivision, as Requested by Ramon Flores III. [Jorge J. Garcia, Director of Planning]
- B. Hold a Public Hearing and Consider an Ordinance Regarding a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer’s Permit) at “Hibachi by Ruben” Restaurant located at 205 W. Nolana Avenue Suites 5 and 6, legally described as Lot 1, Plaza San Juan Subdivision, as Requested by Hibachi by Ruben, LLC. [Jorge J. Garcia, Director of Planning]

VII. APPOINTMENTS

- A. Consider Removal and Appointment of the Ex-Official Related to the San Juan Noche de Paz Pageant Board.

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

- A. Preliminary Plat Approval of the DG Veterans Subdivision being a 2.164-acre tract of land out of Lot 8, Block 5, John Closner Subdivision, located at the Southeast corner of Eldora Road and Veterans Boulevard, as Requested by AEC Engineering, LLC. [Jorge J. Garcia, Director of Planning]
- B. Discussion and Possible Action to Award CSP# 25-004-03-13 San Juan Police Building Expansion and Authorize the Interim City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.
- C. Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Auctioneer Services.
- D. Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Scrap Metal Processing Services.

IX. RESOLUTIONS

- A. Discussion and Possible Action, if any, Adopting a Resolution Opposing Texas House Bill 1683.
[Tirso Garza, Interim City Manager]

X. 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 §551.087 of the Texas Government Code (Economic Development Negotiations); Discussion and Possible Action Regarding Economic Development Matters on the Cesar Chavez Project.

XI. 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 §551.087 of the Texas Government Code (Economic Development Negotiations); Discussion and Possible Action Regarding Economic Development Matters on the Cesar Chavez Project.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 21st day of March 2025 at 7:00 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 _____, 2025.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

MEMORANDUM

TO: Tirso Garza, Interim City Manager

FROM: Brenda Escalante, City Secretary

DATE: 03/21/2025

SUBJECT: Proclamation Recognizing Mr. Vicente S. Rodriguez Jr. for 27 Years of Service with the City of San Juan Department of Utilities.



PROCLAMATION

Recognition of a Dedicated Career with the Department of Utilities
Vicente S. Rodriguez Jr.

Whereas,

Mr. Vicente S. Rodriguez Jr. was born on February 2, 1962, to Mr. Vicente Salvador Rodriguez Gonzalez and Mrs. Maria Roble Rodriguez Perez; and

Whereas,

Mr. Rodriguez married Mrs. Norma Rita Rodriguez on January 17, 1984 and moved to the City of San Juan where they raised their 4 children: Esperanza, Adriana, Vicente and Valente; and

Whereas,

Mr. Rodriguez started his career with the City of San Juan on September 22, 1997, as a Wastewater Collections System Operator within the Department of Public Works.; and

Whereas,

Mr. Rodriguez has served our community with pride through his work at the Department of Utilities, until his retirement as Lead Operator; and

Whereas,

the City of San Juan is honored to recognize Mr. Vicente S. Rodriguez for his 27 years and 6 months of distinguished service to our citizens; and

Whereas,

the City of San Juan would like to encourage everyone to join in congratulating Mr. Vicente Rodriguez Jr. on his retirement. We also want to express our sincere gratitude for his dedicated service to our beautiful City of San Juan.

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 Jesus “Jesse” Ramirez, hereby issue this 25th day of March, 2025, this Proclamation to Mr. Vicente Rodriguez Jr.

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Tirso Garza, Interim City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 03/18/2025

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

Finance Department

Department Description

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

- Process accounts payable and payroll for the City of San Juan and
- Economic Development Corporation.
- Provide monthly financial reports to Departments and City Commission
- Generate financial reporting according to GAAP
- Maintain an adequate level of liquidity and meet the financial responsibility of the City’s
- Investments policy prioritizing objectives of safety, liquidity and yield
- Issue Purchase Orders on a daily basis

Additional Information

8 STAFF MEMBERS

Maintained 27 funds, assisted 24 departments and posted 702 journal entries, issued 1,560 disbursement checks, 223 Bank Drafts and processed 3,363 payroll checks and direct Deposits, through the month of February 2025.

February Sales Tax 25.33% Increase of \$160,304 Compared to last year.

Audit FY 2023/2024 Started in November 2024. 85% complete

Reconciled 11 Bank Accounts

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

Budget Adjustments (228)
Budget Amendments (0)
Internal Budget Amendments (12)
Manage a 33.9 million budget

- General Fund Budget of 18.8 million
- Utility Fund 5.1 million
- Stormwater Fund 312 thousand
- Debt Service Fund 2.8 million
- Sanitation Fund 4.4 million
- Other Funds 2.2 million

Utility Billing & Collection Department

Department Description

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

- The City of San Juan collects about 7,418 Water 10,521 Sewer and Brush 10,056 accounts.
- North Alamo Water Supply Corporation services 3,549 sewer accounts and Garbage and Brush 2,920 Accounts.
- Per the Audited Financial Report, in FY ending 9/30/2023, the Utility Fund collected 6.3 million and the Sanitation Fund 4.2 million for a combined 10.5 million.
 - Email Billing (52)

Service Orders

Connects	86
Meter information	35
Disconnect	73
Dead Meters Change	25
Past Due Notice	1,833
Cut List/11th	167
Cut List Register	31

Payments are made by

58 % paid in person
1 % juniors
31 % online
6 % bank drafts
5 % other locations

- Staff of 9 Employees

Purchasing Division

Purchasing Description

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

Activity through January 2024.

Purchase Orders Issued	2,165
Purchase Order Changes/Voids	83
Bid Openings	3
Public Auction	0



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MEMORANDUM

TO: Tirso Garza, Interim City Manager

FROM: Tirso Garza, Fire Chief

DATE: 03/18/2025

SUBJECT: Fire Department Monthly Report. [Carlos Alaniz, Interim Fire Chief]

The San Juan Fire Department did the following activity in February 2025.

Emergency Calls

A total of 58 calls for February 2025. (Please see attached report.)

- A Shift = 15
- B Shift = 16
- C Shift = 27

Med-Care Response

Med-Care EMS responded along with the Fire Department to 12 calls in February 2025 and submitted a monthly report for that month.

County Calls

There were no county calls for February 2025.

Volunteer Department

The San Juan Volunteer Fire Department has not been able to meet for a monthly business meeting.

Fire Inspections

A total of 18 inspections were conducted in February 2025, which are the following:

- 2/3/2025 - IMMACULATE PREPRIMARY, 1619 SCOTTY ST,
- 2/5/2025 - THE INDUSTRIAL BALLROOM, LLC, 1200 E US HIGHWAY 83,
- 2/5/2025 - READY TO LEARN ACADEMY #2, 2601 N RAUL LONGORIA RD,
- 2/5/2025 - EDDIES DRIVE IN, 2801 N VETERANS BLVD,

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

- 2/5/2025 - KAIRO'S EVENT CENTER, 5201 N RAUL LONGORIA RD
- 2/11/2025 - LA INDIA AZTECA BAKERY, 1800 N RAUL LONGORIA, B RD
- 2/11/2025 - IRRIGATION-MART, INC, 701 E INTERSTATE 2,
- 2/11/2025 - THE INSURANCE AGENCY, 909 W FM 495,
- 2/11/2025 - MY LITTLE HOUSE DAY CARE, 221 EBANO DR
- 2/11/2025 - MARISCOS LA COSTA, 108 E FM 495, SUITE B,
- 2/11/2025 - SAN JUAN WINGS, INC. (WING STOP), 826 W. BUS 83, STE A,
- 2/11/2025 - M&M DRIVE THUR LLC, 301 S CESAR CHAVEZ RD,
- 2/14/2025 - SWEET DENTAL, 108 E FM 495
- 2/14/2025 - VANITY WORLD, 909 W FM 495, STE 13- 14,
- 2/18/2025 - DUNKIN', 1503 E INTERSTATE 2,
- 2/19/2025 - SMOKEYS BBQ, 500 N VETERANS RD,
- 2/19/2025 - NUTRICION XTREMA, 1209 E FM 495, STE B,
- 2/25/2025 - ACAYUCAN, 2506 N RAUL LONGORIA, STE 3

Plan Reviews

The following plans were reviewed for February 2025:

- Dollar General
- San Juan Police Department Expansion
- Drive Thru – Jose Joel Cantu Jr.
- SecuCare Movelt Mcallen LLC
- Albert Trevino – Apts

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belongs only to the logs submitted by the Fire Chief, Lieutenant, or Firefighter in charge of February 2025 to the Administration Office.

- A total of 198.70 Gallons of Unleaded
- A total of 477.31 Gallons of Diesel

Custom ▾ Feb 1, 2025 - Feb 28, 2025 ▾

79%

FIRE
Percentage of Total Incidents

19%

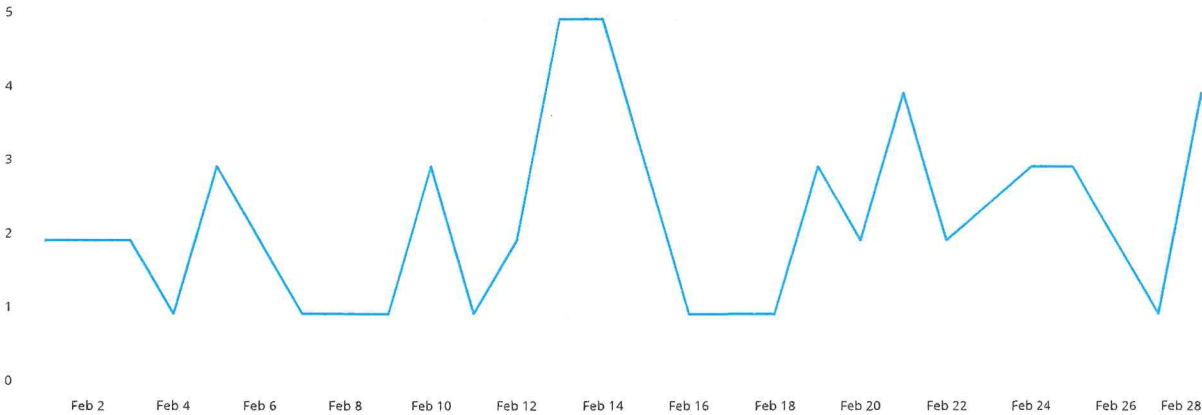
EMS
Percentage of Total Incidents

58

INCIDENTS
In Selected Time Slice

28

DAYS
In Selected Time Slice

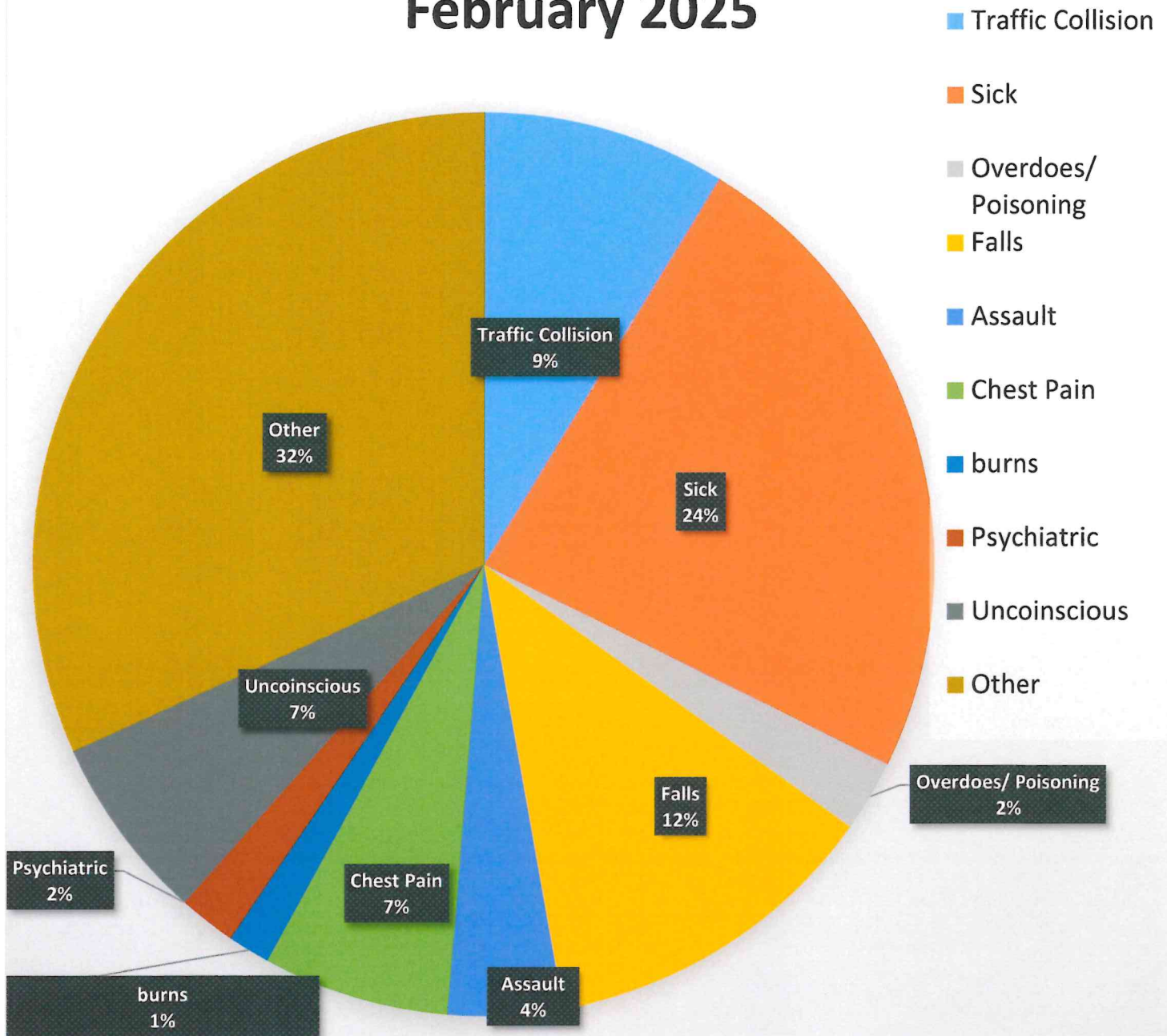


Counts	% Rows		% Columns		% All									
Week Ending	2/2/25	2/9/25	2/16/25	2/23/25	3/2/25	3/9/25	3/16/25	3/23/25	3/30/25	4/6/25	4/13/25	4/20/25	4/27/25	Total
(10) Fire, other					1									1
(13) Mobile property (vehicle) fire			1											1
(14) Natural vegetation fire			1		1									2
(31) Medical assist	1		2	1	1									5
(32) Emergency medical service (EMS) incident	1	1	2	1	1									6
(35) Extrication, rescue			1	1										2
(41) Combustible/f.. spills & leaks	1	1		1	1									4
(44) Electrical wiring/equipm. problem		2	2	1	1									6
(46) Accident, potential accident					1									1
(50) Service call, other			2											2
(53) Smoke, odor problem			1											1
(54) Animal problem or rescue	1													1
(55) Public service assistance		1		1										2
(61) Dispatched and canceled en route		1	1	1										3
(64) Vicinity alarm				1										1

Week Ending	2/2/25	2/9/25	2/16/25	2/23/25	3/2/25	3/9/25	3/16/25	3/23/25	3/30/25	4/6/25	4/13/25	4/20/25	4/27/25	Total
(65) Steam, other gas mistaken for smoke		1		2										3
(70) False alarm and false call, other		2	6	2	2									12
(73) System or detector malfunction		1												1
(74) Unintentional system/detect... operation (no fire)		1	1		1									3
NULL					1									1
Total	4	11	20	12	11									58

San Juan Priority 1 Natures

February 2025



Total Calls: 195

Average Response Time: 08:32

Most Common Call Types: Falls (24) Sick Person (46)

Date of Service	Run #	City	PU Address	Nature	Created Time	Assigned	Enroute	At Scene	Transporting	At Destination	Clear	Status Time Difference	Delay Reason	Average Response time
02/01/2025	3737-25	San Juan	309 W Army Dr	21 - Hemorrhage (Bleeding) / Lacerations	01:59:24	01:59:43	02:04:20	02:10:38	02:23:47	02:34:07	02:48:28	0:11:14	00:04:37 Min OOC delay on crew	0:08:32
02/01/2025	3747-25	San Juan	216 W Railroad St	32 - Unknown Problem (Person Down)	06:00:34	06:01:01	06:01:54	06:07:38	06:29:36	06:33:03	06:47:21	0:07:04		
02/01/2025	3766-25	San Juan	200 W Expy 83	24 - Pregnancy / Childbirth / Miscarriage	08:49:20	08:49:20	08:49:52	08:52:05	09:05:21	09:12:32	09:48:19	0:02:50		
02/01/2025	3778-25	San Juan	410 Lilly Dr	29 - Traffic Collision / Transportation Incident	10:52:07	10:52:23	10:53:15	10:57:21	11:18:41	11:37:06	12:04:24	0:05:14		
02/01/2025	3794-25	San Juan	410 Lilly Dr	29 - Traffic Collision / Transportation Incident	11:18:15	11:18:21	11:18:23	11:18:24				0:00:09		
02/01/2025	3799-25	San Juan	106 W 9th St	13 - Diabetic Problems	14:03:09	14:03:13	14:04:48	14:08:08				0:04:59		
02/01/2025	3875-25	San Juan	1111 Palano Dr	26 - Sick Person (Specific Diagnosis)	08:36:23	08:37:27	08:40:25	08:47:50	08:52:29	09:02:56	09:27:21	0:11:27	Traffic delay	
02/02/2025	3887-25	San Juan	2011 Omilos Ave	04 - Assault / Sexual Assault / Stun Gun	11:26:37	11:26:55	11:27:33	11:31:47				0:05:10		
02/02/2025	3890-25	San Juan	209 W 6th St	09 - Cardiac or Respiratory Arrest / Death	11:56:08	11:56:29	11:57:19	11:59:23	12:18:12	12:25:27	13:18:03	0:03:15		
02/02/2025	3897-25	San Juan	E Owassee Rd & S Raul Longoria Rd	29 - Traffic Collision / Transportation Incident	12:45:46	12:46:55	12:48:06	12:52:18	13:25:31	13:32:25	14:29:42	0:06:32		
02/02/2025	3900-25	San Juan	E Owassee Rd & S Raul Longoria Rd	29 - Traffic Collision / Transportation Incident	13:26:45	13:27:01	13:27:01	13:27:01	13:32:28	14:29:31	14:29:31	0:00:16		
02/02/2025	3901-25	San Juan	E Owassee Rd & S Raul Longoria Rd	29 - Traffic Collision / Transportation Incident	13:27:07	13:27:14	13:27:19	13:27:19	13:32:01	13:32:28	14:29:31	0:00:12		
02/02/2025	3923-25	San Juan	San Houston Blvd & San Antonio St	29 - Traffic Collision / Transportation Incident	16:31:22	16:31:27	16:33:15	16:35:26	16:45:34	17:00:52	17:36:34	0:04:04		
02/02/2025	3929-25	San Juan	314 E 6th St	17 - Falls	18:45:10	18:46:15	18:49:00	18:55:17				0:10:07	2nd active call	
02/02/2025	3947-25	San Juan	925 S Veterans Blvd	05 - Back Pain (Non-Traumatic or Non-Recent Trauma)	18:55:27	18:56:40	19:00:06	19:09:53	19:16:27	19:25:25	19:51:49	0:14:26	00:03:21 Min OOC delay on crew	
02/02/2025	3952-25	San Juan	1111 Palano Dr	26 - Sick Person (Specific Diagnosis)	19:41:32	19:42:08	19:43:10	19:49:52	19:53:43	20:05:53	20:37:19	0:08:20		
02/02/2025	3956-25	San Juan	209 W 6th St	26 - Sick Person (Specific Diagnosis)	20:48:11	20:48:56	20:49:27	20:56:08	21:05:43	21:20:13	21:49:09	0:07:57		
02/03/2025	3990-25	San Juan	1210 Foster St	05 - Back Pain (Non-Traumatic or Non-Recent Trauma)	06:33:34	06:34:03	06:37:52	06:49:55	06:56:35	07:12:37	07:24:15	0:16:21		
02/03/2025	3988-25	San Juan	5104 N Raul Longoria Rd	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	08:26:19	08:26:30	08:29:08	08:35:26	08:46:11	09:01:14	09:13:22	0:09:07	00:03:49 Min OOC delay on crew	
02/03/2025	4013-25	San Juan	304 S Liberty Loop	02 - Allergies (Reactions) / Envenomations (Stings, Bites)	11:45:53	11:46:11	11:48:15	11:58:15				0:12:22	Traffic delay	
02/03/2025	4018-25	San Juan	847 S Kansas Ave	26 - Sick Person (Specific Diagnosis)	12:06:52	12:08:58	12:09:17	12:16:37	12:34:42	12:47:54	13:26:46	0:09:45		
02/03/2025	4041-25	San Juan	702 Sylvia Cr	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	14:57:18	14:57:32	14:59:01	15:02:39	15:09:19	15:20:42	15:51:38	0:05:21		
02/03/2025	4067-25	San Juan	107 Cl Del Jardin	01 - Abdominal Pain / Problems	18:20:21	18:20:28	18:25:07	18:28:50	18:33:14	18:39:36	18:50:30	0:06:29		
02/03/2025	4084-25	San Juan	502 Francis St	04 - Assault / Sexual Assault / Stun Gun	20:19:31	20:19:43	20:22:23	20:26:02				0:06:31		
02/03/2025	4097-25	San Juan	300 N NEBASKA AVE	26 - Sick Person (Specific Diagnosis)	21:41:10	21:41:16	21:47:51	21:53:12	22:04:03	22:05:34	22:17:12	0:12:02		
02/04/2025	4112-25	San Juan	711 W 7th St	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	01:41:48	01:41:54	01:48:32	01:58:30	02:04:57	02:10:18	02:24:52	0:16:42	00:06:35 Min OOC delay on crew	
02/04/2025	4129-25	San Juan	426 W 12th St	26 - Sick Person (Specific Diagnosis)	08:29:29	08:29:50	08:30:05	08:36:01	08:49:30	09:09:31	09:36:59	0:06:32	00:06:37 Min OOC delay on crew	
02/04/2025	4138-25	San Juan	106 W 9th St	13 - Diabetic Problems	10:36:08	10:36:17	10:38:41	10:39:18				0:03:10		
02/04/2025	4155-25	San Juan	205 W Sioux Rd	26 - Sick Person (Specific Diagnosis)	13:39:31	13:39:38	13:40:42	13:45:33	14:09:59	14:17:49	14:55:29	0:06:02		
02/04/2025	4212-25	San Juan	806 W San Houston Blvd	19 - Heart Problems / A.I.C.D.	21:27:27	21:27:37	21:29:58	21:41:20	22:05:41	22:15:53	22:43:50	0:13:58	00:06:38 Min OOC delay on crew	
02/05/2025	4237-25	San Juan	318 W 6th St	17 - Falls	05:30:27	05:32:40	06:34:57	06:44:15	05:57:21	06:10:26	07:05:17	0:13:48	Initial crew was not acknowledging traffic	
02/05/2025	4257-25	San Juan	400 N Iowa Ave	26 - Sick Person (Specific Diagnosis)	09:17:49	09:18:03	09:18:43	09:19:51	09:41:40	09:52:14	10:26:04	0:02:02		
02/05/2025	4267-25	San Juan	1416 Sooty St	26 - Sick Person (Specific Diagnosis)	09:52:06	09:52:19	09:53:19	10:01:06	10:22:25	10:56:12	11:07:54	0:09:00		
02/05/2025	4270-25	San Juan	319 W 6th St	26 - Sick Person (Specific Diagnosis)	10:23:33	10:23:47	10:25:19	10:25:21	10:35:47	10:55:47	12:13:46	0:01:48		
02/05/2025	4287-25	San Juan	1108 San Francisco St	26 - Sick Person (Specific Diagnosis)	13:16:30	13:16:54	13:17:17	13:22:02	13:35:39	13:44:27	14:48:08	0:05:32		
02/05/2025	4307-25	San Juan	106 Monica St	04 - Assault / Sexual Assault / Stun Gun	15:36:08	15:36:39	15:36:59	15:41:29	15:43:29	15:56:33	16:28:09	0:05:21		
02/05/2025	4317-25	San Juan	910 Orange St	01 - Abdominal Pain / Problems	16:33:04	16:33:27	16:34:29	16:41:53	16:54:48	17:11:36	17:41:48	0:08:49		
02/06/2025	4360-25	San Juan	5104 N Raul Longoria Rd	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	00:34:30	00:34:47	00:38:15	00:41:55	00:55:48	01:06:00	01:27:34	0:07:26		
02/06/2025	4397-25	San Juan	600 Farm to Market 495	11 - Choking	11:08:23	11:08:52	11:11:21	11:16:47	11:27:42	11:45:50	12:09:26	0:08:24		
02/06/2025	4401-25	San Juan	1511 Mary Ann St	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	11:37:26	11:38:05	11:42:39	11:48:31	12:06:00	12:23:59	13:13:45	0:11:05	2nd active call	
02/06/2025	4404-25	San Juan	E Frontage Rd & Cesar Chavez Rd	29 - Traffic Collision / Transportation Incident	12:06:35	12:06:56	12:07:32	12:08:55	12:13:10	12:32:47	12:42:08	0:02:20		
02/06/2025	4428-25	San Juan	3802 Jesenia St	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	15:15:20	15:17:09	15:19:12	15:25:38	15:41:35	15:56:01	16:32:54	0:10:18	Traffic delay	
02/06/2025	4452-25	San Juan	905 Eldora Rd	17 - Falls	17:26:46	17:28:32	17:28:54	17:36:33	17:56:28	18:14:07	19:23:21	0:09:47		
02/06/2025	4480-25	San Juan	S Standard Ave & W 11th St	29 - Traffic Collision / Transportation Incident	21:46:49	21:47:19	21:49:24	21:55:20	22:07:57	22:11:53	22:26:17	0:08:31		
02/06/2025	4482-25	San Juan	5102 Olander Dr	17 - Falls	22:04:03	22:06:49	22:06:49	22:10:32				0:06:29		
02/07/2025	4506-25	San Juan	900 US-83	26 - Sick Person (Specific Diagnosis)	07:42:37	07:42:48	07:44:15	07:52:18				0:09:41		
02/07/2025	4518-25	San Juan	1301 Foster St	26 - Sick Person (Specific Diagnosis)	09:54:08	09:54:19	09:55:15	10:02:17	10:33:54	10:50:59	11:23:16	0:08:09		
02/07/2025	4533-25	San Juan	415 Asapalco Ln	17 - Falls	12:22:56	12:23:08	12:24:39	12:27:10				0:04:14		
02/07/2025	4536-25	San Juan	700 N Cesar Chavez Rd	29 - Traffic Collision / Transportation Incident	12:36:10	12:36:15	12:38:29	12:45:59	12:56:48	13:12:38	13:40:27	0:09:49		
02/07/2025	4542-25	San Juan	212 W Hazel St	12 - Convulsions / Seizures	13:30:26	13:30:33	13:31:10	13:33:16	13:50:06	13:53:01	14:10:54	0:02:50		
02/07/2025	4544-25	San Juan	110 S Liberty Loop	26 - Sick Person (Specific Diagnosis)	13:42:40	13:42:45	13:45:31	13:56:14	14:10:57	14:32:23	15:16:41	0:13:34	2nd active call	
02/07/2025	4549-25	San Juan	2311 N San Antonio Ave	26 - Sick Person (Specific Diagnosis)	19:45:29	19:46:51	19:48:13	19:51:17	20:10:18	20:18:11	20:35:31	0:05:48		
02/07/2025	4592-25	San Juan	600 Farm to Market 495	17 - Falls	19:45:35	19:46:59	19:48:19	20:02:39	20:25:05	20:37:03	21:29:05	0:17:04	2nd active call	
02/08/2025	4650-25	San Juan	900 E Business 83	17 - Falls	10:03:37	10:03:40	10:06:14	10:09:40	10:23:38	10:41:36	11:36:41	0:06:03		
02/08/2025	4665-25	San Juan	902 W Marquette St	26 - Sick Person (Specific Diagnosis)	12:40:02	12:40:18	12:40:57	12:44:54	13:02:04	13:14:08	13:34:47	0:04:52		
02/08/2025	4679-25	San Juan	711 W 7th St	26 - Sick Person (Specific Diagnosis)	15:57:53	15:57:57	15:59:31	16:05:06	16:13:26	16:27:24	16:56:41	0:07:13		
02/08/2025	4684-25	San Juan	426 W 12th St	06 - Convulsions / Problems	16:26:39	16:26:44	16:27:27	16:35:09	16:46:47	17:09:16	17:46:43	0:08:30		
02/08/2025	4703-25	San Juan	W 7th St & Col Dr	12 - Convulsions / Seizures	19:45:49	19:45:56	19:48:56	19:59:21	20:11:03	20:27:49	20:37:10	0:13:32	Traffic delay	
02/08/2025	4704-25	San Juan	905 W Ridge Rd	17 - Falls	20:08:30	20:08:35	20:09:56	20:22:32	20:33:32	20:41:45	21:24:19	0:14:05	2nd active call	
02/08/2025	4711-25	San Juan	210 Jaime St	31 - Unconscious / Fainting (Near)	21:12:53	21:12:56	21:15:43	21:20:04	21:31:43	21:43:53	22:19:55	0:07:11		
02/09/2025	4748-25	San Juan	109 Sandy Ave	23 - Overdose / Poisoning (Ingestion)	07:24:23	07:24:33	07:28:58	07:29:30	07:53:19	08:11:49	08:55:07	0:05:07		
02/09/2025	4754-25	San Juan	315 W Hazel St	17 - Falls	10:02:54	10:03:11	10:06:13	10:06:14	10:29:58	10:42:51	11:34:35	0:03:20		
02/09/2025	4807-25	San Juan	1605 Hooper St	04 - Assault / Sexual Assault / Stun Gun	23:02:38	23:02:43	23:06:15	23:10:58				0:08:20		
02/10/2025	4828-25	San Juan	800 W Expy 83	29 - Traffic Collision / Transportation Incident	08:04:35	08:04:40	08:08:07	08:15:47				0:11:12	Traffic delay	
02/10/2025	4851-25	San Juan	804 E Business Hwy 83	28 - Stroke (CVA) / Transient Ischemic Attack (TIA)	12:37:15	12:37:22	12:39:52	12:44:31	13:07:41	13:29:46	13:56:23	0:07:16		

02/10/2025	4886-25	San Juan	910 Orange St	13 - Diabetic Problems	15:48:02	15:48:23	15:49:16	15:53:13	16:15:19	16:34:11	17:12:42	00:05:11	
02/10/2025	4880-25	San Juan	N Rail Longoria Rd & Minnesota Rd	29 - Traffic Collision / Transportation Incident	17:27:36	17:27:48	17:27:52	17:30:07	17:52:18	18:02:00	18:16:32	00:02:31	Traffic delay
02/10/2025	4882-25	San Juan	N Rail Longoria Rd & Minnesota Rd	29 - Traffic Collision / Transportation Incident	17:38:55	17:39:01	17:40:48	17:41:56	18:03:35	18:20:41	18:30:05	00:12:06	Traffic delay
02/10/2025	4886-25	San Juan	1106 Rio Blanco St	31 - Unconscious / Fainting (Near)	19:56:39	19:57:36	19:59:08	20:07:48	20:37:48	20:53:22	21:26:14	00:11:09	
02/10/2025	4906-25	San Juan	1105 San Ramon St	12 - Convulsions / Seizures	21:16:01	21:17:09	21:18:20	21:22:15	21:40:04	21:57:14	22:29:41	00:06:14	
02/10/2025	4909-25	San Juan	1419 Scotty St	04 - Assault / Sexual Assault / Sun Gun	21:56:16	21:56:28	21:56:50	22:01:51				00:05:35	
02/10/2025	4913-25	San Juan	912 W 41st St	26 - Sick Person (Specific Diagnosis)	22:33:25	22:33:45	22:34:27	22:37:53	23:11:07	23:23:10	23:56:20	00:04:28	
02/10/2025	4917-25	San Juan	5104 N Rail Longoria Rd	06 - Breathing Problems	00:12:49	00:13:25	00:14:17	00:17:05	00:25:28	00:39:20	01:00:06	00:04:16	
02/10/2025	4940-25	San Juan	431 W 12th St	26 - Sick Person (Specific Diagnosis)	08:18:39	08:19:10	08:22:00	08:31:40	08:44:07	08:59:59	09:19:49	01:13:01	
02/11/2025	4960-25	San Juan	5104 N Rail Longoria Rd	06 - Breathing Problems	12:07:37	12:08:12	12:10:00	12:17:54	12:25:26	12:45:00	13:26:51	01:10:17	
02/11/2025	4970-25	San Juan	110 W Los Ebanos St	28 - Stroke (CVA) / Transient Ischemic Attack (TIA)	13:32:22	13:32:28	13:32:53	13:34:25	13:46:36	14:02:52	14:44:37	00:02:03	Traffic delay
02/11/2025	5021-25	San Juan	814 Sessa Service Rd	17 - Falls	21:52:24	21:52:46	21:55:21	22:02:28	22:37:37	22:48:43	23:35:03	01:00:04	
02/11/2025	5025-25	San Juan	912 W 41st St	26 - Sick Person (Specific Diagnosis)	22:47:50	22:48:21	22:53:31	23:01:53	23:15:56	23:26:32	00:21:04	01:14:03	00:05:10 Min OOC delay on crew
02/12/2025	5035-25	San Juan	112 W Expy 83	17 - Falls	01:17:46	01:17:51	01:21:29	01:24:09				00:06:23	
02/12/2025	5045-25	San Juan	400 Paxton Dr	26 - Sick Person (Specific Diagnosis)	05:37:29	05:37:49	05:41:19	05:46:05	06:06:08	06:19:13	06:46:46	00:08:36	
02/12/2025	5048-25	San Juan	1802 Chula Vista Dr	12 - Convulsions / Seizures	06:48:34	06:48:41	06:53:09	06:57:36	07:19:39	07:37:09	07:51:12	00:09:02	2nd active call
02/12/2025	5050-25	San Juan	619 Sundance Ln	17 - Falls	07:09:51	07:10:06	07:11:48	07:19:57				01:10:06	
02/12/2025	5052-25	San Juan	112 W Expy 83	06 - Breathing Problems	07:29:58	07:30:03	07:30:24	07:36:24				00:06:26	
02/12/2025	5068-25	San Juan	3802 Jesenia St	09 - Cardiac or Respiratory Arrest / Death	09:50:45	09:50:52	09:51:37	09:58:05	10:26:49	10:36:07	11:29:23	00:07:20	
02/12/2025	5088-25	San Juan	6504 S Stewart Rd	31 - Unconscious / Fainting (Near)	13:31:41	13:31:44	13:34:25	13:46:38	14:03:43	14:23:06	15:04:44	01:14:57	Traffic delay
02/13/2025	5146-25	San Juan	807 San Angel St	26 - Sick Person (Specific Diagnosis)	00:07:06	00:07:18	00:12:45	00:17:18	01:03:39	01:12:48	01:25:14	01:10:12	00:05:27 Min OOC delay on crew
02/13/2025	5147-25	San Juan	619 Sundance Ln	21 - Hemorrhage (Bleeding) / Lacerations	00:32:42	00:33:01	00:36:43	00:42:20	01:06:17	01:19:36	02:01:45	00:09:38	
02/13/2025	5158-25	San Juan	912 Lemon St	31 - Unconscious / Fainting (Near)	04:26:28	04:26:54	04:28:56	04:33:02	05:04:37	05:16:17	05:32:37	00:06:34	
02/13/2025	5166-25	San Juan	400 Paxton Dr	26 - Sick Person (Specific Diagnosis)	05:46:31	05:46:43	05:54:42	06:01:18	06:26:12	06:37:34	07:31:48	01:14:47	00:07:59 Min OOC delay on crew
02/13/2025	5167-25	San Juan	275 Alta St	13 - Diabetic Problems	05:48:15	05:48:45	05:54:36	06:02:14	06:21:23	06:34:26	08:15:28	01:13:59	2nd active call
02/13/2025	5171-25	San Juan	300 N NEBRASKA AVE	26 - Sick Person (Specific Diagnosis)	07:27:32	07:27:38	07:27:57	07:30:05	07:47:04	07:57:16	08:49:20	00:02:33	
02/13/2025	5174-25	San Juan	804 S Stewart Rd	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	09:08:48	09:09:23	09:10:49	09:14:42	09:33:29	09:38:24	10:10:06	00:05:54	
02/13/2025	5184-25	San Juan	770 E Dove St	17 - Falls	10:27:30	10:27:43	10:28:44	10:32:51				00:05:21	
02/13/2025	5201-25	San Juan	705 W Chaparral St	26 - Sick Person (Specific Diagnosis)	14:44:07	14:44:14	14:48:14	14:48:24	15:13:47	15:27:31	15:58:59	00:04:17	
02/13/2025	5220-25	San Juan	2912 Samanthra Dr	31 - Unconscious / Fainting (Near)	16:37:53	16:38:09	16:38:44	16:47:45	17:09:56	17:27:50	17:55:44	00:09:52	
02/13/2025	5222-25	San Juan	426 W 12th St	06 - Breathing Problems	16:44:29	16:44:44	16:45:57	16:55:44	17:10:19	17:37:48	19:03:18	01:11:15	2nd active call
02/13/2025	5246-25	San Juan	1410 Short Rd	26 - Sick Person (Specific Diagnosis)	20:07:09	20:07:22	20:09:26	20:14:55	20:24:31	20:37:28	21:10:32	00:07:46	
02/14/2025	5275-25	San Juan	1202 S Standard Ave	26 - Sick Person (Specific Diagnosis)	04:08:06	04:08:18	04:13:53	04:20:32	04:33:06	04:46:16	05:01:58	01:12:26	00:05:35 Min OOC delay on crew
02/14/2025	5288-25	San Juan	1309 Sunset St	06 - Breathing Problems	10:29:27	10:29:57	10:32:00	10:35:26	10:40:24	10:58:13	11:17:22	00:05:59	
02/14/2025	5289-25	San Juan	426 W 12th St	06 - Breathing Problems	10:53:37	10:53:59	10:55:03	11:04:31	11:15:02	11:31:21	12:07:21	01:05:54	2nd active call
02/14/2025	5295-25	San Juan	705 W Chaparral St	26 - Sick Person (Specific Diagnosis)	11:28:57	11:29:10	11:29:38	11:38:49	11:46:07	12:05:08	12:46:14	00:09:52	
02/14/2025	5305-25	San Juan	213 Jaime St	26 - Sick Person (Specific Diagnosis)	13:01:31	13:01:56	13:03:16	13:07:45	13:20:44	13:36:16	14:07:03	00:06:14	
02/14/2025	5310-25	San Juan	502 San Houston Blvd	05 - Back Pain (Non-Traumatic or Non-Recent Trauma)	14:15:41	14:16:00	14:16:55	14:25:39				00:09:58	
02/14/2025	5318-25	San Juan	824 W Business 83	26 - Sick Person (Specific Diagnosis)	15:32:01	15:32:09	15:33:01	15:46:53	15:49:12	16:07:55	17:04:44	01:14:52	Traffic delay
02/14/2025	5366-25	San Juan	600 E Business 83	29 - Traffic Collision / Transportation Incident	20:11:47	20:12:24	20:15:50	20:22:01	20:38:56	20:46:50	21:24:13	01:10:14	Traffic delay
02/14/2025	5368-25	San Juan	825 E San Diego St	26 - Sick Person (Specific Diagnosis)	20:24:34	20:25:33	20:26:00	20:37:22	20:57:58	21:09:46	21:51:36	01:12:48	2nd active call
02/14/2025	5399-25	San Juan	2207 S San Antonio Ave	17 - Falls	20:26:41	20:26:09	20:29:32	20:45:41	20:57:04	21:06:02	21:56:05	01:19:00	3rd active call
02/14/2025	5397-25	San Juan	600 E Business 83	29 - Traffic Collision / Transportation Incident	20:39:04	20:39:10	20:39:12	20:39:13	20:39:16	20:46:38	21:24:14	00:00:09	
02/15/2025	5379-25	San Juan	1620 N Rail Longoria Rd	28 - Stroke (CVA) / Transient Ischemic Attack (TIA)	21:14:22	21:15:46	21:17:46	21:29:57	21:46:25	21:57:27	22:46:22	01:15:35	4th active call
02/15/2025	5464-25	San Juan	1300 S Wyoming Ave	12 - Convulsions / Seizures	01:48:00	01:48:26	01:54:23	02:02:40	02:20:25	02:33:57	02:57:09	01:13:40	00:05:57 Min OOC delay on crew
02/15/2025	5464-25	San Juan	209 Enrico Dr	23 - Overdose / Poisoning (Ingestion)	02:10:51	02:10:55	02:12:53	02:13:35				00:05:44	
02/16/2025	5481-25	San Juan	231 E 8th St	23 - Overdose / Poisoning (Ingestion)	00:27:03	00:27:38	00:31:35	00:37:08				01:00:05	00:03:57 Min OOC delay on crew
02/16/2025	5483-25	San Juan	910 Orange St	01 - Abdominal Pain / Problems	00:58:04	00:59:04	01:02:32	01:07:17	01:24:05	01:34:58	02:02:16	00:09:13	00:05:18 Min OOC delay on crew
02/16/2025	5497-25	San Juan	121 W 7th St	32 - Unknown Problem (Person Down)	05:00:13	05:01:57	05:07:15	05:14:35				01:14:22	
02/16/2025	5500-25	San Juan	1009 Victory St	31 - Unconscious / Fainting (Near)	06:37:58	06:38:54	06:41:07	06:46:58	06:27:38	09:33:57	09:55:43	00:08:00	
02/16/2025	5509-25	San Juan	1325 Mayfair St	26 - Sick Person (Specific Diagnosis)	09:07:43	09:07:51	09:09:29	09:13:38	09:27:38	10:28:09	11:09:45	00:05:55	
02/16/2025	5514-25	San Juan	1108 San Francisco St	06 - Breathing Problems	09:46:43	09:47:26	09:47:48	09:55:39	10:17:24	10:59:58	11:50:48	00:08:56	
02/16/2025	5516-25	San Juan	1009 Victory St	12 - Convulsions / Seizures	10:18:07	10:18:09	10:19:54	10:28:03	10:59:18	11:21:30	11:50:48	00:09:56	
02/17/2025	5608-25	San Juan	804 Treysen Dr	24 - Pregnancy / Childbirth / Miscarriage	4:51:29	4:52:04	4:57:11	5:02:10	5:09:20	5:24:26	5:34:55	01:10:41	00:05:07 Min OOC delay on crew
02/17/2025	5619-25	San Juan	4011 N Velarans Blvd	12 - Convulsions / Seizures	8:02:34	8:03:23	8:05:08	8:11:28	9:57:00	10:07:55	10:35:43	00:09:16	
02/17/2025	5626-25	San Juan	4011 N Velarans Blvd	12 - Convulsions / Seizures	9:36:38	9:36:44	9:37:04	9:45:54				00:09:59	
02/17/2025	5654-25	San Juan	700 US 83 BUS	26 - Sick Person (Specific Diagnosis)	13:17:49	13:17:54	13:19:37	13:27:48	17:50:51	18:02:30	18:33:00	00:05:25	
02/17/2025	5689-25	San Juan	North N Rail Longoria Rd & Liberty Lp	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	17:42:14	17:43:12	17:45:47	17:47:39	18:02:30	18:33:00	18:50:45	00:04:18	
02/17/2025	5709-25	San Juan	210 Nadia St	04 - Assault / Sexual Assault / Sun Gun	22:45:17	22:45:17	22:49:47	22:49:35	9:24:57	9:33:55	9:56:23	00:07:13	
02/18/2025	5740-25	San Juan	221 Rafael Dr	06 - Breathing Problems	9:01:21	9:01:39	9:03:52	9:08:34	9:30:09	9:53:22	10:31:49	01:14:59	
02/18/2025	5741-25	San Juan	406 Dakota Dr	06 - Breathing Problems	9:04:32	9:05:07	9:05:30	9:19:31	15:44:49	16:03:19	17:07:26	00:04:19	
02/18/2025	5779-25	San Juan	300 N NEBRASKA AVE	21 - Hemorrhage (Bleeding) / Lacerations	15:12:55	15:13:27	15:14:01	15:17:14	18:46:11	19:05:37	20:00:46	01:11:53	00:05:17 Min OOC delay on crew
02/19/2025	5844-25	San Juan	1606 Kiwi Ct	26 - Sick Person (Specific Diagnosis)	18:29:21	18:29:26	18:34:43	18:41:14	1:57:08	2:04:29	2:20:30	01:11:53	00:06:46 Min OOC delay on crew
02/19/2025	5864-25	San Juan	1919 Carcon Dr	06 - Breathing Problems	12:10:06	12:10:06	12:28:06	13:42:14	9:28:47	9:41:50	10:14:49	00:05:59	
02/19/2025	5879-25	San Juan	402 Citrus St	06 - Breathing Problems	8:55:47	8:55:51	8:58:38	9:01:46				00:03:46	
02/19/2025	5879-25	San Juan	715 W 6th St	32 - Unknown Problem (Person Down)	12:03:55	12:04:13	12:04:30	12:07:41					

5881-25	618 S Kansas Ave	San Juan	26 - Sick Person (Specific Diagnosis)	19 - Heart Problems / A I C D	San Juan	13:35:07	13:35:07	13:35:05	13:36:21	13:41:32	13:54:32	14:10:59	15:01:44	00:06:25	2nd active call
5900-25	300 N NEBRASKA AVE	San Juan	31 - Unconscious / Fainting (Near)	San Juan	15:10:56	15:12:16	15:12:16	15:12:16	15:12:16	15:12:16	15:15:06	16:06:59	16:45:18	00:12:34	
5901-25	4404 Rodriguez St	San Juan	31 - Unconscious / Fainting (Near)	San Juan	15:17:27	15:18:05	15:22:08	15:24:11	15:31:45	16:02:26	16:20:25	16:39:50	17:04:50	00:09:38	
5902-25	1410 Short Rd	San Juan	31 - Unconscious / Fainting (Near)	San Juan	15:22:07	15:22:39	15:24:11	15:31:45	16:02:45	16:11:04	16:31:38	16:45:58	17:04:50	00:09:59	
5905-25	2012 Mayfair St	San Juan	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	25 - Psychiatric / Abnormal Behavior / Suicide Attempt	San Juan	18:20:36	18:24:07	18:24:30	18:31:12	18:36:46	18:45:04	18:55:04	19:39:29	00:07:30	
5925-25	401 W Business 83	San Juan	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	20 - Traffic Collision / Transportation Incident	San Juan	3:24:10	3:24:24	3:25:42	3:31:40	9:11:31	9:27:58	9:57:27	10:05:39	00:05:39	Traffic delay 00:07:01 Min OOC delay on crew
5958-25	107 W Hazel St	San Juan	23 - Traffic Collision / Transportation Incident	17 - Falls	San Juan	8:47:04	8:47:14	8:47:17	8:52:43	11:26:23	11:40:58	12:26:24	14:10:58	00:07:34	
5971-25	E Frontage Rd W & N Veterans Blvd	San Juan	26 - Sick Person (Specific Diagnosis)	17 - Falls	San Juan	13:43:49	13:44:24	13:45:42	13:50:18	14:04:33	14:15:53	14:48:34	15:05:29	00:05:29	
5982-25	608 E 15th St	San Juan	17 - Falls	San Juan	17:36:38	17:37:03	17:39:59	17:43:41	17:54:28	18:11:32	18:25:14	18:48:34	19:07:16	00:16:28	
6005-25	1915 Luna Bonita St	San Juan	23 - Overdose / Poisoning (Ingestion)	23 - Overdose / Poisoning (Ingestion)	San Juan	19:54:31	19:54:56	19:58:18	20:03:30	20:11:13	20:22:55	20:53:27	20:58:59	00:08:59	Traffic delay 00:06:14 Min OOC delay on crew
6028-25	100 W 14th St	San Juan	22 - Inaccessible Incident / Other Entrapments (Non-Traffic)	17 - Falls	San Juan	22:48:06	22:48:29	22:49:47	22:54:18	23:09:46	23:24:55	23:38:59	23:48:59	00:06:12	
6041-25	719 San Lucas St	San Juan	17 - Falls	San Juan	00:15:31	00:15:55	00:16:55	00:28:42	03:49:09	04:01:27	04:36:14	04:51:27	05:07:36	00:11:43	
6055-25	1604 Sol St	San Juan	32 - Unknown Problem (Person Down)	04 - Assault / Sexual Assault / Stun Gun	San Juan	03:20:10	03:20:38	03:27:39	03:37:36	03:49:58	04:04:19	04:31:31	04:51:27	00:17:26	
6099-25	1604 Sol St	San Juan	04 - Assault / Sexual Assault / Stun Gun	25 - Psychiatric / Abnormal Behavior / Suicide Attempt	San Juan	03:37:26	03:37:42	03:38:25	03:46:45	08:41:04	08:59:35	09:17:16	09:44:34	00:17:31	2nd active call
6070-25	W Mesquite St & Antelope St	San Juan	29 - Traffic Collision / Transportation Incident	17 - Falls	San Juan	16:34:04	16:34:38	16:38:24	16:39:48	16:59:02	17:15:40	17:30:38	17:50:38	00:14:04	
6084-25	808 W Mesquite St	San Juan	17 - Falls	San Juan	17:23:48	17:28:32	17:29:45	17:45:51	12:51:42	13:06:50	13:32:07	13:47:51	14:07:53	00:11:42	
6141-25	E Thelma St & N Raul Longoria Rd	San Juan	11 - Choking	San Juan	12:36:22	12:36:32	12:36:35	12:36:36	15:37:07	15:57:41	16:07:53	16:24:51	16:39:29	00:03:09	
6153-25	5102 Oleander Dr	San Juan	26 - Sick Person (Specific Diagnosis)	17 - Falls	San Juan	15:36:09	15:36:30	15:37:07	15:39:18	17:57:41	18:05:11	18:31:56	18:57:07	00:07:27	Traffic delay Cannot track unit
6222-25	900 E business 83	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	17:28:23	17:28:45	17:30:50	17:35:50	20:11:40	20:29:53	20:32:27	20:50:44	01:02:29	00:10:29	
6281-25	109 Gonzalez Dr	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	19:59:16	19:59:26	20:02:05	20:11:40	20:29:53	20:32:27	20:50:44	01:02:29	00:10:29	00:10:29	
6269-25	5301 Dorado Dr	San Juan	29 - Traffic Collision / Transportation Incident	01 - Abdominal Pain / Problems	San Juan	23:05:48	23:06:05	23:07:48	23:16:13	00:16:31	00:32:00	00:48:46	00:53:01	00:06:15	
6297-25	717 San Ignacio St	San Juan	32 - Unknown Problem (Person Down)	San Juan	01:37:12	01:37:35	01:38:51	01:45:57	08:29:08	08:50:42	09:34:12	09:53:01	10:27:08	00:08:42	Traffic delay
6310-25	1407 Rio Blanco St	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	07:54:47	07:55:02	07:56:28	08:01:43	10:52:01	11:05:27	11:27:38	12:38:27	13:31:16	00:07:00	
6318-25	210 Citrus St	San Juan	06 - Breathing Problems	San Juan	10:37:03	10:37:26	10:38:27	10:42:48	12:23:53	12:38:27	13:13:16	13:40:23	14:00:48	00:05:18	
6329-25	129 Alfredo St	San Juan	17 - Falls	San Juan	12:01:25	12:02:46	12:08:11	12:23:53	13:42:21	14:00:48	00:27:41	00:40:18	00:55:18	00:12:29	
6353-25	1009 E 13th St	San Juan	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	San Juan	13:21:35	13:21:40	13:22:48	13:28:13	09:34:15	09:36:33	09:43:00	09:53:01	00:08:42	1st active call responded from Emlburg 00:05:14 Min OOC delay on crew
6358-25	508 S Standard St	San Juan	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	04 - Assault / Sexual Assault / Stun Gun	San Juan	00:07:35	00:07:39	00:12:31	00:12:53	09:58:12	10:06:54	10:27:08	10:42:30	00:07:52	
6405-25	3012 Las Cruces Ave	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	07:57:49	07:59:02	07:59:58	08:10:18	13:55:53	14:23:31	14:28:30	19:46:54	19:46:54	00:12:19	
6406-25	3000 Lucky Dr	San Juan	17 - Falls	San Juan	09:24:33	09:25:00	09:25:26	09:34:15	13:52:19	14:02:32	14:35:09	18:07:10	18:28:05	00:06:46	
6423-25	702 Sylvia Cr	San Juan	31 - Unconscious / Fainting (Near)	San Juan	09:31:12	09:31:39	09:32:08	09:40:39	13:52:19	14:02:32	14:35:09	18:07:10	18:28:05	00:06:46	Traffic delay
6434-25	100 Neda St	San Juan	31 - Unconscious / Fainting (Near)	San Juan	13:15:41	13:16:07	13:21:02	13:23:38	13:55:53	14:23:31	14:28:30	19:46:54	19:46:54	00:12:19	
6451-25	808 W 3rd St	San Juan	31 - Unconscious / Fainting (Near)	San Juan	13:26:47	13:27:23	13:28:15	13:34:39	13:52:19	14:02:32	14:35:09	18:07:10	18:28:05	00:06:46	
6452-25	920 W Interstate Hwy 2	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	18:29:24	18:35:14	18:35:24	18:45:44	17:20:38	17:24:46	17:52:06	18:07:10	18:28:05	00:06:46	
6507-25	5004 N Raul Longoria Rd	San Juan	12 - Convulsions / Seizures	26 - Sick Person (Specific Diagnosis)	San Juan	23:58:00	23:59:10	00:04:24	00:10:19	01:01:52	01:18:30	03:05:54	03:24:31	00:09:39	Traffic delay
6532-25	314 E Pico St	San Juan	10 - Chest Pain / Chest Discomfort (Non-Traumatic)	02 - Allergies (Reactions) / Envenomations (Stings, Bites)	San Juan	08:48:18	08:48:25	08:49:28	08:52:11	01:34:03	01:34:03	03:05:54	03:24:31	00:09:39	
6551-25	430 E Business 83	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	13:27:20	13:27:41	13:28:07	13:35:23	17:24:46	17:52:06	18:07:10	18:28:05	18:45:47	00:06:46	
6558-25	1311 N Veterans Blvd	San Juan	23 - Overdose / Poisoning (Ingestion)	25 - Psychiatric / Abnormal Behavior / Suicide Attempt	San Juan	17:18:00	17:18:21	17:20:38	17:24:46	17:52:06	18:07:10	18:28:05	18:45:47	00:06:46	
6583-25	703 San Jose St	San Juan	26 - Sick Person (Specific Diagnosis)	21 - Hemorrhage (Bleeding) / Lacerations	San Juan	00:26:52	00:28:02	00:33:08	00:36:31	16:04:22	16:20:10	17:28:23	17:52:06	00:06:46	Traffic delay
6655-25	4404 Jeensia St	San Juan	17 - Falls	San Juan	02:33:08	02:33:12	02:36:30	02:41:04	16:04:22	16:20:10	17:28:23	17:52:06	18:45:47	00:06:46	
6659-25	1008 San Ramon St	San Juan	06 - Breathing Problems	San Juan	05:59:10	05:59:45	06:00:40	06:09:32	16:04:22	16:20:10	17:28:23	17:52:06	18:45:47	00:06:46	
6676-25	502 Abol St	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	05:59:10	05:59:45	06:00:40	06:09:32	16:04:22	16:20:10	17:28:23	17:52:06	18:45:47	00:06:46	
6676-25	314 Mistle Cr	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	15:15:16	15:15:46	15:16:40	15:18:44	16:04:22	16:20:10	17:28:23	17:52:06	18:45:47	00:06:46	Traffic delay
6737-25	1204 San Valley St	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	16:43:02	16:43:32	16:44:04	16:51:39	17:02:35	17:30:19	20:35:55	21:18:42	21:18:42	00:08:18	
6746-25	205 Lantry Dr	San Juan	28 - Stroke (CVA) / Transient Ischemic Attack (TIA)	San Juan	20:09:43	20:09:53	20:13:33	20:18:01	20:35:55	21:18:42	20:35:55	21:18:42	21:18:42	00:08:18	
6781-25	1403 E Interstate Hwy 2	San Juan	12 - Convulsions / Seizures	San Juan	20:21:18	20:21:50	20:23:16	20:30:21	20:44:43	20:57:38	21:42:56	20:57:38	21:42:56	00:09:03	
6783-25	920 W Interstate Hwy 2	San Juan	31 - Unconscious / Fainting (Near)	San Juan	22:33:54	22:34:16	22:37:39	22:49:25	23:19:19	23:40:59	00:49:38	00:49:38	00:49:38	00:15:31	00:03:23 Min OOC delay on crew
6801-25	902 W Interstate Hwy 2	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	22:35:41	22:35:49	22:36:30	22:53:00	23:19:19	23:40:59	00:49:38	00:49:38	00:49:38	00:15:31	
6802-25	700 San Juanita St	San Juan	21 - Hemorrhage (Bleeding) / Lacerations	San Juan	23:18:19	23:18:44	23:21:42	23:29:57	23:44:55	23:51:14	00:03:02	00:11:38	00:11:38	00:11:38	
6806-25	1203 Sunbelt St	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	00:33:17	00:33:22	00:33:30	00:35:57	00:11:55	00:27:25	01:06:52	00:27:25	01:06:52	00:04:40	
6808-25	327 E 3rd St	San Juan	07 - Burns (Scalds) / Explosion (Blas)	San Juan	00:31:44	00:37:42	04:40:34	04:45:13	04:45:55	06:09:03	06:09:03	06:09:03	06:09:03	00:07:53	2nd active call
6819-25	100 Mesquite Dr	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	03:54:34	03:55:11	04:00:52	04:08:11	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	00:06:41	
6821-25	1301 Sunset St	San Juan	06 - Breathing Problems	San Juan	07:14:52	07:17:19	07:17:22	07:21:33	09:38:20	10:00:59	10:31:29	10:31:29	10:31:29	00:11:16	
6830-25	100 Mesquite Dr	San Juan	07 - Burns (Scalds) / Explosion (Blas)	San Juan	13:20:23	13:20:31	13:20:51	13:20:51	13:20:51	13:20:51	13:20:51	13:20:51	13:20:51	00:00:28	
6834-25	425 W 12th St	San Juan	31 - Unconscious / Fainting (Near)	San Juan	18:36:13	18:36:31	18:42:23	18:50:46	19:09:58	19:10:03	19:41:39	19:41:39	19:41:39	00:14:33	00:05:52 Min OOC delay on crew
6867-25	104 N Standard St	San Juan	12 - Convulsions / Seizures	San Juan	20:23:29	20:23:52	20:26:54	20:32:05	20:42:56	20:58:56	22:20:43	20:58:56	22:20:43	00:08:36	
6908-25	2015 Buffalo St	San Juan	31 - Unconscious / Fainting (Near)	San Juan	23:47:46	23:47:56	23:51:21	23:59:43	00:05:08	00:22:38	00:22:38	00:22:38	00:22:38	00:11:57	
6922-25	209 W 6th St	San Juan	17 - Falls	San Juan	11:13:03	11:13:11	11:14:31	11:22:38	14:41:12	15:00:01	15:29:37	15:00:01	15:29:37	00:09:35	
6954-25	720 E Dove St	San Juan	17 - Falls	San Juan	14:15:57	14:16:22	14:17:15	14:21:18	22:05:29	22:05:29	22:05:29	22:05:29	22:05:29	00:07:10	2nd active call
7022-25	2202 N San Antonio Ave	San Juan	06 - Breathing Problems	San Juan	21:36:56	21:37:14	21:39:18	21:44:06	22:05:59	22:43:22	22:43:22	22:43:22	22:43:22	00:07:10	
7028-25	2705 Gardenia Dr	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	00:06:41	
7032-25	2705 Gardenia Dr	San Juan	26 - Sick Person (Specific Diagnosis)	San Juan	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	13:20:43	00:06:41	



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

MEMORANDUM

Police Department Monthly Report. [Leandro Sifuentes, Chief of Police]

STAFF COMMENTS AND RECOMMENDATIONS:

This memorandum is to keep you all informed on our Monthly operational statistics, and any other significant cases or events that occurred during the month of **FEBRUARY 2025**

<u>STATISTICS: POLICE</u>	<u>FEBRUARY</u>
• Calls for service:	1,599
• Accidents:	101
• 911 Calls:	966
• Patrol Citations Issued:	160
• Violations:	99
• Patrol & CID Arrests:	99
• CID Issued Warrants:	22

SAN JUAN POLICE PERSONNEL:

Fully staffed

TELE-COMMUNICATORS:

Fully staffed

FLEET

Repairing old worn patrol units

<u>STATISTICS: ANIMAL CONTROL</u>	<u>FEBRUARY</u>
• Calls for Service:	22
• Citations Issued:	7
• Violations:	15

SPECIAL EVENTS:

- Nothing to report

The police department continues to attend events, and schools for community engagement presentations.

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

RECOMMENDATION:

PREPARED BY:

Leandro Sifuentes,
Chief of Police

APPROVED BY:

Tirso Garza, Interim City Manager



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Tirso Garza, Interim City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 03/17/2025

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

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

Amount Collected \$ 22,543.32

Defensive Driving 0

Deferred 0

Pre-Trials 6

Bench Trials 0

Scofflaw \$ 5,183.68

COLLECTIONS 2024 COLLECTIONS 2025

February - \$ 36,846.16 February - \$ 22,543.32

CITATIONS ISSUED 2024 CITATIONS ISSUED 2025

February - 135 February - 99

SCOFFLAW COLLECTIONS 2024 SCOFFLAW COLLECTIONS 2025

February - \$ 11,303.96 February - \$ 5,183.68

Magistrates

Zoom/In Person In Person In Person

Judge Eloy Hernandez Judge Roberto Garza Judge Jorge Zambrano

7

4

15

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Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Tirso Garza, Interim City Manager

FROM: Juan Martinez

DATE: 03/14/2025

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

February 2025

Texas Drought Outlook

- 49% of Texas is in a drought (03/03/2025)
- RGV is Abnormally Dry (No Change in the watershed)
- Falcon and Amistad are @ 21.1%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,585
- Sewer Connections – 10,453 (3,385 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 78.523MG
- Combined Gallons Produced: 77.314 MG

Water Treatment Facility No. 1

- 0.0 MG treated
- 35.316 MG delivered
- 30.16 MG Transferred from WTF No. 2
- 16.56 MG RAW (Reservoir)
- 0 MG Backwash

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- 0 MG Well

Water Treatment Facility No. 2

- 78.523 Treated
- 41.998 MG Delivered
- 30.16 MG Transferred to WTF No. 1
- 71.07 MG RAW (Reservoir)
- 2.49 MG Backwash

WTP 7.0 MGD Expansions and Rehab 100%
 Operated Water Plant as Efficiently as Possible
 Sludge Management Continues to be Critical

Water Distribution System

- Leaks – 4
- Breaks – 1
- Taps – 1
- Locates - 27

Water Loss

- Reported – 62,500 gals
- Unreported – 19,500 gals

Hydrants

- Flushed – 22
- Repaired/Replaced – 0
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 3
- Repaired/Replaced – 0

Utility Billing

- Work Orders –4

We Continue Our Hydrant and Valve Maintenance

Wastewater Treatment Facility

- Treated – 63.509 MG
- Wetland –1.433 MG

- 224 - Cubic Yards of Sludge Hauled to Landfill

Wastewater Collections

Work orders - 47

- Sewer Main Repaired – 01
- Sewer Backups Reported – 14
- Sewer Backups Cleared – 14
- Odor Complaints – 02
- Locates –27
- Replaced Manhole covers – 03
- Unauthorized Discharges – 0

Administration

Financials

- Administration – 36.32%
- Water Treatment – 63.17%
- Distribution: – 57.92 %
- Sewer Collection – 65.88 %
- Wastewater Treatment – 64.27 %

Projects

- WTF No. 2 Pending TWDB Budget Approval
- WWTF Rehab – Resolicitation of Bids
- LS 13 – Construction of Lift Station 13 at 100%.
- Water Plant #1 Rehab 100%.
- Water Plant Storage Shed Construction. 85%.
- Lift Station #6 design at 100%, Trimad Consultants LLC
- Vexus Fiber working their way South along East side of Raul Longoria from Owassa.

Certification

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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Hold a Public Hearing and Consider an Ordinance Regarding a Conditional Use Permit for the Sale of Alcoholic Beverages (MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit) at “Ultima Ronda Bar & Grill” located at 1618 N. Veterans Boulevard Suite E, legally described as the West 335 feet of the North 440 feet of Lot 12, Block 5, John Closner Subdivision, as Requested by Ramon Flores III. [Jorge J. Garcia, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption and late hours permit until 2:00 a.m. (MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit) at “Ultima Ronda Bar & Grill” Restaurant. The property is located in the commercial plaza located at the Southeast corner of Veterans Boulevard and FM 495.

Adjacent zoning is General Business District (C-2) along FM 495 and Veterans Boulevard.

The applicant is proposing to sell wine, beer and mixed beverages to complement the food they serve at the restaurant. The proposed days and hours of operation are Tuesday through Saturday from 3:00 p.m. to 2:00 a.m. Sunday and Monday will be closed.

The applicant will need to comply with the Texas Alcoholic Beverage Commission (TABC) requirements. Additional permits may be required by the City of San Juan for different types of alcohol / license permits.

Staff mailed a notice of the public hearing to nine (9) property owners within a two-hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

During their regular meeting on March 20, 2025, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit with correction on the operation hours with a 4-0 vote.

PREPARED BY:

Jorge Garcia,
Planning Director

APPROVED BY:

Tirso Garza, Interim City
Manager

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption and late hours permit until 2:00 a.m. (*MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit*) at “Ultima Ronda Bar & Grill” Restaurant. The property is located at the commercial plaza located at the Southeast corner of Veterans Boulevard and FM 495.

Adjacent zoning is General Business District (C-2) along FM 495 and Veterans Boulevard.

The applicant is proposing to sell wine, beer and mixed beverages to complement the food they serve at the restaurant. The proposed days and hours of operation are Tuesday through Saturday from 3:00 p.m. to 2:00 a.m. Sunday and Monday will be closed.

The applicant will need to comply with the Texas Alcoholic Beverage Commission (TABC) requirements. Additional permits may be required with the City of San Juan for a different type of alcohol / license 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 and occupational license.
3. No loading or unloading of merchandise in a public street.
4. There shall be no smoking inside the premises at any time.
5. The business must comply with the city’s noise ordinance.

Staff mailed a notice of the public hearing to nine (9) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/20/2025 Vice-Chair Castillo made a motion to approve the conditional use permit with modifications on hours of operation. Commissioner Yzaguirre second the motion. The motion passed unanimously with a 4-0 vote.

Mr. Garcia explained Ramon Flores III is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption and late hours permit (*MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit*) at “Ultima Ronda Bar & Grill” Restaurant. The property is located at the commercial plaza located at the Southeast corner of Veterans Boulevard and FM 495.

Mr. Garcia explained the adjacent zonings along the property, operation hours and list of requirements attached to the packet.

**CONDITIONAL USE PERMIT
“ULTIMA RONDA BAR & GRILL”
MARCH 25, 2025**

PAGE 1

Chairwoman Cardenas opened the public hearing at 6:03 p.m.

No discussion took place on this item.

Chairwoman Cardenas closed the public hearing at 6:04 p.m.



Proposed Site

Ultima Ronda Bar & Grill

1618 N Veterans Boulevard, Suite E, San Juan, Texas 78589

Ramon Flores III

(956) 789-3304

Ramon Flores III, is the owner and operator of business d/b/a Ultima Ronda Bar & Grill located at 1618 N Veterans Boulevard, Suite E, San Juan, Hidalgo County, Texas 78589

This new business will operate as a Bar and Grill serving Mixed Drinks, Beer and Wine for On Premise consumption Only.

The Businesses will operate Five days a week and will be open:

Tuesday to Saturday 3:00 PM till 2:00 AM

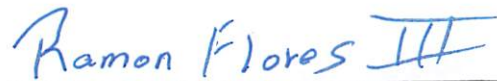
Sunday & Monday CLOSED

We will employ three to four employees to operate our business including the following positions (duties will include Cooks, waiters and bartenders.

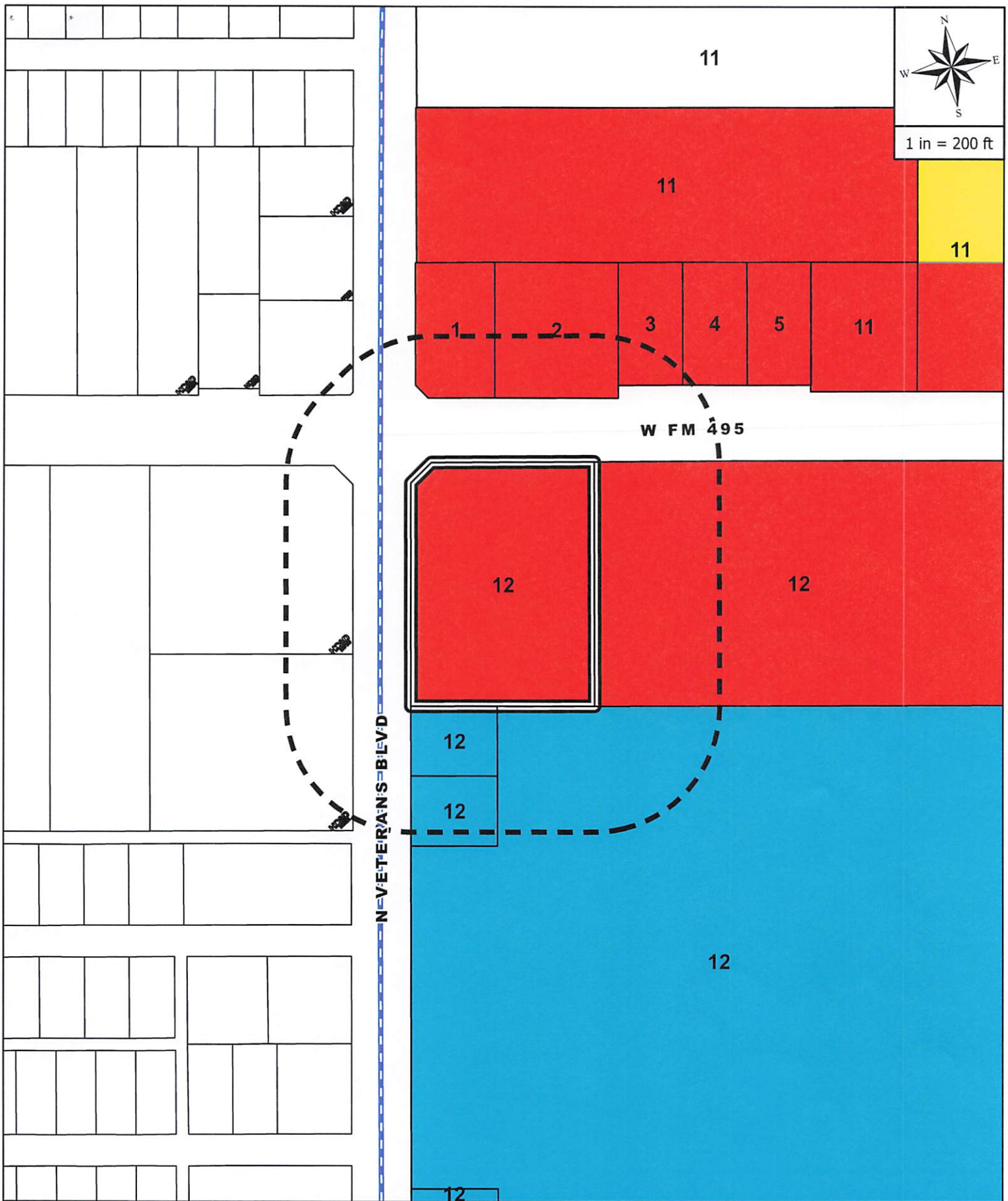
We will operate as a Restaurant serving mainly Appetizers such as Mozzarella Sticks, Nachos, loaded fries and other appetizers and we will provide a comfortable atmosphere resulting in a positive lounging and dining experience. Family, Friends, and guests can enjoy our Mixed Drinks, Micheladas, Domestic and Imported Beer, Wine and Wine Coolers, Beverage refreshments, cold bottled water, and mineral water while on our premises.

Our restaurant will have an area where you can sit and relax and enjoy a Cold beverage and a variety of different Appetizers.

We have adequate parking space for our guests on the property.



Ramon Flores III-Owner



ZONING MAP
CASE ADDRESS:
1618 N VETERANS BLVD, STE E
RAMON FLORES III

LEGEND			
	CITY LIMITS	ZONING	
	NOTIFICATIONS		R-S
	SITE		R-MH
			R-MF
			C-1
			C-2
			C-3
			L-1
			I-2
			I
			O
			EC
			PUD

Conditional Use Permit for the for the Sale of Alcoholic Beverages (*MB – Mixed Beverage Permit and LB – Mixed Beverage Late Hours Permit*) at “Ultima Ronda Bar & Grill” located at 1618 N. Veterans Boulevard Suite E, legally described as the West 335 feet of the North 440 feet of Lot 12, Block 5, John Closner Subdivision, as Requested by Ramon Flores III.

Ramon Flores III
1618 N. Veterans
San Juan, TX 78589

S B W IT OF 2021 INC
1225 N EXPY STE C4
BROWNSVILLE, TX 78520-8358

JUGLEE REAL ESTATE LLC
PO BOX 147
SAN JUAN, TX 78589-0147

SANCHEZ JOAQUIN
607 ROYAL PALM ST
SAN JUAN, TX 78589-3117

SANCHEZ ALICIA MARTINEZ
1614 N VETERANS BLVD
SAN JUAN, TX 78589-3216

SANCHEZ MARIA LUISA
802 N OBLATE
SAN JUAN, TX 78589-2360

495 & SAN JUAN CROSSING LLC
11311 FUQUA ST
HOUSTON, TX 77089

THREE VIEW PLAZA LLC
1200 E JACKSON AVE
PHARR, TX 78577-6162

VEGA FRANCISCO & MARIA E
1920 ZENAIDA AVE
MCALLEN, TX 78504-5625

7- ELEVEN
PO BOX 711
DALLAS, TX 75221-0711

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Hold a Public Hearing and Consider an Ordinance Regarding a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer’s Permit) at “Hibachi by Ruben” Restaurant located at 205 W. Nolana Avenue Suites 5 and 6, legally described as Lot 1, Plaza San Juan Subdivision, as Requested by Hibachi by Ruben, LLC. [Jorge J. Garcia, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption (BG – Wine and Beer Retailer’s Permit) at “Hibachi by Ruben”. The property is located in a commercial plaza located 500 feet West of Raul Longoria Road, along the South side of Nolana Avenue.

Adjacent zoning is General Business District (C-2) along Nolana Avenue and Raul Longoria Road.

The applicant is proposing to sell wine and beer to complement the Japanese food served at the restaurant. The proposed days and hours of operation are Sunday through Friday from 7:00 a.m. to 12:00 a.m. and Saturday from 7:00 a.m. to 1:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverage Commission (TABC) requirements. Additional permits may be required by the City of San Juan for different types of alcohol / license permits.

Staff mailed a notice of the public hearing to eighteen (18) property owners within a two-hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

During their regular meeting on March 20, 2025, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit as presented with a 4-0 vote.

PREPARED BY:

Jorge Garcia,
Planning Director

APPROVED BY:

Tirso Garza, Interim City
Manager

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption (*BG – Wine and Beer Retailer’s Permit*) at “Hibachi by Ruben”. The property is located at the commercial plaza located 500 feet West of Raul Longoria Road, along the South side of Nolana Avenue.

Adjacent zoning is General Business District (C-2) along Nolana Avenue and Raul Longoria Road.

The applicant is proposing to sell wine and beer to complement the Japanese food serve at the restaurant. The proposed days and hours of operation are Sunday through Friday from 7:00 a.m. to 12:00 a.m. and Saturday from 7:00 a.m. to 1:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverage Commission (TABC) requirements. Additional permits may be required with the City of San Juan for a different type of alcohol / license 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 and occupational license.
3. No loading or unloading of merchandise in a public street.
4. There shall be no smoking inside the premises at any time.
5. The business must comply with the city’s noise ordinance.

Staff mailed a notice of the public hearing to eighteen (18) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/20/2025 Commissioner Mancillas made a motion to approve the conditional use permit as presented. Vice-Chair Castillo second the motion. The motion passed unanimously with a 4-0 vote.

Mr. Garcia explained Hibachi by Ruben is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption (*BG – Wine and Beer Retailer’s Permit*) at “Hibachi by Ruben”. The property is located at the commercial plaza located 500 feet West of Raul Longoria Road, along the South side of Nolana Avenue.

Mr. Garcia explained the adjacent zonings along the property, operation hours and list of requirements attached to the packet.

Chairwoman Cardenas opened the public hearing at 6:05 p.m.

**CONDITIONAL USE PERMIT
“HIBACHI BY RUBEN”
MARCH 25, 2025**

PAGE 2

No discussion took place on this item.

Chairwoman Cardenas closed the public hearing at 6:05 p.m.



Proposed Site

D/B/A HIBACHI BY Ruben

205 W Nolana, Suite 5 & 6, San Juan, Texas 78589

(956) 258-8000

HIBACHI by Ruben, LLC. d/b/a HIBACHI by Ruben is operated by Jose R. Torres (Managing Member) located at 205 W Nolana, Suite 5 & 6, San Juan, Hidalgo County, Texas 78589

This new business will operate as a Japanese Food Restaurant selling Beer and Wine for On Premise consumption Only.

The Businesses will operate seven days a week and will be open:

Saturday 7:00 AM till 1:00 AM

Sunday - Friday 7:00 AM till 12:00 Midnight

We will be a family operated business including the following positions (duties will include Cooks, waitresses, cashiers, and janitorial staff).

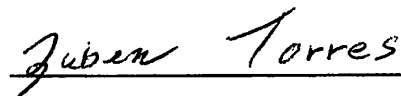
Our Menu will include,

Chicken Teriyaki, Steak & Chicken, Steak & Chicken & Shrimp, Teppanyaki, California Roll, Seafood, Hibachi Salmon etc.

We feel we can operate a First-Class Japanese Restaurant with top quality food and we will provide a comfortable atmosphere resulting in a positive lounging and dining experience. Family, Friends, and guests can enjoy our Micheladas, Domestic and Imported Beer, Wine and Wine Coolers, Beverage refreshments, cold bottled water, and mineral water.

Our restaurant will have an area where you can sit and relax and enjoy a Cold beverage and a variety of delicious Japanese food.

We have an adequate parking area for our guests.

A handwritten signature in dark ink, reading "Jose Ruben Torres", is written over a horizontal line.

Jose Ruben Torres-Managing Member

Conditional Use Permit for the for the Sale of Alcoholic Beverages (*BG – Wine and Beer Retailer's Permit*) at "Hibachi by Ruben" Restaurant located at 205 W. Nolana Avenue Suites 5 and 6, legally described as Lot 1, Plaza San Juan Subdivision, as Requested by Hibachi by Ruben, LLC.

Hibachi by Ruben, LLC
205 W. Nolana Ave.
San Juan, TX 78589

TRIPLE J & A INVESTMENTS LLC
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Monarca Investment Group LTD.
4101 Palmetto Palm Dr.
Mission, TX 78573

RONNIE CANTU CONSTRUCTION
LLC
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Lubin Properties LLC
PO Box 2978
McAllen, TX 78502

SERSA HOME BUILDER LLC
809 DORSETT DRIVE
SAN JUAN, TX 78589

Garza Leasing
PO BOX 658
San Juan, TX 78589

VILLARREAL RICARDO
2918 S JACKSON
MCALLEN, TX 78504

Perez Heriberto & Hortencia S
Trustees
1013 Vanessa Ave.
McAllen, TX 78503

ALVAREZ CHRISTIAN DEL ROSARIO
RAMOS
700 S LINDA ST APT 1
ALTON, TX 78573-0466

Villescas Maribel
211 W. Nolana Ave.
San Juan, TX 78589

PENA JAQUELINE ADILENE
4224 N MCCOLL RD APT 4106
MCALLEN, TX 78504-4476

Heriberto & Mirna Perez
310 N. Cage
Pharr, TX 78577

777 FAMILY LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

OC Development LTD
2912 S. Jackson Rd.
McAllen, TX 78503

OC DEVELOPMENT LTD
2918 S JACKSON RD
MCALLEN, TX 78503-1870

MARTINEZ MARIA OLGA
3510 N RAUL LONGORIA RD
SAN JUAN, TX 78589-5036

ZAMBRANO INVESTMENT GROUP
LLC
408 LION CT
SAN JUAN, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Consider Removal and Appointment of the Ex-Official Related to the San Juan Noche de Paz Pageant Board.

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Noche de Paz Pageant Board shall consist of the members of the Board of Directors (BOD) and the City Advisor/Ex Official.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Tirso Garza, Interim City
Manager

City of San Juan Texas

Noche De Paz Scholarship Pageant By-Laws

Article: 1

Section 1: The name of the organization shall be City of San Juan Noche De Paz Scholarship Pageant

Section 2:

Mission Statement

Miss San Juan Noche de Paz Scholarship Pageant is an activity of the City of San Juan Texas. Its purpose is to develop and maintain a high quality and professional pageant system and be recognized as the "Friendly City" within the community the program serves. Annually, the program will donate services back to the community. After completing a successful reign, a scholarship will be awarded to the Reigning Princess (\$200) Duchess (\$300) and Queen (\$500)

ARTICLE II MEMBERSHIP

Section 1

Membership shall consist of 5 members of the Board of Directors (BOD appointed by the City of San Juan Commission of individuals residing within the City of San Juan and not employed by the City of San Juan, TX) and City Advisor/Ex Official (appointed by the City of San Juan Commission of a currently elected city official).

ARTICLE III - QUARTERLY MEETINGS

Section 1:

Quarterly Meetings. The date, time and place of quarterly meetings shall be set by the President of the BOD.

Section 2:

Special Called Meetings. Special called meetings may be called by the President or the Vice-President with 3 days (72 hours) notice.

Section 3:

Notice. Notice of each meeting shall be given to each voting member by email and text messaging not less than 3 days (72 hours) before the meeting.

ARTICLE IV - BOARD OF DIRECTORS

Section 1:

Board Role, Size, Compensation.

The Board is responsible for overall policy and direction of the Miss Noche De Paz Scholarship Pageant for day-to-day operations. The BOD will not receive any compensation other than for reasonable expenses.

Section 2:

Officers and Duties.

There shall be five members of the BOD consisting of a President, Vice President, Secretary, Treasurer and Asst. Treasurer

The President shall lead regularly scheduled BOD meetings. Should the President not be present, the Vice President will preside over the meeting.

The Vice President will chair committees on special subjects as designated by the board; ensure bylaws are current, and rules and regulations are followed.

The Secretary will be sending out meeting announcements, distributing copies of minutes and the agenda to each BOD member.

The Treasurer will oversee the financial aspects and report. All monies collected will be taken to the City of San Juan Finance Department or to the City (of San Juan) Secretary for deposit within One business day.

Assistant Treasurer will assist as deemed necessary.

Section 3:

Meetings.

The BOD shall meet at least once per quarter, at an agreed upon time and place.

Section 4:

Board Elections.

Election of a new board will occur as the first item of new business at the first meeting of the year. Members will be elected by a majority vote of the current BOD. Elections are to be conducted every two years.

Section 5:

Terms.

Board Members shall have no specific length of term.

Section 6:

Quorum.

A quorum must consist of at least 50 percent plus one of the BOD before business can be transacted or motions made or passed.

Section 7:

Vacancies of Officers.

When a vacancy of an Officer exists, nominations and voting will be at the next regularly scheduled BOD meeting. If a vacancy exists, it will be the responsibility of the City of San Juan Commission to nominate/appoint a new member to occupy the vacancy.

Section 8:

Resignation, Termination and Absences.

Resignation from the BOD must be in writing and received by the President. A BOD member may be dropped for excessive absences. (4 per year or 3 consecutive absences). A BOD member may be removed for other reasons by a three-fourths vote by the City Commission Majority.

ARTICLE V - COMMITTEES

Section 1:

Pageant Committee.

The BOD in its entirety will assist in sponsor recruitment, contestant recruitment, event planning and execution.

Bylaws will be reviewed at a minimum of every 2 years with approved changes (if needed) at that time.

Date of Adopted Bylaws shall be October 23, 2023

City Manager, Ben Arjona

Ronnie Alvarez, President

Karina Duran, Vice President

Maribel Martinez, Treasurer

Asst. Treasurer

Jessica Garcia, Secretary

San Juan Noche De Paz Pageant Board

#	NAME	POSITION	EMPLOYMENT/ BUSINESS	INITIAL TERM	DATE TERM EXPIRES	MOBILE NUMBER	EMAIL ADDRESS	ADDRESS
1	Karina Duran	President	PSJA ISD	5/31/2023		(956) 240-6986	Karina.a.duran@utexas.edu	715 W. 8th Street San Juan, Texas 78589
	Maribel Martinez	Vice-President		6/27/2023		(956) 457-6070	castmart2394@yahoo.com	409 Tiger Ave. San Juan, Texas 78589
3	Jessica Garcia	Treasurer	PSJA ISD	5/31/2023		(956) 451-5617	jessi9grc@gmail.com	904 E. 14th Street San Juan, Texas 78589
4	Yvonne Zapata	Member		5/31/2023		(956) 460- 4778	yvonne.zapata@yahoo.com	505 E. 12th St. San Juan, Texas 78589
5	Veronica "Ronnie" Rodriguez	Member	PSJA ISD	5/31/2023		(956) 336-5936	ronnierodz10@yahoo.com	1417 Rio Grande Street San Juan, Texas 78589
6	Adina "Dina" Santillan	Ex-Official	Self - employed			(956) 460- 8548	asanitllan@sjtx.us	416 Judean Lane San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Preliminary Plat Approval of the DG Veterans Subdivision being a 2.164-acre tract of land out of Lot 8, Block 5, John Closner Subdivision, located at the Southeast corner of Eldora Road and Veterans Boulevard, as Requested by AEC Engineering, LLC. [Jorge J. Garcia, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

RECOMMENDATION:

PREPARED BY:

Jorge Garcia,
Planning Director

APPROVED BY:

Tirso Garza, Interim City
Manager

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide 2.164-acre tract of land located at the Southeast corner of Eldora Road and Veterans Boulevard. They are proposing a one (1) lot subdivision with entrance/exit along Veterans Boulevard. The subdivision is located in a flood zone "AH"- areas of 100-year shallow flooding where depths are between one (1) and three (3).

Water service is provided by the North Alamo Water Supply Corporation and sewer by the City of San Juan.

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/20/2025 Vice-Chair Castillo made a motion to approve the Preliminary Plat as presented by staff. Commissioner Mancillas seconded the motion. Motion passed unanimously with a 4-0 vote.

Mr. Garcia explained the proposed subdivision is located at the southeast corner of Eldora and Veterans Boulevard and property is located in a flood zone "AH". Water service will be provided by the North Alamo Water Supply Corporation; sewer by the City of San Juan.

Chairwoman Cardenas asked if this is a flood zone "AH".

Carlos Garza, Project Engineer, explained it is an AH flood zone and will build 2-feet above. Two elevation certificates will be submitted: before to pre-pour concrete and another when they finish the project. He mentioned that he is working with Precinct 2 regarding the right-of-way along Eldora and North Alamo Water Supply regarding the relocation of waterline.

Mr. Garza asked if he could obtain the building permit with knowing that no variances were requested.

Chairwoman Cardenas stated they are discussing the subdivision plat only and other issues will be addressed to city staff.

Commissioner Yzaguirre asked if the water line is the only thing holding back the plat.

Vice-Chair Castillo asked if they will comply with elevation.

Chairwoman Cardenas asked if this is a one lot subdivision. Mr. Garza responded yes, the building will occupy the whole lot.



Proposed DG Veterans Subdivision



Subdivision Review Comments for:

DG Veterans Subdivision

Plat is subject to additional comments from the Planning & Zoning Department, Office of the Fire Marshal, Public Works Department, Sanitation Department and the Utilities Department prior to consideration for final approval.

By: Monica Gomez, Asst. Director of Planning & Zoning

Date: 3/07/2025

1st SHEET COMMENTS:

1. Provide description of subdivision location.
2. See attachment for required additional general notes. Add just the ones that applied.
3. Label existing road right-of-way along Eldora Road.
4. Are the two dots along Eldora Road representing road r.o.w. or property lines?
5. Label centerline along Eldora Road and Veterans Boulevard.
6. Include index to sheet.
7. Include dimensions of the road right-of-way along Veterans Boulevard.
8. Provide revision box.
9. Front setback: 50-feet along Veterans Boulevard.
10. Include document number for the right-of-way acquisition along Eldora Road.
11. 5-foot sidewalk along Eldora Road.
12. Include net acreage on plat

2nd SHEET COMMENTS:

1. Turn-off contour, topo, hatches.
2. Show storm drainage only on 3rd sheet.
3. Show manhole along Eldora Road and provide elevations.
4. Include index to sheet.
5. Provide revision box.
6. Check the existing and proposed concrete hatch on map legend.

3rd SHEET COMMENTS:

1. Adjust legends to only show what applies.
2. Check the existing and proposed concrete hatch on map legend.
3. Is that a sign at corner? Please label it.
4. Provide drainage report on this sheet.
5. Turn off sanitary sewer and water from the layout.
6. Provide detention pond detail.
7. A 5-foot sidewalk is required along Eldora Road.
8. Provide curb and gutter detail.

9. Provide concrete and chute detail.
10. Provide sidewalk detail.
11. Provide safety end detail.
12. Include the radius information at entrance along Veteran's Boulevard.

MISCELLANEOUS

1. Escrow money for Eldora Road widening.
2. Provide construction cost estimate.

February 12, 2025

Monica Gomez
Assistant Planning Director
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

RE: 3rd Preliminary Plat and Construction Plans Review – DG Veterans Subdivision

Dear Ms. Gomez:

We have reviewed the preliminary Subdivision Plat, Utility Plan, and Paving and Grading Plan for the above captioned subdivision and offer the following comments:

Subdivision Plat

1. Will require escrow of money in lieu of widening the Eldora Road pavement and constructing a 5-ft sidewalk.

Utility Plan (Sheet 9 of 14)

2. 8" sanitary sewer line that runs on the east side of the property is denoted with a number 6 with an asterisk. This should be a number 8 with an asterisk.

Paving & Grading Plan (Sheet 11 of 14)

3. Need to provide erosion or scour protection at detention pond where the concrete chute ends at the bottom of the detention pond.
4. The distance from the front door of the proposed building to the beginning of the downslope of the sidewalk ramp is approximately 4-ft. This is too close as it does not provide a sufficient landing area where a person on a wheelchair can maneuver around the opening and closing door without getting back on the ramp.

Miscellaneous

5. Need to submit a complete set of plans for review. Only two plan sheets were submitted out of what appears to be a 14-sheet set of plans.

These comments are not all encompassing and additional comments may be provided after further reviews of this subdivision plat.

Sincerely,



Ramiro Gutierrez, P.E., President
R. Gutierrez Engineering Corporation



Tirso Garza,
Fire Chief

Carlos Alaniz,
Assistant Chief

Derek Cantu,
Fire Marshal

Jose J. Salinas,
Fire Inspector

Sandra Guajardo,
Adm. Assistant

BUILDING PLAN REVIEW COMMENTS

Building Plan Name: Dollar General

Address: Veterans and El Dora

Date Reviewed: 2/5/2025

After reviewing plans, the following requirements shall be needed as per the Fire Protection System per IFC 2018:

1. The address must be placed in front of the building and numbers shall be 6-inches or greater and visible from the street.
2. Must provide illuminated exit signs and emergency lighting.
3. Must provide proper fire extinguishers. Fire Extinguishers must be tagged by a license certified company.
4. The hydrant shall be looped to the 8" waterline. (Recommended Mueller Safety Yellow Barrel without the anti-theft device.) The hydrant shall be connected to the existing line.
5. The Developer shall install reflective blue markers in front of all hydrants.
6. Curb shall be painted RED with WHITE lettering reading NO PARKING 30 feet from the center of hydrant and 15 feet to each side.
7. Must provide the proper Fire LANES and Curb shall be painted RED with WHITE lettering reading NO PARKING.
8. A fire hydrant must be placed within 300 feet of existing fire hydrant.
9. Must submit plans for Fire Alarm System for Audio and Visual Smoke Detectors with Pull Station.
10. Must install a KNOX Box by the front entrance.
11. All Entrance and Exits must be 26 feet.

Station #1

707 S. Nebraska
San Juan, TX 78589

Station #2

2301 N. Raul Longoria Rd.
San Juan, TX 78589

Ph: (956) 223-2470

Fax: (956) 783-3441

RECEIVED

FEB 06 2025

PLANNING DEPARTMENT

Plans Reviewed By,
Jose J. Salinas, Fire Inspector



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

To: Director of Planning & Zoning, Jorge Garcia
From: Director of Utilities, Juan Carlos Martinez
Date: February 14, 2025
Subject: Dollar General

Department of Utilities reviewed the plans for Dollar General, comments are as follow:

Water Distribution

- North Alamo Water Supply Corporation Water Jurisdiction.

Collection System

- Requested 6" Sanitary Sewer Service 2-Way Cleanout already shown on plan.

Additional Comments may be provided at time of construction.

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

DOLLAR GENERAL

City of San Juan, Hidalgo County, Texas, USA (Veterans Boulevard & Eldora Road)

COMPLETE CONSTRUCTION PLANS CONSISTING OF:

ENGINEERING DESIGN TEAM:

CARLOS GARZA, PROFESSIONAL ENGINEER carlos@aecengineering.net
JORGE G. de ZENEA, ENGINEERING DESIGNER jorge@aecengineering.net



OWNER/DEVELOPER:

JACOB W. STAUFFER
THE OVERLAND GROUP
1906 E. BATTLEFIELD ST.
SPRINGFIELD, MO 65804,
PHONE: 417-293-3332
EMAIL: JacobStauffer@theoverlandgroup.com

CONTACT LIST:

- CITY OF SAN JUAN, CITY MANAGER
BENJAMIN ARJONA
barjona@sjtx.us
PHONE: (956) 223-2200
- CITY OF SAN JUAN, CITY SECRETARY
BRENDA ESCALANATE
bescalante@sjtx.us
PHONE: (956) 223-2200
- CITY OF SAN JUAN PLANNING AND ZONING
MONICA GOMEZ
PHONE: (956) 223-2227
- CITY OF SAN JUAN UTILITY DEPARTMENT
JUAN CARLOS MARTINEZ
PHONE: (956) 223-2301
- CITY OF SAN JUAN FIRE DEPARTMENT
TIRSO GARZA
tgarza@sjtx.us
PHONE: (956) 223-2470
- NORTH ALAMO WATER SUPPLY CORPORATION
PHONE: (956) 383-1618
- AEP
PHONE: 1-866-223-8508
- ATT
PHONE: (956) 223-1190
- SPECTRUM
PHONE: 1-888-406-7063

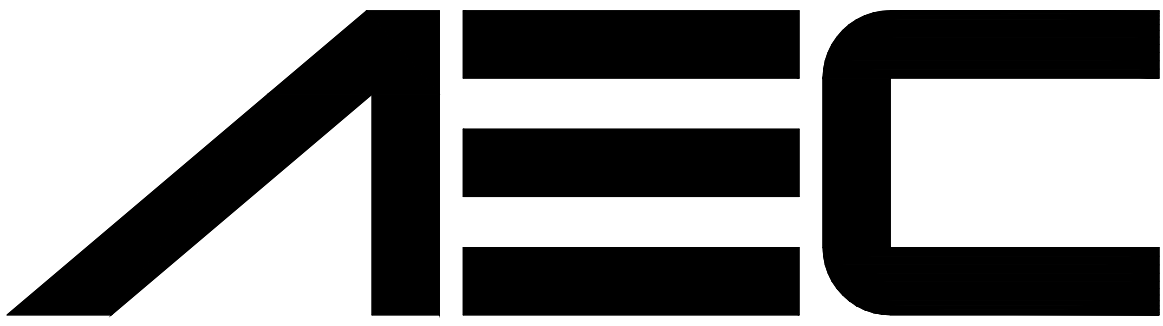
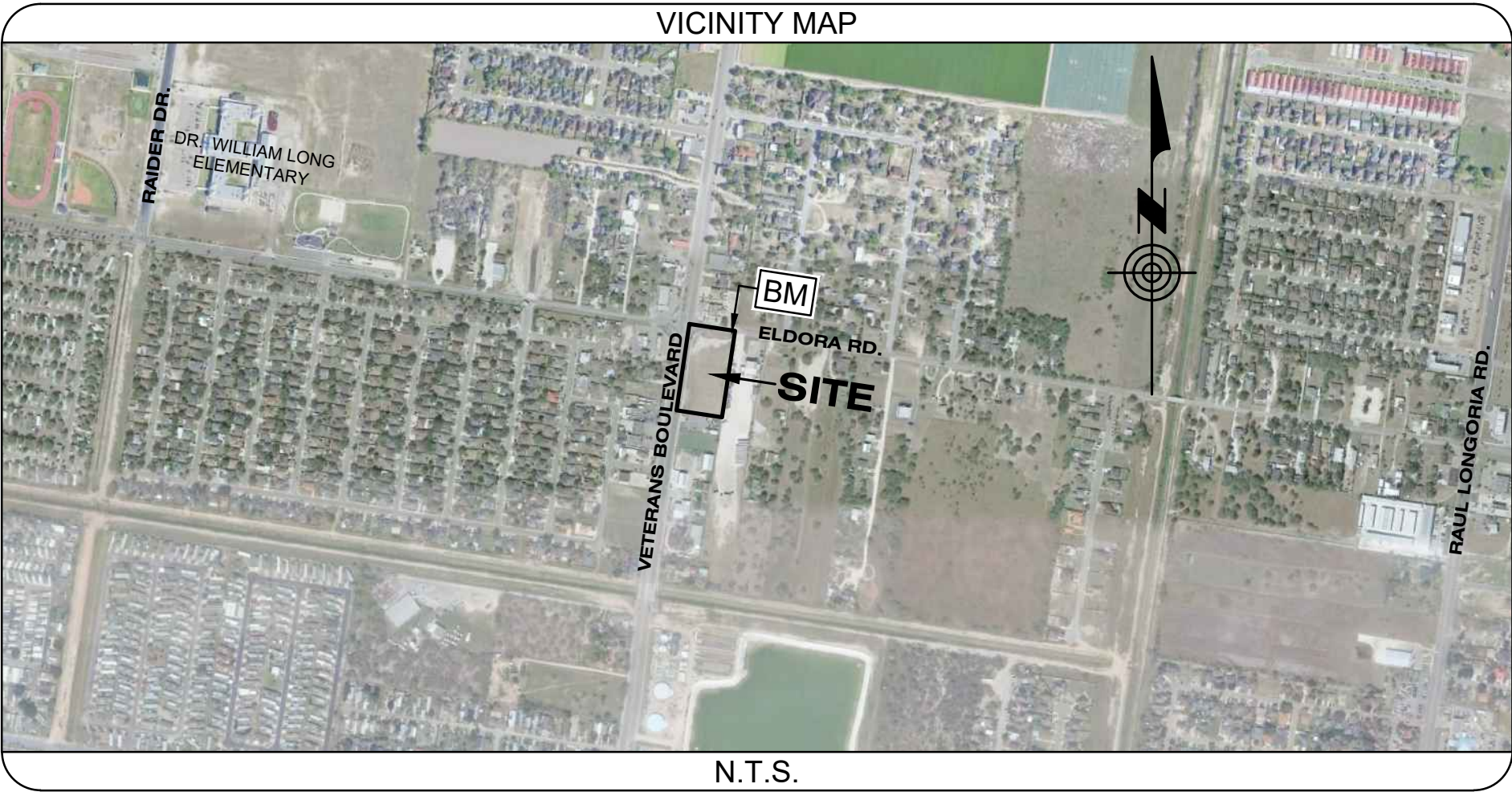
SITE BENCHMARK:

TOP OF COVER OF EXISTING SANITARY SEWER MANHOLE.
(SEE LOCATION MAP FOR APPROXIMATE LOCATION OF BM).

NORTHING: 16606801.4300
EASTING: 1095229.1000
ELEVATION: 102.10

NAD 83 TEXAS STATE PLANES GRID COORDINATE SYSTEM
TEXAS SOUTH 4205, US FOOT.
NAVD 88

WATER DISTRIBUTION SYSTEM
SANITARY SEWER COLLECTION SYSTEM
&
PAVING and DRAINAGE DESIGN



ENGINEERING, LLC.
A TEXAS REGISTERED ENGINEERING FIRM F-9688
1116 S. 10TH AVENUE, EDINBURG, TX 78539
PHONE: (956) 380-6558 www.aecengineering.net

DATE: MARCH 12, 2025
JOB # 1456.040

PROPERTY INFORMATION:

THIS TRACT OF LAND IS LOCATED AT THE SOUTHEAST CORNER
OF THE INTERSECTION OF VETERANS BOULEVARD AND
ELDORA ROAD, IN THE CITY OF SAN JUAN, COUNTY OF
HIDALGO, TEXAS.

PROPERTY LEGAL DESCRIPTION:

A 2.43-ACRE (105,823.60 SQUARE FEET) TRACT OF LAND,
MORE OR LESS, SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO, TEXAS;
OUT OF AND FORMING A PART OF LOT 8, BLOCK 5, JOHN CLOSNER ET AL SUBDIVISION,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5,
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

CALL BEFORE YOU DIG!



THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344

PERSONS USING THESE PLANS SHALL MAKE THEIR OWN DETERMINATION
OF DEPTH, DESCRIPTION, AND LOCATION OF BURIED AND AERIAL UTILITIES.
THE INFORMATION SHOWN IN THESE PLANS WAS COMPILED FROM EASILY
ASCERTAINABLE RECORDS BELIEVED TO BE TRUE, ACCURATE AND
COMPLETE. EXCAVATION OR ELECTRIC DETECTION/IDENTIFICATION
METHODS WERE NOT EMPLOYED TO VERIFY THIS INFORMATION.

Index of sheets:

Sheet No.	Sheet Description
C1 of 14	COVER SHEET
C2 of 14	ALTA SURVEY (EXISTING CONDITIONS. FOR REFERENCE)
C3 of 14	SUBDIVISION PLAT (NOT YET RECORDED)
C4 of 14	GENERAL CONSTRUCTION NOTES 1 of 2
C5 of 14	GENERAL CONSTRUCTION NOTES 2 of 2
C6 of 14	MINIMUM SUGGESTED EROSION CONTROL MEASURES & DETAILS
C7 of 14	SITE and DIMENSIONAL CONTROL PLAN
C8 of 14	SITE PLAN DETAILS
C9 of 14	UTILITY PLAN
C10 of 14	UTILITY DETAILS
C11 of 14	PAVING AND GRADING PLAN WITH EXISTING CONTOURS
C12 of 14	PROPOSED CONTOURS
C13 of 14	PAVING AND STORM DRAINAGE DETAILS
C14 of 14	LANDSCAPING PLAN, DETAILS AND PROPOSED CONTOURS

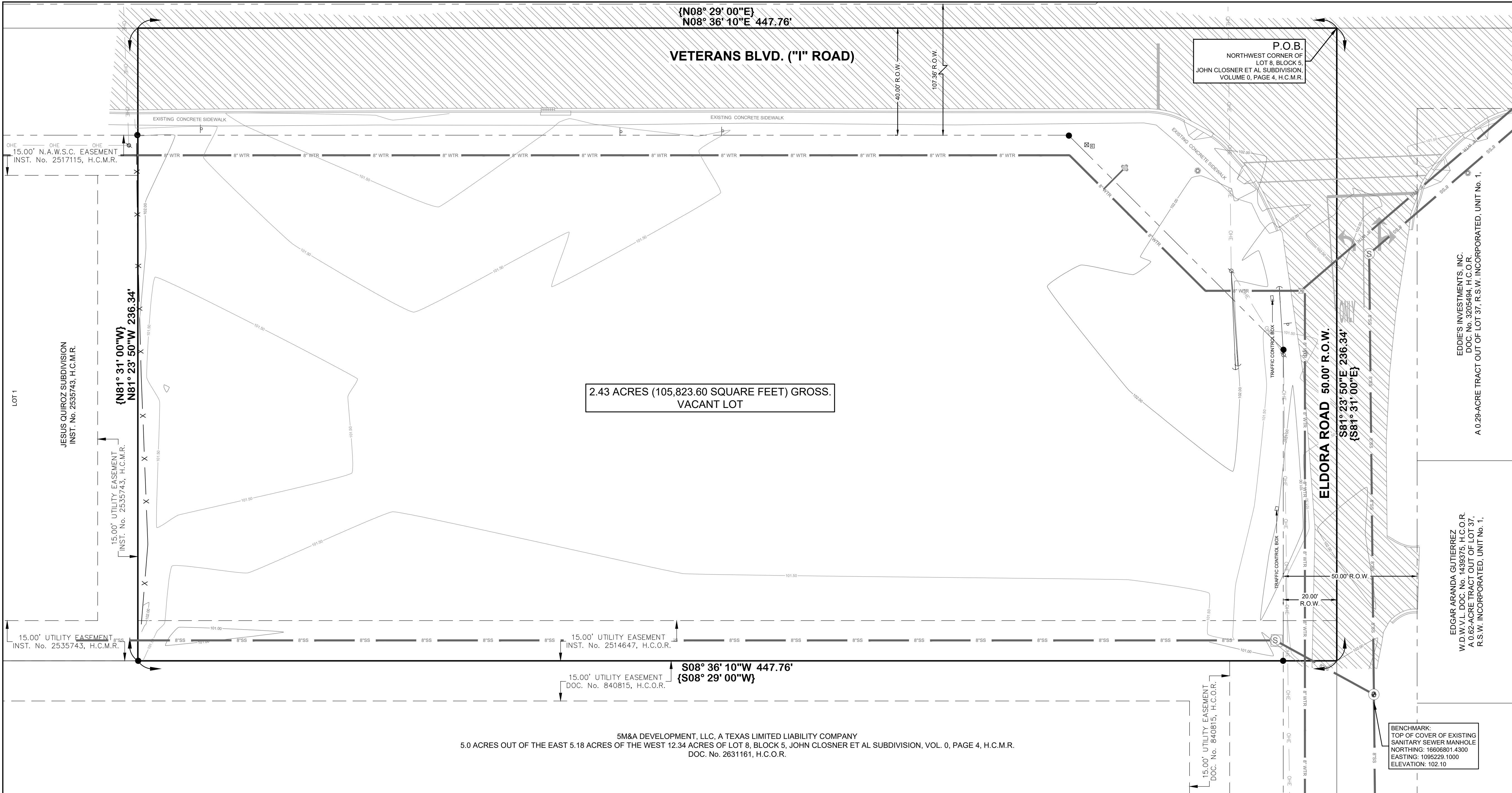


I, THE UNDERSIGNED, CARLOS GARZA, A LICENSED PREOFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY
THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PROPOSED SUBDIVISION.

CARLOS GARZA
LICENSED PROFESSIONAL ENGINEER NO. 92602

03-12-2025

DATE:



BASIS OF BEARING

NAD 83 TEXAS STATE PLANES
GRID COORDINATE SYSTEM
TEXAS SOUTH 4205, US FOOT.

NAVD 88

CALLS IN BRACES DENOTE BEARINGS AS INDICATED ON SPECIAL WARRANTY WITH VENDOR'S LIEN RECORDED IN DOCUMENT No. 3042334, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

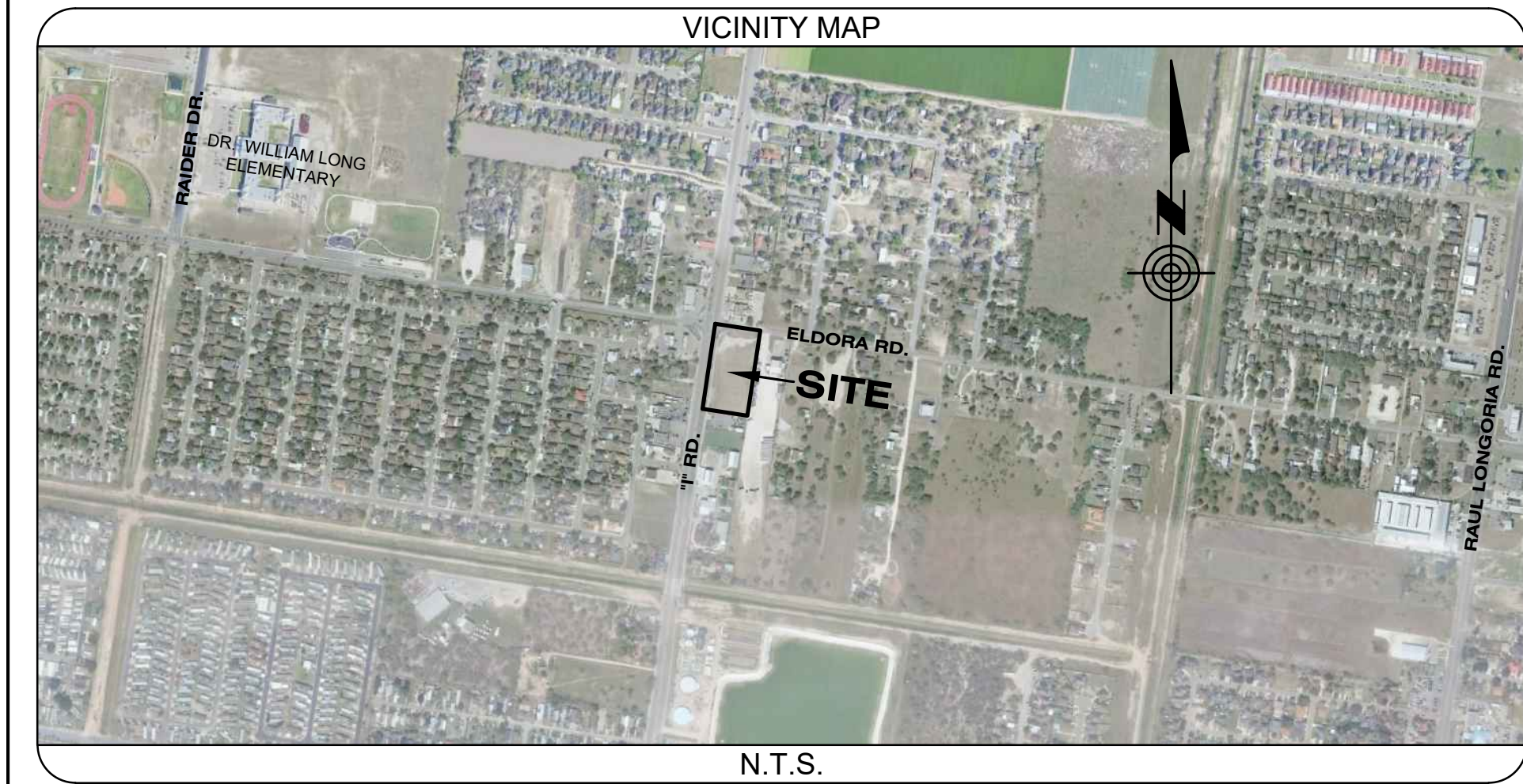
SCALE: 1"= 20'

MAP LEGEND

- FOUND No. 4 REBAR
- ⊕ BENCHMARK (AS INDICATED ON THIS SURVEY)
- ⊕ EXISTING POWER POLE
- ⊕ EXISTING SERVICE POLE
- ⊕ EXISTING TRAFFIC LIGHT POLE
- EXISTING GUY WIRE
- ⊕ UNDERGROUND CABLE MARKER
- ⊕ EXISTING TELEPHONE PEDESTAL
- ⊕ EXISTING SIGN
- ⊕ EXISTING WATER VALVE
- OHE — OHE — EXISTING OVERHEAD POWER LINE
- X X — EXISTING CHAIN LINK FENCE
- 8" WTR — 8" WTR — EXISTING 8" WATER LINE (N.A.W.S.C.)
- 8" SS — 8" SS — EXISTING 8" SANITARY SEWER LINE (CITY OF SAN JUAN, TX)
- ▨ EXISTING ASPHALT PAVED AREAS
- ▨ EXISTING CONCRETE PAVED AREAS

SURVEY GENERAL NOTES

- AS-BUILT LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREIN WERE PROVIDED AS OBSERVED/MARKED BY LOCATING SERVICE CONTRACTOR.
- THIS TRACT OF LAND IS CLASSIFIED AS: COMMERCIAL.
- BUILDING SETBACK LINES REQUIREMENTS AS PER THE CITY OF SAN JUAN ZONING DEPARTMENT.
- THIS TRACT OF LAND LIES IN ZONE "AH" (B.F.E. 103), ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM. MAP REVISED: NOVEMBER 16, 1982. COMMUNITY-PANEL No. 480334 0425 C.
- ZONE "AH" IS DEFINED AS AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
- OWNER(S):
MANUEL GOMEZ
909 E. ELDORA RD.
PHARR, TEXAS 78589
COUNTY OF HIDALGO, TEXAS
- THE ACREAGE IN THE LEGAL DESCRIPTION OF THIS SURVEY MAP IS FOR 2.43 ACRES. THE SAME ACREAGE THAT APPEARS IN THE LEGAL DESCRIPTION IN TITLE COMMITMENT GF No. 23-0917, PREPARED BY FIRST AMERICAN GUARANTY COMPANY.
- EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OF BUILDING/SITE ADDITIONS WERE NOT OBSERVED ON OR AROUND THIS PROPERTY.
- NO EVIDENCE OF SITE USE AS SOLID WASTE SUMP, OR SANITARY LANDFILL.
- THERE ARE NO GAPS OR GORES BETWEEN THE RIGHT-OF-WAY LINES AND THE BOUNDARY OF SUBJECT PROPERTY.



LEGAL DESCRIPTION

A 2.43-acre (105,823.60 square feet) tract of land, more or less, situated in the city of San Juan, county of Hidalgo, Texas; out of and forming a part of Lot 8, Block 5, John Closner et al subdivision, according to the map or plat thereof recorded in Volume 0, Pages 4-5, of the map records of Hidalgo County, Texas.

FLOOD ZONE INFORMATION

THIS TRACT OF LAND LIES IN ZONE "AH" (B.F.E. 103), ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM. MAP REVISED: NOVEMBER 16, 1982. COMMUNITY-PANEL No. 480334 0425 C.

ZONE "AH" IS DEFINED AS AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.

SCHEDULE B ITEMS

FIRST AMERICAN TITLE GUARANTY COMPANY, GF No. 23-0917, EFFECTIVE DATE: 4/25/2023, ISSUED: 5/18/2023.

- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.) (AS PLOTTED)
- ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE "B" OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY RELATED ITEM)
- RIGHTS OF PARTIES IN POSSESSION. (OWNERS POLICY ONLY.) (NOT A SURVEY RELATED ITEM)
- RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER ANY UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOT A SURVEY RELATED ITEM)
- COVENANTS AS RECORDED IN VOLUME 1472, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3807 OF THE UNITED STATES CODE OR (B) RELATED TO THE HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. (COVENANTS APPLY TO RESIDENTIAL SUBDIVIDING ONLY. A 10-FOOT EASEMENT IS INDICATED, BUT IS LOCATED BEYOND THE BOUNDARY DEPICTED IN THIS SURVEY)
- STATUTORY RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE. (APPLICABLE, NOT PLOTTABLE)
- RIGHTS OR CLAIMS BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2, TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY. (DOES NOT AFFECT THIS SURVEY)
- EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4 AND 5, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (NOT PLOTTABLE)
- EASEMENT RESERVED IN DEED FILED MARCH 27, 1911, RECORDED IN VOLUME 19, PAGE 33, BEING DOCUMENT No. 10, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (NOT PLOTTABLE)
- UTILITY EASEMENT GRANTED TO THE CITY OF SAN JUAN, DATED JANUARY 3, 2000, FILED JANUARY 26, 2000, UNDER DOCUMENT No. 840815, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (AS PLOTTED, DOES NOT AFFECT THE BOUNDARY OF THIS SURVEY)
- UTILITY EASEMENT GRANTED TO THE CITY OF SAN JUAN, DATED APRIL 4, 2014, FILED MAY 20, 2014, UNDER DOCUMENT No. 2514647, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (AS PLOTTED)

MEETS AND BOUNDS DESCRIPTION

A 2.43-acre (105,823.60 square feet) tract of land, more or less, out of and forming a part or portion of Lot Eight (8), Block Five (5), John Closner et al subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 0, Pages 4-5, of the map records of Hidalgo County, Texas; said 2.43-acre (105,823.60 square feet) being more particularly described by metes and bounds as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FIVE (5), FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT:

- THENCE, S 81°23'50" E (S 81°31'00" E), ALONG THE NORTH LINE OF SAID LOT EIGHT (8), BLOCK FIVE (5), A DISTANCE OF 236.34 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, S 08°36'10" W (S 08°29'00" E), ALONG THE WEST LINE OF SAID 5M&A DEVELOPMENT, LLC TRACT (DOC. No. 2631161, H.C.O.R.), AT A DISTANCE OF 20.00 FEET PASS A No. 4 REBAR FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF ELDORA ROAD, AND CONTINUING A TOTAL DISTANCE OF 447.76 FEET TO A No. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF JESUS QUIROZ SUBDIVISION (INST. No. 2535743, H.C.M.R.), FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, N 81°23'50" W (N 81°31'00" W), ALONG THE NORTH LINE OF SAID JESUS QUIROZ SUBDIVISION, AT A DISTANCE OF 196.34 FEET PASS A No. 4 REBAR FOUND AT THE EAST RIGHT-OF-WAY LINE OF VETERANS BOULEVARD ("I" ROAD), FOR THE NORTHWEST CORNER OF LOT 1 OF SAID JESUS QUIROZ SUBDIVISION, AND CONTINUING A TOTAL DISTANCE OF 236.34 FEET TO A POINT WITHIN THE RIGHT-OF-WAY OF SAID VETERANS BOULEVARD ("I" ROAD), FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, N 08°36'10" E (N 08°29'00" E), ALONG THE WEST LINE OF SAID LOT EIGHT (8), BLOCK FIVE (5), BEING WITHIN THE RIGHT-OF-WAY OF SAID VETERANS BOULEVARD ("I" ROAD), A DISTANCE OF 447.76 FEET TO THE POINT OF BEGINNING, CONTAINING 2.43 ACRES (105,823.60 SQUARE FEET) OF LAND, MORE OR LESS.

CALLS IN BRACES DENOTE BEARINGS AS INDICATED ON SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT No. 3042334, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

ALTA/NSPS LAND TITLE SURVEY

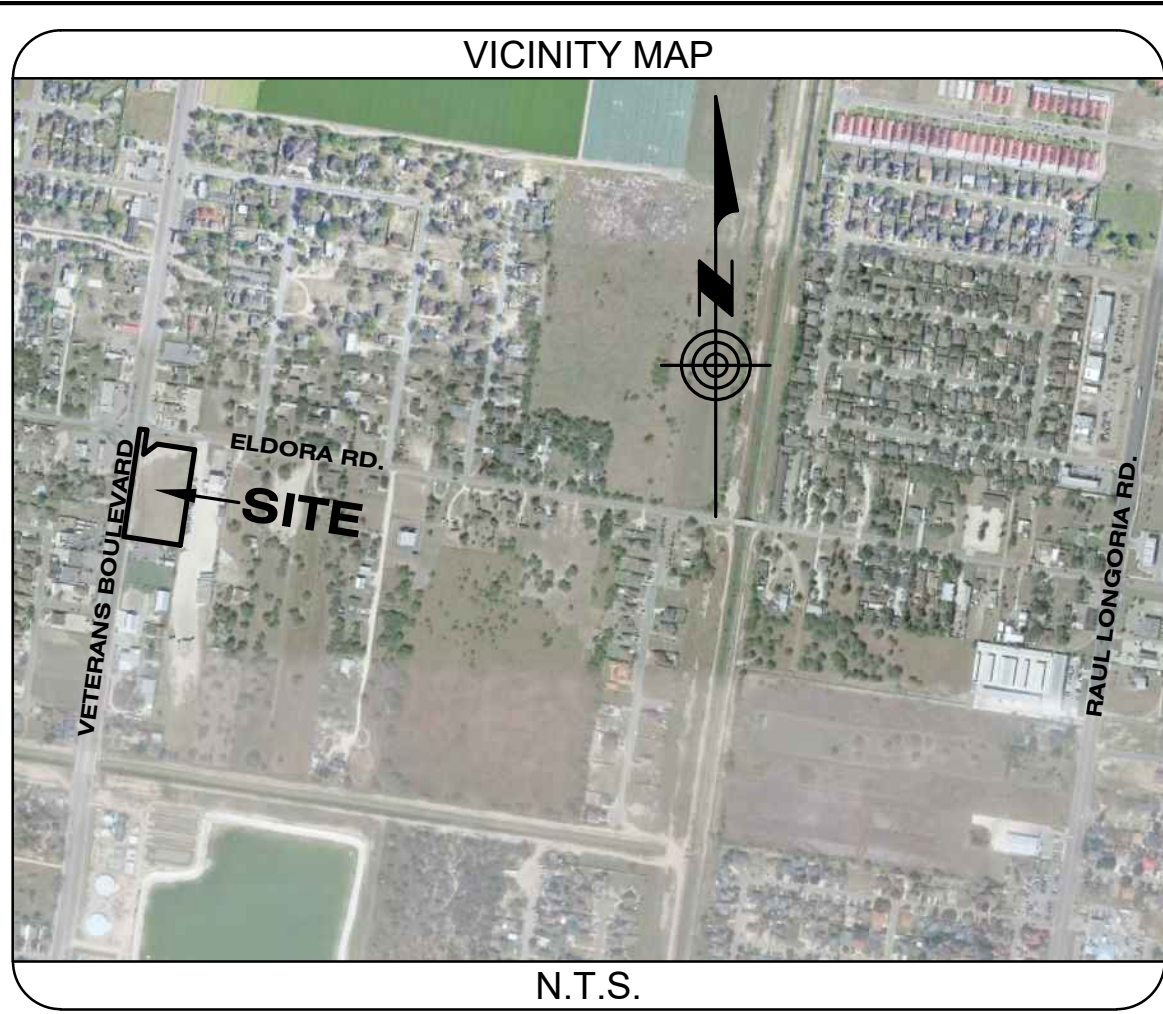
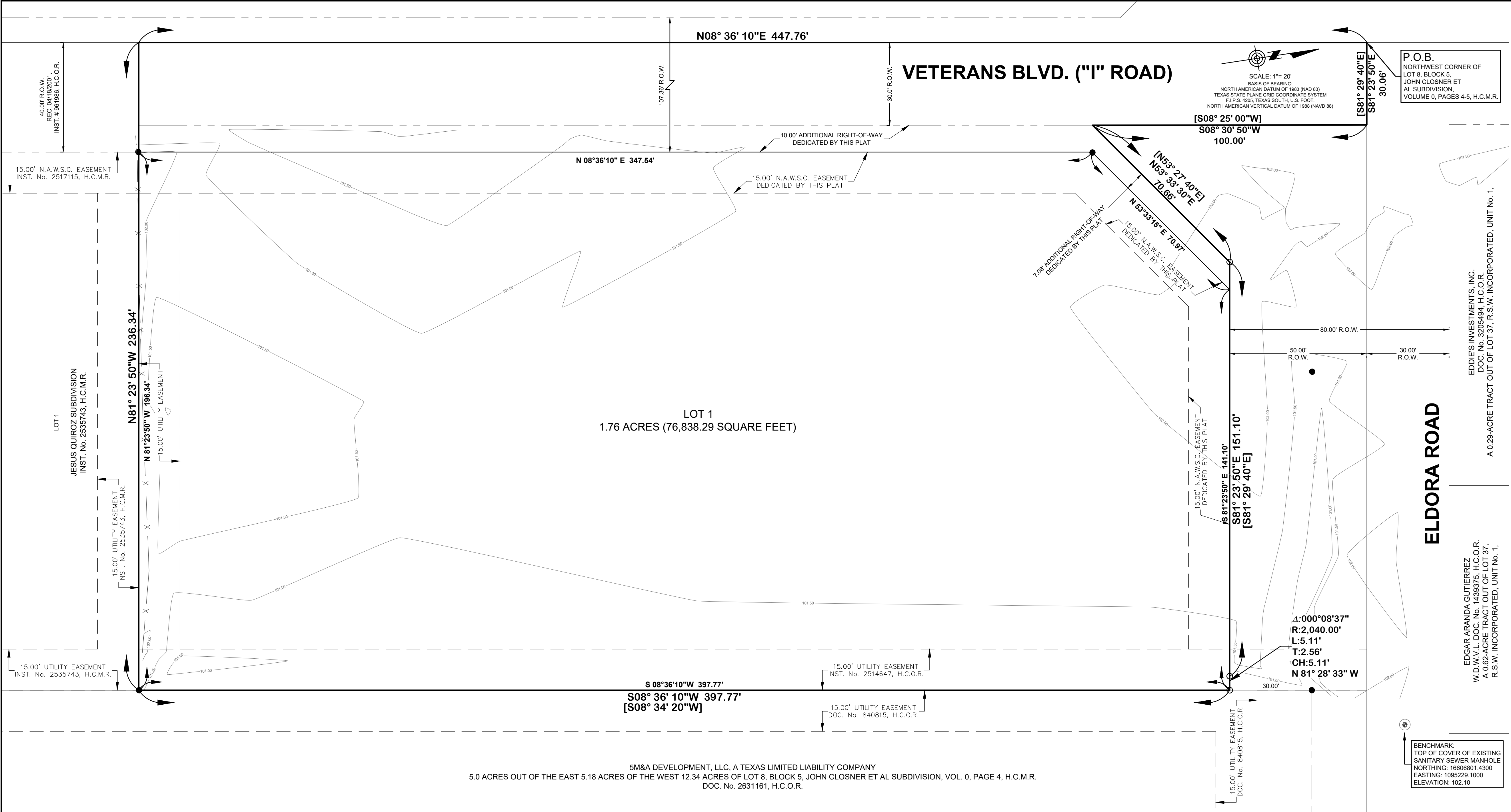
I JOSE MARIO GONZALEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY TO THE OVERLAND GROUP LLC, AND FIRST AMERICAN TITLE GUARANTY COMPANY, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THAT THIS INSTRUMENT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON THE 19TH DAY OF JULY, 2023, OF THE FOLLOWING DESCRIBED PROPERTY: A 2.43-acre (105,823.60 square feet) tract of land, more or less, out of and forming a part or portion of Lot Eight (8), Block Five (5), John Closner et al subdivision, Hidalgo County, Texas; according to the map or plat thereof recorded in Volume 0, Pages 4-5, of the map records of Hidalgo County, Texas.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON THE 20TH DAY OF JULY, 2023.

- THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR WATERWAYS;
- THAT ALL BUILDINGS, STRUCTURES AND IMPROVEMENTS (AS APPLICABLE) ARE IN COMPLIANCE WITH ALL SETBACK LINES ON FILE OR OF RECORD IN THE REAL PROPERTY RECORDS OF THE CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS;
- THAT THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL EASEMENTS, RIGHTS-OF-WAY, IMPROVEMENTS, SIGNS, FENCES, DRAINAGE DITCHES, RAILROADS, STREAMS, BUILDING SETBACK LINES, PARTY WALLS AND ENCROACHMENTS VISIBLE ON THE GROUND, OR OF RECORD, OR OF WHICH I HAVE KNOWLEDGE OR HAVE BEEN ADVISED, WHETHER OR NOT OF RECORD, AFFECTING THE SUBJECT PROPERTY;
- THAT THE SUBJECT PROPERTY HAS UNRESTRICTED INGRESS AND EGRESS TO AND FROM A DEDICATED PUBLIC STREET, AND THAT GAS, ELECTRIC, TELEPHONE, WATER AND SANITARY SEWER SERVICES ARE AVAILABLE AT THE SUBJECT PROPERTY;
- THAT INGRESS AND EGRESS TO THE SUBJECT PROPERTY IS PROVIDED BY VETERANS BOULEVARD ("I" ROAD) AND ELDORA ROAD, UPON WHICH THE PROPERTY LIES DIRECTLY EAST AND SOUTH, RESPECTIVELY, SAID ROADWAYS BEING PAVED AND DEDICATED PUBLIC RIGHTS-OF-WAY MAINTAINED BY THE CITY OF SAN JUAN, TEXAS.
- THE SUBJECT PROPERTY LIES WITHIN ZONE "AH" (B.F.E. 103), AS DEPICTED ON THE MOST RECENT NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP(S) PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. MAP NUMBER 480334 0425 C. MAP REVISED: NOVEMBER 16, 1982. ZONE "AH" IS DEFINED AS AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
- THAT THE SQUARE FOOTAGE OF THE PROPERTY IS 105,823.60, AND THAT APPLICABLE ZONING ORDINANCES FOR SUCH IMPROVEMENTS BASED ON THE INTENDED USE OF SUCH IMPROVEMENTS BE FOLLOWED AT SITE PLAN STAGE;
- A TITLE REPORT ON WHICH THE UNDERSIGNED RELIES FOR THIS 2.43-ACRE TRACT OF LAND, ACCORDING TO THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, THEREOF RECORDED UNDER DOCUMENT No. 3042334, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, WAS SUPPLIED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE APRIL 25, 2023 AND ISSUED MAY 18, 2023, G.F. No. 23-0917.

RIO DELTA SURVEYING
FIRM #10013900
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
JOB# RIO/AEC 1456 040
COPYRIGHT 2023
SHEET 1 OF 1

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5571
07-25-23
DATE



METES AND BOUNDS DESCRIPTION

A 2.164-ACRE (94,262.05 SQUARE FEET) TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OR PORTION OF LOT EIGHT (8), BLOCK FIVE (5), JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.164-ACRE (94,262.05 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FIVE (5), FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT:

- 1) THENCE, S 81°23'50" E [S 81°29'40" E], ALONG THE NORTH LINE OF SAID LOT EIGHT (8), BLOCK FIVE (5), A DISTANCE OF 30.06 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- 2) THENCE, S 08°30'50" W [S 08°25'00" W], A DISTANCE OF 100.00 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- 3) THENCE, N 53°33'30" E [N 53°27'40" E], A DISTANCE OF 70.66 FEET TO POINT FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- 4) THENCE, S 81°23'50" E [S 81°29'40" E], ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT EIGHT (8), BLOCK FIVE (5), A DISTANCE OF 151.10 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT, BEING ALSO AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- 5) THENCE, ALONG SAID CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 00°08'37" [00°08'30"], A RADIUS OF 2,040.00', AN ARC LENGTH OF 5.11' [5.04'] FEET, A TANGENT OF 2.56', AND A CHORD THAT BEARS N 81°28'33" W [N 81°33'54" W], A DISTANCE OF 5.11' [5.04'] TO A POINT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- 6) THENCE, S 08°36'10" W [S 08°34'20" W], ALONG THE WEST LINE OF 5M&A DEVELOPMENT, LLC TRACT (DOC. No. 2631161, H.C.O.R.), A DISTANCE OF 397.77 FEET TO A No. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF JESUS QUIROZ SUBDIVISION (INST. No. 2535743, H.C.M.R.), FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- 7) THENCE, N 81°23'50" W, ALONG THE NORTH LINE OF SAID JESUS QUIROZ SUBDIVISION, AT A DISTANCE OF 196.34 FEET PASS A No. 4 REBAR FOUND AT THE EAST RIGHT-OF-WAY LINE OF VETERANS BOULEVARD ("I" ROAD), FOR THE NORTHWEST CORNER OF LOT 1 OF SAID JESUS QUIROZ SUBDIVISION, AND CONTINUING A TOTAL DISTANCE OF 236.34 FEET TO A POINT WITHIN THE RIGHT-OF-WAY OF SAID VETERANS BOULEVARD ("I" ROAD), FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- 8) THENCE, N 08°36'10" E, ALONG THE WEST LINE OF SAID LOT EIGHT (8), BLOCK FIVE (5), BEING WITHIN THE RIGHT-OF-WAY OF SAID VETERANS BOULEVARD ("I" ROAD), A DISTANCE OF 447.76 FEET TO THE POINT OF BEGINNING, CONTAINING 2.164 ACRES (94,262.05 SQUARE FEET) OF LAND, MORE OR LESS.

CALLS IN BRACKETS DENOTE INFORMATION AS PER SURVEY PREPARED BY "ROW SURVEYING SERVICES, LLC", DATED 2/28/23, SIGNED AND SEALED BY VICTOR H. TREVINO, R.P.L.S. # 69868.

- PLAT NOTES AND RESTRICTIONS
1. THIS SUBDIVISION LIES IN ZONE "AH" (B.F.E. 103, N.G.V.D. 29), ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) MAP REVISED 11/16/82, COMMUNITY PANEL No. 480334 0425 C.
- ZONE "AH" - AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
- B.F.E. 103.00, AS PER THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29).
B.F.E. 102.618, AS PER THE VERTICAL DATUM TRANSFORMATION, NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).
- F.F. ELEVATION FOR THE BUILDING HAS BEEN ESTABLISHED AT 104.80, WHICH IS 2.18 FEET ABOVE THE B.F.E., AS PER THE VERTICAL DATUM TRANSFORMATION (INDICATED ABOVE).
2. MINIM BUILDING SETBACKS ARE AS FOLLOWS:
VETERANS BOULEVARD 40 FEET OR EASEMENT, WHICHEVER IS GREATER
ELDORA ROAD 40 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR 15' OR EASEMENT, WHICHEVER IS GREATER
SIDE 6' OR EASEMENT, WHICHEVER IS GREATER
 3. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 1.80 ACRES (NET DEVELOPMENT AREAS) AND A VOLUME OF APPROXIMATELY 10,169 C.F. (0.23 AC.FT.) WILL BE REQUIRED FOR THIS PROPOSED USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY OR MAY NOT REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF SAN JUAN FOR THIS COMMERCIAL DEVELOPMENT.
 4. BENCH MARK - AS INDICATED ON THIS PLAT.
 5. NO BUILDING SHALL BE ALLOWED OVER ANY EASEMENT.
 6. LANDSCAPING AS PER CITY OF SAN JUAN ORDINANCE.
 7. OWNER(S) TO MAINTAIN DETENTION/RETENTION AREAS.
 8. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
 9. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
 10. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
 11. OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
 12. 5.0' SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS (WHEN NEEDED BY DESIGN) SHALL BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
 13. ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE BASED ON NAD 83 - TEXAS STATE PLANES COORDINATE SYSTEM - SOUTH ZONE - US FOOT.

STATE OF MISSOURI
COUNTY OF GREENE

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "DG VETERANS SUBDIVISION", AN ADDITION OF THE CITY OF SAN JUAN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DENOTE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

JACOB STAUFFER-MANAGER
DOCGSANJUANTX05172023, LLC
1598 IMPERIAL CENTER, SUITE 2001
WEST PLAINS, MISSOURI 65775
HOWELL COUNTY, MO

DATE

STATE OF MISSOURI
COUNTY OF GREENE

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JACOB STAUFFER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20 ____.

DATE

JULIANN LEWRIGHT
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES: SEPTEMBER 30, 2026

JULIANN LEWRIGHT
Greene County
My Commission Expires
September 30, 2026
Commission # 1866498

STATE OF TEXAS
COUNTY OF HIDALGO
APPROVAL BY PLANNING AND ZONING COMMISSION OF THE CITY OF SAN JUAN, TX

CHAIRMAN OF THE PLANNING AND ZONING COMMISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY OF SAN JUAN, TX.

CHAIRMAN, PLANNING & ZONING COMMISSION

APPROVED DATE

STATE OF TEXAS
COUNTY OF HIDALGO
APPROVAL BY CITY COMMISSION

APPROVED AND ACCEPTED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ON THIS ____ DAY OF _____, 20 ____.

MAYOR _____ ATTEST CITY SECRETARY _____

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

DATE

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE ____ DAY OF _____, 20 ____.

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS, SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

PRESIDENT _____ DATE _____

ATTEST: _____

SECRETARY _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO
PROFESSIONAL LAND SURVEYOR CERTIFICATE

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN JUAN, TEXAS.

DATED THIS THE ____ DAY OF _____, 20 ____.

JOSE MARIO GONZALEZ, R.P.L.S.
TEL. (956) 380-5154
mario@modelasurveying.com
No. 5571 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
PROFESSIONAL ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

LICENSED PROFESSIONAL ENGINEER
No. 92602 STATE OF TEXAS

CARLOS GARZA, P.E. - AEC ENGINEERING, L.L.C.
1116 S. 10TH AVENUE
EDINBURG, TEXAS 78539
TEL. 956-380-6558
carlos@aecengineering.net
No. 92602 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

MAP LEGEND

- FOUND NO. 4 REBAR
- SET NO. REBAR
- ⬢ BENCHMARK (AS INDICATED ON THIS PLAT)
- X — X — X — EXISTING CHAIN LINK FENCE

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 ALAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, JOSE MARIO GONZALEZ, GRANT, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL 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 LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED 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 COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE 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 GRANTOR 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 A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTEE COVENANTS THAT HE 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 GRANTEE 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 ____.

(GRANTOR'S SIGNATURE)

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

AEC
ENGINEERING, L.L.C.
A TEXAS REGISTERED ENGINEERING FIRM F-9688
1116 S. 10TH AVENUE, EDINBURG, TX 78539
PHONE: (956) 380-6558 www.aecengineering.net

JOB # 1456.040
Date: March 12, 2025
Drawn by: J.d'Z.

DG VETERANS SUBDIVISION

1 COMMERCIAL LOT

A 2.164-ACRE (94,262.05 SQUARE FEET) TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OR PORTION OF LOT EIGHT (8), BLOCK FIVE (5), JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TRENCH EXCAVATION SAFETY PROTECTION

Contractor and/or Contractor’s independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review these plans and available geotechnical information and the anticipated installation site(s) within the project work area in order to implement contractor’s trench excavation safety protection system, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with as a minimum, OSHA standards for trench excavations. Specifically, Contractor and/or Contractor’s independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

NOTE
THE DESIGN OF THIS PROJECT RELIES ON SURVEY ELEVATION DATA AND UTILITY REFERENCE INFORMATION. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO START OF CONSTRUCTION AND ADVISE ENGINEER OF RECORD OF ANY INCONSISTENCIES.

- 1) Top 6” of topsoil and vegetation shall be stripped for proposed paving and sidewalk construction. Stripped topsoil may be stockpiled and re–used for fill in landscape and lawn areas only if it is free of rocks and trash.
- 2) Proposed fill under pavement areas may be select fill with plasticity index ranging from 5–17%.
- 3) Structural plans are to be used as reference for proposed building foundation fill.
- 4) All subgrade below curb & gutter, asphalt pavement, dumpster pad and sidewalks shall be treated with hydrated lime in accordance with associated specifications.
- 5) All sidewalks shall have a minimum slope of 1/4” per foot. Top of curb elevations near buildings assume 1/4” per foot slope across covered entry and sidewalk.
- 6) All gutters shall have a minimum slope of 0.15% unless otherwise noted on the plans.
- 7) Typical expansion joints are to be placed where building foundation meets concrete pavement of sidewalk.
- 8) Contractor to notify all utility companies 48 hours prior to construction of any site improvements for location of gas lines, telephone lines, television cables, water lines and sewer lines.
- 9) All required select fill to be placed in 6” lifts with compaction to 95% proctor.
- 10) All curb and gutter to be backfilled and stabilized as required.
- 11) All grading to be established to provide surface to drainage.
- 12) Construction pad to be graded as required to facilitate drainage run–off from construction site. Silt fence and/or silt traps shall be provided before discharge run–off from construction site to street drainage. Contractor shall be responsible for compliance with federal, state, & local permits regarding storm water pollution prevention.
- 13) All obstructions buildings, poles, wires, slabs, fencing, or guard rails conflicting with the proposed improvements are to be removed, relocated and or disposed of by contractor as per engineers written instructions.
- 14) Contractor to match transition of new pavement to existing pavement as proposed by engineer.
- 15) Handicap signage to conform with federal regulations (A.D.A.).
- 16) Contractor to include all striping for parking lots.
- 17) Civil engineer will not provide construction staking on improvements.
- 18) Contractor to grade swales as required from sidewalk drainage openings, fire lanes, culverts and curb slots to inlets.
- 19) Contractor to verify horizontal and vertical location of existing utilities which may conflict with proposed alignment of new facilities.
- 20) Contractor shall be familiar with special construction requirements of the city and governing entities.
- 21) All excavation and trenching operations shall be conducted in accordance with all safety OSHA publication 2226 and as required in house bill 662 passed by the Texas legislature.
- 22) Contractor shall provide Erosion and Sediment Control Plans if applicable.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REQUIREMENTS

The Contractor shall strictly adhere to TCEQ rules and regulations for the installation and testing of domestic water and wastewater projects as detailed in 30 TAC, chapter 217 for Wastewater and Chapter 290 for Domestic Water, TCEQ rules. Contractor shall adhere to all minimum separation distances and crossing requirements.

EXISTING UTILITIES

- 1) Location and depth of existing utilities shown within utility layout are approximate only. Actual locations and depths must be verified by the contractor prior to the construction and the contractor shall be responsible for their protection during construction.
- 2) It is essential that 48 hours prior to construction all utility companies be notified to locate and tag their underground facilities prior to excavation.
- 3) The contractor needs to allow for the possibility of undetected underground utilities. Also, the contractor must allow for changes due to utilities being in locations different front those shown on the utility record drawings. The contractor is responsible for locating and exposing conflicts prior to construction.
- 4) Trenches or excavations may not be left open overnight unless authorized in writing by the engineering department. In such cases, the contractor must provide 1/2” steel plates over plates with anchoring as per specifications to be provided by the city.
- 5) Any damage to fences, walks, or private property shall be repaired by the contractor at his expense.
- 6) It shall be the contractor’s responsibility to remove all excavated material & debris from the site at no additional expense to the owner.
- 7) The contractor is responsible for scheduling construction materials testing through the city’s designated field representative 24 hours prior to testing. Contractor is responsible for adhering closely to testing schedule and avoid any delays in the field.
- 8) The contractor shall provide all construction staking and surveying.
- 9) Existing power poles, concrete stand pipes, etc. will need to be braced during adjacent construction.
- 10) Contractor shall keep all water & sanitary sewer services operational.
- 11) The engineer will be the final authority of all conflicts, discrepancies, and the interpretations of the drawings or specifications.

TRAFFIC NOTES:

- 1) It is the Contractor’s sole responsibility to see that all traffic control devices are properly installed and maintained at the job–site in accordance with the plans, specifications and related industry standards and regulations. The Contractor shall submit for review a sign and barricade plan conforming to the requirements of the Texas Manual on Uniform Traffic Control Devices. The City’s Construction Inspector and the Traffic Engineering Representative will be responsible only to inspect the traffic control devices being employed. If in the opinion of the Traffic Engineering representative and the Construction Inspector, the traffic control devices do not conform to established standards or are incorrectly placed or are insufficient in quantity to protect the general public, the Construction Inspector shall have the option to stop construction operations at no expense to the City until such time as the conditions are corrected by the Contractor.
- 2) Prior to removing any traffic or traffic signals, the Contractor shall contact the City’s Traffic Operations Section. Prior to completion of the contract and removal of the barricades, the Contractor shall again contact the Traffic Operations Section. The barricades shall not be removed until all applicable permanent traffic signs and signals are in place.
- 3) It is the Contractor’s responsibility to obtain and maintain temporary stop signs and all other traffic control devices required to protect the general public If the City has removed permanent stop signs, the Contractor shall request that the signs be returned to the construction site so that they can be reinstalled by him. All permanent signs or traffic control devices missing or damaged upon completion of construction shall be replaced at the Contractor’s expense.
- 4) The Contractor must contact the Construction Inspector 48 working hours in advance (not including weekends) of a street closure. After notification by the Contractor, the Construction Inspector will immediately contact the traffic office and make the necessary arrangements. Contractor will ensure Traffic and Inspections have agreed prior to proceeding.
- 5) The Construction Inspector will inspect to see that the Contractor maintain his barricades and sign every day.
- 6) As work progresses, location of barricades will be adjusted and modified, as necessary by the Contractor.
- 7) If the need arises, additional barricades and directional devices may be ordered by the Traffic Engineering Representative at the Contractor’s expense.
- 8) The Contractor shall furnish and maintain all traffic control devices and striping, lighting and warning devices used or required within the established area of construction operations.
- 9) Temporary pedestrian crossings will be required. Locations will be decided upon in the field by the Construction Inspector and the Police Department Accident Prevention Bureau.
- 10) The Contractor will be required to furnish and maintain temporary crossings for providing suitable access accommodations for school children, and pedestrians.
- 11) The Contractor shall provide access for delivery of mail by the U.S. Postal Service.
- 12) Prior to the excavation within a designated or parallel street over 30 feet in width, the Contractor shall be required to maintain two–way traffic by providing an all– weather surface of 24 feet in width. However, with advance approval of the Traffic Engineering Representative, the Contractor may be authorized to flag through one lane at a time with designated trained flagmen and only during the hours of daylight.
- 13) Contractor shall provide for the access of residents and businesses within all phases of work. This may include, but not be limited to, providing steel plates as temporary trench crossings at entrances to businesses or residences. Flagmen to control traffic at these crossings shall be used as necessary.
- 14) At no time shall the Contractor have more than two paralleling streets under construction at any time.
- 15) At no time shall the Contractor have more than two cross streets closed at any one time.
- 16) At no time shall the Contractor have more than 1,000 feet of concreted trench without asphalt behind pipe laying operations.
- 17) When construction work necessitates the utilization of vehicles paths other than the lanes normally used, markings no longer applicable shall be removed and approved pavements markings and signs installed in accordance with Part VI–D of the Texas Manual On Uniform Traffic Control Devices.
- 18) Any damage to permanent traffic signals, the controller box, loops or conduits during or upon completion of the project shall be repaired or replaced at the Contractor’s expense. The decision to repair, as opposed to replace, the damaged equipment shall be made by the City Traffic Engineer.
- 19) The Contractor shall maintain temporary approaches or crossings in a safe condition at intersections with streets, businesses, parking lots, and residences.
- 20) Any and all spoil materials shall be disposed offsite by contractor at contractors expense.
- 21) Contractor shall be responsible for all permits including SWPPP state notifications and permits when applicable.
- 22) All traffic control devices shall conform to the latest published version of the Texas Manual on Uniform Traffic Control Devices. The Contractor shall provide the city a minimum of 72–hours advance notice of any proposed road, intersection, or turnout closures. If the proposed closure is on or adjoins a state–owned street, the contractor shall, in addition, coordinate the request with the San Benito Area TXDOT Office (399–5102).
- 23) A 3:1 safety slope and 4.0’ buffer zone shall be required during non–working hours when construction operations result in an elevation difference of more than 2 inches next to an open travel way.
- 24) The contractor shall provide provide a sufficient number of certified flaggers and appropriate traffic control devices to safely guide the traveling public through the work area at all times when working within the right–of–way. The Engineer may require additional flaggers or traffic control devices.
- 25) The contractor shall plan and perform his work in a manner that will permit safe public traffic movement on all public streets.

PROJECT INFORMATION:

DOLLAR GENERAL

City of San Juan, Hidalgo County, Texas
(Veterans Blvd. & Eldora Road).

CALL BEFORE YOU DIG!

★Texas811

PARTICIPANTS REQUEST
48 HOURS NOTICE
BEFORE YOU DIG,
DRILL, OR BLAST –
STOP AND CALL
CONSTRUCTION

Know what’s below.
Call before you dig.

811

THE LONE STAR NOTIFICATION COMPANY
AT 1–800–669–8344

SHEET HIGHLIGHTS/RESTRICTIONS

STATE OF TEXAS

REGISTERED PROFESSIONAL ENGINEER

CARLOS GARZA, P.E.

02002

02 ON: 03–12–2025

FOR PERMITTING
ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS
ENGINEERING PRACTICE LAW

BY

DESCRIPTION

DATE

REV

DESIGN INFORMATION

Job Type CIVIL

Job No. 1456.040

Prep. Date MARCH 12, 2025

Designed/Drawn J. d’ Z.

Checked CARLOS GARZA, P.E.

Approved CARLOS GARZA, P.E.

PLAN SCALE: AS SHOWN

PROJECT ADDRESS OR
NEAREST INTERSECTION

THIS TRACT OF LAND IS
LOCATED AT THE SOUTHEAST
CORNER OF THE INTERSECTION
OF VETERANS BOULEVARD AND
ELDORA ROAD, IN THE CITY OF
SAN JUAN, COUNTY OF
HIDALGO, TEXAS.

CITY

SAN JUAN

COUNTY

HIDALGO

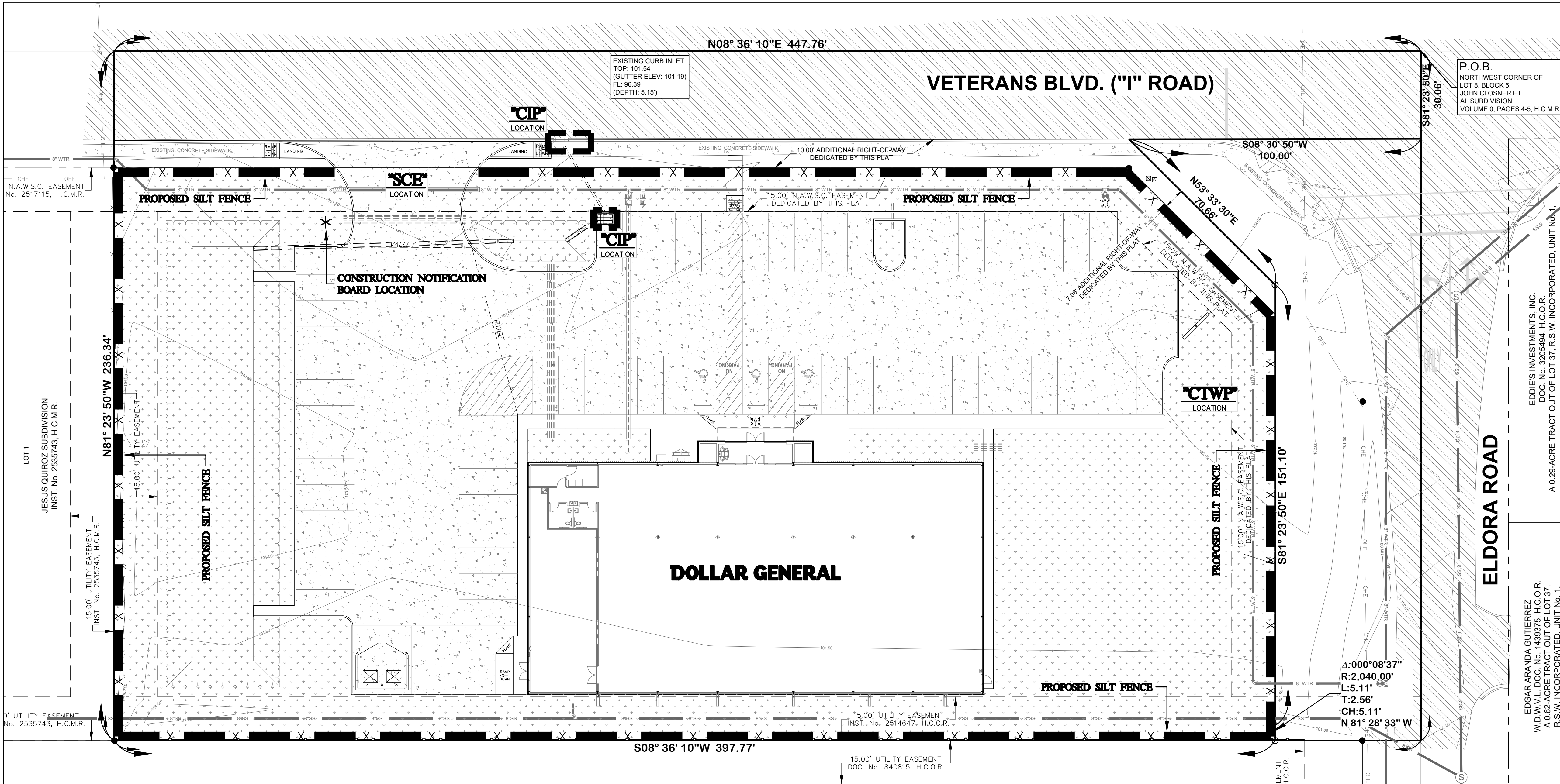
STATE

TEXAS

SHEET DESIGNATION:
GENERAL CONSTRUCTION
NOTES (1 OF 2)

SHEET NUMBER:
C4 of 14

Page 52



5M&A DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY
5.0 ACRES OUT OF THE EAST 5.18 ACRES OF THE WEST 12.34 ACRES OF LOT 8, BLOCK 5, JOHN CLOSNER ET AL SUBDIVISION, VOL. 0, PAGE 4, H.C.M.R.
DOC. No. 2631161, H.C.O.R.

GENERAL NOTES

The maximum height of the filter fabric should range between 18 and 36 inches above the ground surface (depending on the amount of upslope ponding expected).

Posts should be spaced 8 to 10 feet apart when a woven wire support fence is used and not more than 6 feet apart when extra strength filter fabric (without a woven wire support fence) is used. The posts should be embedded a minimum of one foot.

A trench should be excavated 4 to 8 inches wide and 4 to 12 inches deep along the upslope side of the line of posts. If standard strength filter fabric is to be used, the optional woven wire support fence should be fastened to the upslope side of the posts.

Extend the woven wire support to the bottom of the trench. The filter fabric should be fastened to the woven wire support fence, and 8 to 20 inches of the fabric should extend into the trench.

Extra strength filter fabric does not require a woven wire support fence.

Fastened the filter fabric directly to the posts and extend 8 to 20 inches of the fabric into the trench. Where joints in the filter fabric are required, the filter fabric should be spliced together only at a support post, with a minimum 6-inch overlap and securely sealed.

Do not attach filter fabric to trees.

Backfill the anchor trench with compacted soil or 0.75 inch minimum diameter gravel placed over the filter fabric. Remove silt fence when the construction site is completely stabilized.

Inspect silt fences daily during periods of prolonged rainfall, immediately after each rainfall event, and weekly during periods of no rainfall. Make any required repairs immediately.

Sediment must be removed when it reaches a depth of 6". Take care to avoid damaging the fence during cleanout.

Silt fences should not be removed until the upslope area has been permanently stabilized. Contaminated sediment deposits must be removed and disposed of off-site in accordance with applicable regulations. Uncontaminated sediment deposits remaining in place after the silt fence has been removed should be dressed to conform with the existing grade, and stabilized. Place silt fence along a line of uniform elevation, perpendicular to the direction of flow.

Synthetic filter fabric should be a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn conforming to the requirements below:

SYNTHETIC FILTER FABRIC REQUIREMENTS	
Physical Property	Requirements
Minimum Weight	3.5 ounces per square yard (ASTM 3776-84)
Min. Mullen Burst Strength	200 lbs per square inch (ASTM 3786-87)
Maximum flow through rate	120 GPM/SF of frontal area (ASTM 4491-85)

Burlap of 10 ounces per square yard of fabric can also be used. The filter fabric should be purchased in continuous rolls to minimize joints.

MAINTENANCE:

Inspect regularly and after every storm.

Make any repairs necessary to ensure the measure is in good working order.

Sediment should be removed and the structure restored to its original dimensions when sediment has accumulated to a depth of 6".

Clean or remove and replace the stone filter or filter fabric if they become clogged.

Inlet protection should remain in place and operational until the drainage area is stabilized.

SILT FENCE ANCHORING ALTERNATIVE

DETAILS N.T.S.

This alternative may be used when silt fence trench anchoring is not feasible. Situations which may constitute this alternative include impenetrable or rigid surfaces which make trenching for silt fence anchoring unreasonable. All other silt fence materials and erection procedures will be the same as described in the standard silt fence requirements.

CURB INLET PROTECTION DETAIL

DETAILS N.T.S.

NOTES:

- Where minimum clearances cause traffic to drive in the gutter, the contractor may substitute a 1" x 4" board secured with concrete nails 3" o.c. Nailed into the gutter in lieu of sandbags to hold the filter dike in place. Upon removal, clean any dirt/debris from nailing locations, apply Chemical sanding agent and apply non-shrink grout flush with surface of gutter.
- A section of filter fabric shall be removed as shown on this detail or as directed by the engineer or designated representative. Fabric must be secured to wire backing with clips or hog rings at this location.
- Daily inspection shall be made by the contractor and silt accumulation must be removed when depth Reaches 2". Contractor shall monitor the performance of inlet protection during each rainfall event and immediately remove the inlet protections if the storm-water begins to overtop the curb.
- Inlet protections shall be removed as soon as the source of sediment is stabilized.

STABILIZED CONSTRUCTION ENTRANCE/EXIT

DETAILS N.T.S.

Clear all vegetation, roots and all other obstructions in preparation for grading.

Prior to placing geotextile (filter fabric) make sure that the entrance is properly graded and compacted.

Stone should be placed to a depth of 6-inches or greater for the entire width and length.

Width should be not less than full width of all points of ingress or egress. Flare the entrance where it meets existing road to provide a turning radius.

Periodic maintenance will be required to prevent tracking onto public right-of-way or any roadway. All sediment spilled, dropped, or tracked onto any public right-of-way must be removed immediately.

Physical Property	Requirements
Grab Tensile Strength	220 lbs. (ASTM D4632)
Elongation Failure	60% (ASTM D4632)
Mullen Burst Strength	430 lbs. (ASTM D3786)
Puncture Strength	125 lbs. (ASTM D4833)
Equivalent Opening	Size 40-80 (US Std Sieve)(ASTM D4751)

PROJECT INFORMATION:

DOLLAR GENERAL
City of San Juan, Hidalgo County, Texas
(Veterans Blvd. & Eldora Road).

BEARING BASIS: NAD83 Texas State Planes, South Zone, US Foot

GRAPHIC SCALE
0 20 30 40 60
1 inch = 20 ft.

CALL BEFORE YOU DIG!
Texas811
PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP AND CALL CONSTRUCTION
Know what's below. Call before you dig. **811**

THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344

SHEET HIGHLIGHTS/RESTRICTIONS

- Contractor shall provide Engineer proof of compliance with applicable TCEQ regulations regarding storm water and erosion control.
- NO/Construction Notification required prior to commencing construction.
- When applicable, inlet protection devices and barriers shall be repaired or replaced if they show signs of undermining or deterioration.
- All seeded/grassed areas shall be checked regularly to see that a good stand is maintained. Areas shall be fertilized and re-seeded as required to return any disturbed areas to existing conditions.
- Silt fences shall be repaired to their original conditions if damaged. Sediment shall be removed from the silt fencing when it reaches one half the height of the silt fence.

FOR PERMITTING
ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

EDGAR ARANDA GUTIERREZ
W.D.W.V.L. DOC. No. 1438375, H.C.O.R.
A 0.82-ACRE TRACT OUT OF LOT 37, R.S.W. INCORPORATED, UNIT No. 1.

EDDIE'S INVESTMENTS, INC.
DOC. No. 3205484, H.C.O.R.
A 0.29-ACRE TRACT OUT OF LOT 37, R.S.W. INCORPORATED, UNIT No. 1.

VEHICULAR ACCESS FOR CONSTRUCTION

PLAN
SECTION A-A

GENERAL NOTES:
Detail above illustrates minimum dimensions. Pit can be increased in size depending on expected frequency of use.
If hay bales are used, they shall be placed in accordance with details shown on Exhibit for hay bales.
Washout pit shall be located in an area easily accessible to construction traffic.
Washout pit shall not be located in areas subject to inundation from storm water runoff.

CONCRETE TRUCK WASHOUT PIT

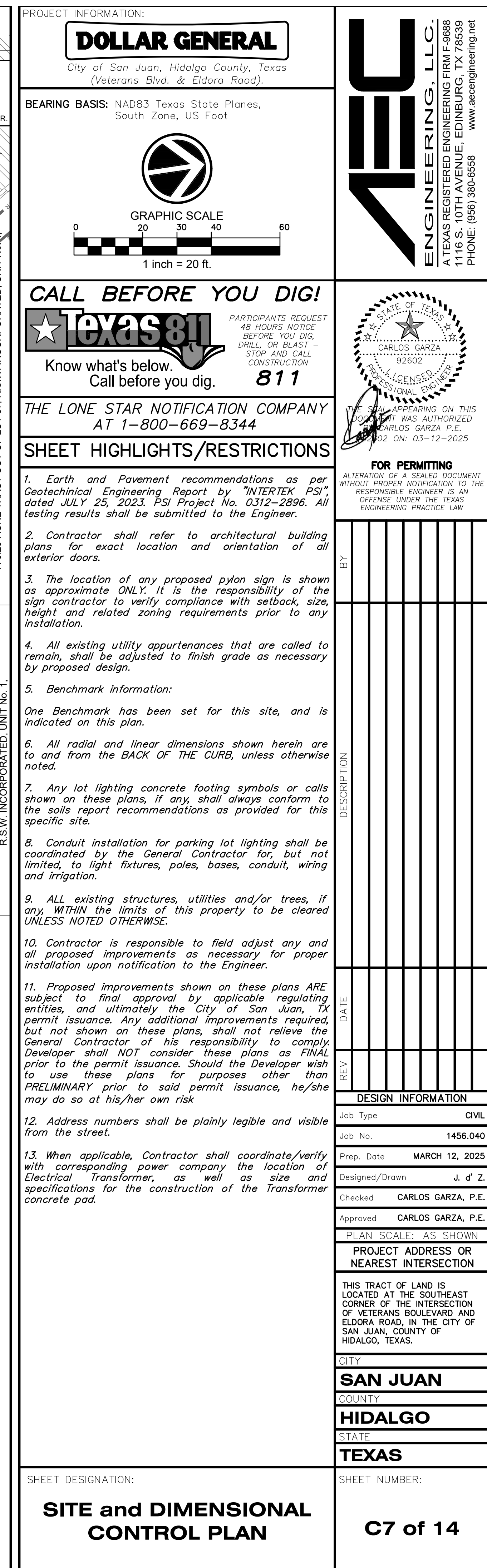
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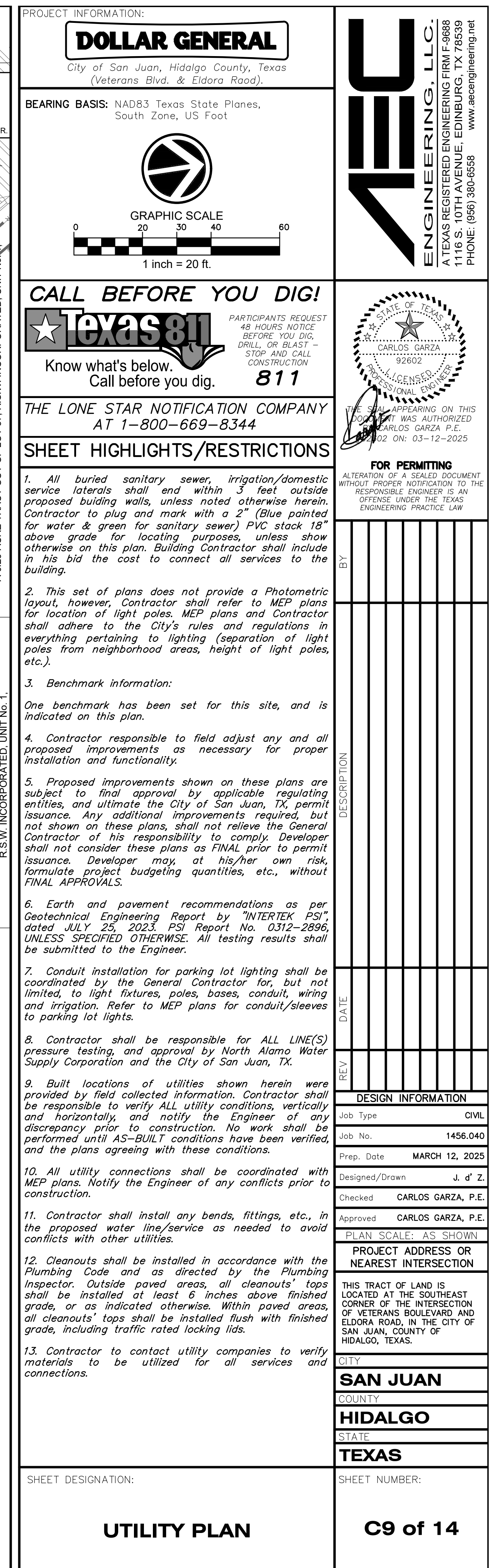
MAP LEGEND

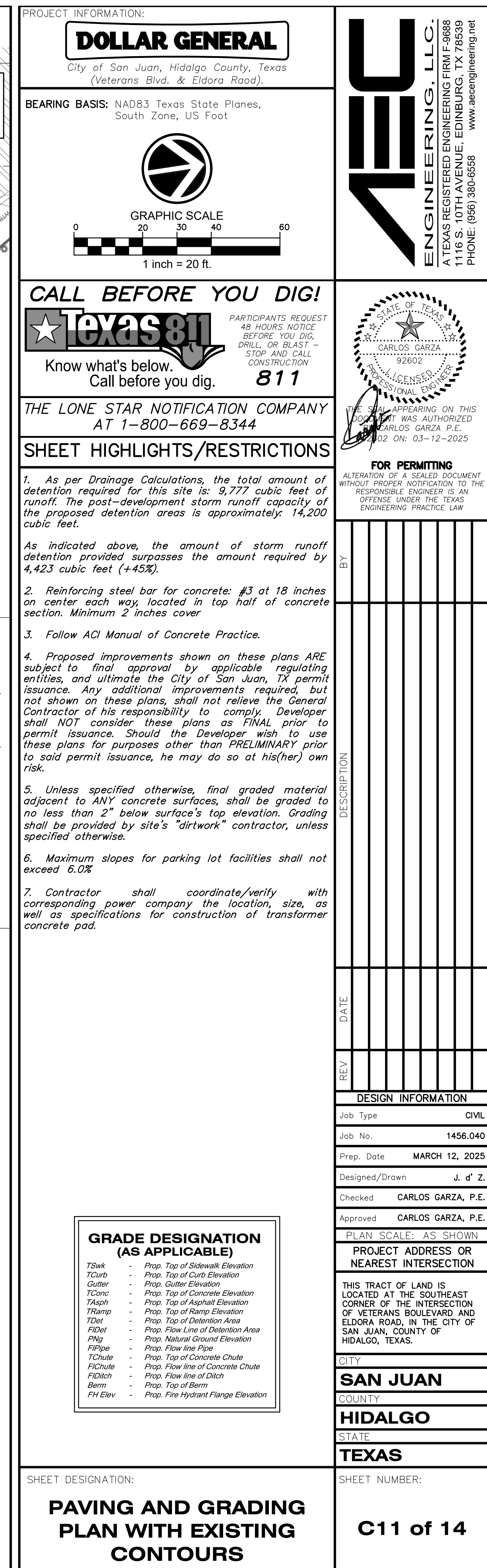
- FOUND No. 4 REBAR
- ⊙ BENCHMARK (AS INDICATED ON THIS SURVEY)
- ⊘ EXISTING POWER POLE
- ⊘ EXISTING SERVICE POLE
- ⊙ EXISTING TRAFFIC LIGHT POLE
- EXISTING GUY WIRE
- ⊘ UNDERGROUND CABLE MARKER
- ⊘ EXISTING TELEPHONE PEDESTAL
- EXISTING SIGN
- ⊘ EXISTING WATER VALVE
- OHE EXISTING OVERHEAD POWER LINE
- X EXISTING CHAIN LINK FENCE
- 8" WTR EXISTING 6" WATER LINE (N.A.W.S.C.)
- 8" SS EXISTING 8" SANITARY SEWER LINE (CITY OF SAN JUAN, TX)
- EXISTING ASPHALT PAVED AREAS
- EXISTING CONCRETE PAVED AREAS
- PROPOSED CONCRETE PAVED AREAS
- PROPOSED GREEN AREAS
- PROPOSED SILT FENCE

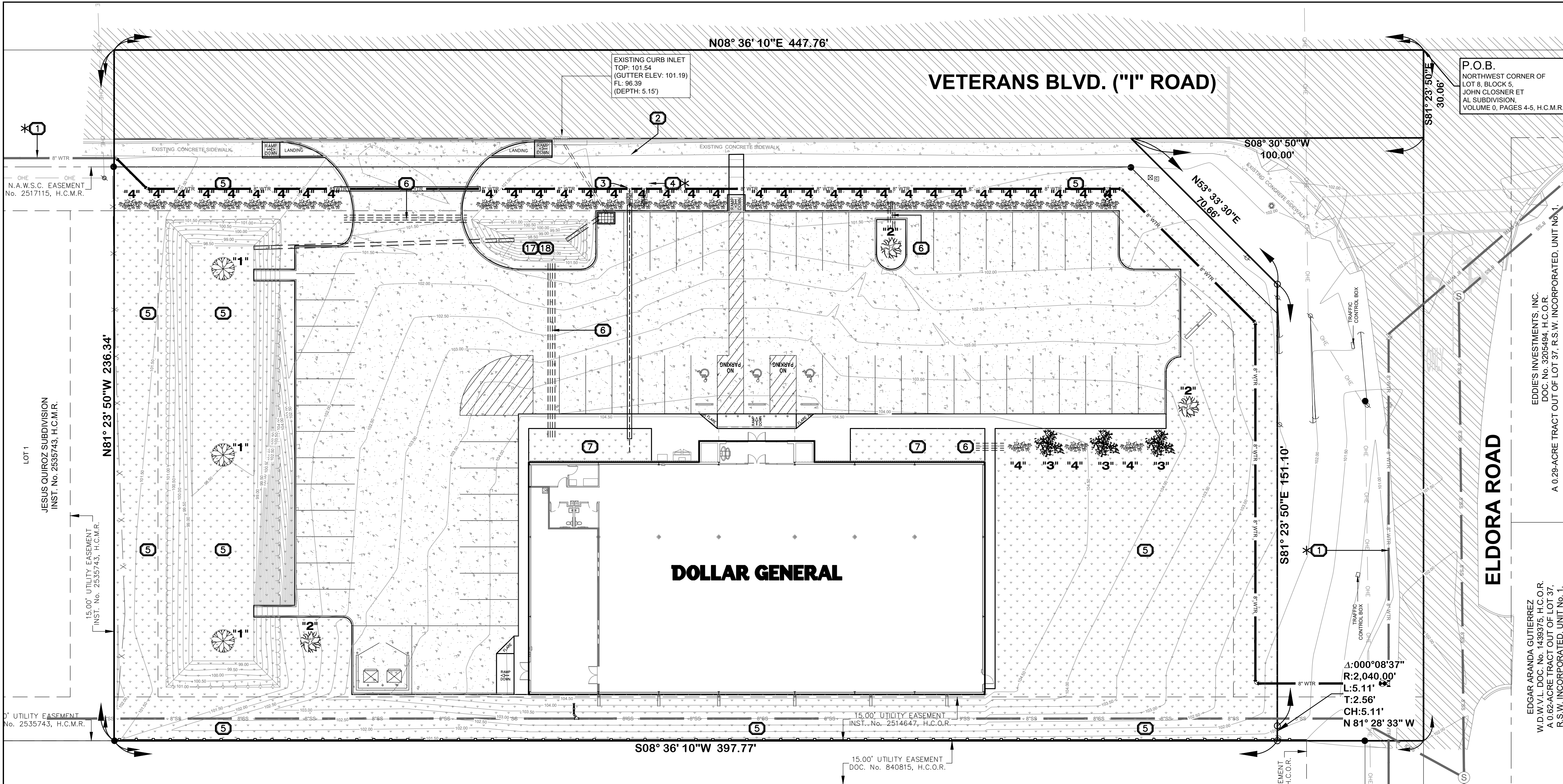
SHEET DESIGNATION:
MINIMUM SUGGESTED EROSION CONTROL MEASURES & DETAILS

SHEET NUMBER:
C6 of 14









5M&A DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY
5.0 ACRES OUT OF THE EAST 5.18 ACRES OF THE WEST 12.34 ACRES OF LOT 8, BLOCK 5, JOHN CLOSNER ET AL SUBDIVISION, VOL. 0, PAGE 4, H.C.M.R.
DOC. No. 2631161, H.C.O.R.

GENERAL LANDSCAPING SPECIFICATIONS

CONTRACTOR QUALIFICATIONS – EMPLOY THE SERVICES OF A CERTIFIED LANDSCAPE PROFESSIONAL CONTRACTOR (CLPC) AS DEFINED BY THE TEXAS NURSERY AND LANDSCAPE ASSOCIATION TO SUPERVISE THIS PROJECT FOR THE ENTIRE LENGTH OF THE CONTRACT TERM.

SUBMITTALS – SUBMIT LIST OF SUPPLIERS FOR ALL TREES, INCLUDE NAME OF NURSERY, ADDRESS, CONTACT PERSON AND PHONE NUMBER. IDENTIFY ON LIST WHICH TREES ARE COMING FROM WHICH NURSERY.

PLANT MATERIAL APPROVALS – ALL PLANT MATERIALS ARE TO BE APPROVED ON SITE BY THE OWNERS REPRESENTATIVE PRIOR TO BEING PLANTED.

GUARANTEE – GUARANTEE ALL LABOR, MATERIAL AND PLANT MATERIAL FOR TWELVE (12) MONTHS AFTER FINAL ACCEPTANCE OF WORK BY OWNER. REPLACE ALL DEAD AND UNHEALTHY PLANT MATERIALS AND PLANT MATERIALS THAT HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAS BEEN DAMAGED. THIS GUARANTEE DOES NOT APPLY WHERE PLANT MATERIAL DIES AFTER ACCEPTANCE OF WORK, DUE TO IMPROPER MAINTENANCE OR STORM, DROUGHT, HAIL, FREEZE, INSECT OR DISEASE DAMAGE.

EXISTING UTILITIES – BE RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES. REPAIR ANY DAMAGE DONE TO EXISTING UTILITIES.

TOPSOIL – A LOAM TOPSOIL CONTAINING A MINIMUM ORGANIC MATTER CONTENT BY WEIGHT OF 5% AND A PH RANGE OF 6.5 TO 7.5. TOPSOIL SHALL NOT HAVE A MIXTURE OF SUBSOIL AND SHALL CONTAIN NO STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH OR OTHER EXTRANEOUS MATERIALS LARGER THAN 1-1/2 INCHES IN DIAMETER OR LENGTH.

PLANTING MIX – A MIXTURE OF ONE PART COMPOST AND 2 PARTS TOPSOIL MIXED PRIOR TO BE PLACED IN PLANTING BEDS.

STEEL EDGING – INSTALL SURE-LOC $\frac{3}{8}$ " STEEL EDGING WHERE ALL PLANTING BEDS ARE ADJACENT TO TURF AREAS AND AROUND SPREADING GROUND COVERS.

MULCH – FINE SHREDDED HARDWOOD MULCH.

FERTILIZER – APPLY "MICROGRANITE" ALL NATURAL ORGANIC GRANULATED SLOW RELEASE NITROGEN FERTILIZER AT THE FOLLOWING RATES: TREES – 5#/TREE SHRUB AND GROUND COVER – 15#/1000SF IN TOP 4"-6" OF PLANTING BED SOIL. SOLID SOD – 15#/1000SF IN UPPER 2" SOIL.

TREE PIT EXCAVATION – DIG A ROUGH SOD, SAUCER SHAPED HOLE THE SAME DEPTH AS THE ROOT BALL AND FOUR TIMES THE DIAMETER OF THE ROOT BALL. PRIOR TO PLANTING, FILL THE HOLE WITH WATER TO ENSURE GOOD DRAINAGE. IF WATER DOES NOT DRAIN WITHIN 24 HOURS, CONTACT THE LANDSCAPE ARCHITECT TO SELECT A DIFFERENT LOCATION.

TREE PLANTING – SET THE TREE IN THE CENTER OF THE HOLE. BACKFILL WITH EXISTING TOPSOIL DUG FROM THE HOLE AROUND THE ROOT BALL MIXED WITH 4" OF COMPOST. THOROUGHLY WATER WHEN THE HOLE IS 2/3 FILLED WITH SOIL. AFTER WATERING, CONTINUE BACKFILLING WITH TOPSOIL UNTIL THE SURFACE IS LEVEL WITH THE SURROUNDING AREA AND CROWN OF THE PLANT IS AT THE FINISHED GRADE. BUILD UP A TEMPORARY WATERING BASIN AROUND THE BASE OF THE TREE. MIX FERTILIZER INTO THE SOIL AT THE RATES SHOWN. APPLY MULCH TO A DEPTH OF THREE (3) INCHES, EVENLY SPREAD OVER THE ENTIRE WATERING BASIN.

PLANTING BED – 8" MIX – EXCAVATE BED AREAS TO 8" BELOW FINISH GRADE AND REPLACE WITH PLANTING MIX. PROPERLY DISPOSE OF EXCAVATED MATERIAL, OFF SITE.

SHRUB & GROUND COVER PLANTING – MIX FERTILIZER INTO THE SOIL AT THE RATES SHOWN. SPACE PLANT MATERIAL AS INDICATED ON THE DRAWINGS. EQUILATERAL TRIANGULAR SPACING SHALL BE USED FOR ALL PLANTINGS. WATER THE BED THOROUGHLY AFTER PLANTING. APPLY MULCH TO A DEPTH OF THREE (3) INCHES EVENLY SPREAD OVER THE ENTIRE BED AREA.

SOIL PREPARATION FOR SOLID SOD – REMOVE ALL WEEDS WITH A SELECTIVE HERBICIDE. RAKE ALL STICKS, STONES, ROOTS AND OTHER DEBRIS OVER 1" IN SIZE FROM SOIL. TILL SOIL TO A DEPTH OF TWO (2) INCHES. RAKE SOIL SMOOTH, FREE FROM VARIATIONS, BUMPS AND DEPRESSIONS TO FINISH GRADE (1" BELOW WALKS AND CURBS). APPLY ADDITIONAL TOPSOIL WHERE REQUIRED FOR PROPER DRAINAGE.

SOLID SOD PLANTING – MIX FERTILIZER INTO THE SOIL AT THE RATES SHOWN. SOD SHALL BE TRANSPORTED AND PLANTED WITHIN 48 HOURS OF STRIPPING. LAY SOD TO FORM A SOLID MASS WITH TIGHT FITTED JOINTS. BUTT ENDS AND SIDES OF SOD AND OFFSET JOINTS IN ADJACENT COURSES. WORK SAND INTO CRACKS BETWEEN SOD. IMMEDIATELY AFTER SOD IS LAID, WATER THOROUGHLY AND CONTINUE WATERING DAILY TO ENSURE 6" PENETRATION OF WATER INTO SOIL. DO NOT ALLOW TURF BLADES TO WILT. ROLL SOD WITH ROLLER WEIGHING A MINIMUM OF 100 POUNDS PER LINEAR FOOT TO ENSURE GOOD CONTACT WITH SOIL. ON SLOPING SURFACES WHERE EROSION MAY BE A PROBLEM, SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SECURED BY PINNING OR PEGGING.

CLEAN-UP – KEEP THE PREMISES AND PUBLIC STREETS FREE FROM ACCUMULATION OF WASTE MATERIAL. AT THE COMPLETION OF THE WORK REMOVE ALL WASTE, EXCESS MATERIAL, RUBBISH AND EQUIPMENT AND LEAVE THE SITE CLEAN.

MAINTENANCE – BEGIN MAINTENANCE UPON COMMENCEMENT OF WORK ON PROJECT AND CONTINUE FOR A PERIOD OF 30 CALENDAR DAYS AFTER WRITTEN ACCEPTANCE OF PROJECT BY OWNER. MAINTAIN TURF, HYDROMULCHED AREAS AND PLANTING BEDS FREE USING APPROPRIATE MANUAL WEEDING METHODS AND SELECTIVE HERBICIDES. MOW AND EDGE AS NECESSARY TO MAINTAIN A MANICURED APPEARANCE.

FINAL ACCEPTANCE – DEMONSTRATE TO THE OWNER ALL LANDSCAPE PLANTINGS HAVE BEEN INSTALLED IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS FOR PROPER MAINTENANCE OF ALL PLANT MATERIALS.

INORGANIC MULCH NOTE

INORGANIC MULCHES PROVIDE MANY BENEFITS TO THE GARDEN AND LANDSCAPE. INORGANIC MULCHES ARE CRUSHED GRAVEL AND GRANITE, RIVER ROCK OR SMALL STONES, LAVA OR GRANITE ROCK, DECORATIVE AND COLORED STONES, SAND, CRUSHED BRICK, CRUSHED GRADED RECYCLED GLASS, LANDSCAPE FABRIC SOMETIMES REFERRED TO AS GEO-TEXTILES, PLASTIC MULCH, AND ALUMINIZED MULCH.

TREES LEGEND

"1" MOCTEZUMA CYPRESS 1/2" CALIPER
"2" CEDAR ELM 2" CALIPER
"3" CRAFT MYRTLE 2" CALIPER
"4" SHRUBBERY, CONTRACTOR TO COORDINATE WITH OWNER ON TYPE OF SHRUBBERY TO BE PLANTED.

PLANT MATERIAL SPACING

PLANT	ROW SPACING	ROW SPACING
1"	7'0"	7'6"
2"	12'0"	10'4"
3"	18'0"	15'6"
4"	24'0"	20'8"
5"	30'0"	26'0"
6"	36'0"	31'2"
8"	48'0"	41'6"

PLANTING DETAILS

TREE PLANTING: 2" MULCH 4 TIMES PLANTING PIT, 4" WATERING BASIN, BACKFILL WITH 4" COMPOST MIXED INTO EXISTING SOIL, SET TREE BALL ON UNDISTURBED SOIL.

TREE STAKING: PLASTIC TREE GUYING LOCK CHAIN, STEEL T-POST PAINTED BLACK 3 TOTAL, DRIVE T-POST 12" INTO GROUND MINIMUM.

MULTI-TRUNK TREE STAKING: PLASTIC TREE GUYING LOCK CHAIN, STEEL T-POST PAINTED BLACK 3 TOTAL, DRIVE T-POST 12" INTO GROUND MINIMUM.

MULTI-TRUNK TREE PLANTING: 2" MULCH, 4" WATERING BASIN, BACKFILL WITH 4" COMPOST MIXED INTO EXISTING SOIL, SET TREE BALL ON UNDISTURBED SOIL.

PLANTING BED - 12" PLANTING MIX: SEE PLANT LIST FOR SPACING, MULCH, MAX FERTILIZER INTO PLANTING MIX, STEEL EDGING @ ALL TURF AREAS, PLANTING MIX, LOCKEN EXISTING SOIL ON SIDES AND BOTTOM OF PLANTING BED.

EDGING: MULCH, STEEL EDGING, FINISH GRADE, STEEL STAKE, PLANTING BED.

GENERAL TREE PRUNING NOTES

TREE PRUNING – REFER TO THE AMERICAN NATIONAL STANDARD FOR PRUNING, ANSI A300 SPECIFICATIONS

CROWN CLEANING – SELECTIVELY REMOVE DEAD, DYING, DISEASED AND WEAK BRANCHES AND WATERSPOUTS.

CROWN THINNING – SELECTIVELY REMOVE BRANCHES TO INCREASE LIGHT PENETRATION, AIR MOVEMENT, AND REDUCE WEIGHT.

CROWN RAISING – REMOVE THE LOWER BRANCHES OF THE TREES TO PROVIDE 5' CLEARANCE FOR PEDESTRIAN AND VEHICULAR CIRCULATION.

LANDSCAPING KEYNOTES

- EXISTING 8" WATER LINE (NORTH ALAMO WATER SUPPLY CORPORATION).
- UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A 2" WATER SERVICE AT THE PLACE OF CONNECTION WITH EXISTING 8" WATER LINE, AND APPROXIMATELY 9 FEET OF 2" PVC SCHEDULE 40 THAT WILL END WITH A 2"x2"x1" TEE. FITTINGS AS NEEDED FOR PROPER INSTALLATION. UTILITY CONTRACTOR TO COORDINATE WITH NORTH ALAMO WATER SUPPLY CORPORATION AND THE CITY OF SAN JUAN FOR FIELD SCHEDULING.
- UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A 2"x1" REDUCER (AFTER THE 2"x2"x1" TEE INDICATED ON KEYNOTE 2) THAT WILL BE INSTALLED FOR THE DOMESTIC SERVICE LINE. FITTINGS AS NEEDED FOR PROPER INSTALLATION. UTILITY CONTRACTOR TO COORDINATE WITH NORTH ALAMO WATER SUPPLY CORPORATION AND THE CITY OF SAN JUAN FOR FIELD SCHEDULING.
- NORTH ALAMO WATER SUPPLY CORPORATION IS RESPONSIBLE FOR THE INSTALLATION OF A WATER METER FOR IRRIGATION USE. LANDSCAPING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF APPROPRIATELY SIZED BACKFLOW DEVICE (AFTER WATER METER), AND CONTINUE WITH APPROXIMATELY 6 I.F. OF 1" PVC SERVICE PIPE WITH A CAP AT THE END FOR FUTURE USE. LANDSCAPING CONTRACTOR SHALL REMOVE CAP, CONNECT AND COORDINATE TOWARDS ALL GREEN AREAS WITH APPROPRIATELY SIZED CONDUIT RUNS, AS WELL AS ANY NECESSARY WIRING/HARDWARE WITHIN THE PROPOSED FACILITY FOR INTERNAL CONTROL.
- ALL GREEN AREAS SHALL BE COVERED WITH HYDRO MULCH, INCLUDED BUT NOT LIMITED TO AREAS ADJACENT TO PROPOSED BUILDING, DETENTION AREAS, ETC. (ALSO, FOR PROPOSED GREEN AREAS, FOLLOW HATCH PATTERN AS INDICATED ON "MAP").
- PROPOSED THREE (3) 1-INCH AND ONE (1) 4-INCH PVC CONDUITS FOR IRRIGATION, POWER AND TELEPHONE. CONDUITS SHALL BE INSTALLED BY UTILITY CONTRACTOR PRIOR TO PARKING LOT PAVEMENT AS UTILIZED/INSTALLED.
- LANDSCAPING CONTRACTOR SHALL COORDINATE WITH OWNER/DEVELOPER THE MATERIALS (GRASS, SHRUBS/FLOWERS, ETC.) TO BE UTILIZED FOR THESE LANDSCAPING AREAS.

LANDSCAPING REQUIREMENTS:

LOT NET AREA: 78,249.36 SQUARE FEET (1.80 ACRES).
TOTAL LANDSCAPING AREA REQUIRED (10%): 7,825 SQUARE FEET
TOTAL LANDSCAPING AREA PROVIDED: (46%) 36,242 SQUARE FEET

Notes to Site Contractor:
Site Contractor shall grade all green areas adjacent to curbs and/or finished floors to be 2" below finished grades as shown, and contractor shall also grade away from site at all places as to provide positive drainage.

Conduits as shown herein, shall be installed by the site/utility contractor prior to parking lot pavement, unless specified otherwise.

MAP LEGEND

Symbol	Description
●	FOUND NO. 4 REBAR
○	BENCHMARK (AS INDICATED ON THIS SURVEY)
⊗	EXISTING POWER POLE
⊙	EXISTING SERVICE POLE
⊕	EXISTING TRAFFIC LIGHT POLE
—	EXISTING GUY WIRE
—	UNDERGROUND CABLE MARKER
⊕	EXISTING TELEPHONE PEDESTAL
⊕	EXISTING SIGN
—	EXISTING WATER VALVE
—	EXISTING OVERHEAD POWER LINE
X	EXISTING CHAIN LINK FENCE
—	EXISTING 6" WATER LINE (N.A.W.S.C.)
—	EXISTING 8" SANITARY SEWER LINE (CITY OF SAN JUAN, TX)
▨	EXISTING ASPHALT PAVED AREAS
▨	EXISTING CONCRETE PAVED AREAS
▨	PROPOSED CONCRETE PAVED AREAS
▨	PROPOSED GREEN AREAS

PROJECT INFORMATION:

DOLLAR GENERAL
City of San Juan, Hidalgo County, Texas
(Veterans Blvd. & Eldora Road).

BEARING BASIS: NAD83 Texas State Planes, South Zone, US Foot

GRAPHIC SCALE
0 20 30 40 60
1 inch = 20 ft.

CALL BEFORE YOU DIG!
Texas811
PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST – STOP AND CALL CONSTRUCTION
Know what's below. Call before you dig. **811**

THE LONE STAR NOTIFICATION COMPANY
AT 1-800-669-8344

SHEET HIGHLIGHTS/RESTRICTIONS

- Conduit installation for parking lot lighting and irrigation shall be coordinated by the General Contractor for, but not limited to light fixtures, poles, bases, conduit and wiring.
- Contractor shall be responsible for all line(s) pressure testing & approval by the corresponding City, Entity, Water Supply Corporation, etc.
- Contractor responsible to field adjust any and all proposed improvements as necessary for proper installation and functionality.
- As-Built location of utilities shown herein were provided by field collected information, and gathered information from different sources. Contractor shall be responsible to verify all utility conditions, vertically and horizontally, and notify the Engineer of any discrepancy prior to construction. No work shall be performed until As-Built conditions have been verified and the plans agree with these conditions.
- Utility and electrical conduits are shown herein for schematic purposes ONLY. It shall be the responsibility of the Contractor to coordinate accordingly with utility companies prior to bidding of this project. Contractor shall also be responsible to verify all conduit runs and utility ties into proposed facility with MEP Plans prior to commencement of any construction. Installation of the irrigation system shall be under the supervision of an Irrigation Technician or Irrigation Licensed by the Texas Commission on Environmental Quality.
- Sleeves to be installed by General Contractor. Sleeve locations to be determined by Irrigation Contractor and coordinated with General Contractor.
- Contractor shall coordinate all utility work with the City of San Juan, TX, and North Alamo Water Supply Corporation prior to commencing work.
- Contractor shall call the "Texas One Call System" prior commencing any digging.
- Tree pruning as per ANSI A3000 Specifications.
- Contractor shall install any bends, fittings, etc., along the water line as required to avoid conflicts with other utilities.
- Not all conduit runs might be shown on these plans. Additional conduits may be shown in other plans.
- Mount wireless rain-click on any surface where it will be exposed to unobstructed rainfall, but not in path of sprinkler spray. Rain sensors are required on all-ground sprinkler systems for the purpose of overriding the normal cycle of an irrigation system when an adequate amount of rainfall has been received.
- Contractor to contact utility companies to verify materials to be utilized for all services and connections.
- When applicable, right-of-way areas shall be landscaped and irrigated by drip irrigation methods. All landscaped areas are required to be irrigated.
- In areas where hydro mulch is applied, the City of San Juan, TX will not release certificate of occupancy until germination is evident and accepted by the City.
- 6" of topsoil to be spread on top of all areas to be planted (Site Contractor).
- To reduce loss of water to evaporation and wind, automatic irrigation systems should operate at hours determined by the City of San Juan, TX code.
- All landscaped areas shall be irrigated & controlled with installed rain sensors. Location of controlled irrigation to be field determined on/in a weather proof location. Power to be coordinated with Electrician.

SHEET DESIGNATION:

LANDSCAPING PLAN, DETAILS AND PROPOSED CONTOURS

ENGINEERING, L.L.C.
A TEXAS REGISTERED ENGINEERING FIRM F-9688
1116 S. 10TH AVENUE, EDINBURG, TX 76539
PHONE: (956) 380-6558 www.aecengineering.net

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
CARLOS GARZA, P.E.
07602
EXPIRATION DATE: 03-12-2025

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CARLOS GARZA, P.E. ON: 03-12-2025

FOR PERMITTING
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

NO.	DESCRIPTION	DATE	REV.
1	DESIGN INFORMATION		
2	Job Type	CIVIL	
3	Job No.	1456.040	
4	Prep. Date	MARCH 12, 2025	
5	Designed/Drawn	J. d' Z.	
6	Checked	CARLOS GARZA, P.E.	
7	Approved	CARLOS GARZA, P.E.	
8	PLAN SCALE: AS SHOWN		
9	PROJECT ADDRESS OR NEAREST INTERSECTION		
10	THIS TRACT OF LAND IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF VETERANS BOULEVARD AND ELDORA ROAD, IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO, TEXAS.		
11	CITY	SAN JUAN	
12	COUNTY	HIDALGO	
13	STATE	TEXAS	
14	SHEET NUMBER:	C14 of 14	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Discussion and Possible Action to Award CSP# 25-004-03-13 San Juan Police Building Expansion and Authorize the Interim City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.

STAFF COMMENTS AND RECOMMENDATIONS:

On February 19, 2025, and February 26, 2025, staff advertised in the Advance News Journal Project #25-004-03-13 San Juan Police Building Expansion. A Pre-Bid conference was held on March 4, 2025, and a bid opening was held on March 13, 2025. The following bids were submitted:

1. Gerlach Builders-Edinburg, Texas
2. ICE International Consulting Engineers-Edinburg, Texas
3. NM Construction-Mcallen, Texas

Top 3 Ranking Contractors

1. Gerlach Builders-Edinburg, Texas
2. NM Construction-Mcallen, Texas
3. ICE International Consulting Engineers-Edinburg, Texas

Funded: CO 2024

RECOMMENDATION:

Select and Authorize the Interim City Manager to enter into a contract for Project #25-004-03-13 San Juan Police Building Expansion to the most qualified bidder.

PREPARED BY:

Leandro Sifuentes,
Chief of Police

APPROVED BY:

Tirso Garza, Interim City
Manager

TABULATION



CSP NO. 25-004-03-13

Project Name: *CO San Juan PD of Police Dep Bldg Expansion*
Owner: *City of San Juan*
Project Number: *24002*
Date: *March 13, 2025*

	Company	Total Base Proposal Amount	ADDENUM 01	ADDENUM 02	# of Calendar Days	Bid Bond
	INTERNATIONAL CONSULTING ENGINEERS	\$14,405,485.00	X		360	X
	NM CONTRACTING	\$13,319,300.00	X	X	360	X
	GERLACH BUILDERS LLC	\$14,518,000.00	X	X	360	X



San Juan Police Building Expansion

CSP NO. 25-004-03-13

(#4003)

Thursday, March 13, 2025
4:00pm

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504

Office: (956) 631-5667
E-Mail: noel@nmcontracting.us
Website: nmcontracting.us

ORIGINAL

This proposal includes data that shall not be disclosed outside the Owner and A/E design team, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, and must identify the legal reason and evidence therefore, specifically identifying the trade secrets or other proprietary data.

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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% GAB)

PROJECT: CSP No.25-004-03-13, San Juan Police Building Expansion

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

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.

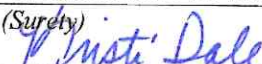
Signed and sealed this 13th day of March, 2025.

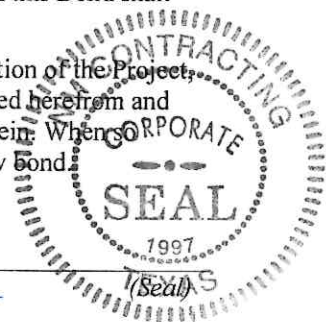

(Witness)


(Witness)

NM Contracting, LLC
(Principal)

(Title) 
United States Fire Insurance Company

(Surety)  (Seal)
(Title) Kristi Dale, Attorney-in-Fact



Init.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Russ Frenzel,
John A. Aboumrad, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Dale

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of January, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Kubin, President

On this 13th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13th day of March 20 25



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



CRUM & FORSTER®

A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Steven Krumm** for information or to make a complaint at:

Steven.Krumm@cfins.com

or

215-982-3528

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

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

**SECTION 00 41 00
PROPOSAL FORM**

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
512 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Police Building Expansion

- B. Architect Project Number: 24002

1.03 DATE: 3/13/25 (PROPOSER TO ENTER DATE)

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

- A. Proposer's Full Name NM Contracting, LLC

1. Address 2022 Orchid Ave.

2. City, State, Zip McAllen, TX 78504

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. SEE ORIGINAL PACKAGE FOR PRICING

_____ dollars

(\$ _____), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
1. The cost of the required performance assurance bonds is 5% Bid Bond dollars (\$5% Bid Bond), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
1. Complete the Work in Phase I 360 days after the Notice to Proceed and Phase II Completion: 240 days after completion of Phase 1.
 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 3/7/25.
 2. Addendum # 2 Dated 3/11/25.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

NM Contracting, LLC

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

Noel Munoz, Jr. / President

(Authorized signing officer, Title)

(Seal)

Noel Munoz, Jr., President

(Authorized signing officer, Title)



- 1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

DOCUMENT 00 43 23
ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- A. Proposer: NM Contracting, LLC
- B. Project Name: San Juan Police Building Expansion
- C. Project Location: 301 Ridge Rd, San Juan, TX 78589
- D. Owner: City of San Juan
- E. Architect: ERO Architects.
- F. Architect Project No.: 24002

1.02 PROPOSAL FORM SUPPLEMENT

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

1.03 DESCRIPTION

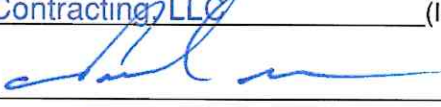
- A. The undersigned Proposer proposes the amount below be added to or deducted from the Base Proposal if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Proposer shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Proposer shall indicate "NOT APPLICABLE."
- D. The Proposer shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Generator and House Keeping Pad
 - 1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.
 - 2. SEE ORIGINAL PACKAGE FOR PRICING Dollars (\$_____).
 - 3. ADD ☐ DEDUCT ☐ NO CHANGE ☒ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Site Canopy RE AS102
 - 1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.
 - 2. SEE ORIGINAL PACKAGE FOR PRICING Dollars (\$_____).
 - 3. ADD ☐ DEDUCT ☐ NO CHANGE ☒ calendar days to adjust the Contract Time for this alternate.

- C. Alternate No. 3: Pavilion
1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
 2. SEE ORIGINAL PACKAGE FOR PRICING _____ Dollars (\$_____).
 3. ADD _____ DEDUCT _____ NO CHANGE X calendar days to adjust the Contract Time for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 13th day of March, 2025
- B. Submitted By: NM Contracting, LLC (Insert name of proposing firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Noel Munoz, Jr. (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

SECTION I

STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL ANY EXCEPTIONS MUST BE IN WRITING.

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the San Juan City Hall, 512 S. Nebraska, San Juan, TX 78589, before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When the date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as a failure to meet delivery dates and may result in the removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
12. All items offered should be designated "**as specified**" or "**equal**".
13. On items designated "**equal**", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100 % of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

3/13/25

Date

NM Contracting, LLC

Company Name



Representative Initials

[Type here]

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

[Type here]

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating ***City of San Juan Police Building Expansion***

2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.

2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.

2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.

2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.

2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.

2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.

2.12.8 Vendor will participate as a team member in cooperation with the project Manager.

2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

3/13/25

Date

NM Contracting, LLC

Company Name



Representative Initials

[Type here]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/24

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 CONTRACT BOND AGENCY PO Box 100096 Fort Worth, TX 76185		CONTACT NAME: Tobin Tucker PHONE (A/C No. Ext.): (817)731-2568 E-MAIL ADDRESS: ttucker@contractbond.net FAX (A/C No.):		
INSURED NM CONTRACTING, LLC 2022 Orchard Avenue McAllen, TX 78504 TX 78504		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: PartnerRE Insurance solutions of Bermuda		902562
		INSURER B:		
		INSURER C: Texas Mutual		23850
		INSURER D:		
		INSURER E:		
INSURER F:				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	VCP2024160-01	06/01/24	06/01/25	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y	Y	VCX2024129-01	06/01/24	06/01/25	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						\$
A	☒ UMBRELLA LIAB	Y	Y	VCX2024129-01	06/01/24	06/01/25	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE						\$
	☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	0002111758	06/01/24	06/01/25	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured in favor of Certificate Holder and Owner applies to all policies except Workers Compensation when required by written contract. General Liability policy includes primary and non-contributory terms as required by written contract. Waiver of Subrogation in favor of the Certificate Holder applies to all policies when required by written contract. Umbrella policy is follow term form to GL, Auto and Employers Liability policies. Thirty (30) days' notice of cancellation applies on all policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION****NM CONTRACTING, LLC**
2022 Orchard Avenue

McAllen, TX 78504

TX 78504

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2024

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.

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PRODUCER Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504	CONTACT NAME: Yolanda Alonzo PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): E-MAIL ADDRESS: Yolanda.Alonzo@relationinsurance.com																					
INSURED NM Contracting, LLC 2022 Orchid Avenue McAllen TX 78504	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>United Fire Lloyds</td><td>43559</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Fire Lloyds	43559	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	United Fire Lloyds	43559																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			60534405	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project: Construction of New Fire Station 8 Project No. 03-23-C26-841

Auto - Blanket Additional Insured and Blanket Waiver of Subrogation included per form CA71090117. Primary/Non-Contributory wording included per form CA0449 1116.

CERTIFICATE HOLDER**CANCELLATION**

NM Contracting, LLC 2022 Orchid Avenue McAllen TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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San Juan Police Building Expansion - Subcontractor List

DIVISION 2: SITE WORK

JR Company

Jose Garcia
3406 Joycee Dr. Mission,
Tx, 78573

joseluis@garcia-company.com

Southern Landscapes

821 E. Beech Ave.
McAllen, TX 78501
Phone: 956-618-1899

mary@southernlandscapes.com

American Fence

AMERICAN FENCE
1501 Foster Street
San Juan, TX 78589
Phone: 956-929-6000

ccantu71@yahoo.com

DIVISION 4 : MASONRY

LG Constructon

Luis Villegas
956-735-5977
29 El Mesquite Ln. Rio Grande City Tx. 78582

lgconstruction19@rocketmail.com

DIVISION 5: METAL

RMV

3705 W Mile 5 Rd
Mission, TX 78574
Phone: 956-529-5788

DIVISION 7: THERMAL & MOISTURE PROTECTION

Magic Valley Roofing

2004 North 12th Street
McAllen, Texas 78501
Phone: 956-687-1831

DIVISION 8 : DOORS & WINDOWS

Corpus Christi builders hardware

P.O. Box 271418
Corpus Christi, Tx 78427
Phone: 361-857-0767

roger@ccbhinc.com

G & S Glass

616 N. Closner Blvd
Edinburg, TX 78541-3474
Phone: 956-287-1162

Fax: N/A

Email: GSFbar@gmail.com

Alamo Door

16358 Nacogdoches Road
San Antonio, TX 78247
Phone: 210-657-1150

[Fax: 210-657-0327](tel:210-657-0327)

DIVISION 9: FINISHES

Commercial Framing Systems

2022 Orchid Avenue Suite B

Soltec

410 E 9th St

McAllen, TX 78504
Phone: 210-848-2077
mramos@commercialframingsystems.com

Mission, TX 78572
Phone: 956-457-6073
rooseveltr@gmail.com

Sq Ft Commercial Flooring, LLC

2233 South Business Hwy 281
Edinburg, TX 78539
Phone: 956-515-3621
gabriel@sqftcommercialflooring.com

DIVISION 10: SPECIALTIES

REFCO

3409 Jackson Road
Pharr, Texas 78577
Phone: 956-961-4736
sales@refco.ws

Corpus Christi Builders Hardware

P.O. Box 271418
Corpus Christi, Tx 78427
Phone: 361-857-0767
roger@ccbhinc.com

DIVISION 11 EQUIPMENT

CML Security LLC

Mike Moran
720-466-3650

DIVISION 15: MECHANICAL

AV Plumbing

Christopher B. Villarreal
208 E Minnesota Rd Ste. D
Pharr, TX 78577
Office: (956) 618-3015

Universal Refrigeration

1209 South Taylor Road
McAllen, Texas 78501
Phone: 956-631-0488
universalrefelec@aol.com

DIVISION 16: ELECTRICAL

D & F INDUSTRIES

PO Box 1680
Pharr, Tx 78577
Phone: 956-781-2496
Fax: 956-781-0333
Email: Trent@dandfindustries.com

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

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

1. MUNICIPAL / ENTITY: City of San Juan
- NAME OF CITY: City of San Juan
- CITY, STATE, & ZIP CODE: San Juan, TX 78589
- CONTACT PERSON: Xavier Cervantez
- POSTION / TITLE: Planning Director
- PHONE #956 223-2220 E-MAL xcervantez@sjtx.us ADDRESS: _____
- PROJECT: San Juan Public Safety Building DESCRIBE THE
- COST OF PROJECT \$ 1,875,000.00
- SIZE of PROJECT 9,000 SQ FT YEAR COMPLETED: 2017
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes
2. MUNICIPAL / ENTITY: City of San Juan
- NAME OF CITY: City of San Juan
- CITY, STATE, & ZIP CODE: San Juan, TX 78589
- CONTACT PERSON: Xavier Cervantez
- POSTION / TITLE: Planning Director
- PHONE #956 223-2220 E-MAL xcervantez@sjtx.us ADDRESS: _____
- PROJECT: San Juan Fire Station DESCRIBE THE
- COST OF PROJECT \$ 3,625,700.00
- SIZE of PROJECT 8,000 SQ FT YEAR COMPLETED: 2024
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

[Type here]

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: City of McAllen

NAME OF CITY: City of McAllen

CITY, STATE, & ZIP CODE: McAllen, TX 78501

CONTACT PERSON: Sergio Saldana

POSTION / TITLE: Parks Manager

PHONE # 956-681-3332 E-MAL ssaldana@mcallen.net ADDRESS: _____

DESCRIBE THE PROJECT: McAllen Fire Training Station

COST OF PROJECT \$ 4,642,700.00

SIZE of PROJECT 11,000 SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

4. MUNICIPAL / ENTITY: City of McAllen

NAME OF CITY: City of McAllen

CITY, STATE, & ZIP CODE: McAllen, TX 78501

CONTACT PERSON: Sergio Saldana

POSTION / TITLE: Parks Manager

PHONE # 956-681-3332 E-MAL ssaldana@mcallen.net ADDRESS: _____

DESCRIBE THE PROJECT: McAllen Fire Station #8

COST OF PROJECT \$ 4,622,500.00

SIZE of PROJECT 10,500 SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

[Type here]

LIST OF REFERENCES

5 MUNICIPAL / ENTITY: City of Pharr
NAME OF CITY: City of Pharr
CITY, STATE, & ZIP CODE: Pharr, TX 78577
CONTACT PERSON: Ignacio Amezcua
POSITION / TITLE: Planning Director
PHONE # 956-402-4100 E-MAL ADDRESS: ignacio.amezcua@co.hidalgo.tx.us DESCRIBE THE
PROJECT: Pharr City Hall Renovations
COST OF PROJECT \$ 2,349,203.00
SIZE of PROJECT 19,778 SQ FT YEAR COMPLETED: 2021
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

6. MUNICIPAL / ENTITY: Hidalgo County
NAME OF CITY: City of Edinburg
CITY, STATE, & ZIP CODE: Edinburg, TX 78542
CONTACT PERSON: Ellie Torres
POSITION / TITLE: Commissioner
PHONE # 956-318-3112 E-MAL ADDRESS: ellie.torres@co.hidalgo.tx.us DESCRIBE THE
PROJECT: Pct. 4 New Mechanic Shop
COST OF PROJECT \$ 1,808,000.00
SIZE of PROJECT 11,684 SQ FT YEAR COMPLETED: 2022
WAS PROJECT COMPLETED WITHIN TIME & BUDGET: Yes

[Type here]

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes X No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: None

3/13/25

Date

NM Contracting, LLC

Company Name



[Type here]

7.2 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN
CITY OF SAN JUAN POLICE BUILDING EXPANSION
CSP# 25-004-03-13

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein None

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Noel Munoz, Jr. / President
(*Print/Type Name of Company Officer*) have read the Standard Terms and Conditions (Section I), General Information (Section II) & Insurance & Bonding requirements (Section III), I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

COMPANY NM Contracting, LLC EMPLOYER I. D. NUMBER 26-3827680

ADDRESS 2022 Orchid Ave.

CITY, STATE, ZIP CODE McAllen, TX 78504

AREA CODE/TELEPHONE/FAX 956-631-5667 EMAIL noeljr@nmcontracting.us

 _____ SIGNATURE	<u>President</u> _____ TITLE	<u>3/13/25</u> _____ DATE
---	------------------------------------	---------------------------------

[Type here]

7.3 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

For purposes of complying with the Texas Public Information Act (the "Act"), we are asking that VENDORS interested in submitting a response to a City's request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.

This Confidential Disclosure Statement is being made by:

NM Contracting, LLC

(Vendor Name)

to The City of San Juan for the

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. "Disclosing Party" means a party that discloses Confidential Information under this Request.
"Receiving Party" means a party that receives Confidential Information under this Request.
2. "Confidential Information" means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this Request *and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

[Type here]

7.4 - CONFIDENTIAL DISCLOSURE STATEMENT (page 2 of 2)

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response. The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

NM Contracting, LLC (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☐ NONE of the Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☒ ALL Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#25-004-03-13)

Name of Company or Firm: NM Contracting, LLC

By: Noel Munoz, Jr. Title: President

Signature:  Date: 3/13/25

[Type here]

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

**CITY OF SAN JUAN
PURCHASING DEPARTMENT**

I, Noel Munoz, Jr. the Undersigned, representative of

NM Contracting, LLC
(company or business name)

located in McAllen, TX
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Department.

Noel Munoz, Jr.

Name of Company Representative (Print)



Signature of Company Representative

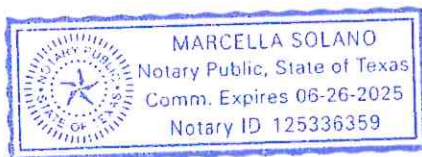
3/13/25

Date

On this the 13th day of March, 2025, personally appeared

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

NOTARY SEAL



NOTARY SIGNATURE

3/13/25

Date

[Type here]

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

PURCHASING DIVISION
CITY OF SAN JUAN

I, Noel Munoz, Jr. (Person name), the undersigned representative
of NM Contracting, LLC / 2022 Orchid Ave., McAllen, TX 78504
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

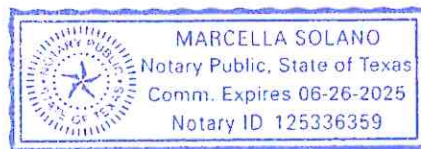
1. **"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and**
2. **"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

3/13/25
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13th day of March, 20 25, personally appeared
Noel Munoz, Jr. the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




NOTARY SIGNATURE

3/13/25
Date

[Type here]

7.7 - Firm Information and Personnel

1. Name of Firm NM Contracting, LLC

Address 2022 Orchid Ave.,

City, State, Zip Code McAllen, TX 78504

Phone # 956-631-5667 Fax # 956-627-3959

Employer I. D. Number 26-3827680 Year Established: 1997

Type of organization:

Partnership ☐

Professional corporation ☐

Corporation ☐

Limited Liability Partnership (LLP) ☐

Limited Liability Corporation (LLC) ☒

Other ☐

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name Noel Munoz, Jr.

Title President

Phone # 956-631-5667

E-Mail Address: noeljr@nmcontracting.us

Total Years with this company: 28 Years of Construction Experience: 35+

Number of Similar Projects you have been involved with in last five (5) Years: 6+

Will this individual be attending the Board meetings? Yes

[Type here]

7.8 - INTENT TO SUBMIT PROPOSAL

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

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

Company Name NM Contracting, LLC

Address 2022 Orchid Avenue

City McAllen State TX Zip 78504

Telephone Number 956-631-5667

Fax Number 956-627-3959

Contact Name Noel Munoz Jr.

Email Address noeljr@nmcontracting.us

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

[Type here]

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1263827680300
Approval Date: December 12, 2022
Scheduled Expiration Date: December 12, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

NM CONTRACTING LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 12, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) NM Contracting, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 2022 Orchid Ave Ste A 6 City, state, and ZIP code McAllen, Texas 78504 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

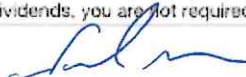
Social security number								
			-				-	
or								
Employer identification number								
2	6		-	3	8	2	7	6
							8	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date **01/14/2025**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NM Contracting, LLC

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

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

Noel Munoz, Jr.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

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

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

3/13/25

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1280497

Date Filed:
03/12/2025

Date Acknowledged:

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

NM Contracting, LLC
McAllen, TX United States

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

City of San Juan

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

CSP No. 25-004-03-13
Building Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Munoz Jr, Noel	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Noel Munoz Jr, and my date of birth is 02-01-1968.

My address is 2022 Orchid Ave., McAllen, Tx, 78504, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 13 day of March, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: City of San Juan

ADDRESS: 512 S. Nebraska Ave., San Juan, Texas 78589

SUBMITTED BY: Noel Munoz, Jr.

NAME: NM Contracting, LLC

ADDRESS: 2022 Orchid Ave.
McAllen, TX 78504

PRINCIPAL OFFICE:

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

NAME OF PROJECT: (if applicable)

San Juan Police Building Expansion CPS No. 25-004-03-12 (#4003)

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

- ☒ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other: (Specify)

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 28

§ 1.2 How many years has your organization been in business under its present business name? 17

ADDITIONS AND DELETIONS:

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

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

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

§ 1.2.1 Under what other or former names has your organization operated? **N/A**

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

§ 1.3.1 Date of incorporation: **October 20, 2008**

§ 1.3.2 State of incorporation: **Texas**

§ 1.3.3 President's name: **Noel Munoz, Jr.**

§ 1.3.4 Vice-president's name(s) **N/A**

§ 1.3.5 Secretary's name: **Marcella Solano**

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following: **N/A**

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: **N/A**

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2 LICENSING

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

HUB Certification/VID #1263827680300

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

State of Texas

§ 3 EXPERIENCE

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

Construction Project Management

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

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? **No**

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **No**

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

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

No

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

Please see attached work history & experience.

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

\$57,572,990.00

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

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

\$19,274,175.80

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

Please see attached work history & experience.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References: Frost Bank
2424 N. 10th Street
McAllen, TX 78501
(956)668-3021

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Assured Partners

§ 4.3.2 Name and address of agent:

Russ Frenzel
500 N Central Expressway
Suite 550 Plano, TX 75074

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

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

Net Fixed Assets;

Other Assets;

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

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

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

Gatlin Rago CPA Group
1608 E. Lincolnway Suite D
Valparaiso, IN 46383

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

Yes

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

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

No

§ 6 SIGNATURE

§ 6.1 Dated at this 13 day of March, 2025

Name of Organization: NM Contracting, LLC

By: Noel Munoz, Jr.

Title: President

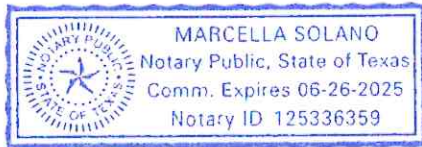
§ 6.2

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

Subscribed and sworn before me this 13th day of March, 2025

Notary Public: Marcella Solano

My Commission Expires: 06/26/2025





CURRENT PROJECTS

Project #/Name	Owner	Architect	Amount	Percent Complete	Completion Date
2100 - McAllen Airport Taxiway Improvements Phase 3 & 4	City of McAllen	KSA Engineering	\$ 20,201,242.97	98%	4/17/2025
2121 - SoTX Intl. Airport Edinburg	TX DOT.	N/A	\$ 9,360,954.63	98%	4/15/2025
2124 - Austin Star Detonator	Austin Star Detonator Co	Robert Esrada Architects	\$ 1,097,500.00	98%	3/25/2025
2127 - McAllen Fire Station No. 8	City of McAllen	Gignac&Associates	\$ 4,622,500.00	99%	3/28/2025
2131 - Palm Valley Golf Course	City of Palm Valley	Ferris, Flinn, & Medina Arch.	\$ 1,957,733.90	89%	4/17/2025
2132 - McAllen Airport Terminal HVAC & Lighting	City of McAllen	Aviation Department	\$ 2,780,600.00	91%	4/25/2025
2133 - ACME Square Subdivisions	Meca Invesments Inc	N/A	\$ 1,832,087.99	86%	4/15/2025
2134 - El Paraiso Health Clinic	Hidalgo County	ERO Architects	\$ 6,877,000.00	75%	5/1/2025
2135 - San Juan Parks & Rec	City of San Juan	ERO Architects	\$ 5,037,500.00	69%	5/15/2025
2136 - Hidalgo Head Start Learning Center	Hidalgo County	The Warren Group Architects	\$ 2,722,180.00	55%	6/11/2025
2137 - HCDD1 Complex M & O	Hidalgo County	Half Engineering	\$ 2,938,037.09	45%	8/5/2025
2138 - La Joya Water & Sewer Improvements	Urban County District	B2Z Engineering	\$ 738,206.35	88%	4/2/2025
2140 - Roma Gym & Multi Purpose Center	Roma ISD	Gignac Architects	\$ 24,448,200.00	16%	3/9/2026
2141 - Lyford Resiliency Center	City of Lyford	Milnet Architect	\$ 4,330,800.00	12%	2/18/2026
2143 - Hidalgo Pct1 Wellness Center	Hidalgo County	N/A	\$ 5,948,509.00	10%	5/15/2026
2145 - Weslaco Public Library	City of Weslaco	Boltinghouse Simpson Gates Architects	\$ 9,571,600.00	6%	12/30/2025
2146 - Roma Transportation Parking Lot	City of Roma	Gignac & Associates	\$ 3,727,000.00	2%	8/30/2025
2147 - IDEA Edinburg Cafeteria	IDEA Public Schools	Gomez Mendez Saenz, Inc.	\$ 3,176,315.00	1%	10/15/2025

Total Contract Amount for Current Projects:

\$111,367,966.93



Qualifications & Work Experience

Completed Projects (2017-2025)

* PROJECTS OF SIMILAR SIZE & SCOPE HIGHLIGHTED IN YELLOW *

Project Name	Owner	Architect	Amount	Completion Date
Sea Turtle Inc. Clinic	Sea Turtle Inc. Wendy Knight / 214-906-4731 6617 Padre Blvd., South Padre Island, TX 78597	Roberto J Ruiz Architect	\$ 7,041,300.00	2/28/2025
McAllen Fire Training Center	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	Gignac+Associates	\$ 4,642,700.00	2/5/2025
Edinburg North ESSER HVAC	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr Edinburg, TX 78540	Halff Associates, Inc.	\$ 5,927,800.00	10/15/2024
La Posada Apartments	Edinburg Housing Authority 910 S Sugar Rd Edinburg, TX 78539	Milnet Atchitects	\$ 5,000,000.00	10/15/2024
Nuestra Clinica del Valle Alton Facility	Nuestra Clinica del Valle Lucy R. Torres/956-787-8915 P.O. Box 1689 Pharr, TX 78577	The Warren Group	\$ 1,784,500.00	9/20/2024
San Juan Fire Station	City of San Juan Xavier Cervantez/956-223-2220 709 S. Nebraska Ave. San Juan, TX 78589	ERO Architects	\$ 3,625,700.00	9/18/2024
RGC HS New Cosmetology & Barber Shop	Rio Grande City CISD Adolfo Pena/956-716-6700 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group International	\$ 2,262,700.00	9/3/2024

RGCGISD Welding Shop	Rio Grande City CISD Adolfo Pena/956-716-6700 1 S. Fort Ringgold	Design Group International	\$ 975,983.00	8/29/2024
	Rio Grande City, TX 78582			
RGC Faculty Facility Training Facility	Rio Grande City CISD Adolfo Pena/956-716-6700 1 S. Fort Ringgold	Design Group International	\$ 5,273,320.00	6/12/2024
	Rio Grande City, TX 78582			
ECISD North High School Cafeteria	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr	Milnet Architects	\$ 3,074,700.00	8/3/2024
	Edinburg, TX 78540			
Edinburg CISD BL Garza	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr	MEP Solutions	\$ 5,977,914.00	7/15/2024
	Edinburg, TX 78540			
MHA Carports	McAllen Housing Authority 1200 N 25th McAllen TX 78501	N/A	\$ 178,369.00	5/20/2024
Edinburg CISD Escandon Elementary	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr	SIGMA	\$ 1,812,670.00	7/23/2024
	Edinburg, TX 78540			
Brownsville ISD Sams Stadium	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road	ROFA Architects	\$ 4,769,883.00	7/15/2024
	Brownsville, TX 78521			
Edinburg CISD Cano/Gonzalez	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr	Sames, Inc	\$ 999,804.00	6/8/2024
	Edinburg, TX 78540			
Edinburg CISD Admin Parking Lot	Edinburg CISD Robert Gomez/956-289-2578 411 W. University Dr	SIGMA	\$ 832,086.38	7/1/2024
	Edinburg, TX 78540			

El Tule Recreation Center	City of Edinburg Attn: Tomas Reyna/956-388-8204 415 W. University Drive, Edinburg, TX 78540	Milnet Architects	\$ 4,997,600.00	10/27/2023
	Hidalgo ISD 1111 E Pirate Dr Hidalgo, TX 78557	Gignac+Associates	\$ 1,222,000.00	1/14/2023
Hidalgo CISD Central Admin	Rio Grande City CISD Adolfo Pena/956-716-6700 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group International	\$ 324,000.00	4/8/2023
Ft. Ringgold Re-Roofing of Barracks	City of South Padre 4601 Padre Blvd South Padre Island, TX 78597	Sames, Inc.	\$ 150,408.00	3/20/2023
South Padre Island Transit	City of Edinburg Attn: Tomas Reyna/956-388-8204 415 W. University Drive Edinburg, TX 78540	N/A	\$ 1,208,280.00	10/13/2022
Edinburg Hike & Bike	IDEA Public Schools 3300 E Texas Rd Edinburg, TX 78542	GMS Architects	\$ 1,290,000.00	7/4/2022
IDEA Thrive	Mission CISD 1201 Bryce Dr Mission, TX 78572	PBK	Current	6/15/2022
Mission CISD Maintenance Warehouse	Rio Grande City CISD Adolfo Pena/956-716-6700 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group International	\$ 114,300.00	6/1/2022
RGCCISD Old Band Hall Annex Reroofing	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	N/A	\$ 30,400.00	6/1/2022
McAllen Demo of Various Structures	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ERO	\$ 549,000.00	5/25/2022
ECISD San Carlos Gymnasium				

Hidalgo Co. Pct. 4 Mechanic's Shop	Hidalgo County Commissioner Ellie Torres /956-318-3112 1051 N. Doolittle Road Edinburg, TX 78542	ERO	\$ 1,808,000.00	4/15/2022
McAllen HS HVAC & Utility Plant Upgrade	McAllen ISD 4309 Warrior Drive, Ste. B McAllen, TX 78501	Half & Associates	\$ 2,790,000.00	2/28/2022
RGCCISD Old Band Hall Annex Reroofing	Rio Grande City CISD 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group International	\$ 265,950.00	2/1/2022
San Diego CISD Administrative Building	San Diego CISD 609 W. Labbe Ave. San Diego, TX 78384	LaMarr Womack & Associates	\$ 678,910.00	1/15/2022
McAllen Westway Heights Drainage Improvements	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	City of McAllen	\$ 2,438,795.75	1/25/2021
McAllen Airport Taxiway Improvements	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	KSA Engineering	\$ 14,963,905.00	10/1/2021
Edinburg City Buildings Demo	City of Edinburg Attn: Tomas Reyna/956-388-8204 415 W. University Drive Edinburg, TX 78540	N/A	\$ 74,700.00	8/16/2021
McAllen Housing Authority	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	N/A	\$ 610,000.00	8/30/2021
Pharr City Hall 1st Floor Renovations	City of Pharr Ignacio Amezcua/956-402-4100 118 S. Cage Blvd. Pharr, TX 78577	ERO	\$ 2,349,203.00	4/25/2021
Edinburg CISD Underground Tank Removal	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	N/A	\$ 136,457.00	1/17/2021

De La Vina GYM	Edinburg CISD				
	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	\$ 551,000.00		1/5/2021
FMCSA Southern Border	City of McAllen				
	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	Milnet	\$ 1,326,400.00		12/15/2020
San Benito PACNATE	San Benito CISD				
	450 S Williams Road San Benito, TX 78586	Brighton Group	\$ 416,964.00		12/10/2020
Lyford Rural Health Clinic	City of Lyford				
	13800 FM 498 Lyford, TX 78569	Megamorphosis	\$ 675,000.00		2/1/2021
Brownsville CTE MEP Upgrades	Brownsville ISD				
	Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	Sigma Engineers	\$ 139,000.00		12/1/2020
VIA Tailwinds Restaurant	Valley International Airport				
	Bryan Wren/956-367-2327 3002 Heritage Way Harlingen, TX 78550	Megamorphosis	\$ 257,700.00		11/30/2020
Cameron Co. Pct. 3 & Vehicle Maintenance Bldg.	Cameron County				
	Danny Villarreal 26929 FM 510 San Benito, TX 78566	GMS	\$ 2,858,956.00		5/25/2020
Brooks County Weight Station	Brooks County				
	Judge Ramos/361-325-5604 100 E. Miller St. Falfurrias, TX 78355	LWA Architects	\$ 36,348.00		4/5/2020
Falfurrias High School Parking Improvements	Brooks County ISD				
	Alissa M. Sanchez/361-325-8015 200 E. Allen Falfurrias, TX 78355	Milnet	\$ 259,250.00		3/3/2020

McAllen Veterans Memorial	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	City Engineer	\$ 116,712.00	3/30/2020
Falfurrias Middle School Parking Lot	Brooks County ISD Alissa M. Sanchez/361-325-8015 200 E. Allen Falfurrias, TX 78355	Milnet	\$ 528,002.00	12/15/2019
Hargill Elementary Additions and Renovations	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Negrete & Kolar	\$ 5,582,000.00	9/30/2019
Donna Todd MS	Donna ISD Velma Rangel/956-461-4320 116 N 10th Donna, TX 78537	ROFA	\$ 3,061,000.00	1/31/2020
Roma Transit Station	City of Roma Josie Hinojosa/956-849-4296 77 E. Convent Ave. Roma, TX 78584	Megamorphosis	\$ 619,000.00	8/31/2019
Santa Rosa Administration Bldg. Renovations	Santa Rosa ISD 232 E Jesus T. Avila St. Rosa, TX 78593	Santa Lamarr Womack & Assoc.	\$ 926,900.00	12/16/2019
Brownsville CTE Cummings Canopy Improvements	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	Sigma Engineers	\$ 313,500.00	9/30/2019
Weslaco Band Hall	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	ERO Architects	\$ 3,946,000.00	12/20/2019
The Reese Probar Finishout	American Bar Association 1050 Connecticut Ave., NW Ste. 400 Washington, DC 20036	Megamorphosis	\$2,046,078.00	12/15/2019

McAllen Heritage Center Restroom Remodel	City of McAllen				
	Elva Cerda/956-681-2861 1000 S. Ware Rd. McAllen, TX 78501	N/A	\$	158,400.00	12/2/2019
Mercedes Civic Center Improvements	City of Mercedes				
	Sergio Zavala/956-565-3114 400 S. Ohio Avenue Mercedes, TX 78570	SWG Eng.	\$	253,534.00	6/25/2019
McAllen 2nd Street Trail Improvements	City of McAllen				
	Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	McAllen Eng.	\$	141,342.00	6/15/2019
UPC Granjeno Park	Hidalgo County Urban C.P				
	Lupita Garcia/ 956-787-8127 1916 Tesoro Blvd Pharr, TX 78577	Hinojosa Eng.	\$	291,287.00	6/14/2019
Penn Aluminum	Penn Aluminum International				
	5602 E Harrison Ave Harlingen, TX 78550	N/A	\$	432,688.00	5/30/2019
Holy Family Church	Diosese of Brownsville				
	Rey Rivera/956-781-5323 700 N. Virgen de San Juan Blvd. San Juan, TX 78589	Milnet Architects	\$	622,000.00	5/15/2019
Hildalgo Co. Pct. 2 Service Shop	Hidalgo County				
	1051 N. Doolittle Road Edinburg, TX 78542	The Warren Group	\$	1,180,300.00	5/1/2019
IDEA Public Schools San Juan Academy	IDEA Public Schools				
	3300 E Texas Rd Edinburg, TX 78542	GMS	\$	332,000.00	3/25/2019
New Field House Facility	Weslaco ISD				
	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	GMS	\$	3,004,000.00	3/15/2019

Calvillo CATE Complex & Abrigo Ag. Complex Impvmt.	Weslaco ISD				
	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	ROFA	\$ 685,900.00	4/29/2019	
Nuestra Clinica del Valle-Donna Medical Facility	Nuestra Clinica del Valle Lucy R. Torres/956-787-8915 P.O. Box 1689 Pharr, TX 78577	The Warren Group	\$ 1,011,200.00	2/15/2019	
	Weslaco ISD				
Silva & Gonzalez Elementary Parking Lot Additions	Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	M Garcia	\$ 251,336.00	12/28/2018	
	Harlingen CISD				
Harlingen Canopy Improvements	Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip Harlingen, TX 78550	Megamorphosis	\$ 225,000.00	12/1/2018	
	Sharyland ISD				
Sharyland New Cattle Pavillion at Pioneer HS	Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	\$ 1,038,000.00	9/19/2018	
	City of Donna				
City of Donna Fire Station Addition	Jaime Garcia/956-464-3013 209 S. 10th Street Donna, TX 78537	ROFA	\$ 598,900.00	6/30/2018	
	Sharyland ISD				
Sharyland HS Renovations - Painting	Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	\$ 86,911.00	6/21/2018	
	Willacy County				
Willacy County Community Safe Room	Judge Aurelio Guerra/956-689-3393 576 W. Main Street Raymondville, TX 78580	Steve McGarraugh	\$ 1,621,000.00	6/15/2018	

Harlingen Baseball/Softball Improvements	Harlingen CISD				
	Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip Harlingen, TX 78550	Gomez Mendez Saenz	\$ 1,676,800.00		6/4/2018
Austin Elem. Gym Renovations	Edinburg CISD				
	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Gignac	\$ 570,000.00		4/11/2018
Texas Tropical-60 Vehicle Parking Addition	Texas Tropical Behavioral Health				
	W. Terry Crocker/956-289-7258 1901 S. 24th Ave. Edinburg, TX 78539	GOERO	\$ 373,100.00		4/6/2018
Edinburg CISD Secured Entrances Phase 3	Edinburg CISD				
	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Eli Alvarado	\$ 508,400.00		1/31/2018
San Juan Public Safety Bldg.	City of San Juan				
	Xavier Cervantez/956-223-2220 709 S. Nebraska Ave. San Juan, TX 78589	PBK	\$ 1,875,000.00		9/8/2017
STC Parking Lot for Police Vehicles	South Texas College				
	David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	R. Gutierrez	\$ 200,000.00		8/24/2017
Avila Elementary Classroom Addition	Edinburg CISD				
	Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	\$ 1,095,000.00		8/15/2017
IDEA Quest Campus Phase 3	IDEA Public Schools				
	3300 E Texas Rd Edinburg, TX 78542	Gomez Mendez Saenz	\$ 2,693,400.00		8/11/2017

Donna North HS Band Parking Lot Improvements	Donna ISD Velma Rangel/956-461-4320 116 N 10th	ROFA	\$ 141,440.00	4/21/2017
	Donna, TX 78537			
PSJA North ECHS Exterior Door Replacement	PSJA ISD Jerry Lopez/956-354-2075 601 E. Kelly	ROFA	\$ 408,700.00	4/1/2017
	Pharr, TX 78577			
Hanna HS Construction Technology Facility	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road	ROFA	\$ 510,146.00	2/28/2017
	Brownsville, TX 78521			
STC Technology Campus Door & Frame Replacement	South Texas College David Valdez/956-872-3737 P.O. Box 9701	ROFA	\$ 114,900.00	1/22/2017
	McAllen, TX 78501			
STC Pecan Campus Building G Fume Hoods Phase II	South Texas College David Valdez/956-872-3737 P.O. Box 9701	Sigma Engineers	\$ 267,652.00	1/13/2017
	McAllen, TX 78501			
STC Pecan Campus-Bldg. K Enrollment Center	South Texas College David Valdez/956-872-3737 P.O. Box 9701	Boltinghouse	\$ 408,600.00	1/12/2017
	McAllen, TX 78501			
Total Amount for Completed Projects:			\$ 136,618,084.13	

San Juan Fire Station

Project Owner

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

Project Architect

ERO Architects
300 S. 8th Street,
McAllen, TX 78504



Project Description

New Fire Station

Contract Amount

\$ 3,625,700.00

Completion Date

October 2024

McAllen Fire Training Facility

Project Owner

City of McAllen
1300 Houston Ave
McAllen, Texas 78501

Project Architect

Gignac Architects
300 S. 8th Street,
McAllen, TX 78504



Project Description

New Fire Station

Contract Amount

\$ 4,642,700.00

Completion Date

October 2024



San Juan Public Safety Building

Project Owner

City of San Juan
709 S. Nebraska St, San Juan, TX 78589

Xavier Cervantes

xcervantes@cityofsanjuantexas.com

Project Architect

PBK Architects
3900 N 10th St Suite 810, McAllen, TX 78501
956-687-1330

Project Description

New Police building for the City of San Juan

Contract Amount

\$ 1,867,000

Completion Date

June 2017



HIDALGO CO. PCT. 4 MECHANIC SHOP

Project Owner

Hidalgo County

Project Architect

ERO Architects
300 S. 8th Street,
McAllen, TX 78504

Project Description

Mechanic Shop

Contract Amount

\$ 2,349,203.00

Completion Date

March 2020



Pharr City Hall Renovation

Project Owner

City of Pharr
118 S. Cage
Pharr, TX 78577

Project Architect

ERO Architects
300 S. 8th St
McAllen, TX 78504

Project Description

1st Floor Renovations

Contract Amount

\$ 2,349,203.00

Completion Date

March 2020



EL Tule Recreational Center

Project Owner

City of Edinburg
415 W University Dr
Edinburg, TX 78539

Project Architect

Milnet Architects
608 S 12th St
McAllen, TX 78501

Project Description

New Recreational Building

Contract Amount

\$ 4,997,600.00

Completion Date

October 2023





Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Ernesto "Neto" Guajardo
Raudel Maldonado
Pete Garcia

September 7, 2020

To Whom It May Concern:

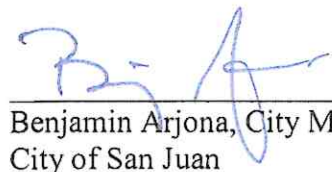
It is with great pleasure and trust I write this letter as a strong recommendation for NM Contracting LLC.

In the last few months, we have used NM Contracting LLC to build the city's new Public Safety Building. The quality of work, the professionalism, their ability to meet or exceed our deadlines, exceeded our highest expectations and the integrity of the individuals who assisted us in these projects are the reasons we will gladly use them in any future construction developments the City of San Juan may take on.

Should you decide to do business with NM Contracting LLC, I do not believe you will be disappointed with the quality of work, their commitment to excellence and their ability to meet deadlines. My observation as city manager of NM Contracting LLC, is that they are first class in every way and conducts business very professionally.

Should you have any questions, please do not hesitate in contacting me at (956) 223-2206 or via email at barjona@cityofsanjuan.com.

Sincerely,



Benjamin Arjona, City Manager
City of San Juan



Tirso Garza, Fire Chief
Carlos Alaniz, Assistant Chief
Sandra Guajardo, Administrative Assistant

September 18, 2024

To Whom It May Concern,

I am writing to recommend NM Construction Company services with any prospective clients. I have had the pleasure of working directly with their staff on our current project for the City of San Juan Fire Station #1. The scope of work for this project was a completely new construction from the ground up for future occupancy of fire administration and fire suppression personnel.

NM Construction has illustrated their attention to detail, quality and safety on a number of occasions. It is the policy of the company to strive for the highest safety standards. Working safely requires a serious commitment by everyone within the organization including their subcontractors. NM Construction Company has met and exceeded our safety and code compliance.

Scheduling within the construction industry is typically a task in itself, and NM Construction has been able to effectively meet project schedule requirements. Their project superintendent on site has been able to quickly adapt to schedule changes from subcontractors in order to keep his schedule on time and aligned with the overall project schedule. In addition, NM Construction Company has been exceptionally accommodating when dealing with unforeseen change orders.

Please consider NM Construction Company for your construction service needs. I highly recommend them and look forward to working with them on any other future City of San Juan projects.

Sincerely,

Tirso Garza, Fire Chief

Fire Station No. 1 – 707 S. Nebraska Avenue, San Juan, Texas 78589
Fire Station No. 2 - 2301 N. Raul Longoria, San Juan, TX 78589
• Phone: (956)223-2470 • Fax: (956)783-3441



Pharr



MAYOR Ambrosio Hernandez, MD

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

To Whom It May Concern,

It is my pleasure to write this letter of recommendation on behalf of NM Contracting LLC. In the last 5 years, the city has undergone an aggressive physical transformation to optimize its usage and have an updated visual appeal. A key aspect of this endeavor was the modernization of our city hall. It was the first building to be addressed and the remodel was not only constructed under budget, but also ahead of schedule. NM Contracting provided exceptional management and workmanship throughout the project. They are diligent and have a great "customer comes first" mentality and it definitely showed.

As Mayor, I interact with many vendors of all types and capabilities, but I can honestly say that it was a pleasure to work with NM Contracting LLC. On behalf of the City of Pharr we whole heartily recommend without reservation NM Contracting LLC for any project.

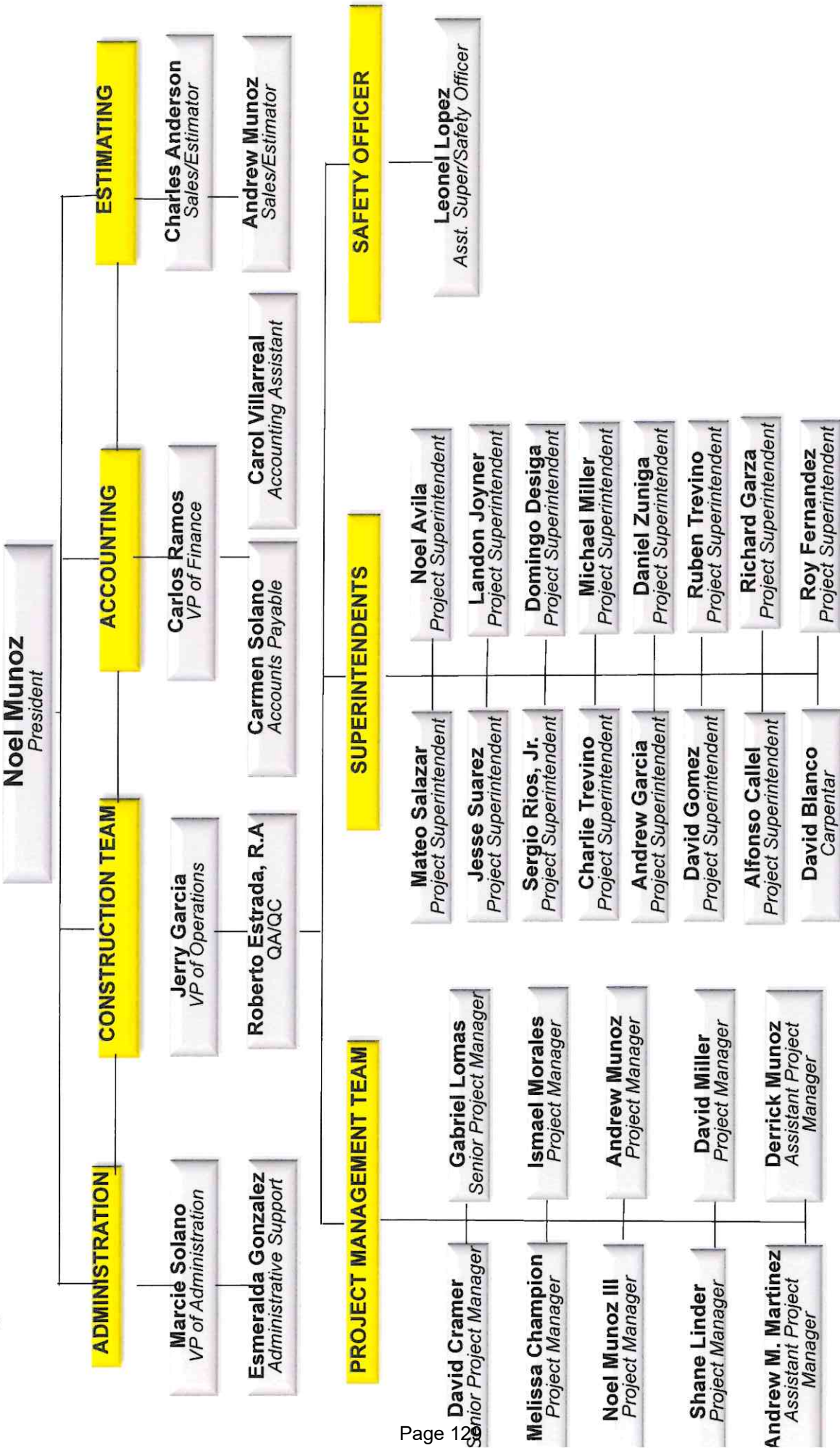
Please feel free to contact me personally if you have any questions or need additional information.

Thank you,

Mayor Ambrosio "Amos" Hernandez
(956) 648-4019
Mayor@pharr-tx.gov



ORGANIZATIONAL CHART





NOEL MUNOZ, JR.

P r e s i d e n t

CONTACT

PHONE:
956-631-5667

EMAIL:
noel@nmcontracting.us

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Attended University of Texas Pan American
- Community College of the Air Force
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

As President of Construction with over 35 years of experience, Noel serves as a project executive leading large construction project and maintaining effective relationships with owners. Additionally, he's actively involved in project procurement and estimating. Noel has been an AGC member since 1999 and served a two-year term as Board President from 2019-2021. He's a U.S. Air Force veteran and native Texan with deep roots in the Rio Grande Valley.

PROFESSIONAL EXPERIENCE

Project portfolio consists of warehouses, schools, financial institutions, restaurants, healthcare facilities, government agency buildings, and privately-owned commercial business structures. Managed construction projects of up to \$40 million.

- **NM Contracting, LLC – President**
July 1997 – Present
- **Williamson Construction – Project Manager**
July 1998 – May 2007
- **City of Mission – Housing Specialist**
April 1995 – July 1998
- **USAF Tinker Air Force Base – Structural Specialist**
February 1986 – April 1995



CARLOS J. RAMOS

VP of Finance

CONTACT

PHONE:
956-631-5667

EMAIL:
cramos@nmcontracting.us

YEARS OF EXPERIENCE

Total: 24

EDUCATION

- Bachelor of Business Administration/
Accounting – Texas Pan American University

Statement of Qualifications

VP of Finance with a comprehensive experience of directing operations through strategic financial planning and oversight of all accounting operations which include payables, receivables, and tax preparation. Carlos works directly with the president and senior leaders of our organization to ensure the company of a continuously sound financial structure. He does so by identifying issues affecting overall performance, reporting if revenue goals are on target, and maximizes scalability throughout the year.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Finance**
June 2017 – Present
- **Coca-Cola Refreshments – Senior Manager, Customer Care**
2012 – August 2017
- **Coca-Cola Refreshments – Market Unit VP**
2011 - 2012
- **Coca-Cola Enterprises Inc., South Region – Vice President/HEB Account Team Leader**
2010 – 2011
- **Coca-Cola Enterprises Inc., South Region – Area Manager/Area Vice President**
1998 - 2010



MARCELLA S. SOLANO

VP of Administration

CONTACT

PHONE:
956-631-5667

EMAIL:
msolano@nmcontracting.us

YEARS OF EXPERIENCE

Total: 9

EDUCATION

- Master of Administration of Justice & Security - University of Phoenix
- Bachelor of Business Administration - University of Texas-Pan American / Tecnológico de Monterrey, Guadalajara, Jalisco
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Marcie has a wealth of banking & investment experience along with 9 years in commercial construction. She serves as a trusted adviser who leads and mentors administrative staff. She assists with managing executive leadership projects, meetings, and events, as well as carrying out a variety of daily operational and managerial tasks. This includes implementing organizational policies and procedures, strategic planning, liaising with various departments within the organization, and record management. Additionally, she provides vital support to the construction team regarding safety and ensures compliance while mitigating risk.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Administration**
January 2014 – Present
- **Redhorse Labor, LLC – General Manager/Owner**
March 2013 – November 2016
- **Frost Bank – Administrative Officer**
June 2004 – March 2013



GERARDO "JERRY" GARCIA

Vice President of
Operations

CONTACT

PHONE:
956-631-5667

EMAIL:
jgarcia@nmcontracting.us

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Texas State Technical Institute
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Jerry Garcia has been involved in the commercial construction industry for 39 years. He has over 28 years of experience in the construction management, 4 years in the project management field, and 7 years as partner/principal, as director of the Construction Administration department at ERO Architects. Jerry understands the high value of high-quality construction documents and has learned well how to effectively communicate and provide information related to projects in a timely manner. He has reviewed hundreds of construction documents and experientially learned what works from the owners, architects, and contractors' point of view. His experience covers public and private sector such as Public Schools, Banks, Restaurants, Hotels, Medical, and Federal Government Facilities. Jerry is very meticulous and diligent in regard to construction, and as the acting V.P. of Operations for NM Contracting, he will work closely with the design team to ensure a successful timely completion of the contracted construction projects.

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – V.P. of Operations**
2021 – Present
- **ERO Architects – Principal Partner**
2013 – 2021
- **FELMAC Construction – Construction Administration, Manager**
1999 – 2012
- **Rio Valley Construction, INC. – Construction Manger**
1985 - 1998



DAVID M. CRAMER

Senior Project
Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
dcramer@nmcontracting.us

YEARS OF EXPERIENCE

Total: 50+

EDUCATION

- Bachelor of Science-
Building Construction –
Texas A&M University

Statement of Qualifications

David is our most seasoned construction team member that has the overall responsibility to ensure each project is managed successfully and completed on time. He is also responsible for the timely submission of updated Project Schedules, submittals, and weekly meeting agendas. Other duties include, but are not limited to, review of project performance including scope, budget, schedule, costs, submittals, payment applications, shop drawings, field construction, and safety. Obtain all necessary permits and licenses. Prepare cost estimates and track financial status of project. Organize and facilitate project steering / operate committee meetings. Evaluate project using foresight and good judgement to solve unforeseen issues.

PROJECT EXPERIENCE

Ryder Truck Facility | \$1.5M | Houston, TX
Mid-Rise Condominiums | \$3.5M | South Padre Island, TX
Nueces County Courthouse | \$15M | Corpus Christi, TX
Navy Hospital | \$10M | Corpus Christi, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Senior Project Manager**
March 2021 – Present
- **Wil-Con – Project Manager**
October 2015 – June 2020
- **Alamo Systems – Project Manager**
October 2014 – August 2015
- **D. Wilson Construction – Project Manager**
June 2013 – August 2014



MELISSA CHAMPION

Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
mchampion@nmcontracting.us

YEARS OF EXPERIENCE

Total: 30

EDUCATION

- South Texas College – Drafting & Design
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

Melissa has 30 years of commercial construction experience in project management and is responsible for overseeing multiple construction projects. Several of her responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, and organizing weekly meetings with all construction team members. She maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPERIENCE

- P.S.J.A ISD – S.F. Austin Middle School | \$23.7 M | Pharr, TX
- Brooks County ISD Falfurrias High School Renovations | \$9 M | Falfurrias, TX
- P.S.J.A ISD Henry Ford Elementary | \$11 M | Pharr, TX
- Mission CISD Alton Elementary | \$4 M | Mission, TX
- Edinburg Betty Harwell and Longoria Middle Schools | \$40 M | Edinburg, TX
- Mercedes ISD North Elementary | \$10 M | Mercedes, TX

ISMAEL MORALES

Project Manager



STATEMENT OF QUALIFICATIONS

Ismael has 10 years of commercial construction experience between project management and as a superintendent. He is responsible for overseeing multiple construction projects and maintaining industry- leading quality standards. He is highly skilled in leading cross- functional teams, liaising with subcontractors and external agencies, and ensuring on-time completion of project milestones. He is able to excel in demanding environments and complex situations. Several of his responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, ensuring site safety compliance, and organizing weekly meetings with all construction team members. He maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPERIENCE

- Mateo Beach House | \$1.2 M | South Padre Island, TX
- Bert Ogden Mazda | \$4.1 M | Mission, TX
- Hacienda Quick Lane | \$1.8 M | Edinburg, TX
- Collision Center | \$3.2 M | Edinburg, TX
- Toyota Center | \$9 M | Harlingen, TX

CONTACT

PHONE:
956-648-3812

EMAIL:
imorales@nmcontracting.us

YEARS OF EXPERIENCE

Total: 10

EDUCATION

- Attended University of Texas Pan American
- CPR/Blood Pathogen Certified
- OSHA 10-Hour Safety Certification



MATEO SALAZAR

General
Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
msalazar@nmcontracting.us

YEARS OF EXPERIENCE

Total: 22

EDUCATION

- Bachelor of Science/
Agricultural Engineer –
Universidad Autonoma
de Nuevo Leon
- OSHA-30 Hour Safety
Course
- CPR Certified
- Mold awareness,
prevention, and control
training

Statement of Qualifications

Mateo Salazar is a veteran General Superintendent and brings immense experience with managing construction field operations. As the General Superintendent, he is responsible for providing leadership of all field activities with an emphasis on safety, schedule, quality, and owner satisfaction.

PROJECT EXPERIENCE

- Pharr City Hall Renovations | \$2.3 M | Pharr, TX
- TSTC Chiller Plant | Harlingen, TX
- Hidalgo County Admin. Offices Renovation |
Edinburg, TX
- Nikki Rowe HS Roof Replacement | McAllen, TX
- Juarez-Lincoln HS Science Lab Additions | La Joya,
TX
- Replaced 11 Generators Port Isabel Detention
Center | Port Isabel, TX
- Border Patrol Salley Port Widening | La Grulla, TX
- Los Fresnos Elementary #9 | Brownsville, TX
- Weslaco Public Facilities | Weslaco, TX
- Sharyland Elementary #8 | McAllen, TX
- La Joya Elementary #19 | Mission, TX
- Pharr Housing Authority | Pharr, TX
- McAllen Pest Control | Pharr, TX
- Penn Aluminum | Harlingen, TX
- Time Warner Cable | Pharr, TX



NM Contracting, LLC

2022 ORCHID AVENUE

MCALLEN TEXAS 78504

Office: 956-631-5667 Fax: 956-627-3959

Proposed Strategy and Operation Plan

Project Management Strategy:

1. **Purpose:** To ensure the timely completion of the project and construction completed as per the detailed plans and specifications.
 - a. Days of week available to work on the project: 6 Days
 - b. Hours available to work on the project: 8 hours per day

2. Proposed Team / Individual Responsibilities:

- a. **VP of Operations (Jerry Garcia)** Mr. Garcia manages NM's Construction Administration Department. He oversees construction review and compliance, owner/architect communications, documentation, and warranty and close-outs. With more than 30 years of construction administration experience, he can expertly and effectively communicate with every team member involved on the project. His knowledge & expertise in construction administration is invaluable to our organization and ensures our team not only meets, but exceeds client expectations. Mr. Garcia is also certified as a Safety Inspector and Accident Investigator.
- b. **Project Manager (Ismael Morales)** will have overall responsibility to ensure the project is managed successfully and completed on time. He will also be responsible for the timely submission of updated Project Schedules, submittals, and weekly meeting agendas. Other duties include, but are not limited to, review of project performance including scope, budget, schedule, costs, submittals, payment applications, shop drawings, field construction, and safety. Obtain all necessary permits and licenses. Prepare cost estimates and track financial status of project. Organize and facilitate project steering / operate committee meetings. Evaluate project using foresight and good judgement to solve unforeseen issues.
- c. **Construction Manager (Andrew Martinez)** will have responsibility to ensure construction work is performed safely, timely and per plans and specifications. He will be responsible for the direct supervision of the Site Superintendent.
- d. **Site Superintendent (Domingo Desiga)** I have responsibility "on-site" to ensure construction work is performed safely, timely, per plans and specifications, and per normal/acceptable methods of construction. He will coordinate all construction work "on-site" with Sub-Contractors and ensure the project site is maintained in a safe and clean manner. Participate in pre-construction / construction meetings associated with subcontractors and owners / architects. Ensure quality workmanship and client satisfaction

throughout the construction process through daily & frequent interaction with client, architect, and subcontractors in order to analyze and resolve all challenging circumstances. Organize scheduling of subcontractors and monitor work efficiency. Insure all work performed is OSHA compliant.

- e. **Accountant (Marcie Solano)** will manage the accounting for the project including all approved payment applications to ensure they are processed into our accounting system. He will also ensure all Sub-Contractors are paid timely and keep track of their progress payments. Any and all claims will also be handled through him.

3. Project Schedule:

- a. A detailed Project Schedule will be prepared by the Project Manager via Microsoft Project for review/approval and updated weekly. The Project Manager will be responsible for updating the Project Schedule.

4. Pre-Construction Meeting:

- a. The project team listed above will attend the pre-construction meeting to ensure total alignment with the Architect and Owner on the project execution.

5. Sub-Contractor Pre-Construction Meeting:

- a. The project team listed above will have a pre-construction meeting with all Sub-Contractors to review the detailed project plan and specifications as well as the Project Schedule. The Project Manager and Construction Manager will also review the acceptable methods of construction with each sub-contractor.

6. Permits/Utilities:

- a. The Project Manager & Superintendent will be responsible for obtaining building permits, certificates of inspections and certificates of occupancy as required by governing authorities.
- b. The Project Manager will assess requirements for construction and all connections required for scope of work.

7. Sub-Contractor Agreements:

- a. The Project Manager will issue agreements for all Sub-Contractors and ensure they provide the necessary insurance documents prior to commencing any work on the job site.
- b. The Project Manager will ensure all Sub-Contractors are aware of the requirements of the Davis-Bacon Act and their obligations to the prescribed wage rates.
- c. The Project Manager will provide the final list of all Sub-Contractors and suppliers.

8. Project Mobilization:

- a. The Project Manager will create and communicate the construction Job Site Plan. The Site Superintendent will be responsible for ensuring adherence to the Job Site Plan.
- b. The Site Superintendent will be responsible for securing the site daily and establishing the limits of construction.
- c. The Project Manager will coordinate among trades the staging of construction equipment.

9. Project Signage:

- a. The Project Manager will order and cause to be installed and maintained all project signage.

10. Weekly Project Meetings:

- a. Site meetings will be led by the Project Manager and will include the Construction Manager, Site Superintendent and representatives from the Architect and Owner. The weekly meeting agenda will include an update on the Project Schedule and issues requiring resolution to ensure the project stays on schedule. These meetings will be documented through the keeping of meeting minutes including the detail of follow-up items, who is accountable for each, and date resolution is required.
- b. Internal Weekly NM Contracting, LLC team meeting will be led by the Project Manager and will include the Construction Manager, and Accountant to ensure the overall flow and execution of the project. These meetings will be documented through the keeping of meeting minutes including the detail of follow-up items, who is accountable for each, and date resolution is required.

11. Change Orders/Directives:

- a. Authority to Make Changes – The Architect and Owner have the only authorization to approve changes. Any requests for changes will be managed through the preparation of Change Proposals by the Project Manager which will detail the cost information. The Project Manager will ensure no work is performed until approval of Change Request Proposals are received which will be documented in a Change Proposal Request log.
- b. NM Contracting, LLC change requests will be detailed in a Request for Information (RFI) provided to the Architect. The RFI will detail labor & material costs.

12. Resolving Construction Issue:

- a. Contractor will hold a meeting with the owner, architect, and any affected subcontractors to assess responsibility and measures for corrective action.

13. Warranty:

- a. NM Contracting, LLC provides a 1 year warranty period from the final date of substantial completion. All warranty and closing documents will be provided upon substantial completion of the project in both hard copy & electronic format.

14. Ability to Work With Other Team Members:

- a. Our team has sufficient staff and resources to meet your needs and deliver projects on your schedule. Our firm will assist its clients in having the most efficient, functional and well-designed facilities within budget and time.
- b. NM Contracting, LLC is committed to establishing long term partnership. The team we have proposed was carefully assembled in order to not only bring you the best professional talent and a team that is deeply rooted in the Rio Grande Valley community, but also and even more importantly, has the relevant knowledge and combined experience to deliver a successful project. Our team members have over 60+ years of combined experience working in South Texas, and know all the opportunities and challenges of designing and building a project in this region.



NM Contracting, LLC

2022 ORCHID AVENUE

MCALLEN TEXAS 78504

Office: 956-631-5667 Fax: 956-627-3959

RE: Quality Control Program

To The County of Hidalgo, Texas

Fulfilling client contract expectations is a primary objective of the NMC Quality System. To ensure that client expectations will be fulfilled, NMC clearly defines the requirements for each contract before it is approved.

The Project Manager ensures that the information provided in the contract clearly defines client expectations and that the necessary details are provided to set requirements for construction. NMC personnel and subcontractors and suppliers are accountable for compliance to standards-based written specifications.

To achieve expectations reliably and consistently, specifications are clearly spelled out, not only for results but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors and suppliers, safe work guidelines, and environmental work conditions.

Standards ensure that results are specified rather than left to discretionary practices.

Methods Used to Maintain Quality Control

Prior to the commencement of work, the Project Manager holds a meeting to discuss and coordinate how project work will be performed and controlled. Key personnel from NMC, subcontractors and suppliers meet to review expectations for project quality results as well as quality assurance and quality control policies and procedures including:

- Key requirements of the project
- Required quality inspections and testing
- The project submittal schedule
- Quality policies and heightened awareness of critical quality requirements
- Methods of communications and contact information
- Location of project documents and records

Weekly Quality Planning & Coordination Meetings

The superintendent conducts weekly/bi-weekly meetings with key company, subcontractor and supplier personnel responsible for carrying out, supervising or inspecting the work. During the meeting, the Superintendent facilitates coordination among the participants, communication among the participants, and reinforces heightened awareness for critical requirements. The Superintendent maintains a record of the meeting along with pertinent notes/comments of the meeting event on the Quality Control Report on our construction software system.

Observations & Corrective Actions

Should a nonconformance be identified by an inspection there is a systematic method to control the item, correct it, and ensure that project quality is not adversely impacted by the event.

When the Quality Manager, Superintendent, inspector, or client identifies a nonconformance or an observation, the item is quickly and clearly marked by tape, tag, or other easily observable signal to prevent inadvertent cover-up.

Experience of Key Personnel

The top three Key Personnel within our company have a combined work experience of more than 27 years in the construction industry. Our goal is to provide our clients with outstanding customer service while rapidly resolving any issues with practical solutions. We strive to produce quality work efficiently to maximize profit and reduce cost.



Noel Munoz, Jr. – President
NM Contracting LLC



500 N. Central Expressway, Ste. 550
Plano, TX 75074
assuredpartners.com

November 11, 2022

NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

Re: Bond Reference Letter –NM Contracting, LLC

To Whom It May Concern:

Since 2019, AssuredPartners and Atlantic Specialty Insurance Company have had the privilege of providing bonds for NM Contracting, LLC. NM Contracting, LLC has a bonding capacity on individual projects of \$30,000,000 and a total program of \$75,000,000.

We will favorably consider the bonds subject to normal underwriting at the time of the bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, job scope, financial data, and project financing.

We assume no third-party liability if for any reason we do not execute such bonds as bonding is a matter between NM Contracting, LLC and Atlantic Specialty Insurance Company. Please note that this letter does not replace or constitute any type of bid bond or guarantee. As such, it is for informative purposes only and not contractually binding.

NM Contracting has demonstrated a proven ability to deliver quality projects on time and within budget. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner. We hope the above demonstrates our utmost confidence in NM Contracting, LLC. We anticipate no issues in providing the necessary Performance and Payment bonds for the project in question project upon review of the underwriting information.

Atlantic Specialty Insurance Company is rated A+ (Superior) XV Stable by AM Best and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation of \$81,790,000.

Sincerely,

Atlantic Specialty Insurance Company

A handwritten signature in cursive script, appearing to read 'Russ Frenzel', is written over a horizontal line.

Russ Frenzel, Attorney-in-Fact
972-331-3725
russ.frenzel@assuredpartners.com



Post Office Box 2678
McAllen, Texas 78502

December 9, 2023

To Whom It May Concern:

At the request of our customer Mr. Noel Munoz Jr, owner of N M Contracting LLC, we have prepared this letter outlining his relationship with Frost Bank. Mr. Munoz opened his account with Frost Bank in 2004. N M Contracting LLC maintains a commercial depository account with a high six-figure twelve-month average balance. The current balance of the depository account is a mid six-figure. The depository account is handled in a satisfactory manner.

Mr. Munoz and his Company have maintained a good relationship with Frost Bank. We look forward to assisting them with any banking needs they may have in the future.

Please contact me at Frost Bank if you have any question regarding this information. My direct phone number is 956-668-3095. My fax number is 668-3025.

Sincerely,

A handwritten signature in blue ink that reads "Omar Quintanilla".

Omar Quintanilla
Vice President

NM CONTRACTING, LLC

FINANCIAL STATEMENTS WITH

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

December 31, 2023

NM CONTRACTING, LLC

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GATLIN RAGO CPA GROUP

Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
NM Contracting, LLC
McAllen, Texas

We have reviewed the accompanying financial statements of NM Contracting, LLC (an S-Corporation), which comprise the balance sheet as of December 31, 2023, and the related statement of income, statement of changes in member's equity, and statement of cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information Schedule of Contracts in Progress and Schedule of Contracts Completed is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide assurance on it.

Gatlin Rago CPA Group

GATLIN RAGO CPA GROUP
Certified Public Accountants
Valparaiso, IN

June 24, 2024

P.O. Box 386 | Valparaiso, IN 46384
Phone (219) 462-7544

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2023

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 3,603,055	
Accounts receivable		
Construction operations	8,683,279	
Employee loan	1,008	
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>847,529</u>	
Total Current Assets		13,134,871

PROPERTY AND EQUIPMENT

Computer equipment and software	87,868	
Equipment	82,500	
Vehicle	723,388	
Furniture and fixtures	<u>2,660</u>	
	896,417	
Less: accumulated depreciation	<u>(520,589)</u>	
	375,828	
Land	<u>498,367</u>	
Total Non-Current Assets		874,194

OTHER ASSETS

Investment property	300,000	
Plan deposits	<u>6,671</u>	
Total Other Assets		<u>306,671</u>

TOTAL ASSETS \$14,315,736

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2023

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 7,972,878	
Billings in excess of earnings on uncompleted contracts	2,382,497	
Due to related party	190	
Wages and payroll taxes payable	21,708	
Property tax payable	4,288	
Sales tax payable	16,379	
Unearned revenue	94,689	
Current portion of long-term debt	<u>100,316</u>	
Total Current Liabilities		10,592,944

LONG-TERM DEBT, Less Current Maturities 594,598

MEMBER'S EQUITY

Common stock, 200 shares authorized issued and outstanding	200	
Retained earnings	<u>3,127,994</u>	
Total Member's Equity		<u>3,128,194</u>

TOTAL LIABILITIES AND MEMBER'S EQUITY \$ 14,315,736

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF INCOME

For the year ended December 31, 2023

REVENUES		\$ 43,934,173
COST OF GOODS SOLD		
Bond expense	370,771	
Equipment rentals	212,247	
Materials	9,330,637	
Permits	33,160	
Subcontractors	29,085,927	
Wage construction	<u>592,768</u>	
Total Cost of Goods Sold		<u>39,625,510</u>
GROSS PROFIT		4,308,663
GENERAL AND ADMINISTRATIVE EXPENSES		<u>2,554,147</u>
INCOME (LOSS) FROM OPERATIONS		1,754,515
OTHER INCOME (LOSS)		
Dividend income	15,061	
Gain (loss) on sale of investments	(30,683)	
Interest income	<u>42,663</u>	
Total Other Income		<u>27,041</u>
NET INCOME (LOSS)		<u>\$ 1,781,556</u>

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC
STATEMENT OF CHANGES IN MEMBER'S EQUITY

For the year ended December 31, 2023

	Noel Munoz, Jr.	Total Member's Equity
Balance, December 31, 2022	\$ 2,801,127	\$ 2,801,127
Net income (loss)	1,781,556	1,781,556
Contributions	-	-
Distributions	<u>(1,454,489)</u>	<u>(1,454,489)</u>
Balance, December 31, 2023	<u>\$ 3,128,194</u>	<u>\$ 3,128,194</u>

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CASH FLOWS

For the year ended December 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Net income (loss)	\$ 1,781,556	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	113,824	
Changes in:		
Accounts receivable-construction operations	(2,642,639)	
Accounts receivable-employee loans	(1,008)	
Costs in excess of billings	(285,615)	
Other assets-plan deposits	(732)	
Accounts and credit card payable	2,632,806	
Billings in excess of earnings	1,510,680	
Accounts payable-related parties	190	
Wages and payroll taxes payables	2,048	
Property tax payable	(1,086)	
State tax payable	16,379	
Unearned revenues	94,689	
Net Cash Provided (Used) By Operating Activities		3,221,092

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds used to purchase fixed assets	(124,042)	
Net Cash Provided (Used) By Investing Activities		(124,042)

CASH FLOWS FROM FINANCING ACTIVITIES

Debt retirement	(46,219)	
Distributions to member	(1,454,489)	
Net Cash Provided (Used) By Financing Activities		(1,500,708)

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	1,596,343	
Cash and Cash Equivalents, Beginning of Period		2,006,713
Cash and Cash Equivalents, End of Period		\$ 3,603,055

OTHER CASH FLOW INFORMATION

Cash paid for interest	\$ 50,325
Cash paid for state income tax	\$ 16,557

NON-CASH INVESTING AND FINANCING ACTIVITIES

Purchase of long-term assets by issuing a note	\$ 281,585
--	------------

See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

NM Contracting, LLC was incorporated in the State of Texas on November 6, 2008. The Company is a general contractor engaging in non-residential real estate projects. Projects consist of schools, warehouses, and various utility projects. The Company's area of business is predominately in the Rio Grande Valley located in South Texas.

Method of Accounting for Construction Contracts

Revenues on construction contracts are recognized on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total cost for each contract. Total cost is considered to be the best available measure of progress on the contracts. Contract costs include all direct and indirect costs related to contract performance. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Construction contracts contain retainage provisions which allow the customer to withhold amounts for payment until NM Contracting LLC, has completed its work. It is Company policy to bill these amounts and include them as a separate item in accounts receivable.

For contracts that are within the scope of FASB ASC Topic 606: Revenue from Contracts with Customers, the Company performs the five-step process: identify the contract with the customer, identify the performance obligations, determine the transaction price, allocate the price to the performance obligations, and recognize revenue with the satisfied performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

(continued)

NM CONTRACTING, LLC
NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues related to contracts with customers are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. Revenue is recognized using an input measure of costs incurred to date relative to total estimated costs at completion to measure progress. This measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Adjustments to projected costs are made periodically and losses expected to be incurred on contracts in process are charged to operations in the period in which such losses are determined. Claims for additional contract revenue are recognized when realization of the claim is assured, and the amount can be reasonably determined.

Revenue from time and materials contracts are recognized in the period in which the work is performed. The Company determined that generally time and material contracts contain a single performance obligation as the services provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time and material contracts.

The "Costs and Estimated Earnings in Excess of Billings on Contracts" asset account represents revenues recognized in excess of amount billed on long-term contracts. The "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" liability account represents billings in excess of revenues recognized.

Cost of earned revenues include all direct material, direct labor, subcontractor costs, and those indirect costs related to contract performance, such as supplies, freight, repairs, and depreciation costs. Both indirect and general and administrative costs are expensed as incurred.

In the case of contracts which require more than one year to complete, changes in job performance, job conditions, estimated profitability and final contract settlements which result in revisions to costs and income are recognized in the accounting period in which these matters become known.

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Management estimates the financial costs to complete a given contract based on information available at the balance sheet date. Estimates of costs to complete certain contracts can change significantly in the near term, and ultimate outcomes of contracts subject to customer review are not known. Due to these uncertainties, it is reasonably possible that actual financial results could differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost and are being depreciated, primarily on a straight-line basis, over their estimated useful lives as follows:

Equipment and Trucks	3 to 10 years
Furniture and Fixtures	5 to 10 years

Depreciation expense for the period ended December 31, 2023 is \$113,824.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires that management make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Construction revenues are recognized on the percentage-of-completion basis. Consequently, revenues and gross profit for each accounting period is determined on a contract-to-contract basis by reference to the costs incurred to date as a percentage of total estimated costs. Such estimates are subject to change in the normal course of business.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all deposited funds including time deposits with a maturity date of less than three months to be cash equivalents.

Accounts Receivable

Customer accounts receivable are stated at the amount management expects to collect on balances. Management closely monitors outstanding balances and writes - off, as deemed necessary, all balances past due after a certain period of time and for which all collection efforts have been exhausted.

No allowance for uncollectible accounts has been provided since management has determined that the potential for bad debts is not material at year end.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Advertising

The Company expenses advertising costs as they are incurred. The Company did not incur any advertising expenses as of December 31, 2023.

NOTE 2 - CONCENTRATIONS OF CREDIT RISK RELATED TO CASH DEPOSITS

The Company maintains cash balances in two financial institutions located in Texas. Accounts at this institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2023, the Company's insurance cash balance at Frost Bank total is \$250,000 of their \$2,125,866 cash balance, at Falcon Bank is \$250,000 of their \$254,453 cash balance, and at Texas Regional Bank is \$250,000 of their \$253,542 cash balance.

The Company also maintains an investment account at Mass Mutual Trust totaling \$969,194 as of December 31, 2023. This account has a blend of equities, bonds and other fixed income assets managed by fiduciary investment advisors.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable pertaining to construction projects at December 31, 2023 consisted of the following:

Contract receivables - completed contracts	\$ 689,062
Contract receivables - contracts in progress	4,778,166
Retainage receivables	<u>3,216,051</u>
	<u>\$ 8,683,279</u>

Accounts receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with client having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information relative to contracts in progress at December 31, 2023 is as follows:

Costs incurred on uncompleted contracts	\$ 52,252,238
Estimated earnings	<u>5,018,120</u>
	57,270,357
Less: billings to date	<u>(58,805,325)</u>
Net under / (over) billings on uncompleted contracts	<u>\$ (1,534,968)</u>

Included in the accompanying balance sheet under the following captions:

Cost and estimated earnings in excess of billings on uncompleted contracts	\$ 847,529
Billing in excess of costs and estimated earnings on uncompleted contracts	<u>(2,382,497)</u>
Net under / (over) billings on uncompleted contracts	<u>\$ (1,534,968)</u>

NOTE 5 - OTHER ASSETS

The Company purchased an investment residential property in McAllen, TX.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases an office building from NM Enterprise LLC which is a related company through common ownership. The arrangement of the lease is on a month-to-month basis, including payment of \$4,000 per month. Total rent paid in 2023 was \$48,000.

The Company is related to Commercial Framing Systems, LLC, (CFS), a framing company, by virtue of common ownership through October 1, 2022. For the year ended December 31, 2022, the Company has paid \$301,017 to CFS as a subcontractor for framing services performed for the Company's construction projects. At December 31, 2023, CFS owes the Company \$103,485 for start-up costs paid by the Company on behalf of CFS and the Company owes CFS \$312,398 for work performed on general contracting jobs for The Company. CFS will continue to repay the start-up costs which will be completed by the end of April 2024 based on an agreement with the new owner of CFS.

In October 2018, the FASB amended the Accounting Standards Codification Topic 810, *Consolidation*. Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The amendments are effective for annual periods beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, with early adoption permitted. The Company evaluated the amended guidance and elected to adopt the private company accounting alternative to exempt itself from applying the VIE consolidation model to qualifying common control arrangements for the years ended December 31, 2020 and 2019.

NM CONTRACTING, LLC
NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 7 - LONG-TERM DEBT

Long-term debt at December 31, 2023 consists of the following:

The Company has a \$1,000,000 line of credit, of which \$1,000,000 was unused at December 31, 2023. Bank advances on the credit line are payable on demand and carry an interest rate of 9.50%. The credit line is secured by the Company's accounts receivable and equipment and personally guaranteed by the managing member of the Company.

\$ -

Note payable to Bank of America. The original amount of the note was \$83,851 with monthly payments of \$1,380, including interest at 5.77%, collateralized by a 2020 F-250 truck. The loan matures on October 2026.

43,209

Note payable to Bank of America. The original amount of the note was \$94,155 with monthly payments of \$597, including interest at 4.50%, collateralized by a 2022 Air Stream Travel Trailer. The loan matures on November 2041.

88,036

Note payable to Texas Regional Bank. The original amount of the note was \$378,000, with monthly payments of \$3,158, including interest at Wall Street Journal Prime Rate plus one-half percent (0.5%), collateralized by ranch land in Starr County. The loan matures on February 2029.

295,749

Note payable (#9474) to Frost Bank. The original amount of the note was \$111,978 with monthly payments of \$2,679, including interest at 6.49% collateralized by a 2023 F-250 truck. The loan matures on September 2027.

107,823

Note payable (#9840) to Frost Bank. The original amount of the note was \$111,978 with monthly payments of \$2,679, including interest at 6.49% collateralized by a 2023 F-250 truck. The loan matures on August 2027.

104,615

Note payable (#3576) to Ford Motor Credit. The original amount of the note was \$58,852 with monthly payments of \$1,154, including interest at 6.49% collateralized by a 2020 F-250 truck. The loan matures on September 2028.

55,481

Total long-term debt

694,914

Less: current maturities

(100,316)

\$ 594,598

(continued)

NM CONTRACTING, LLC
NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 7 - LONG-TERM DEBT (Continued)

Future maturities of long-term debt notes payable are as follows:

2024	\$ 100,316
2025	105,386
2026	110,660
2027	85,386
2028	39,105
Thereafter	<u>254,061</u>
	<u>\$ 694,914</u>

NOTE 8 - MAJOR CUSTOMERS

For 2023, the Company's largest client was the City of McAllen. The City of McAllen accounted for approximately 27% of total revenues. The City of McAllen accounted for 18% of the Company's revenues for 2022.

NOTE 9 - INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carry back as a deduction. The member is liable for individual income taxes on their respective shares of the Company's taxable income.

Management has determined the corporation does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Corporation's tax returns will not be challenged by the taxing authorities and that the Corporation, or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Corporation's tax returns remain open for three years for federal tax examinations. Currently, 2022, 2021, and 2020 tax years remain open and subject to examination by the taxing authorities. The Company also files franchise tax returns with the Texas Comptroller of Public Accounts and is no longer subject to state tax examinations by tax authorities for years before 2017.

NOTE 10 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 24, 2024, the date the financial statements were available for issuance.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023

NOTE 11 - OPERATING EXPENSES

Operating expenses consist of the following:

Advertising	\$ 8,073
Automobile expense	128,472
Bad debt	182,334
Bank fee	2,667
Bonuses	146,700
Charitable contributions	1,700
Commissions	30,600
Computer and internet	25,875
Depreciation	113,824
Dues and subscriptions	16,203
Insurance	227,820
Interest	50,325
Lease	11,501
License and permits	2,020
Meals and entertainment	19,688
Merchant account fees	2,560
Miscellaneous	6,297
Miscellaneous job cost	(83,193)
Office expense	104,188
Office supplies	6,604
Payroll expense	29,643
Postage and delivery	1,603
Printing and production	6,194
Professional fees	235,248
Rent	48,000
Repairs and maintenance	38,040
Salary - office	833,221
Salaries - officers	135,200
Sponsorship	15,664
Taxes	169,930
Telephone	9,276
Travel	936
Utilities	21,593
Warranty expense	5,342
	<u>\$ 2,554,147</u>

CROSSROADS SPECIALTIES, L.L.C.

A Woman Owned Business
P.O. Box 5008
Victoria, Texas 77903-5008
Phone 361-575-4142 Fax 361-579-9197
Email: crspecialties@sbcglobal.net

May 1, 2023

To Whom It May Concern:

Our firm has worked with NM Contracting, LLC for approximately 5 years and we have always enjoyed an excellent working relationship.

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

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

We recommend NM Contracting, LLC. as often as possible.

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

Sincerely,

**Linda Chanek
President**



November 9, 2022

N.M. Contracting
2022 Orchid Avenue
McAllen, TX 78504

To Whom It May Concern,

N.M. Contracting established a commercial charge account with McCoy's Building Supply in June of 2000 with terms of Net 10th Prox. The credit line with McCoy's is \$25,000 with a last buy date of November 3, 2022. Currently, N.M. Contracting is in good financial standing with McCoy's Building Supply.

If you have any questions, please contact me at 512-395-6644 X6545.

Sincerely,

Darryl R. Baker
Credit/AR Manager

CONTINENTAL REFRIGERATION

EST. 1980

P.O. Box 2405

McAllen, Texas 78502-2405

(956) 383-4247/Fax (956) 383-1887

License #TACLA019535E/TACLB006177C

E-Mail: contref7@aol.com

September 11, 2023

To whom it may concern:

I Andres Canales owner of Continental Refrigeration have been doing business in the State of Texas for the past Thirty-eight Years performing HVAC Service and Contracting. We have acquired many commercial projects throughout the past and have had the pleasure of working with NM Contracting, LLC on many Major projects where we have had no difficulty in acquiring timely payments for our work. I highly recommend this company and its employees as well trained and knowledgeable in their work. Please feel free to call or write me with any questions.

Respectfully,



Andres Canales, Jr.
Continental Refrigeration



Soltec Group

410 E 9th St
Mission, Tx 78572
Office (956) 616-5604

March 13, 2023

To whom it may concern,

Soltec Group has a well established relationship with NM Contracting. We have provided painting subcontract work on numerous projects for them to include work with South Texas College, Edinburg CISD, Sharyland ISD, Hidalgo County and Willacy County. We have several ongoing projects with them as well.

NM Contracting has handled their projects in a true and professional manner and has paid us promptly and within payment terms. We are extremely satisfied with the payment schedules on our projects.

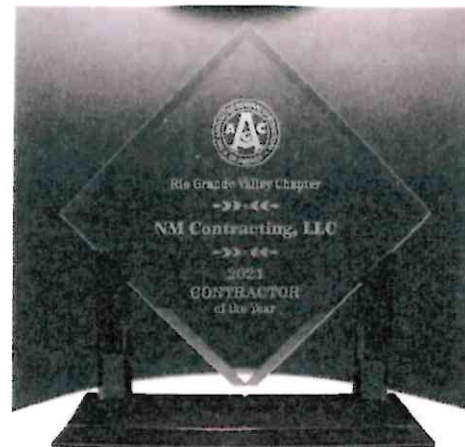
Soltec Group will continue to recommend NM Contracting not only because of their workmanship but their commitment to quality assurance. We look forward to working with NM Contracting on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rios', with a large, stylized 'R' at the beginning.

Roosevelt Rios
Owner
Soltec Group
M... (956)457-6073
EMail... Rooseveltr@gmail.com

Awards



Awards



Awards



Awards



Summary of Work-Related Injuries and Illnesses

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

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

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

Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

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

Establishment information

Your establishment name NM Contracting, LLC
Street 2022 Orchid Avenue
City McAllen State TX ZIP 78504

Industry description (e.g., *Manufacture of motor truck trailers*)
Construction
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 22
Total hours worked by all employees last year 45,760

Sign here

Knowingly falsifying this document may result in a fine.

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

Company executive
Signature
956 631-5667
Phone
President
12/31/2022
Date

Summary of Work-Related Injuries and Illnesses

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

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

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Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name NM Contracting, LLC
Street 2022 Orchid Avenue
City McAllen State TX ZIP 78504

Industry description (e.g., *Manufacture of motor truck trailers*)
Construction
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

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

Annual average number of employees 14
Total hours worked by all employees last year 29,120

Sign here

Knowingly falsifying this document may result in a fine.

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

Company executive
Name President
Phone (956) 631-5667
Date 12/31/2021

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

Summary of Work-Related Injuries and Illnesses

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

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Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

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

Establishment information

Your establishment name NM Contracting, LLC

Street 2022 Orchid Avenue

City McAllen State TX ZIP 78504

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

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

OR

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

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

Annual average number of employees 18

Total hours worked by all employees last year 37,440

Sign here

Knowingly falsifying this document may result in a fine.

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

[Signature] President

Company name 956 631-5667 Title 12/31/2020

Phone

Summary of Work-Related Injuries and Illnesses

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

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Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed forms to this office.

Establishment information

Your establishment name NM Contracting, LLC
 Street 2022 Orchid Avenue
 City McAllen State TX ZIP 78504

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

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

OR _____

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

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

Annual average number of employees 15
 Total hours worked by all employees last year 31,200

Sign here

Knowingly falsifying this document may result in a fine.

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

[Signature]
 Title President
 Company telephone 956 631-5667 Date 12/31/2019

Summary of Work-Related Injuries and Illnesses

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

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Number of Cases

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

Number of Days

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

Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name NM Contracting, LLC
Street 2022 Orchid Avenue
City McAllen State TX ZIP 78504

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

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

OR

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

Employment information (If you don't have these figures, use the Worksheet on the back of this page to estimate.)

Annual average number of employees 17
Total hours worked by all employees last year 35,360

Sign here

Knowingly falsifying this document may result in a fine.

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

Signature [Signature] Title President
Company executive
Phone (956) 631-5667 Date 12/31/2018



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2023

Production Date: 12/05/2022

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	4,394	6,789	2,395	0	24,625	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		4,394	6,789	2,395	0	24,625	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual		(I)	0	$C * (1 - A) + G$ 28,799		(A) * (F) 0		(J) 28,799
Expected		(E)	2,395	$C * (1 - A) + G$ 28,799		(A) * (C) 220		(K) 31,414
		ARAP		FLARAP		SARAP		MAARAP
Factors								(J) / (K) .92

Carrier: 20145-004 Policy: 60534405 Eff-Date: 06-01-2022 Exp-Date: 06-01-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2021

Production Date: 01/15/2021

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2017 Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.38	.40	18,433	254	102					
5606	.22	.38	224,356	494	188					
8809	.04	.36	11,502	5	2					
8810	.03	.36	215,380	65	23					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2018 Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	607,093	1,336	508					
8810	.03	.36	225,469	68	24					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0002032535 Eff Date: 06/01/2019 Exp Date: 06/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	341,788	752	286					
8809	.04	.36	82,049	33	12					
8810	.03	.36	326,475	98	35					
Policy Total:			750,312	Subject Premium:	6,105	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2021

Production Date: 01/15/2021

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	1,925	3,105	1,180	0	24,875	0	0
(A) Wt	(B) (C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.05	1,925	3,105	1,180	0	24,875	0	0	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 0	$C * (1 - A) + G$ 26,704	(A) * (F) 0	(J) 26,704
Expected	(E) 1,180	$C * (1 - A) + G$ 26,704	(A) * (C) 96	(K) 27,980
	ARAP	FLARAP	SARAP	MAARAP
Factors				(J) / (K) .95

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2020

Production Date: 07/07/2020

State: TEXAS

42-TEXAS

Firm ID:

Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2016

Exp Date: 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			382,569	Subject Premium:	7,528	Total Act Inc Losses:			0	

42-TEXAS

Firm ID:

Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2017

Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID:

Firm Name: NM CONTRACTING LLC

Carrier: 29939

Policy No. 0001233585

Eff Date: 02/04/2018

Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: A

Firm Name: NM CONTRACTING LLC

Carrier: 17965

Policy No. WC019098900

Eff Date: 03/14/2016

Exp Date: 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			25,571	Subject Premium:	854	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less. D Disease Loss
C Catastrophic Loss E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 06/01/2020

Production Date: 07/07/2020

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0
(A) Wt	(B) (C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.05		2,361	3,833	1,472	0	25,375	0	0

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
	(I)		$C * (1 - A) + G$		$(A) * (F)$		(J)			
Actual	0		27,618		0		27,618			
	(E)		$C * (1 - A) + G$		$(A) * (C)$		(K)			
Expected	1,472		27,618		118		29,208			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors								(J) / (K)		.95

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 02/04/2020

Production Date: 09/26/2019

State: TEXAS

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2016 Exp Date: 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			382,569	Subject Premium:	7,528	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2017 Exp Date: 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			469,671	Subject Premium:	6,402	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: NM CONTRACTING LLC

Carrier: 29939 Policy No. 0001233585 Eff Date: 02/04/2018 Exp Date: 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			832,562	Subject Premium:	10,792	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: A Firm Name: NM CONTRACTING LLC

Carrier: 17965 Policy No. WC019098900 Eff Date: 03/14/2016 Exp Date: 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			25,571	Subject Premium:	854	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 2



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC

Risk ID: 421335788

Rating Effective Date: 02/04/2020

Production Date: 09/26/2019

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,361	3,833	1,472	0	25,375	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	0		$C * (1 - A) + G$ 27,618		(A) * (F) 0		(J) 27,618
Expected	(E)	1,472		$C * (1 - A) + G$ 27,618		(A) * (C) 118		(K) 29,208
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) .95		

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HEALTH & SAFETY PLAN

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504

Office: (956) 631-5667
E-Mail: noel@nmcontracting.us
Website: nmcontracting.us



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Disclaimer

Everything in this document is intended to be in accord with all statutory rules and regulations that exist at the time of the publication of this manual. The authors are not liable for any charges that may be enacted after this date and cannot be held liable for the use or misuse of this document. Readers are cautioned to familiarize themselves with the language of all statutory rules and regulations that govern the subjects identified within this document.

Health & Safety Philosophy

It is the philosophy of NM Contracting, LLC that all injuries can be prevented. We are vitally concerned about the human suffering and financial losses resulting from on-the-job accidents, both for the individual and the company. Therefore, the prevention of accidents is a major company objective, requiring the active and sincere cooperation of all employees.

Total accident prevention can only be accomplished through the coordinated efforts of all employees. Therefore, all NM Contracting, LLC personnel, as a condition of employment, must be knowledgeable of and follow the company safety requirements.

It is our policy that no job or service performed by an employee is so important or urgent that it cannot be performed the safest way. Safety and sanitary conditions will be taught and enforced by supervision. It is our firm commitment to truly make safety equal to cost and production.

We welcome suggestions from employees that will further help provide safe and healthful conditions and practices.

A handwritten signature in blue ink, appearing to read 'Noel Munoz, Jr.'.

Noel Munoz, Jr.
President



Safety Responsibilities

Management

- Provide means to accomplish a sound safety policy.
- Enforce this policy and discharge any employee willfully disregarding it.
- Conduct periodic safety inspections and file reports.
- Investigate or cause to have investigated and any all accidents and file such reports on each.
- Establish procedure for treatment of injuries.
- Establish safety meeting procedures and provide safety training for personnel.
- Provide each project with federal, state, and local safety code requirements.
- Establish monthly accident reporting program and record keeping as required by OSHA.
- Assign a member of the management the responsibility to carry out the Company Safety Program.

Project Managers, Estimators, & Project Engineers

- With regard to safety, be responsible for including the proper amount of material, equipment, and labor in the estimate to properly protect personnel and property. Planning will include the following:

– Scope of Proposed Operations	– Project Controls	– Public Relations
– Exposure to People	– Utility Exposure – Existing Facilities	– Adjacent Work in Progress
– Adjacent Property	– Housekeeping Practices	– Excavation & Trench Safety
– Exposure to Street Traffic	– Personal Protection	
- Check the job site safety records on a regular basis, noting any trends in types of accidents.
- Make sure at project meetings that all Subcontractor's supervisory personnel are aware of the Company Safety Program requirements and that they understand that it is a part of their contract.

General Superintendents/Superintendents

- Be completely responsible for on-site safety and record keeping.
- Ensure all necessary personal protective equipment, job safety materials, and first aid equipment.
- Instruct field personnel that safe practices are to be followed and safe conditions maintained.
- Instruct the field personnel that they are not to require or permit their personnel to take unnecessary chances, but rather that they instruct them in proper and safe procedures.
- Review all accidents with field personnel. File reports and ensure corrective action is taken.
- Establish first aid, fire, sanitation, and water facilities.
- Be responsible for job planning, layout, and inspection of all operations.
- Have available copies of all federal and other application regulations, if any, at job site office.
- Post safety rules, OSHA forms, safety posters, etc.
- Be familiar with the laws pertaining to safety and their basic requirements.
- Consult with management on extra hazardous activities.

Employees

- Abide by Company Safety Rules and regulations on the job.
- Observe others around you for dangerous working habits or conditions and report unsafe acts to your foreman (You do not need to name the person involved).
- Make good safety practices a habit and attend all Toolbox Safety Meetings.
- Never hide unsafe conditions and immediately report any accident or injuries to the Superintendent.



Safety Training

Management

NM Contracting's Safety Program involves the participation, on an active level, of everyone within the company. President, Noel Munoz, Jr., is in full support of this program and dedicated to its rigorous enforcement. He has attended the same safety courses and training as every person in the Company and understands what it takes to make the program work. The philosophy that makes this program a success is the fact that each individual, from top management to job site worker, is directly responsible for the workplace safety of those individuals working under this authority.

General Superintendents & Superintendents

The General Superintendent and Project Superintendent are the main players in the implementation of safety and accident prevention programs within the Company Program. They are the individuals with complete responsibility for the safety of workers on the job site, including foreman, workmen, subcontracts workmen, and supervisors as well as visitors and the public.

It is the Superintendent's responsibility to see that all workers in his charge are trained in the Company Safety Policy and in general safe work practices. "Toolbox" meetings with job site employees will be conducted on a regular basis.

The Safety Director will conduct the safety meeting on a regular basis at each jobsite. Meetings will be held at a time to minimize the disruption of work on the jobsite.

The subject matter for Toolbox Safety Meetings must be adapted to job conditions. Discussing actual conditions on each project will have more meaning and actually improve safety performance.



Public Safety

All necessary precautions shall be taken to prevent injury to the public or damage to property of others. Precautions to be taken shall include, but are not limited to, the following:

- Work shall not be performed to any area occupied by the public unless specifically permitted by the contract or in writing by the Project Manager.
- When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, the Company shall protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility.
- Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits shall be kept clear of obstructions to permit safe entrance and exit of the public at all times.
- Appropriate warnings and instructional safety signs shall be conspicuously posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
- Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition, or structural alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the locality.
- A temporary fence shall be provided around the perimeter of aboveground operations adjacent to public areas. Perimeter fences shall be at least 6-ft high. They may be construction of a wood or metal frame and sheathing, wire mesh, or a combination of both.
- Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within 6 ft of the top of excavated slopes or vertical banks shall be protected with guardrails. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42 inches. Top rails and posts may be 2-inch by 4-inch dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over 8-ft apart.
- Barricades meeting local requirements shall be provided where sidewalk shed, fences, or guardrails, as references above, are not required between work areas and pedestrian walkways, roadways, or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform work. During the period a barricade is temporarily removed, for the purpose of work, a watchman shall be placed at all openings.
- Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Contractor's operations. They shall be in accordance with the requirements of any local political subdivision and/or contract specifications. Guardrails shall be provided on both sides of temporary sidewalks.



Safety Enforcement Policy

It is the policy of NM Contracting, LLC to expect all employees to abide by safe rules at all times. Superintendents are expected to monitor and enforce these safety rules equally. Employees are subject to disciplinary action for any of the offences listed below. In the event of an employee's suspension for disciplinary reasons, to the extent permitted by law, benefits will not accrue nor be recoverable during the suspension period.

Disciplinary Action

- **First Offense:** Written warning.
- **Second Offense:** 5 Days off without pay to termination.
- **Third Offense:** Immediate termination.

Immediate Termination

- Fighting on job site or company property
- Theft of any item on project or company property
- Reporting to work under the influence of alcohol or illegal drugs, possession, sale or use of illegal drugs, or consumption of alcohol while working on job sites, or company vehicles.
- Gross negligence or willful acts in the performance of duties resulting in damage to company property or injury to others
- Willfully misusing company property
- Serious safety violation resulting in injury.



Substance Abuse Policy

As a part of our Company's commitment to safeguarding the health of its employees, to providing a safe place for its employees to work, and to supplying its customers with the highest quality construction and service possible, this policy establishes the Company's position on the use of alcohol, and/or use of drugs or other controlled substances by its employees. Because substance abuse, whether while at work or away from work, can seriously endanger the safety of employees and may prevent top quality construction and service, NM Contracting, LLC has established this program to detect and remove, from the workplace, abusers of alcohol, drugs, or other controlled substances.

Policy Intent

- To provide clear guidelines and consistent procedures for handling incidents of employee abuse of alcohol, and/or use of drugs or controlled substances that affect job performance and to make every effort to institute and maintain a drug-free workplace.
- Ensure conformance with all state/federal regulations for alcohol, drugs, or controlled substances.
- NM Contracting, LLC will utilize drug screen testing to help administer this policy as follows:
 - Pre-employment testing will be required to eligible applicants.
 - Employees will be tested for cause.
 - Employees selected on a random basis, will be tested periodically.
 - Including all D.O.T. transportation positions will be tested periodically.
 - Employees will be tested where required by an owner, contract, or program.
 - Employees may be tested following lost-time accidents.
 - Employees may be tested where returning from a lengthy absence from duty.

This policy applies to all applicants and employees of NM Contracting, LLC and each employee will be given a copy of this policy.

Explanation of Terms – Legal & Illegal Drugs

- **Legal Drugs:** Legal drugs include alcohol, medications prescribed by a physician, and over-the-counter medications. NM Contracting, LLC prohibits the use or abuse of such drugs to the extent that job performance or fitness for duty is adversely affected. The employee shall notify their supervisor when taking prescribed medication or any medication that may interfere with job performance. Upon request, the employee shall furnish the Company with the physician's statement regarding the possible side effects of the medication.
- **Illegal Drugs:** Illegal drugs include those controlled substances under federal or state laws that are not authorized for sale, possession, or use. Legal drugs that are obtained or distributed illegally are also included in this category.

Selection Procedures in the Testing of Employees

- **For-Cause Testing:** Current employees may be asked to submit to a test if cause exists to indicate that their health or ability to perform work may be impaired. Factors that could establish cause include, but are not limited to:
 - Repeated failure to follow instructions or operating procedures.
 - Presence of substances in an employee's possession or near the employee's workplace.
 - Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances.
 - Unexplained and/or frequent absenteeism.
 - Personality changes or disorientation.
 - Arrest or conviction for violation of a criminal drug statute.



If the Company President or other authorized Company Official has a reasonable suspicion that an employee may be impaired or abusing substances, these findings and observations will be documented. Upon review and approval by the Company President, or Designated Official, the employee will be asked to consent to a test(s) and sign an Applicant/Employee Acknowledgement and Consent Form.

- **Random Testing:** All employees will be selected periodically for testing on a random basis
- **D.O.T Testing:** All transportation positions will be subject to drug testing. These positions include those requiring the operation of company vehicles weighing over 26,000 pounds or the hauling of hazardous material. A Medical Review Officer will review all results, as specified by D.O.T.
- **Post-Accident Testing:** All employees involved in reportable accidents may be drug tested for the use of controlled substances as soon as possible after the accident. Any employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide authorization for obtaining hospital records and other documents that would indicate whether there were any controlled substances being used by the employee, if required by the Company.
- **Return to Service/Post-Rehabilitation Testing:** Employees who return to service after an extended period of time away from employment with the Company will be required to submit to substance abuse training.
- **Other Testing Program:** In the event that other substance abuse testing is required, every effort will be made to coordinate new testing requirements with the Company's other drug testing provisions.

Disciplinary Action

- Any employee engaging in the use of alcohol or engaged in the use, possession, purchase, sale, or transfer of any illegal drugs while on Company property, work sites, or while on Company business will be disciplined up to, and including, termination and may be subject to criminal investigation and/or prosecution.
- Any employee who, as a result of any required or for cause drug testing or screening, is found to have detectable levels or identifiable trace quantities of a prohibited drug or substance in his/her system, regardless of when or where the drug or substance entered that person's system, will be considered in violation of this policy and will be subject to disciplinary action up to and including termination of employment.
- If prescription drugs were detected, the Company reserves the right to contact the individual's physician, or the Company officials may send the individual to the Company physician for verification and review of these drugs. All results of the tests will be kept confidential.
- If an employee is arrested for driving under the influence or for violation of a criminal drug statute, the employee must notify the Company in writing within five (5) days of the conviction. The Company President or Designated Official will thoroughly investigate all of the circumstances and will determine the best course of action to be undertaken. Not reporting the violation can subject the employee to possible termination. The employee will be taken out of driving status until the suspension has concluded.
- No part of this policy or any of the procedures is intended to affect the Company's right to manage its workplace. The Substance Abuse Program in no way creates an obligation or contract of employment. The Company reserves the right to alter or amend the program at any time in its sole discretion.
- To allow the Company some flexibility, alcohol beverages may be served at approved company functions or entertainment facilities when the Company President or Company senior management authorizes them.
- If any part of this policy is determined to be void or not enforceable under state or federal law, the remainder of the policy, to the extent possible, will remain in full force and effect.



Employee Acknowledgement & Consent Form

_____(Name), have had the Company's Substance Abuse Program reviewed and explained to me and have received a copy of the Company's Substance Abuse Policy. As a condition of employment, I will follow the Company's Substance Abuse Program.

I authorize NM Contracting, LLC to conduct a drug—screening test as a requirement of employment through their designated physician, clinic or laboratory.

I understand that refusal or failure to submit to a substance abuse test or a positive finding on any test shall be cause for possible termination from employment for failing to meet Company medical standards. Senior management may interview the employee with a positive test result for determination of the necessary action to be taken.

While employed, if I am involved in a job-related accident requiring medical treatment or involving damage to Company property, including, but not limited to, automobiles, trucks, and other equipment, I authorize the treating physician, medical facility, or laboratory facility to obtain a urine and blood sample which will be analyzed to detect the presence of alcohol, drugs, or other controlled substances. I authorize that the results of these tests be given to NM Contracting, LLC or any of its agents.

I release and hold harmless NM Contracting, LLC, the physician, laboratory, medical facility, and their employees or agents for the release of this information. A machine copy of this authorization and release shall have the same force and effect as the original.

I understand and agree to the above terms and conditions. I understand that the above in no way creates an obligation or contract of employment.

Company Witness

Applicant/Employee Signature

Date

Printed Name

Social Security Number

Date



NM Contracting, LLC
Consent & Release Form
(Applicant/Employee)

NM Contracting, LLC, hereinafter referred to as “Company”, has a policy against drug and alcohol abuse and reserves the right to screen its’ employees and applicants for employment as an enforcement measure in providing a safe, healthy, and productive working environment.

- By my signature below, I am freely and voluntarily agreeing and consenting to submit a personal specimen of urine and/or blood for chemical analysis and testing to determine or rule out the presence of illegal, abused, or prohibited drug/alcohol or substances in my body fluids.
- I hereby authorize the Company’s duly appointed collection facility, or Company and testing laboratory, and their personnel, to obtain, process, and test the specimen and to release the results of the analysis and test to the Company, or any of its’ agents for employment purpose. Said information will be handled as confidentially as is reasonably possible shared only on “need to know” basis.
- I understand a documented chain of custody exists to ensure the identity and integrity of my specimen throughout the collection and testing process.
- As an applicant, I understand that if I have a positive test or refuse to submit to this drug/alcohol screening analysis and test, this will constitute voluntary withdrawal of my application for employment and no further consideration shall be given. As an employee, I understand that if I have a positive test or refuse to submit to this drug/alcohol screening analysis and test, this will constitute a violation of Company policy and I will be subject to disciplinary action up to and including termination of employment. The following are the non-prescription legal drugs and drugs for which I have a prescription that I take routinely or have taken or ingested within the past thirty (30) days. (Please lists said drugs/medication and state dosages, frequency, and date last taken/ingested; if none, state “NONE”.)

Company Witness

Date

Applicant/Employee Signature

Printed Name

Social Security Number

Date



Hazardous Communication Program (HCP)

General

In order to comply with 29 CFR 1926.59, the following written Hazardous Communication Program (HCP) is to be implemented for personnel of NM Contracting, LLC. The original will be kept on file at the Company's main office. A Company Representative will be responsible for ensuring the program is current and enforced.

A copy of this program may be made available to all employees upon request. The Project Superintendent/Foreman will be contracted when a copy of the program is needed. The program will be updated when new chemicals or hazards are introduced into the working environment and reviewed annually. The Project Superintendent/Foreman will request the needed Safety Data Sheets on all jobsite chemicals from the appropriate suppliers and forward them to the main office.

Container Labeling

The Project Superintendent/Foreman will be responsible for all containers of hazardous chemicals entering the work site and will ensure that the chemical containers are properly labeled with:

- Chemical Name
- Hazard Warnings
- Name and address of the manufacturer, importer, or responsible party

No container(s) shall be used until they have been checked by the Project Superintendent. If the chemical is to be transferred to a separate container, the Project Superintendent will ensure that the new container is properly labeled; i.e., that all secondary containers are labeled with generic labels which have a block for identity and blocks for the hazard warning. For help with labeling, please contact your Project Superintendent/Foreman. He/She will review the labeling system annually and update as required.

When working in existing structures, the Project Superintendent will ensure that the pipe(s) are labeled and identified properly.

Safety Data Sheets (SDS)

The Project Superintendent will be responsible for obtaining and maintaining the SDS system for this Company. He/she will review incoming data sheets for new and significant health/safety information and will ensure that the new information is given to the affected employees. Copies of all SDS will be kept by this supervisor at the worksite and will be available to all employees upon request.

The SDS contains the following information:

- The physical and chemical characteristics of the chemical including vapor pressure, flash point, etc.
- The fire, explosion, and reactivity hazard(s) of the chemical mixture including the boiling point, flash point, and auto ignition temperature.
- Health hazards of the chemical mixture including signs and symptoms of exposure and medical conditions recognized as aggravated by exposure with primary route(s) of entry.
- Permissible exposure limit (PEL) or any other limit used or recommended by the manufacturer, importer, or employer.



- Whether on carcinogen listing (NTP) or found to be a potential carcinogen (IARC listing) or by OSHA.
- Control measures including fire, engineering, personal protective equipment.
- General precautions for safe handling and use including protective measures during repair and maintenance and procedures for clean-up of spills and leaks.
- Emergency and first aid procedures.
- Date prepared or changed.
- Name, address, & phone of manufacturer, importer, or responsible party to call in an emergency.

Employee Training & Information

- Before starting work, the respective Project Superintendent of a new employee will go over their copy of the HCP and any SDS applicable to their job. Depending on the jobsite, handouts or a video presentation may be utilized in the training.
- Before any new chemical is used, all employees will be informed of its use, will be instructed on safe use, and will be trained on hazards associated with the new chemical. All employees will attend additional training as appropriate to review the HCP and SDS.

The minimum orientation and training for a new employee is as follows:

- Review of the Global Harmonization System (GHS).
- An overview of the requirements contained in the Hazard Communication standard, 29 CFR 1926.59.
- Chemicals present in their workplace operations and office.
- Location and availability of the written HCP.
- Physical and health effects of the hazardous chemicals.
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
- How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
- Steps taken by the Company to lessen or prevent exposure to the chemicals listed on the inventory list.
- Emergency procedures to follow if exposed to any of the chemicals.
- Process to obtain an SDS.

Prior to a new chemical hazard being introduced into any section of the workplace, each employee will be given information and training as outlined above and/or as outlined on the attached Employee Training Guidelines by his/her immediate supervisor or the superintendent who is responsible for ensuring that SDS on the new chemical(s) are available prior to use.

After attending the training class, each employee will sign a form to verify that they attended the HCP training, that the written HCP was made available to review, and that he/she understands the HCP.

Before entering a work site, the Project Superintendent/Foreman will ascertain what hazards they may be exposed to and then take appropriate action to protect themselves. If the employee has any question about what protection they need, they will contact their supervisor/foreman immediately.



Non-Routine Tasks

Before any non-routine task is performed, employees shall be advised and/or they must contact their supervisor for special precautions to follow and the Project Superintendent shall inform any other personnel who could be exposed. No non-routine tasks are known to exist at the time of preparation of this program.

In the event such tasks are required, the Project Superintendent/Foreman will provide the following information about such activity as it relates to the specific chemicals expected to be encountered.

Other-Personnel Exposure (Contractors)

The Project Superintendent/Foreman will also be responsible for contacting each contractor before work is started to gather and disseminate any information concerning chemical hazards the contractor is bringing into the workplace, and vice versa.

Project: _____

Date: _____

[illegible]



Subcontractor/Supplier HCP Memorandum

To: _____

From: NM Contracting, LLC

Date: _____

Subject: Request for Safety Data Sheets (SDS)

Project: _____

The OSHA Hazard Communication Regulation requires all employees to be in compliance with the Hazardous Substance Communication Program. Each Subcontractor is an employer and should have their own Hazardous Communication Program. Each Subcontractor is to furnish NM Contracting, LLC with a copy of the HCP and a list of any hazardous substances. Each Supplier shall furnish NM Contracting, LLC with an SDS sheet no later than the time of delivery. Listed below is a list of items NM Contracting, LLC will need for our program at the above referenced jobsite.

Our HCP manual, list of hazardous substances, and SDS sheets is in the project office.



Certification of Information and Training Form

Project: _____

Date: _____

I, _____, certify that I have received written information and training from NM Contracting, LLC concerning Hazardous Substances.

I further understand that it is my responsibility to familiarize myself with the information therein and with the SDS of hazardous substances which my employer has indicated are being used on this jobsite.

(Company)

(Signature)



Procedures During Governmental Inspections

Workplace inspections may be made by one or more of the governmental agencies listed below:

- Occupational Safety and Health Administration (OSHA).
- Mine Safety and Health Administration (MSHA).
- Texas Workers' Compensation Commission.

When a representative of any of the above listed agencies appears at your workplace, you should follow the guidelines set out below as close as possible. OSHA and MSHA have established hard and fast rules for their compliance officers, their procedures will be used as a basis for our company response.

If you are a Supervisor and the compliance officer contacts you, get in contact with the Safety Director or Company President. Let them handle the matter. If they are not available, then follow the instructions set out below.

If you are a Project Supervisor, you should follow the procedure outlined below:

- Greet the Compliance Officer cordially.
- The compliance officer, should, at this time present credentials of identification and tell you the nature of his business. Should the compliance officer fail to present proper credentials of identification, he is in violation of Federal Regulations and we might have grounds to have any citation issued set aside.
- The compliance officer will advise you of the reason for his inspection. One of the three reasons should normally be given:
 - Scheduled Inspection.
 - Complaint (Referral).
 - Accident.

Or, they could be making a follow-up inspection to check out abatement if the job has been previously cited.

- Immediately after identification and statement of purpose of the visit by the compliance officer, the Supervisor should ask the officer to wait a few minutes while you call the Main Office.
- You should then call the Safety Director at the Main Office and advise him/her of who the compliance officer is and why the job is being inspected. The Safety Director will want to know the name of the officers and why the inspection is being conducted.

If the Safety Director is in, he/she will review key points with you in cases where it is possible, will come to the work site and assist you during the inspection. In the event he/she is out, contact your Division Manager or Resource Manager for assistance.

- Accompany the compliance officer on the walk around. Remember, you are the company spokesperson, so watch what you say.
- Under OSHA, MSHA, and State Plans, the compliance officer has the right during the inspection to interview in private any employee. You can inform the employee of his rights concerning making statements to the officer.
- During the inspection, listen to the officer's comments and/or criticisms and take detailed notes. You should take photographs of the same things the compliance officer takes.
- If violations of the OSHA and MSHA standards are cited and they can be corrected, then correct them immediately.



In some cases, they will insist that correction be made immediately. A spirit of cooperation should be exhibited at all times, but you should document by photo or witness any situation that you feel is correct prior to making any changes. If measurements are needed be sure to take them. Be sure to advise the Safety Director of this, as we may want to include it in our defense if a citation is issued.

- Feel free to discuss the alleged violation with the compliance officer, but do not argue with him regardless of how unreasonable the alleged violation may seem. Remember to take good notes.
- You have the right to call the Main Office and consult top management any time during the inspection. Always keep your Safety Director informed.
- The inspection will end with a closing conference at which time the compliance officer will go over the alleged violations and advise you of what citations will be issued, if any.
- Immediately after the compliance officer leaves the work site, another call should be made to the Company Official advising what violations were discussed. It may be necessary that some detail documentation be done at this time to assist in the determination of whether a contest of the citation will be required.

Remember, if you keep your workplace well policed and free of hazards, no citation will be issued. Should a citation be issued, we need all the facts in order to determine where we need to improve our Safety Program.



Emergency Action Plan

In the event of a crisis (injury, accident, or death), follow these procedures:

- Notify all necessary emergency services informing them of location of the accident, the number of people injured, and any apparent need of equipment to free victims.
- The Project Superintendent is the person in charge until and if relieved by a company official. Notify any Company Official plus the Safety Direction at the Main Office. A determination on who will be admitted to the project site will be made at that time.
- Have someone meet the EMS or other emergency services to direct them to the accident site.
- A Company Official and the Safety Director should proceed immediately to the scene.
- Emergency first aid must be administered immediately.
 - Ask the injured person if you may help them.
 - If they say “yes,” start administering first aid.
 - If they say “no,” monitor them until emergency personnel arrive.
 - If they are unconscious or pass out while awaiting emergency care and the need arises, permission to help is implied.
- Do NOT move the injured unless the individual is in immediate danger of further injury. When the emergency ambulance crew arrives assist the resume team, if necessary, in loading and removing the injured from the scene.
- Designated employees need to secure the area around the incident. Do not allow crowds or non-essential personnel gather around accident scene.
- The Superintendent shall ask any individuals who witnessed the accident to fill out a statement of what happened in their own words. Have witnesses answer the questions: Who, What, Where, When, and How did it happen. Do this in the first hour after the accident. Have them sign their names on the statement and date it.
- Tell everyone neither to make any statements to the media nor to discuss the incident among them. Direct the media to call the Company Main Office. If the Company President is not available, instruct them that a statement will be made after the Company has investigated the incident.
- Do not discuss the incident with anyone until an investigation can be made.
- If a camera is available, take pictures of the accident scene from different angles.
- Keep in mind that your emails and phone records may become evidence in the event of a claim or litigation.

In the case of a fire:

- Notify all necessary fire or other emergency services informing them of the location of the fire.
- Have someone meet the fire department to direct him/her to the scene.
- The Superintendent and Safety Director will proceed immediately to the scene.
- If trained, workers may fight the fire with the best means available, as long as it doesn't endanger any workers, until the Fire Department arrives. When they arrive, let them take over. If heavy smoke or fumes exist, evacuate all personnel from the area.
- Trained and designated employees need to secure the area around the incident. Do not allow crowds or non-essential personnel to gather around the accident site.
- It is our moral and legal responsibility to do whatever we can to put out the fire while it is small. In doing so, do not risk injury to yourself.

Do Not Fight Fires in Confined Spaces!



First Aid/Medical Procedures

The Company will provide first aid services and arrange for emergency transportation of employees who sustain occupational injuries or illness.

- First Aid Services
 - There should be available on all projects, a person trained in standard First Aid.
 - On some jobs, the Owner's first aid/medical facilities may be made available to us.
 - First aid supplies will be available to all employees for the treatment of work-related injuries and sudden illness.
 - Medical cases which require treatment beyond first aid will be referred to an offsite medical facility as determined by the severity of the injury or illness. Arrangements with the medical facilities, i.e. doctors, hospitals, etc. will be prearranged prior to startup of the project.
- Transportation, Non-Emergency
 - Non-emergency transportation shall be provided to a first aid station or to a designated physician. A vehicle shall be made available at all times.
- Transportation, Emergency
 - In a situation where the injured cannot be moved, the person on the job responsible for first aid will go to the location and administer first aid until the ambulance arrives.
 - The proper handling of injured or ill employees and their transportation to a hospital is of crucial importance.
 - The method of transportation to the hospital or first aid facility will be prearranged.
 - In all cases of injury or death, the Superintendent or their designee shall call the medical facility, if possible, while the ambulance is still en-route or certainly while the victim is still in the emergency facility to give them all the available information regarding the nature and the extent of the injury or illness.
- Injury Management
 - An employee who has sustained an on-the-job injury or illness may return to work provided that the attending physician has approved in writing and provided that the normally assigned job of that employee is still available and he/she meets any physical restrictions or limitations.
 - Employees who are given restrictions to their work may be permitted to return to work as long as there is work available to accommodate the restriction(s) imposed by the attending physician. A Return to Work agreement will need to be initiated in those cases.
 - **Blood Borne Pathogens:** This Company policy is to eliminate or minimize employee exposure to blood borne pathogens in the course of providing first aid treatment to injured employees by providing the proper equipment to protect and to clean any possible contaminated areas.



Accidents & Their Investigation

All accidents resulting in injury to either employees or to subcontractor or trade contractor employees must be investigated. All accidents resulting in property damage due to whatever cause must also be investigated. The investigation should begin immediately; obviously, first aid and care to injured persons must take precedence over investigation. Physical evidence must be preserved to the fullest extent possible. In accidents other than minor injuries that are easily treatable on the job, photographs should be taken of the accident and any equipment involved as soon as possible after the event.

- Statements from witnesses or people who have knowledge of the actual cause of the accident should be included in the investigation report. As soon as the injured is cared for, the Project Superintendent should provide to everyone who is involved or witnessed the incident, a piece of paper. Ask them to document what they saw and heard. They need to write the date, time of day, and sign their statements before giving it to the Project Supervisor. While they do that, the Superintendent and Project Manager or Safety Director will investigate the accident thoroughly, not attempting to assess blame. They will obtain facts, such as time of day, condition, weather, temperature, wind, and any other details that may prove useful. The purpose of this accident investigation is simply to obtain facts. Assessment of the source of the problem will happen at a later date.
- If a camera is available, take pictures of the accident scene from different angles.
- Information received from people at the scene may or may not be highly accurate. A variety of factors can color the facts and there may not be one single cause for any accident. Concentrate on the facts: find out “who, what, where, when, and how”. Following completion of the accident investigation, a written report must be made and placed in the job site accident file with copies sent to the Company Main Office.

It is much better to have a report that is never used than to not have a report when it is essential to defending the Company against liability and monetary loss. Remember: when in doubt, investigate and report.

- Make sure that any required forms, depending on the accident or injury are filled out and submitted to the Company’s Main Office in a timely manner.



Accident/Illness Records

Record keeping requirements for the job site are an indispensable part of the Company Safety Program and documents will be maintained as follows (Copies of the required forms are in the Sample Form Section of this manual):

- Employee's First Report Form (TWCC-1) Note: The TWCC-1 is for use in Texas only.
After any recordable injury on the job, the Superintendent will notify the Main Office of the injury so that a 1st Report of Injury form can be filled out.
- OSHA Form 300
The OSHA Form 300 for Recordable Injuries and Illnesses must be kept up-to-date and on file in the Main Office. The summary portion of the OSHA Form 300 will be completed and maintained at the Company Main Office by the designated personnel and it must be posted on the job site bulletin board during February 1 through April 30 of each year. It should then be placed in the job records.

Procedure

- Accidents should be reported to the Project Superintendent and Safety Director immediately by the injured employee or, if this person is unable to report, by any employee witnessing the accident or the results of the accident.
- If immediate medical attention is required, that should be taken care of first. If immediate care is not required, the Superintendent/Foreman should immediately obtain all pertinent information and fill out the Employee's First Report of Injury form while it is still fresh on his/her own mind and that any of the witnesses or the injured person.
- In addition to filling out the injury report, the Supervisor will promptly telephone the Company Main Office and report the accident, in order that any approvals needed for medical attention can be expedited. The accident report must be sent to the Main Office by the end of the next work day.
- The Occupational Safety and Health Act states that each employer shall maintain a log of recordable occupational injuries and illnesses (OSHA Form 300). This means that the Superintendent must record the name and pertinent details for any employee (or visitor) who receives medical treatment, suffers loss of consciousness, or is restricted in work or motion due to an injury.
- At the beginning of each job, and at the beginning of each year, these forms are dispensed to all projects. This log must be maintained on the job and posed on the bulletin boards as required. The log must be available for review during any OSHA Inspection. Assistance can be obtained from the Company Main Office in the proper procedure for maintaining this record.
- A doctor's release is required to be on file before the injured employee can return to work. Should an employee be put back to work without a doctor's authorization, the Company will be in violation of State Law.



Jobsite Security/Crime Prevention Policy

Policy

- Security of people, office, and property on all Company projects and offices must be considered and planned for prior to start of construction. Prevention from harm and prevention of loss of equipment, supplies, or in-place construction through theft or vandalism is vital to the success of all projects and the Company.
- Implementation of job site security measures will be the responsibility of the Project Superintendent. The guidelines stated below are to be used as an aid in the development of an effective security program for each Company project.

Preamble

The need for security varies with the geographical location of the jobsite, existing security provided by owners, and the stage of construction. Consideration and planning must be given to this aspect of the construction operation. As conditions change, so much the security plan.

Construction Site

- It may be required under certain conditions that either a full-time or after-hour guard service is provided at the construction site. The guard's responsibilities will include controlling access to the project, parking, after-hours security, and material delivery and assist any police agency in case of an incident.
- In the absence of a full-time guard service after working hours, a silent remote reporting alarm may be provided. A licensed security and alarm service company would install the system. It will detect noise, motion, or entry within the office and report, over a dedicated telephone line, to the alarm company which will, in turn, contact the police.
- Phone numbers to contact responsible Company personnel in the event of an emergency shall be displayed in such a way as to be visible to security or police personnel from outside the trailer or else formally made available to the alarm company and the police.
- All computers, calculators, typewriters, other office equipment and small tools, etc. shall be inventoried. This shall include a description and appropriate serial numbers. Tools shall be engraved or marked with identification.
- Outside lighting should be provided to illuminate the parking areas, materials storage areas, and, if feasible, the area under construction.
- All tools and storage trailers and sheds shall be locked after normal working hours.
- All master and extra keys are to be kept in a locked cabinet or container and under the control of the Project Superintendent.



Jobsite

- The jobsite may be totally enclosed with a fence, equipped with vehicle and personnel gates.
- Appropriate signs stating, “Access is limited to construction personnel only. All visitors must report to the Company’s Office” and “Hard Hat Area, and Safety Eye Wear Protection Required” shall be prominently displayed on the fence.
- Parking for construction personnel shall be in any area so as not to interfere with normal construction activities.
- Adequate area lighting shall be provided to illuminate all parking, storage, office, and construction areas.
- All stored materials shall be kept in a secure location – either inside a locked storage trailer, inside the building in a secure area, or in a well-lighted location.

Procedures for Jobsite Theft and Vandalism

- Prevention Action
 - Request regular checks of your site by the police.
 - Identify the property lines with “Reward” signs and “No Trespassing” signs.
 - Enclose the area in fence, if possible. **Lock the gates, trailers, and tool boxes each night. Chain down small toolboxes and equipment.**
 - Mark all tools and equipment with your company insignia.
 - Keep records of serial numbers on all tools and equipment.
 - Light job sites, access roads, gates, and entrances.
 - Require adequate locks on all new equipment you purchase.
 - Lock all cabs, filler caps, engine compartments, etc. of heavy equipment.
- When Theft or Vandalism Occurs
 - **Report All Theft to Police.** Be specific, including serial numbers, model numbers, color, and size. Give all details to the police and to the Main Office. No theft is too small to report.



Personal Protection Equipment

General

Personal Protective Equipment will not prevent an incident. It will, however, offer a significant amount of protection to a worker and reduce the effect of an incident as long as it is used properly and consistently.

The Superintendent's job is to recognize the need for and monitor the use of protective gear.

- Hard hats shall be worn by all workers on a jobsite that meet or exceed the standard.
- Safety glasses shall be available for use by employees when needed.
- Safety harnesses and lanyards for work in exposed and elevated locations.
- Anchor points, lifelines, and rope grabs for elevated work.
- Respiratory equipment as dictated by hazard.
- Goggles.
- Hearing protection.
- Cutting goggles for cutting operations.
- Welding hoods, lens, gloves, jackets, and sleeves for welding operations.
- Full-face shields for grinding, chipping, etc.
- Traffic safety vests.
- Gloves as dictated by hazard and operation.

Head Protection

- All hard hats shall meet ANSI standard Z89.2-1971. Metal hard hats will NOT be worn.
- Hard hats are to be worn when an overhead hazard exists or the ceiling is less than 84 inches high.
- Hard hats should never be worn on top of everyday hats and caps. For cold climates, winter liners may be used.
- Adjustment to the sweatband should be snug enough to stay on when the wearer leans over, looks up, or a strong wind gust blows. The hat should not be so tight that it leaves the band mark on the forehead.
- Never attempt to repair a damaged or cracked shell. Damaged hats are to be replaced immediately.
- Drilling holes into the hat for any reason destroys the rated strength and is prohibited. Painting of the hat is prohibited.

Foot Protection

- Employees are required to wear sturdy work boots which will provide adequate protection against injury to the feet. Tennis shoes, running shoes, sandals, light canvas shoes, etc. are not allowed for wear in construction areas.
- Employees are expected to purchase and wear work boots or shoes with soles that are resistant to penetration and upper parts that offer ankle protection. Some job sites may require the wearing of steel toe safety boots and employees will be expected to comply.



Safety Eyewear

- All commercial quality safety eyewear will meet the ANSI standard Z87.1 requirements. If prescription glasses are needed, the company may assist in providing a pair of prescription safety glasses.
- Safety eyewear should be worn on all construction sites. Safety eyewear and a face shield shall be worn when specific duties such as grinding, chipping, or any other task that might result in chips, sparks, or a danger to the face.

Safety Harnesses, Lanyards, & Lifelines

- Fall protection, as required by OSHA/MSHA and the Company Safety Manual, shall be provided for employees.
- During new-hire orientation and re-emphasized during safety meetings, each employee shall be made aware of the Company's policy to wear safety harnesses when the location and work dictates. This policy is to be strictly enforced.
- Any employee whose work places them outside a protected area without guardrails or work is to be performed on suspended scaffolds or any working surface where they may be subject to a fall of 6 ft or more, shall be secured by a safety harness, lanyard, and lifelines as needed.
- Lifelines shall be secured to a point above operations capable to withstanding a minimum of 5,000 pounds dead weight.
- Safety harnesses, lanyards, lifelines, and associated hardware shall be inspected before each use for wear and possible damage. If this equipment is subjected to in-service loading (an actual fall situation), it is to be removed immediately from service. Periodic inspections of all harnesses, lanyards, lifelines, and associated equipment that have been kept in storage shall be completed to reveal any damage or deterioration that may have occurred. This inspection should be documented for all harnesses, lanyards, and lifelines. It shall include: date of inspection, condition of equipment, and the serial number of each item.

Hearing Protection

- Employees exposed to noise levels in excess of the Occupational Exposure Limit of 85 dBA (higher levels for short periods of exposure) should have hearing protection.
- The 2 types of hearing protection available to reduce the exposure to excess noise levels are:
 - Ear plugs (in most instances are acceptable hearing protection).
 - Earmuffs (may be added in very high noise areas).
- Employees are to be informed of the hazards associated with exposure to excess noise energy and the purpose and limitations of protective hearing devices. The use of protective hearing equipment is mandatory in high noise areas.

Respiratory Protection

- Respiratory equipment will be provided for any employee who is or may be exposed to hazardous concentrations of gases, dust, fume, or vapors. Workers shall wear respiratory equipment when necessary to protect them from harmful concentrations.
- All employees who wear respiratory equipment (except dust masks that are voluntary) must have a medical evaluation and complete the OSHA Respiratory Questionnaire. They must also receive a fit test for the equipment they are wearing.



- Works should not be assigned tasks requiring the use of respiratory equipment unless it has been determined that they are physically able to perform the work and properly use the respiratory equipment.
- The Superintendent shall maintain appropriate surveillance of the work area conditions for employee exposure and job effectiveness.
- Where practical, respiratory equipment is to be assigned to individual workers for their exclusive use.
- Wearing of contact lenses when using respiratory equipment is prohibited.
- Workers shall use the respiratory equipment provided in accordance with the manufacturer's instructions. Projects that require the use of such equipment and are specific to a particular subcontractor, said subcontractor shall provide the respiratory equipment, training, and maintenance of the respiratory equipment.
- Employees who have beards, goatees, sideburns, or any other facial hair, which prevents a good seal of the respirator, will not be permitted to work in conditions requiring respirators.

Traffic Safety Vests

- Traffic Safety Vests (approved design and color) will be worn whenever employees are working around any vehicular traffic, such as working on or near public roadways adjacent to work areas.



Housekeeping & General Safety Requirements

General

The following guidelines have been developed to reduce jobsite hazards and to minimize accidents, injuries, and property damage. Site cleanliness and good housekeeping is one of the key elements in maintaining a productive and safe project. Employees conduct and work practices are equally important factors. The following shall apply to all NM Contracting, LLC projects.

- It is the responsibility of each employee of NM Contracting, LLC and all subcontractors to keep their areas of the site free of trash and debris. Clean up should be conducted on a daily basis and debris stockpile areas or disposal containers should be provided and located to meet specific project requirements.
- Certain areas of the project may be designated for eating and smoking and will require regular clean up.
- All roadways, emergency lanes, building entrances, and exists should be clearly marked up maintained clean and free of obstruction.
- Horseplay, fighting, gambling, or malicious mischief will not be tolerated and shall be cause for immediate dismissal.



Respiratory Protection

In order to limit possible hazardous chemical exposures, this company has established a program to ensure that workers are protected from those products. According to OSHA regulation, each employer is required to monitor the concentrations of each contaminant in the workplace against the maximum permissible concentration allowed. Items which need monitoring include: harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors causing occupational diseases.

Respiratory Protection Program

- This written program governs the selection and use of respirators by employees of NM Contracting, LLC and subcontractors. It shall be the responsibility of the subcontractor to comply with the OSHA standard covering respiratory protection for their workers under circumstances that warrant respiratory protection.
- All employees who wear respiratory equipment (except dust masks that are voluntary) must have a medical evaluation and complete the OSHA Respiratory Questionnaire. They must also receive a fit test for the equipment they are wearing.
- Respirators will be selected on the basis of hazards to which the worker is exposed and shall be a type approved by ANSI.
- The workers shall be instructed and trained in the proper use of respirators, their limitations, and maintenance as required.
- The Project Superintendent will be responsible for monitoring conditions of all workers on a project to ensure compliance with the respiratory protection program.

Respirator Selection

- Respirators are selected and approved by the appropriate contractor/subcontractor. The selection is based upon the physical and chemical properties of the air contaminants and the concentration level likely to be encountered by the worker.
- Respirators should be chosen according to the guidance of ANSI Z88.2-1969, Standard Practices for Respiratory Protection, and to the air contaminant that the worker may be exposed to.

Employee Training

NM Contracting, LLC requires that any of their employees or employees of subcontractor that are required to use some type of respiratory protection other than the occasional use of a dust mask be trained in the proper use of the respirator, their limitations, and maintenance. All training shall be documented in accordance with the OSHA standard. Training will include, but not limited to:

- | | |
|---|-------------------------------------|
| • Types & Description of Respirators | • Emergency Response Procedures |
| • Selection, Intended Use, & Limitations of Respirators | • Confined Space Procedures |
| • Fit Testing | • Cleaning & Maintenance Procedures |
| • Inspection & Maintenance Requirements | • Documentation of Training |

Contractor Responsibility

The Project Superintendent shall have the authority to require respiratory protection for any worker on the jobsite when it is determined that conditions warrant respiratory protection. Any worker refusing to comply with this requirement shall be caused to be removed from the jobsite.



Sanitation, Drinking Water, & Illumination

Sanitation

- An adequate number of portable toilet facilities should be provided throughout the project, in accordance with OSHA requirements.
- Proper hand washing facilities must be provided for all employees who work with paints, coating, concrete, and other materials that may harm the skin.

Drinking Water

- An adequate amount of portable drinking water shall be provided by each contractor/subcontractor for their employees. Drinking water containers shall be clearly marked. Single service paper cups shall also be provided by each drinking container, which shall be kept in a sanitary dispenser. A trash bucket should be provided near each drinking water container. The use of a single common drinking cup shall be prohibited at all times.
- Non-portable water (water not suited for consumption) shall be clearly marked.

Illumination

- All areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where work is in progress shall be lighted with either natural or artificial illumination.
- The minimum illumination requirement for general construction areas shall be in accordance with OSHA standards.



Confined Space Entry

Employees and subcontractors of NM Contracting, LLC shall not enter a confined space until the following requirements are met:

- Hazards are identified and evaluated.
- Workers entering the space are trained on confined space hazards and entry procedures.
- Workers entering the space are identified and made aware of possible hazards that may be encountered on that particular job.
- Appropriate danger signs have been posted.
- Proper personal protective equipment has been selected and issued to affected employees.

If a confined space is not entered because one of the conditions mentioned above has not been met, the confined space will be restricted to employees and others by erecting barriers, installing locks, and/or posting warning signs until requirements have been met.

Our policy is to reduce the need for confined space entry and eliminate if possible. All confined space hazards in order to reclassify permit-required confined spaces to non-permit required confined spaces. When confined space entry is necessary, all provisions of this document are to be followed.

Confined Space Definition

A confined space means a space that: 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit; and 3) is not designed for continuous human occupancy. Examples of confined spaces include but are not limited to storage tanks, process vessels, bins, silos, boilers, ventilation or exhaust ducts, sewers, pipe chassis, underground utility vaults, tunnels, and pipelines.

A permit-required confined space means a confined space that either: 1) contains or has the potential to contain a hazardous atmosphere, 2) contains a material that has the potential for engulfing an entrant, 3) has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contains any other serious safety or health hazard.

Responsibility

It is the responsibility of all trade supervisors and workmen to identify a confined work space and work with GC to determine the need for confined space entry procedures where toxic or hazardous conditions may exist in a particular work area. Such procedures shall include, but are not limited to a permit system, lockout/tagout procedures, illumination and tools, personal protective equipment, instrumentation (gas monitoring devices), signs and barricades, standby attendant, retrieval equipment, emergency plan, and training. Any subcontractor that is planning to work in a confined space shall provide said employees with the proper equipment needed to enter/exit the confined space and work safely in accordance with OSHA standards.

If a permit-required confined space is identified, the Project Superintendent shall notify the Project Manager to ensure proper safety procedures are planned, reviewed, and implemented. At the minimum, it will require the subcontractor to prepare a "site-specific safety plan" to specifically address the proposed procedures for working in the permit-required confined space. The safety plan shall be reviewed and approved by the Project Manager PRIOR to proceeding with any work in the permit-required confined space.



Barricades, Hole Covers, Signs, & Signals

Barricades

- Use of Barricades
 - Anyone who creates a hole or opening is responsible for having it properly barricaded, marked, and/or covered.

Required around most excavations, holes or openings in floor or roof areas, edges of roofs and elevated platforms, around certain types of overhead work, and wherever necessary to warn people against falling in, through, or off.
- Erection of Barricades
 - Must be 42 inches high, square, and level.
 - Keep 6-ft back from edge of excavations, holes platforms, and roofs unless a protective barricade is used.
 - Erect before the hole is cut and extend as the excavation progresses.
 - Numerous excavations in one area may be barricaded effectively by erecting a barricade around the general area.
 - Blinking lights must be used on roadblocks after dark.
 - Leave an entrance, opening, or gate where practical.
 - Must be constantly maintained erect and square.
- Types
 - **Warning:** These call your attention to a hazard but offer no physical protection. Example, yellow synthetic tape strung along posts or lathe.
 - **Protective:** These warn as well as provide physical protection from falling. Example: Wood posts and rail, cable, and wood post chain. These form a rigid standard 42-inch top rail and 21-inch mid-rail.

Hole Covers

- Use of Hole Covers

All holes or openings through floors or decking at all elevations must be provided with hole covers or barricades immediately. Do not store or even set temporarily, material or equipment, on a hole cover.
- Placement of Hole Covers
 - Must have a sign reading, “WARNING – TEMPORARY HOLE COVER – DO NOT REMOVE UNLESS AUTHORIZED” or be otherwise identified.
 - Must be cleated, wired, or otherwise secured so it cannot slip sideways or horizontally beyond the hole.
 - Must extend adequately beyond the edge of the hole.



- **Materials**
 - When foot traffic is the only load expected on the cover, $\frac{3}{4}$ -inch plywood may be used, provided one dimension of the opening is less than 18 inches; otherwise, 2-inch lumber or double $\frac{3}{4}$ -inch plywood is required. When equipment loads are expected, 1-inch steel plate or even greater may be required to furnish the necessary strength of material (four times the heaviest possible load).

Signs & Signals

- **Visibility**
 - All warning signs and lighted signals must be placed where they can be seen and easily read. Colors are important!
 - Red backgrounds are intended to relay high danger message.
 - Yellow backgrounds are to warn people that exposure to the hazard is possible if entry into the area is necessary.
 - Green backgrounds indicate the maximum safety for the area has been created and only normal precautions are necessary.
 - Blue letters on White backgrounds are intended to inform people of the safety requirements for that area. Letters must be large enough to be legible from a safe distance.
- **Warning Tape**
 - Red tape surrounds high hazard areas to inform everyone, except the work crew, to stay out of that area.
 - Yellow tape surrounds medium hazard areas to inform others who must pass through the area that they should identify the hazard and take necessary precautions before entering.
 - Where warning tape is used to identify a fall exposure hazard (edge of a trench or opening in a floor), the tape must be placed at least 6-ft back from the edge of the hazard.
- **Traffic Control Paddles & Flags**
 - Paddles shall be octagonal in shape. One side shall be Red with the word "STOP" printed on it and the other side shall be Yellow with the word "SLOW" printed on it. Traffic control workers are to place themselves where they can be easily seen, but they should not be required to stand in any roadway. They should be placed far enough in front of the work zone to allow traffic to come to a safe stop before entering the zone. Where one open traffic land will have to allow two directions of travel, traffic control workers shall be provided with radios to coordinate the alternate stopping of each line of vehicle. Flags shall be 24-inch square mounted on a durable shaft and of an acceptable Orange color for traffic control devices.



Excavation & Trench Protection

General

For the purposes of definition all trenches will be considered as excavations (but the reverse is not always true for all OSHA standards). On any project where excavations are planned, an engineered excavation protection plan may be on file at the jobsite and followed for all excavations. Exceptions will be where the excavation can follow the OSHA guidelines under regular 29 CFR 1926.650 through 1926.653 or tabulated from tables or charts approved by a professional engineer.

Underground Utilities

Underground installations such as sewer, water, telephone, gas, fuel, and electrical utilities will be located prior to any excavation work. Use the One Call to Dig System. When utility companies fail to respond within 48 hours to a request to locate underground utility installations or cannot establish the exact location of these installations, the excavation can proceed with caution. These installations will be protected, supported, or removed as necessary to safeguard all employees.

Access to Excavations

Access will be provided to all excavations 4 ft or deeper through the use of ramps, ladders, or stairs. Ladders will be placed such that employees will not have to travel more than 25 ft to the nearest ladder.

Vehicle Traffic

All employees exposed to vehicle traffic will be required to wear warning vests that are of high visibility material.

Equipment Hazards

No employee will be permitted underneath loads handled by lifting or digging equipment. When mobile equipment is operated adjacent to an excavation or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system will be utilized. Barricades, hand/mechanical signals, or stop logs may be used for this purpose.

Hazardous Atmospheres

Where hazardous atmospheres may exist in an excavation greater than 4 ft, the atmosphere shall be tested before employees enter the excavation. Adequate precaution shall be taken or provide ventilation to prevent exposure in atmospheres of less than 19.5% oxygen or other hazardous substances and atmospheres having in excess of 10% of the lower explosive limit of the gas. Testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

Since any excavation may also be considered a confined space, confined space entry procedures shall be in place and observed.



Water Accumulation

No employee will be allowed to work where accumulated water exist unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation, i.e. support or shield systems to protect from cave-ins, water removal to control incoming water, or use of a safety harness and lifelines. Water removing equipment will be monitored by the competent person to ensure proper operation. Excavations subject to water runoff from heavy rains will require inspection by the competent person after each rain.

Stability of Adjacent Structures

Adjoining buildings, wall, or other structures where the excavation operation endangers personnel and equipment, support systems will be incorporated. Shoring, bracing, or underpinning shall be provided to stabilize the structures.

Excavation below the level of the base or footing of any foundation or retaining wall shall not be permitted unless:

- A support system is provided for stability and protection of employees.
- Excavation is in stable rock.
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard.
- A registered professional engineer has determined that the structure is sufficiently removed from excavation so as to be unaffected by the excavation activity.

Sidewalks, pavements, and any other structure shall not be undermined unless a support system or method of protection is provided to protect it from collapse. All surface encumbrances are to be supported or removed to eliminate any potential hazard.

Loose Soil or Rock

Adequate protection will be provided to retain any loose rock or soil, which could fall on an employee. Soil from the excavation will be stored at a minimum of 2 ft from the edge of the excavation, or a retaining system will be erected to contain the soil.

Inspections

The competent person will make daily inspections of excavations, the adjacent area, and protection systems for evidence of possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. Inspections will be done before work begins each shift, after any storm, or after other hazard-increasing occurrences. Where evidence of a situation exists where a cave-in, failure of equipment, or hazardous atmosphere may occur, the necessary precaution will be taken. Documentation of the inspection of the excavation is required.

Fall Protection

Where employees or equipment are required or permitted to cross over excavations, walkways, or bridges with standard guardrails will be erected. Adequate physical barrier protection will be provided at all remotely located excavations. All operations, when completed, will be backfilled as soon as possible.



Employee Protection Systems

Employees will be protected from cave-ins by of the following conditions:

- The excavation is in stable rock.
- Excavations that are less than 5 ft in depth and an examination of the ground by the competent person revised no potential cave-in.
- A protective system is designed to support the anticipated load capabilities without failure.
- Benching or sloping of the ground is incorporated for the various types of soil based on the OSHA standards for Type A, B, and C soils.
- Other benching, sloping, or support systems may be utilized if a registered professional engineer designs them.
- All excavations over 20 ft in depth will be required to be designed by a Registered Professional Engineer.
- Manufactured support systems, or shield systems can be used if they are designed and built to the manufacturer's specifications and the equipment is not modified in any way.
- All protective systems will be erected such that employees will be protected at all times. Removal of shoring equipment shall be from the bottom up and the inverse for installation. Backfilling will progress as the support systems are removed.



Low-Voltage Electrical Safety

General

NM Contracting, LLC and any subcontractors must choose one or both of the following options for workplace safety from electrical injury in addition to all other requirements for equipment grounding and other regulations:

- Ground Fault Circuit Interrupters (GFCI's).
- Assured Equipment Grounding Conductor Program.

Ground Fault Circuit Interrupters (GFCI)

- These GFCI requirements pertain only to the use of temporary wiring on construction sites. They do not apply to the permanent wiring of the building or structure, except when such wiring is in kitchens or other wet areas.
- If GFCI's are not used on construction sites or in the shop, then the "Assured Equipment Ground Conductor Inspection Program" MUST be used.
- Because one-tenth (0.10) amp of electricity flowing through the human body for two seconds can cause death, any active electrical receptacle can pose a potentially lethal hazard.
- Electrical hazards in areas exposed to weather or the use of electrical tools and equipment on wet or damp floors, the use of GFCI will be used.

Assured Equipment Grounding Conductor Program (AEGCP)

Contractor and subcontractor must establish and implement an Assured Equipment Grounding Conductor Program (AEGCP) on the work site covering all cord sets, receptacles that not part of the permanent wiring of the building/structure, and equipment connected by cord and plug which are available for use or used by employees and required to be grounded.

- The project superintendent will insure that all electrical equipment, cords, plugs, and receptacles are in compliance with the program.
- Each cord set, attachment cap, plug and receptacle of cord sets, and any equipment connected by cord and plug, except cord sets and receptacles which are fixed and not exposed to damage, must be visually inspected before each day's use. They are to be checked for external (visible) defects such as deformed or missing ground pins or insulation damage, and for indication of possible internal damage. Equipment found damaged or defective is not to be used until repaired and shall be tagged as unusable before removal from the construction site.
- Electrical equipment, cord, etc. shall be tested periodically for continuity using an appropriate testing device.
- All contractors are prohibited from using (or not make available) and equipment that does not meet the requirements of the AEGCP to employees.
- The required tests must be recorded. This record may be kept by means of color-coding or other effective means and be kept up to date.
- Subcontractors must identify their program and follow the OSHA requirements for that program.



Temporary Electrical Power

- All temporary electrical power installed by an electrical contractor on a construction jobsite shall be in accordance with the OSHA standards.
- All electrical panels shall be equipped with an adequate number of breakers and GFCI plugs.
- The main power cable from the power supply to the electrical panel shall be of a gauge that meets or exceeds any local, state, or federal code, regulation or standard.
- The electrical contractor on the construction jobsite shall maintain said temporary electrical power at all times.

Lockout/Tagout Procedures

Any contractor/subcontractor shall utilize lockout/tagout procedures when working on electrical equipment that has been energized to prevent the accidental engaging of any electrical breaker and to prevent the electrical injury to any worker.



High-Voltage Safety

General

Work performed near energized equipment that contains or produces more than 600 amps or 12,000 volts of electricity will only be done by qualified contractors. All transformers and breaker panels should have at least 6 ft of clearance when the covers are closed. When the covers are open, only electricians should be allowed within 10 ft (or more depending on the size of the load).

Isolation

Work on or around energized equipment requires special grounding measures to be put into place prior to start of work operations. Signage and barrier tape should be set up around safe perimeters to keep other workers from entering any exposure zones.

Personal Protective Equipment

In addition to normal protective equipment, workers may be required to wear additional non-combustible coveralls and non-conductive gloves. A safe watch worker may stay near the primary worker equipped with a grounding rod that can be stabbed into the equipment to divert the grounding path if the primary worker should come into contact with the electrical load.

Fire Protection

A fire extinguisher (20-pound ABC) shall be stationed in the vicinity of the worker to prevent a flash or explosion from igniting any materials near the work. No combustible materials are to be stored within 20 ft of high-voltage equipment.



Fire Protection

Policy Statement

During the construction phase of any project, there is a much greater possibility of a fire than in a structure that has been completed and placed into service. This is partly due to the accumulation of scrap lumber, packing, wrapping, and other combustible refuse. In addition, the use of cutting, grinding, welding, temporary lighting, heaters, etc. present the potential for extensive loss due to fire. Lack of operating detection and sprinkler systems increase the risk of loss from a fire.

Fire Fighting Equipment

- The project shall be responsible for the development of a fire protection program as it applies to each specific jobsite. Each phase of the project shall be provided for.
- Access to all firefighting equipment and egress shall be mandatory at all times.
- Operational capabilities of firefighting equipment and control of egress shall be managed at all times.
- All firefighting equipment shall be regularly inspected and maintained. Monthly inspections are to be done as a bare minimum. Defective or discharged equipment shall be immediately replaced and tagged "OUT OF SERVICE."
- During welding, cutting, or grinding operations, there shall be a fire extinguisher with at least a 10B rating in close proximity.
- Fire extinguishers used to protect areas involving welding, cutting, or grinding shall be checked daily prior to start of operation.
- Unless a temporary or permanent water supply of sufficient volume, duration and pressure to properly operate the firefighting equipment is available, fire extinguishers will be used as noted above.
- A portable fire extinguisher, rated at not less than 2A, shall be provided for each 3,000 SF of the protected area. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 75 ft.
- One or more fire extinguishers rated at not less than 2A shall be provided on each floor. As a minimum, fire extinguishers shall be located next to stairways in multi-story buildings.
- Where more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the jobsite, a fire extinguisher rated at not less than 20B shall be provided at a distance of between 25 and 75 ft.
- Portable fire extinguishers shall be inspected and maintained in accordance with NFPA codes or the local authority having jurisdiction.
- As soon as a fire hazard becomes apparent or when an operation is planned with a known risk associated, proper equipment must be put into place.



Fire Prevention

- All employees shall be made familiar with the use of fire extinguishers.
- Smoking shall be prohibited in the vicinity of operations that constitute a fire hazard, and shall be conspicuously posted: “NO SMOKING OR OPEN FLAME”
- Areas where cutting and welding are performed shall be kept clean, and any accumulation of trash, rags, etc. shall be removed. Consideration should be given to the distance that sparks or slag can travel.
- When practical, objects to be welded, cut, or heated should be moved to a safe location. If this cannot be accomplished and if all the fire hazards cannot be removed, appropriate steps shall be taken to confine the heat, sparks, slag, etc.
- When welding, cutting, or grinding operations are to be performed above gratings, decks, or near floor or wall openings, a non-combustible covering shall be placed over deck or openings. Care shall be taken to direct the stream of slag or cutting away from any opening in floor or wall. Do not allow large pieces of hot slag to remain on surfaces long enough to cause combustion or damage.
- Sparks and slag must be contained in congested work areas. When it is impossible to contain sparks and slag, the danger must be surrounded with barrier warning tape.
- Equipment that has an open flame must always be attended by a knowledgeable person.
- Store flammable liquids in approved safety containers (not plastic). Keep such containers in an approved flammable cabinet.
- Electrical wiring or repairs are to be in accord with code.
- Fuel, oil, grease, and any flammable materials spill shall be cleaned up immediately.
- Accumulations of trash, scrap lumber, packing and other debris are to be cleaned up regularly.
 - Provisions are to be made for the removal and disposal of garbage and debris from the jobsite.
- Open fires are PROHIBITED.
- Obey all signs that warn against smoking and open flames (where fire or explosion hazards exist).

Recommended Fire Extinguisher Schedule		
Location	Type	Number Required
Construction Vehicles	5B	One each
Field Offices	2A	One each
Materials storage vans/trailers	2A	One each (post outside daily)
Other buildings or structures	2A	One per 3,000 SF (but greater than 100 ft to reach any spot)
Flammable liquid storage areas or bulk storage areas	20B	One per area (25 to 75 ft)
Work operation involving flammable liquid or gas	10B	One each (within 30 ft)



Flammable Liquid Storage

Storage Vessels

Aboveground storage of flammable liquids (gasoline or diesel) in:

- Skid Tanks
- Overhead Tanks
- Trailer-Mounted Tanks

Requirements

- Check with the local authorities for existing ordinances covering the aboveground storage of flammable liquids.
- All fuel tanks shall be located at least 20 ft from any type of building.
- Two or more fuel tanks, grouped together, having a combined capacity in excess of 2,200 gallons, shall be separated by a 5-ft clear area.
- All fuel tanks shall be vented.
- Vent pipes shall be at least as large as the filling or withdrawal connection, whichever is larger, but in no case less 1 ¼" nominal inside diameter.
- Where the vent pipe, with vent pipe outlet installed on top, is adjacent to buildings or highly traveled areas, there shall be a minimum of 12-ft above the building or adjacent ground level.
- The vent pipe outlet shall be constructed to include a flame arrestor and be able to discharge the flammable vapors upward and horizontally away from the adjacent area.
- Vent outlets shall be located so that the flammable vapors will not be trapped by eaves or other obstructions and shall be at least 5 ft from building openings.
- All aboveground storage tanks shall be marked with the appropriate hazardous materials and/or NPFA place cards.
- All tanks equipped with small pump engines shall be:
 - Provided with a flame/spark shield between the tank and the engine that is constructed of a non-combustible material.
 - Inspected regularly to make sure that the muffler and spark plug wire are not defective and that there are not any fuel leaks. If there are any defects, they shall be repaired or replaced as soon as possible.
- All fuel dispensing hoses shall be provided with a bonding wire that shall be permanently attached to the fuel tank and hose. Some hoses have the wire bonded internally within the hose and to its end connections. This is acceptable.



Vehicles & Heavy Equipment

Equipment

- General Requirements
 - All equipment left unattended during periods when no one is on the jobsite will be secured by appropriate means to prevent the intentional or non-intentional operation of said equipment.
 - A safety tire rack, cage, or equivalent protection shall be provided and used when inflating, mounting, or dismounting tires installed on split rims equipped with locking rings or similar devices.
- Maintenance Procedures
 - Bulldozer and scraper blades, sand loader buckets, dump bodies, and similar equipment shall be either fully lowered or blocked when being repaired or when not in use. All controls shall be in a neutral position with the motor stopped and brakes set unless work being performed requires otherwise.
 - Parked equipment shall be chocked and parking brakes set. The controls shall be set according to manufacturer's recommendations.
 - All cab glass shall be safety glass or equivalent that introduces no visible distortion affecting the safe operation of any machine. Cracked and broken glass shall be replaced.
 - Windshield wiper blades will be in good condition at all times.
- Material Handling
 - Earth-Moving Equipment
 - These rules apply to the following types of earth-moving equipment: scrapers, loaders, track-driven or rubber tire tractors, bulldozers, off-highway trucks, graders, agricultural and industrial tractors, and similar equipment.
 - Seat Belts
 - Seat belts shall be provided on all equipment that is equipped from the manufacturer.
 - Seat belts need not be provided for equipment that is designed only for stand-up operation.
 - While operating equipment, seat belts are required to be worn.
 - Brakes
 - All earth-moving, concrete pumps, and crane equipment shall have a service braking system capable of stopping and holding the equipment fully loaded.
 - Roll-Over Protective Structures(ROPS)
 - All of the following equipment manufactured after July 1, 1969, must be fitted with ROPS
 - All rubber-tired, self-propelled scrapers, rubber-tired front-end loaders, rubber-tired dozers, wheel-type agricultural and industrial tractors, crawler tractors, crawler-type loaders, and motor graders, with or without attachments, which are used in construction work.
 - Remounting
 - ROPS removed for any reason shall be remounted with equal quality, or better, bolts or welding as required for the original mounting.



- Labeling
 - Each ROPS shall have the following information permanently affixed to the structure:
 - Manufacturer or fabricator's name and address.
 - ROPS model number, if any.
 - Machine make, model, or series number that the structure is designed to fit.
- Audible Alarms
 - All bi-directional machines, such as roller, compactors, bulldozers, concrete pumps, cranes, and similar equipment shall be equipped with a horn, distinguishable from the surrounding noise level, which shall be operated as needed when the machine is moving in either direction. The horn shall be maintained in an operative condition.

Motor Vehicles

Motor vehicles, as covered by this section, are those vehicles that operate within an off-highway jobsite, not open to public traffic. These requirements do not apply to track-driven machines.

- General Requirements
 - All vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems may use common components and shall be maintained in operable conditions.
 - Whenever visibility conditions warrant additional light, all vehicles or combination of vehicles in use shall be equipped with at least 2 headlights and 2 taillights in operable conditions.
 - All vehicles or combination of vehicles shall have break lights in operable condition regardless of light conditions.
 - All vehicles shall be equipped with an adequate audible warning device at the operator's station and in operable condition.
 - The use of any motor vehicular equipment having an obstructive rear view shall not be used unless:
 - The vehicle has a reverse signal alarm audible above the surrounding noise level.
 - If the reserve signal is inoperable, the vehicle is backed only with an observer signals that it is safe to do so.
 - All vehicles with cabs shall be equipped with windshields and powered wipers.
 - Tools and materials shall be secured to prevent movement when transported in the same compartment with employees.
 - Trucks with dump bodies shall be equipped with positive means of support, permanently attached, capable of being locked into position to prevent accidental lowering of the body while maintenance or inspection work is being done.
 - Operating levers controlling hoisting or dumping devices on haulage bodies shall be equipped with a latch or other device, which will prevent accidental starting or tripping of the mechanism.
 - Trip handles for tailgates of dump trucks shall be so arranged that in dumping materials, the operator will be in the clear.
 - All vehicles in use shall be checked at the beginning of each shift to ensure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use.



- Motor Vehicle Records
 - All prospective employees whose job will involve driving a company vehicle will be required to list all accidents and moving violations they have had in the past three (3) years on their application. The Motor Vehicle Report (MVR) will be obtained from the state to verify this information. Any misrepresentation may be grounds for termination.
 - The MVR will be obtained on an annual basis and re-evaluated. Any employee whose MVR has excessive violations may be removed from the operating of a company motor vehicle on a public roadway. Any employee whose driver license/driving privilege is suspended or revoked by an authorized government agency shall not operate a company motor vehicle on a public roadway.

Driver Certification

- All drivers and vehicles will be subject to the DOT regulations if the vehicle exceeds a rated, registered, or actual gross weight of 26,000 pounds. All vehicles transporting hazardous materials are included. Mobile cranes are exempt.
- Drivers who operate vehicles under the above criteria will need to meet the following requirements:
 - Each driver will have a Commercial Driver License (CDL) with the appropriate endorsements.
 - Substance abuse testing will be done in accordance with DOT regulations.
 - Drivers will operate vehicles in accordance with the appropriate DOT regulations.
- Vehicle Maintenance Records should include:
 - Vehicle identification (make, model, serial number, company number, and tire size).
 - Schedule of maintenance (established by the carrier).
 - Record of repairs.
 - Record of lubrication and oil changes.
 - Post-trip inspection file (maintain for 3 months).
 - Copy of driver's logs if applicable (maintain for 6 months).
- The Company will complete and maintain a file on each CDL driver that will contain:
 - Application showing driver's license record and previous employers for past 10 years.
 - Medical exam (if applicable).
 - Road test and written test (administered by employer)
 - Annual review of driver's record
 - Notification of any suspension, revocation, cancellation, lost privilege, or disqualification of the employee's driver license.
 - Substance abuse test V.

Crane & Concrete Pump Rigs

- The same general requirements previously listed for equipment and motor vehicles are applicable to cranes and concrete pumps.
- All equipment will be locked up whenever the machine is left overnight on a jobsite or at an unsecured location.
- All cranes will be inspected in accordance with OSHA regulations.



Crane Operations

General Requirements

- All cranes shall comply with the manufacturer's specifications and limitations applicable to the operation of any and all cranes and derricks. Attachments used with cranes shall not exceed the capacity, rating, or scope recommended by the manufacturer.
- Rated load capacities and recommended operating speeds, special hazard warnings, or instructions shall be conspicuously posted on all equipment. Instructions or warnings shall be visible to the operator from person in control station.
- A boom angle indicator in good working order shall be provided.
- A poster with illustrations of hand signals to crane and derrick operators shall be placed outside the crane and must be visible to all employees.
- The designated competent person shall inspect all machinery and equipment prior to use and during use to make sure it is in safe operating condition. Any deficiencies shall be repaired or defective parts replaced before continued use.
- A thorough annual inspection of the hoisting machinery shall be made by a competent person or by a government or private agency recognized by the U.S. Department of Labor. The employer shall maintain a record of the dates and results of inspections of each hoisting machine and piece of equipment.
- Wire rope shall be taken out of service when any of the following conditions exist:
 - In running ropes, 6 randomly distributed broken wires in one lay or 3 broken wires in one stand in one lay.
 - Wear one-third the original diameter of outside individual wires – kinking, crushing, bird-caging, or any other damage resulting in distortion of the rope structures.
 - Evidence of heat damage from any cause.
 - Reductions from nominal diameter of:
 - More than 1/64 inch for diameters up to and including 5/16 inch.
 - 1/32 inch for diameters 3/8 inch to and including 1/2 inch.
 - 3/64 inch for diameters or diameters 9/16 inch to and including 5/8 inch.
 - 1/16 inch for diameters 7/8- to 1 1/8-inch inclusive.
 - 3/32 inch for diameters 1 1/4 inch to 1 1/2-inch inclusive.
- In standing ropes, more than 2 broken wires in one lay in sections beyond end connections or more than 1 broken wire at an end connection.
- Wire rope safety factors shall be in accordance with American National Standards Institute (ANSI) B 30.5-1968 or SAE J959-1966.



- Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or other moving parts of equipment shall be guarded if such parts are exposed to contact by employees or otherwise create a hazard.
- Accessible area within the swing radius of the rest of the rotating superstructure (counterweights), either permanently or temporarily mounted, shall be barricaded in such a manner as to prevent an employee from being struck or crushed by the crane.
- All exhaust pipes shall be guarded or insulated in areas where contact by employees is possible in the performance of normal duties.
- All windows in cabs shall be of safety glass or equivalent that introduces no visible distortion that will interfere with the safe operation of the machine.

Entrance & Exit

- A ladder or steps shall be provided to give access to a cab roof where necessary for rigging or service requirements.
- On cranes, guardrails, handholds, and steps shall be provided for easy access to the car and cab.
- Platforms and walkways shall have anti-skid surfaces.
- Fuel tank filler pipes shall be located in such a position or protected in such a manner as to not allow spill or overflow to run onto the engine, exhausts, or electrical equipment of any machine being fueled.
- An accessible, approved fire extinguisher rated a 5-BC shall be available to all operating stations or cabs of equipment.
- Equipment or machines being operated approximate to electrical distribution or Transmission Lines.
 - A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visible means.
 - Cage-type boom guards, insulating links, or proximity warning devices may be used on cranes.
 - For utility lines, the minimum clearance between the lines and any part of the crane or load shall be 10 ft.
 - In transit, with no load and boom lowered, the equipment clearance from utility lines shall be a minimum of 4 to 16 ft depending on the voltage of the utility lines.
- The employer without the manufacturer's written approval shall make no modifications or additions that affect the capability and operation of the equivalent.
- All jobs shall have positive stops to prevent their movement of more than 5 degrees above the straight lines of the job and boom on conventional type crane booms. The use of cable-type belly slings does not constitute compliance with this rule.
- No one will be allowed to ride material that is being hoisted.



Inspection Schedule for Crane Operations

- The operator will inspect each crane before each day's use, and weekly inspections will be performed as well. The Company using the equipment will provide the forms necessary to meet all compliance needs with each work order. It is the sole responsibility of the operators to complete the inspection forms.
- The monthly inspections will be done in the shop unless the equipment is leased to a project where the equipment cannot return to the shop. If such conditions occur, the furnishing contractors will go to the project to inspect and maintain the equipment.
- The annual inspections will be the responsibility of the furnishing contractor and done by an independent certified crane inspection serviceman.
- All the required inspection forms must be available for inspection.

Exhibit 1. Hydraulic Crane Log (Sample)

Crane Make: _____ Model No.: _____ SM: _____ Ca Emil). No.: _____ Month _____ Yr. _____

Each day the crane is in operation the assigned operator will perform an operational and maintenance safety check including the following items plus any other items necessary to ensure that the equipment is safe to operate. If an unsafe item is found, notify your supervisor IMMEDIATELY. Note unsatisfactory items in detail on the reverse side of the checklist, sign and date the report. Repair actions shall be centered, dated, and signed by the authorized mechanic

#	Check Items: f AOKI IX-reoaril 10-n/al	Date																														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1	CONTROLS: Roper operation-Wear																															
2	Clutches																															
3	Brakes																															
4	Elec.-Air-Hvd. Systems																															
5	OUTRIGGERS: Operation & Leakage																															
6	Pads & Locks																															
7	RIG CAB: Glass & Windshield Wiper																															
8	Fire Ext. - 5 B:C min. - Insp.																															
9	Load & Warning Charts																															
10	Hand Signal Chart																															
11	SAFETY DEVICES: Limit Switches																															
12	Locking Devices																															
13	Boom Angle Indicator																															
14	Signal Horn																															
15	Swing Radius Barricade																															
16	BOOM: Condition & Damage																															
17	Jib Stoo & Block																															
18	Hooks & Safety Latches																															
19	V-ARE ROPE Condition & Lubrication																															
20	Connections & Clamps																															
21	Kinkino-Crushina-Wear																															
22	Broken Wires & Reeving																															
23	Engine Idle & Power Check																															
24	General: Lubrication-Fuel-Cooling																															
25	Others:																															
26																																
27																																

Operator's Initial Under Each Date of Operation



Welding & Cutting

Welding

- General
 - A suitable fire extinguisher or other fire control devices must be ready for instant use in any location where welding is done. Where welding must be carried on near combustible materials, a helper or other extra person should be on hand to guard against fire.
 - Screens, shields, or other safeguards should be provided for the protection of people or combustible materials below or other exposed to sparks or falling objects. When others must work nearby they should be protected from the arc rays by screens or by other adequate individual protection.
 - When welding or cutting lead, zinc, cadmium-coated, lead bearing, or other toxic materials, provisions should be made for the removal or the use of proper personal respiratory protection enforced. This equipment should be a 10B rated fire extinguisher.
- Protection Clothing
 - Protective clothing and equipment required for any welding operation will vary with the size, nature, and location of the work.
 - Fire Prevention
 - When the welding, cutting, or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel shall be assigned to guard against fire while the actual welding, cutting, or heating operation is being performed and for sufficient period of time after completion of work to ensure that no possibility of fire exists. Such personnel shall be instructed as to the specific anticipated fire hazards and how the firefighting equipment provided is to be used.
 - Drum containers or hollow structures which have contained toxic or flammable substances, shall, before welding, cutting, or heating is undertaken on them, either be filled with water or thoroughly cleaned of such substances and ventilated and tested.
 - Suitable fire extinguishing equipment shall be immediately available in the work area and shall be maintained in a state of readiness for instant use.
 - Shielding
 - Whenever practical, all arc welding operations shall be shielding by non-combustible or flame-proof screens which will protect the employees and other persons working in the vicinity from the direct rays of the arc.
 - Ventilation and Protection in Welding, Cutting, and Heating
 - Welding, cutting, and heating may normally be done without mechanical ventilation or respiratory protective equipment, but where, because of unusual physical or atmospheric conditions, an unsafe accumulation of contaminants exist suitable mechanical ventilation or respiratory protective equipment shall be provided.
 - Employees performing any type of welding, cutting, or heating shall be protected by suitable eye protective equipment.



- Other employees exposed to the same atmosphere as the welders or burners shall be protected in the same manner as the welder or burner. All welders and welders' helpers are to wear at all times safety-tinted glasses.
- In confined spaces where welding, cutting, or heating metals that contain zinc, lead, cadmium, mercury, chromium, beryllium, or covered with preservative coatings or working with inert gas arc welding is taking place, then check with the Safety Director concerning the recommended safe operating procedures.

Arc Welding

- Welding Equipment
 - Only standard electric arc welding equipment conforming to the requirements of the National Electrical Manufacturers Association and/or the Underwriters Laboratories, Inc. should be used.
 - Power circuits should be installed and maintained in accordance with the National Electrical Code. Check to see what voltage the machine is wired for before connecting.
 - Frames of all electrical welding machines operated from power circuits should be effectively grounded with No. 8 gauge wire or heavier.
 - Electrode and ground cables should be supported so as not to create obstructions interfering with the safe passage of workers. The ground lead for the welding circuit should be mechanically strong and electrically adequate for the service required.
 - Where it is necessary to couple several lengths of cable for use as a welding circuit, insulated connectors should be used on both the ground and electrode holder lines, if occasional coupling or uncoupling is necessary. For permanent connectors, solder and tape splices may be used.
 - An electrode holder of adequate rated current capacity, insulated against shock and shorting/flashing when laid on grounded materials, should be used.
 - Adequate exhaust to the outside should be provided where internal combustion engines are used to operate welding machines in enclosed spaces.
 - The proper shade of welding lens is required and an adequate supply of cover lenses should be available. Persons assisting operators should also wear protective lenses to avoid "welding flash" burns to the eyes.
- Manual Electrode Holders
 - Manual electrode holders shall be capable of safely handling the maximum rated current required by the electrodes being used.
 - They shall be fully insulated against the maximum voltage encountered to ground.
- Welding Cables and Connectors
 - All arc-welding cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work in progress. When it becomes necessary to connect or splice lengths of cable one to another, they shall be securely fastened together to give good electrical contact, and then exposed metal parts shall be completely insulated.



- Cables in poor repair shall not be used. If a cable becomes worse to the extent of exposing bare conductors, the portion thus exposed shall be protected by means of rubber and friction tape or other equivalent insulation.
- Machine Grounding
 - The frames of all arc welding machines shall be grounded either through a third wire in the cable containing the circuit conductor or through a separate wire which is grounded at the source of the current.
- Operating Instructions
 - When electrode holders are to be left unattended, the electrode shall be removed and the holder shall be so placed or protected that they cannot make electrical contact with employees or conducting objects.
 - Hot electrode holders shall not be dipped in water.
 - Any faulty or defective equipment shall be reported to the Supervisor.

Gas Welding and Cutting

- Transporting, Moving, & Storing Compressed Gas Cylinders
 - Oxygen and acetylene cylinders shall be stored at least 20 ft from each other and 25 ft from any building. “NO SMOKING” signs will be posted at bottles.
 - Valve protection caps shall be in place and secured.
 - When cylinders are hoisted, they shall be secured on a cradle, sling, board, or pallet. They shall not be hoisted or transported by means of magnets or chocker slings.
 - Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck, or permitted to strike each other violently.
 - When cylinders are transported by power vehicles, they shall be secured in a vertical position.
 - Valve protection caps shall not be used for lifting cylinders from one vertical position to another.
 - Unless cylinders are firmly secured on a special carrier intended for this purpose, regulators shall be removed, and valve protection caps put in place before cylinders are moved.
 - A suitable cylinder, truck, chain, or other steadying device shall be used to keep cylinder from being knocked over while in use.
 - Compressed gas cylinders shall be secured in an upright position at all times.
- Placing Cylinders
 - Cylinders shall be kept far enough away from the actual welding or cutting operation so that sparks, hot slag, or flame will not reach them.
 - Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- Treatment of Cylinders
 - Cylinders, whether full or empty, shall not be used as rollers or supports.



- No damaged or defective cylinder shall be used.
- Stored cylinders will be kept upright and secured to prevent falling on their side. Oxygen and acetylene will be stored a minimum of 20-ft apart. “NO SMOKING” signs will be placed near the cylinders. Storage of cylinders in a building is prohibited.
- Hose
 - All hose in use carrying acetylene, oxygen, or any gas or substance that may ignite or enter into combustion or be in any way harmful to employees shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.
 - Hose which has been subject to or which shows evidence of wear or damage shall be tested to twice the normal pressure to which it is subjected to under normal working loads. Defective hose or hose in doubtful condition shall not be used.
 - Hose coupling shall be of the type that cannot be unlocked or disconnected by means of a straight pull without rotary motion.
 - Boxes used for the storage of gas hose shall be ventilated.
 - Hoses, cables, and other equipment shall be kept clear of passage ways, ladders, and stairs.
- Torches
 - Clogged torch tip openings shall be cleaned with suitable cleaning wires, drills, or other devices designed for such purposes.
 - Torches in use shall be inspected at the beginning of each working shift for leading cut-off valves, hose couplings, and tip connections. Defective torches shall not be used.
 - Torches shall be lighted by friction lighters or other approved devices and not by matches or cigarette lighters. The use of hot work as a means of lighting torches is not recommended.
- Regulators & Gauges
 - Oxygen and fuel gas pressure regulators, including their gauges, shall be in proper working order while in use.
 - Regulators and gauges shall be kept free of grease and dirt at all times.
- Chipping, Cleaning, & Grinding
 - When removing excess weld metal, faulty weldments, or slag, the welder removes or raises his shield in order to see. The chips flying from the cleaning hammer are dangerous, especially to the eyes. Safety goggles and a protective face shield should be used.
 - Gloves should be worn to protect the hands and wrists. Flying chips are liable to travel a considerable distance. The danger to other personnel in the area may require screening and shielding.
 - Caution workers to chip away from the face.
 - Gloves should be worn when wire brushing weld metal.
 - When cleaning and brushing surfaces to be welded, use caution to avoid metal slivers and sharp edges. Gauntlet gloves are advisable.



Ladders, Stairs, & Ramps

Inspection & Testing

- Wood ladders should be inspected frequently for damage and deterioration. Close visual inspection is recommended in preference to load testing. Periodically the ladder should be inspected to be sure that there are no loose rungs, there are splits or severe damage to the side rails, and that extension brackets are still firmly in place.
- Frequent inspection of metal ladders is recommended. All parts should be checked for wear, corrosion, and structural failure. Be especially careful in inspecting metal ladders and remove ladders with damaged rungs or damaged side rails.
- Ladders found to be defective should be repaired if possible. If a ladder is damaged enough that it cannot be repaired, it should be removed from the jobsite and destroyed.

Maintenance

- Wood ladders should never be painted due to the possibility of covering structural defects in the ladder. All metal fittings on wooden ladders should be carefully checked. Make certain that all bracing remains tight and that the rungs do not become loosened.
- On metal ladders, rungs should be cleaned to prevent accumulation of materials that might destroy non-slip properties and all metal fittings should be carefully checked. Any ladder receiving a badly bent rung should be taken from service and replaced or the ladder removed from service.
- When not in use, all ladders should be stored under suitable cover protected from the weather. Ladders stored horizontally should be supported at both ends and at an intermediate point to prevent sagging of the midsection.

Jobsite Use

- Ladder feet should be placed on a substantial, level base and the vicinity of the legs should be kept clear of debris and should afford a non-skid surface. Both the top and the bottom of the ladder should be secured to prevent displacement.
- Ladders leading to landings or walkways should extend at least 36 inches above the landing and be securely fastened. The front of the ladder should be placed approximately $\frac{1}{4}$ of its supported length away from the vertical plan of its top support. No employee should attempt to carry heavy loads while ascending or descending a ladder and side reach from a ladder should be kept to a minimum. Try to pick an area out of normal traffic pattern to erect ladders to decrease the hazard of their being accidentally displaced.
- Metal ladders are electrical conductors and should not be used around electrical circuits of any kind.
- Do not use ladder for skids, braces, workbenches, or scaffold plant supports.
- If it is necessary to place a ladder in or over a doorway, barricade the door and post warningsigns.
- Keep both feet and a hand (or 2 hands) on the ladder rungs unless you are secured to prevent falling. Do not reach out too far, or place one foot on a line or piece of equipment. Change the position of the ladder as often as necessary.
- Face a ladder when working from it. A safety belt is required if it is necessary to work backwards from a ladder, and under certain other conditions. Check with your supervisor.
- Only one man on a ladder at all times!



- Ladders may be used on scaffolds only if secured and user uses fall protection.
- Except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations.

Straight & Extension Ladders

- Place ladder so the distance at the bottom footing is $\frac{1}{4}$ (0.25) the vertical distance in height.
- Ladders must be equipped with tie-off rope and non-skid safety feet.
- Ladders must be adequately tied off.
- The ladder top must extend 3-ft beyond supporting object when accessing elevated work area.
- After the extension section has been raised to desired height, check to see that safety dogs or latches are engaged and extension rope is secured to a rung on the base section of ladder.
- Extension ladders must be overlapped a minimum of 3 rungs.
- Do not take extension ladders apart to use either section separately.

Stepladders

- Always open, set level on 4 ft and lock spreaders in place. Do not use like a straight ladder.
- Never stand on the uppermost platform or top rung of a stepladder.
- Do not place tools or material on rungs or platform.

Job-Built Ladders

- Job-made ladders shall be constructed for intended use. If a ladder is to provide the only means of access or exit from a working area for 25 or more employees, or simultaneous 2-way traffic is expected, a double cleat ladder shall be installed.
- Double cleat ladders shall not exceed 24 ft in length.
- Single cleat ladder shall not exceed 24 ft in length between supports (base and top landing). If ladders are to connect different landings, or if the length required exceed the maximum length, 2 or more separate ladders shall be used, offset with a platform between each ladder. Guardrails and toe boards shall be erected on the exposed side of the platforms.
- Single cleat ladder width shall be at least 16 inches, but no more than 20 inches, between rails.
- Side rails shall be parallel or flared top to bottom by not more than $\frac{1}{4}$ inch for each 2 ft of length.
- Wood side rails of ladders having cleats shall be not less than 1 $\frac{1}{2}$ -inch thick and 3 $\frac{1}{2}$ inches deep (2-inch by 4-inch minimum) when made of Douglas fir.
- It is preferable that side rails be continuous. If splicing is necessary to attain the required length, however, the splice must develop the full strength of a continuous side rail of the same length.
- 2-inch by 4-inch lumber shall be used for side rails of single cleat ladders up to 16-ft long; 2-inch by 6-inch lumber shall be used for double cleat ladders from 12- to 24-ft long.
- 2-inch by 4-inch lumber shall be used for side and middle rails of double cleat ladders up to 12 ft in length; 2-inch by 6-inch lumber for double cleat ladders for 12- to 24-ft long.
- Cleats shall be inset into the edges of the side rails $\frac{1}{2}$ inch or filler blocks shall be used on the rails between the cleats. The cleats shall be secured to each rail with three 10D common wire nails or other fasteners of equivalent strength. Cleats shall be uniformly spaced, 12 inches top-to-top.



Stairways

- Stairway or ladders shall be provided at all personnel access points where there is a break in elevation of 19 inches or more and no ramp, runway, or sloped embankment is provided.
- Employees will not be allowed to use any stairway on which construction work is being performed.
- Stairs or ladders will be kept clear for access at all times.
- All stairs or ladder access areas must have fall protection systems such as handrails or guardrails.
- Stairways that are not a permanent part of the structure on which construction is being performed shall have landing not less than 30 inches in the direction of travel and extend at least 22 inches in width at every 12 ft or less of vertical rise.
- Riser height and tread depth shall be uniform within each flight of stairs. Variations will not exceed $\frac{1}{4}$ inch in any stairway system.
- Where doors or gates open directly on a stairway, a platform shall be provided. The swing of the door shall not reduce the effective width of the platform to less than 20 inches.
- Metal pan landings/treads shall be secured in place before filling with concrete or other materials.
- All parts of stairways shall be free of hazardous projections. Slippery conditions shall be eliminated before the stairways are used. The stair rail/handrail system shall be surfaced as to prevent injury or snagging of employee clothing.
- Except during construction on metal pan stairways, foot traffic will be prohibited until the treads and/or landings are filled completely with concrete, wood, or other solid material at least to the top edge of each pan and shall be full width and depth of the stair.
- Stairs having 4 or more risers or rising more than 30 inches shall be equipped with one handrail and on stair rail system along each unprotected side or edge.
- Winding or spiral stairways shall be equipped with a stair railing not less than 36 inches in height from the tread nosing to the top of the stair rail.
- Mid-rails, screens, or mesh shall be provided between the top rail and the stair steps.
- Mid-rails, when used, shall be located at a height midway between the stair rail and the tread.
- Screens or mesh, when used, shall be installed from the top rail to the stair step.
- Handrails and the top rails of the stair rail system shall be capable of holding a force of 200 pounds applied in any downward or outward direction.
- The height of the handrail shall be not more than 37 inches or less than 36 inches from the top surface of the handrail to the nose of the tread.
- Handrails will be set at a minimum clearance of 3 inches between the handrails and the wallface.
- All unprotected sides and edges of stairway landings will be provided with a guardrail system.

Ramps

- Earth Ramps
 - Ramps constructed of earth shall be compacted enough to allow expected loads to travel safely on the ramp surface. The slope shall be no steeper than 1 ft for every 1 $\frac{1}{2}$ ft of horizontal length.
- Job-Built (Wood) Ramps
 - Wood ramps must be a minimum of 22 inches wide for each direction of travel.
 - Wood ramps must have guardrails along each open side if the fall distance to surfaces below is greater than 4 ft. Daily inspection of guardrails is required.



Scaffolding

General

Before climbing on a scaffold, inspect visually to determine that:

- Handrails, mid-rails, toe boards, and platform decking are in place.
- All wheels are locked on rolling scaffolds.
- A proper ladder is set for safe climbing.

Requirements

- Personnel must wear fall protection equipment properly tied off on any scaffold platform; not equipped with standard handrails, mid-rails, or complete deck.
- Neither change nor remove scaffold members unless authorized.
- No one is allowed to ride on a rolling scaffolding when it is being moved. Remove or secure all tools and material on the deck before moving.
- Do not climb on or work from any scaffold, handrail, mid-rail, or brace member. Use the ladder to access the scaffold.
- All scaffolds must be erected level and plum, on a firm base and with the required scaffold equipment, uprights, braces, base plates, planking, toe boards, and any other equipment required for a safe scaffold operation.
- Scaffolds must be tied off to stabilize out-riggers when the height is more than 4 times the smaller base dimension. Scaffolds must also be tied off horizontally every 30 ft, and vertically every 26 ft.
- When space permits, all scaffold platforms more than 10-ft above the ground or floor must be equipped with standard 42-inch-high top rails rigidly secured (not wired), standard 21-inch-high mid-rails, 4-inch-high toe boards completely decked with safety plank or manufactured scaffold decking and rigidly secured toe boards, on all 4 sides.
- Scaffolds 4- to 10-ft high, having a minimum horizontal dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends of the platform.
- Adjusting or leveling screws shall not be used on scaffolds equipped with wheels. Adjusting screws shall not be extended more than 12 inches of thread.
- Be sure you know the safe working loads on all scaffolds.
- Rolling scaffolds shall be used only on level, smooth surfaces, or the wheels must be contained in wooden or channel iron runners. Watch overhead clearance when moving. Casters must be pinned.
- Do not alter any scaffolding member by welding, burning, cutting, drilling, or bending.
- Do not stack brick, tile, block, or similar material higher than 24 inches high on the scaffold deck.
- Do not rig from scaffold handrails, mid-rails, or braces.
- Where persons are required to work or pass under or next to a scaffold, wire mesh shall be installed between the toe boards and the guardrails, extending along the entire opening, consisting on No. 18 gauge U.S. Standard Wire ½-inch mesh, or the equivalent.
- Patented Metal Scaffolding
 - Generally, parts and sections of scaffolding made by one manufacturer are not to be used with another manufacturer's parts and sections.
- Decking
 - For wood-type decking, only planks of 2-inch scaffold grade lumber or laminated wood is allowed on scaffolds.
 - For manufactured type decking, manufactured aluminum planks are to be used on scaffolds.



Hand & Power Tool Safety

General Requirements

- Guarding
 - When power operated tools are designed to accommodate guards, they shall be equipped with such guards when in use.
 - Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts or equipment shall be guarded if such parts are exposed to contact by employees or otherwise create a hazard.
- Personal Protective Equipment
 - Employees using hand and power tools and exposed to hazards of falling, flying, abrasive, or splashing objects, or to harmful dust, fumes, mist, vapor, or gases shall be provided with the particular approved personal protective equipment necessary to protect them from the hazard.
- Constant Pressure Switch
 - All hand-held power tools shall be equipped with a constant pressure switch that will shut off the power when the pressure is released.

Hand Tools

- Employer shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjusting pipe, end, and socket wrenches, shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

Power-Operated Portable Tools

- Electric Power Tools
 - Electric power-operated tools shall either be of the approved double insulated type or be grounded through the use of the three-wire system.
 - The use of electrical cords for hoisting or lowering tools shall not be permitted.
 - All electrical extension cords and pigtails will be a three (3) conductor type.
- Pneumatic Power Tools
 - Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
 - Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
 - Compressed air shall not be used for cleaning purpose except where reduced to less than 30 PSI and then only with effective chip guarding and personal protective equipment. The 30 PSI requirement does not apply for concrete form, mill scale, and similar purposes.
 - The manufacturer's safe operating pressure for hoses, pipes, valves, filters, and other fittings shall not be exceeded.
 - The use of hoses for hoisting or lowering tools shall not be permitted.
 - All hoses exceeding ½-inch inside diameter shall have a safety device (excess flow valve) at the source of supply or branch line to reduce pressure in case of hose failure.
 - All fittings will be safety wired to prevent accidental uncoupling.



- Fuel-Powered Tools
 - All fuel-powered tools shall be stopped while being refueled, serviced, or maintained, and fuels shall be transported, handled, and stored in accordance with the fire prevention.
 - When fuel-powered tools are used in enclosed spaces, the applicable requirements for concentrations of toxic gases and use of person protective equipment shall apply.
- Powder-Actuated Tools
 - Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate the tool. Each employee will carry his/her training certification card.
 - The tool shall be tested each day before loading to see if safety devices are in proper working conditions. Testing shall be in accordance with the manufacturer's recommended procedure.
 - If a tool is found in improper working order or develops a defect during use, it shall be immediately removed from service and not used again until properly repaired.
 - Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee. Hands shall be kept clear of the open barrel end.
 - Face shields and safety glasses or goggles should be used by employees during the firing of the powder-actuated tool.
 - Loaded tools shall not be left unattended.
 - Driving into materials easily penetrated shall be avoided unless a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side backs such materials.
 - Tools shall not be used in an explosive or flammable atmosphere.
 - All tools shall be used with the correct shield, guard, or attachment recommended by the manufacturer.

Abrasive Wheels & Tools

- Power
 - All grinding machines shall be supplied with sufficient power to maintain the spindle speed at safe levels under all conditions or normal operation.
- Use of Abrasive Wheels
 - Floor stand and bench-mounted abrasive wheels used for external grinding shall be provided with safety guards (protection hoods).
 - All abrasive wheels shall be closely inspected before mounting to ensure that they are free from cracks or defects.
 - Grinding wheels shall fit freely on the spindle and shall not be forced on. The spindle nut shall be tightened only enough to hold the wheel in place.
 - All employees using abrasive wheels, whether portable, bench, or floor-mounted, shall be protected by approved eye and face protection equipment.

Woodworking Tools

- All fixed, electrically powered woodworking tools shall be provided with a disconnection switch that can be locked and tagged in the "OFF" position.
- All portable, power-driven circular saws shall be equipped with guards above and below the base plate or shoe. The upper guard shall cover the saw to the depth of the teeth, except for the minimum arc required to permit the base of the tilted for bevel cuts. The lower guards shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contract with the work. When the tool is withdrawn from the work, the lower guard shall automatically and instantly return to the covering position.



Laser Operations

Non-Ionizing Radiation

- Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
- Employees, when working in areas in which a potential exposure to direct or reflected laser light is great than 0.005 watts (5 milli-watts) exists, shall be provided with anti-laser eye protection devices as specified by the OSHA standards.
- Areas in which lasers are used shall be posted with standard laser warning place cards. These posters should be placed a short distance from the laser unit so that a person approaching the jobsite will be warned well in advance of their entry into the laser area.
- Beam shutters or caps shall be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.
- The laser beam shall not be directed at employees. Consider this when setting up the unit. Care shall be exercised to keep employees out of the path of the laser beam.
 - Laser equipment shall bear a label to indicate maximum output. The units should have a manufacturer's tag indicating maximum milli-watt output.
- Employees shall not be exposed to light intensities above:
 - **Direct Staring:** 1 micro-watt per square centimeter.
 - **Incidental Observing:** 1 milli-watt per square centimeter.

The setting up of the instrument out of eye level of employees should assure compliance.

- Laser unit in operation should be set up above the heads of the employees, which possible. Every effort should be made to set the unit up so that the laser beam is above the heads of those employees working around the laser so that they cannot cross the beam with their eyes.
- Battery covers are required on all laser batteries to prevent the possibility of shorting the battery terminals.



Demolition Safety

Manual Demolition

- Isolate the area with Red warning tape.
- Shut off all utilities and services that could be damaged during demolition operations.
- Stop work activities the moment an unexpected condition is encountered.
- Keep access passages open throughout the demolition area.
- Unless the area is constantly sprayed by water mist, keep dust respirators in place, and change them as soon as breathing becomes a problem.
- Workers who handle the debris must be equipped with heavy work gloves.
- Face shields and safety glasses or goggles are required for all crew members within the vicinity of actual demolition work.

Mechanical Demolition

- Other than the equipment operator, no worker is to be any closer than 1 ½ times the height of the structure being demolished while that work is being performed.
- The Red warning barrier should be no closer than 2 times the height of the structures being demolished. If another structure is closer than this distance, measures must be taken to barricade all doors and windows that face the demolition area.
- Communicate evacuation plan to every worker in the area.



Fall Protection Systems & Plans

General

Any worker that is exposed to a fall hazard of 6 ft or more will be provided with a means of fall protection. Wherever protection is required the workers will be protected from falling by use of one of the following systems, guardrails, safety nets, or a personal fall arrest system. Each job supervisor will be required to determine if the walking or working surfaces have the strength and structural integrity to support their workers safely.

Buildings & Other Similar Structures

- Unprotected Sides & Leading Edges
 - Where a structure has unprotected sides, edges, or leading edges and has a fall hazard of 6 ft or more above a lower level, workers shall be protected from falling by use of guardrail systems, safety net systems, or personal fall arrest systems. If it is found that these systems are unfeasible or that they create a greater hazard to use them, an alternate fall protection plan may be needed that meets or exceeds the OSHA standards. Employees will then be trained on the plan and it will be implemented.
 - All workers, whether engaged or not in the leading-edge work, shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system. Controlled Access Zones are acceptable if implemented as noted in the Controlled Access Zone portion of this manual section.
 - If a guard rail system is chosen to provide the fall protection and a Controlled Access Zone has already been established for leading edge work, a control line may be used in lieu of a guardrail along the edge that parallels the leading edge.
- Open Holes
 - On any open hole, including skylights, where a 6 ft or more fall exists above a lower level and a worker can walk or work near it, the hole shall be protected by a guardrail system, safety net system, or personal fall arrest system erected around such holes.
 - Workers shall be protected from open holes that can cause tripping in or stepping into or through by covers. These covers will be prominently color coded or labeled as to warn workers of such holes.
 - Workers will be protected from falling objects through holes by covers.
 - Open holes are defined to be openings that are 2 inches or greater in size in any dimension.
 - Where a safety monitoring system is used, open holes will still meet the requirements as listed above.
- Wall Openings
 - When working on, at, above, or near wall openings (including those with chutes attached) where the bottom of the wall opening is at least 6-ft above the adjacent exterior level, and less than 39 inches above the interior surface, workers shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system.



- **Hoist Areas**
 - A guardrail system, gate, or chain is required where a hoisting operation is in place for landing materials. If the guardrail system, gate, or chain is removed to facilitate the landing of materials and the worker must lean through the access opening or out over the edge of the access opening, that worker shall be protected by a personal fall arrest system.
 - In hoisting areas, the guardrail system, chain, gate, or removable guardrail sections shall be placed across the access opening when hoisted operations are not taking place.
 - All personal restraint systems used in hoist areas will be rigged to allow the worker to approach, but not quite reach the unprotected edge.
- **Ramps, Runways, & Other Walkways**
 - A guardrail system will be installed along each unprotected side or edge on ramps, runways, and other walkways where a 6 ft or more fall hazard exists.
 - The guardrail system will be built to the criteria mentioned in the guardrail system section of this manual.
- **Walking/Working Surfaces – Not Otherwise Addressed**
 - For walking or working surfaces not otherwise addressed, where a 6 ft or more fall hazard exists, the workers will be protected from falling by use of a guardrail system, safety net system, or personal fall arrest system.

Excavations

- On the edge of excavations where a 6 ft or more fall exists, workers will be protected from falling by guardrail systems, fences, or barricades.
- At all wells, pits, shafts, and similar excavations that are 6 ft or more in depth, workers shall be protected from falling into or onto the dangerous equipment by guardrail systems, fences, barricades, or covers.

Roofing Work

- **Steep Roofs**
 - Personnel working in roofing activities on steep sloped roofs with unprotected sides and edges, 6 ft or more above lower levels, shall be protected from falling by a guardrail system with toe-boards, safety net system, or personal fall arrest system.
- **Low Sloped Roofs**
 - Personnel working in roofing activities on low sloped roofs with unprotected sides and edges, 6 ft or more above lower levels, shall be protected from falling by a guardrail system, safety net system, personal fall arrest system, or by a warning line system and safety monitoring system. On roofs of 50 ft or less in width, the use of a safety monitoring system alone is permitted.

Protection from Falling Objects

Several methods can be used for protection from falling objects. They are toe-boards, screens, guardrail systems, and canopies. When these methods are incorporated, they should be installed such that they will keep potential fall objects far enough from the edge of the higher level so that these objects would not go over any edge if displaced.



- Toe-boards shall be erected along the edge of the overhead walking or working surface for the distance sufficient to protect workers below, when used as falling object protection.
- These toe-boards will be capable of withstanding a force of 50 pounds applied in any downward or outward direction at any point along the toe-board.
- Toe-boards will be minimum of 3 ½ inches tall. They shall not be placed more than ¼-inch above the deck surface. They will be solid or not have any opening over 1-inch high.
- Where tools and equipment are piled higher than the toe-board, paneling, or screening it shall be erected from the deck surface or toe-board, to the top of the guardrail system top rail or mid-rail for a horizontal distance sufficient to protect the workers below.
- Where the guardrail system is used for falling object protection, openings will be small enough to prevent passage of potential falling objects.
- When overhead bricklaying or related work is performed, no materials or equipment, except masonry materials or mortar, shall be stored within 4 ft of the working edge. Excess mortar, broken or scattered masonry units and all other materials and debris shall be kept clear from the work area through removal at regular intervals.
- On roofing work, materials and equipment shall not be stored within 6 ft of the roof edge unless guardrails are erected at the edge. Materials that are piled, grouped, or stacked near a roof edge will be stable and self-supporting.
- Canopies, when used as falling object protection, will be strong enough to prevent collapse and prevent penetration by any objects that may fall onto a canopy.

Fall Protection System

Guardrail systems must have the following components and provisions:

- The top edge height of top rails or equivalent guardrail system members shall be 42 inches, plus or minus 3 inches, above the walking or working level.
- Mid-rails, screens, mesh, intermediate vertical members or equivalent intermediate structural members shall be installed between the top edge of the guardrail system and the walking or opening surface when there is no wall or parapet wall of at least 21 inches.
- Mid-rails, when used, shall be installed at a height midway between the top edge of the top rail and the walking working level.
- Screens and mesh, when used, shall extend from the top rail to the walking or working level and along the entire opening between top rail vertical supports.
- The guardrail system shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge in any outward or downward direction.
- The top guardrail edge shall not defect below a height of 39 inches above the walking or working level.
- All surfaces of the guardrail system shall be smooth such that workers are protected from lacerations punctures or other injury plus snagging of clothing.



- The ends of top rails and mid-rails shall not overhang the terminal posts unless the overhang does not constitute a projection hazard.
- Steel or plastic banding will not be acceptable for use on a guardrail system.
- If wire rope is used for top rails and mid-rails, it will be at least ¼ inch in diameter and not have any defects that could cause punctures or lacerations. The top wire rope rail will be flagged every 6-ft maximum spacing with high-visibility materials.
- Where openings in the guardrail system are used for passage of materials, the opening shall not have more than two sides provided with removal guardrail sections. When the opening is not in use, it shall be closed with a cover, or a guardrail system shall be provided along all unprotected sides or edges.
- Where points of access are at openings, such as at ladder ways, they shall be provided with a gate or be so offset that person cannot walk directly into the access opening.
- Guardrail systems used on ramps shall be erected along all unprotected sides or edges.
- Personal fall arrest systems shall not be attached to any guardrail system or to any hoist.

Personal Fall Arrest Systems

- Body Belts
 - Body belts will not be allowed except for positioning situations. Since January 1998, body belts have not been allowed for fall arrest.
- Full Body Harnesses
 - Workers will attach their lanyards to the body harness, located in the center of the wearer's back near the head or the shoulder level. For positioning situations where a maximum of 24 inches of fall can occur, the workers can use the two dee-rings on the belt portion of the harness. Use of a positioning chain or cable harness will be utilized for this type of operation provided they meet the OSHA standards.
 - Lanyards will be such that they incorporate a braking device as outlined in the lanyard portion of this section.
 - Body harnesses and any other components of the fall arrest system will not be used for hoisting materials.
- Connectors, Dee Rings, & Snap Hooks
 - Connectors shall be drop-forged, pressed, or formed steel. They shall have corrosion resistant finishes, and all surfaces and edges shall be smooth. Dee rings and snap hooks shall be of a minimum tensile strength of 5,000 pounds. Dee-rings and snap hooks will be proof-tested to a minimum tensile load of 3,600 pounds without cracking, breaking, or deformation. Snap hooks will be double locking type to prevent disengagement (roll out).
- Lifelines & Lanyards
 - Lanyards and lifelines shall be of a minimum breaking strength of 5,000 pounds.
 - Horizontal lifelines will be designed, installed, and used under the supervision of a qualified person and the system will maintain a safety factor of at least two.
 - Where vertical lifelines are provided, each person will have their own separate lifeline.



- In elevator shafts, two workers may be attached to the same lifeline provided both are working atop a false car that is equipped with guardrails, the strength of the lifeline is 10,000 pounds, and all other required criteria on the lifelines have been met.
- Lifelines will be protected against being cut or abraded.
- Self-retracting lifelines and lanyards which automatically limit free fall distance of 24 inches or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the device in a fully extended position. Mounting hardware will also meet these requirements,
- On lifelines that are not self-retracting, they will have the provisions of rip-stitch or tearing and deforming and capable of sustaining a minimum tensile load of 5,000 pounds in the fully extended position.
- Rope lanyards and web type straps, lifelines, and components of body belts and harnesses shall be made from synthetic fibers.
- Anchorages
 - Anchorages for attachment of personal fall arrest equipment will be independent of any anchorage being used to support or suspend platforms. They will be capable of supporting at least 5,000 pounds per worker attached or have a safety factor of two. The system will always be under the supervision of a qualified person.
- Inspection of Personal Arrest Systems
 - Personal arrest systems will be inspected before each use by the wearer and all defective or worn components shall be removed from service.
 - Personal arrest systems shall not be attached to a guardrail system or hoist.

Safety Monitoring Systems

- A competent person will be designated when safety monitoring systems are selected.
- The Safety Monitor will be required to:
 - Be competent enough to recognize fall hazards.
 - Warn workers when it appears that they are unaware of a fall hazard or acting unsafely.
 - Be on the same walking/working surface and within sight distance to the worker monitored.
 - Be close enough to communicate orally with the workers.
 - Not have any other responsibilities that could take the monitor's attention from the monitoring function.
- No mechanical equipment will be stored or used in areas where safety-monitoring systems are being used in a roofing operation on low slope roofs.
- No one will be allowed in a safety monitoring area unless engaged in the work on the low sloped roof or covered by a fall protection plan.
- Workers in the Controlled Access Zone will be directed to adhere to the monitors' fall hazard warnings. Failure to do so will require disciplinary actions as outlined in our company policies. For subcontractor personnel, they will be rejected from the project if non-compliant. In extreme cases, the subcontractor may be shut down from working until compliance is assured.



Controlled Access Zones

- Where a leading edge or other operations are present, a control line that restricts access shall define the Controlled Access Zone.
- The control lines used will be erected not less than 6 ft nor more than 25 ft from the unprotected or leading edge, except when erecting precise concrete structures.
- When erecting precast concrete structures, the control line will be erected not less than 6 ft nor more than 6 ft or half the length of the member being erected whichever is less from the leading edge.
- The control line will extend along the entire length of the unprotected or leading edge and shall be approximately parallel to the unprotected or leading edge.
- The control line will be connected on each side to a guardrail system or wall.
- When used to control access in areas where overhead bricklaying and related work are taking place, the zone will be defined by a control line erected not less than 10 ft nor more than 15 ft from the working edge.
- The line will extend for a distance sufficient for the access zone to enclose all workers performing the overhead bricklaying at the working edge and be approximately parallel to the working edge.
- Additional control access lines shall be erected at each end to enclose the Controlled Access Zone.
- Only workers engaged in the overhead bricklaying operations will be permitted in the Controlled Access Zone.
- Control lines will be made of ropes, wires, tapes, or equivalent materials and supporting stanchions will meet the following criteria:
 - Each line shall be flagged/marked clearly no more than 6-ft intervals with high visibility material.
 - Each line will be rigged and supported such that they will not sag to less than 39 inches from the working/walking surface and not be higher than 45 inches from the working surface when overhand bricklaying operations are being performed.
 - Each line will have a minimum breaking strength of 200 pounds.
- Where guardrail systems are not used on floors and roofs, prior to beginning the overhead bricklaying operation, Controlled Access Zones will be enlarged as required to enclose all points of access, material landing, and storage areas.
- Where guardrail systems are used on floors and roofs and need to be removed to allow for overhead bricklaying, only the portion of guardrail necessary to accomplish that day's work will be removed.



Warning Line Systems for Roofs

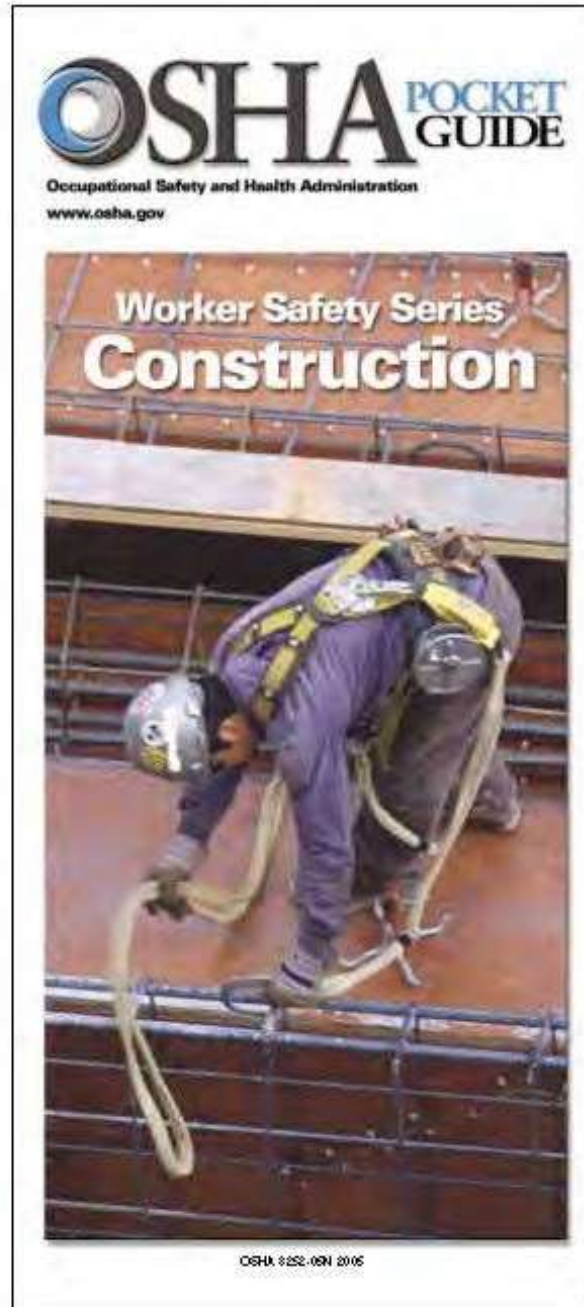
Warning lines will be required to meet the following requirements:

- They shall be erected around all sides of the roof work area.
- When roofing equipment is NOT being used, the warning line will be erected not less than 6 ft from the roof edge.
- When roofing equipment is being used, the warning line shall be not less than 6 ft from the roof edge where parallel to the direction of the equipment operation and not less than 10 ft from the roof edge where perpendicular to the direction of the equipment operation.
- All points of access, material handling or storage areas, and hoisting areas will be connected to the work area by an access path formed by two warning lines.
- When the path to the point of access is not in use, a rope, wire, chain, or other barricade, equivalent in strength and height to the warning line, will be placed across the path at the point where the path intersects the warning line erected around the work area. Alternately, the path shall be offset such that a person cannot walk directly into the work area.
- Warning lines will consist of rope, wire, or chain and they shall be flagged at not more than 6-ft intervals with high visibility material. These items will be rigged and supported such that they will not sag to a point less than 34 inches from the working/walking surface and not be higher than 39 inches from the working surface.
- Once installed, stanchions shall be capable of resisting without tipping over with a force of 16 pounds applied horizontally against the stanchion, 30 inches above the walking or working surface and perpendicular to the warning line and in the direction of the floor, roof, or platform edge.
- The components of this system will be a minimum tensile strength of 500 pounds. Additionally, they shall be capable of supporting without breaking, the load applied as described above.
- The line will be attached at each stanchion in a way such that if one section is pulled between stanchions, it will not result in slack being taken up in adjacent sections before the stanchion tips over.
- No worker will be allowed between the warning line and the edge of the structure unless the worker is performing work in that area and has the proper fall arrest system in place.
- Roofing equipment on roofs shall be used or stored only in areas where workers are protected by the warning line system, a guardrail system, or a personal fall arrest system.

Training

- The training program will be designed for all workers who might be exposed to fall hazards. The program will train each worker how to recognize the hazards involving the fall hazards and procedures to be followed to minimize their hazards.
- Certification of training
 - A written record will be made to include the workers name and social security number, date of training, workers' signature, and instructor's signature.
 - Training records will be maintained for 12 to 18 months.

OSHA Pocket Guide





WORKER SAFETY SERIES

Construction

Nearly 6.5 million people work at approximately 252,000 construction sites across the nation on any given day. The fatal injury rate for the construction industry is higher than the national average in this category for all industries.

Potential hazards for workers in construction include:

- Falls (from heights);
- Trench collapse;
- Scaffold collapse;
- Electric shock and arc flash/arc blast;
- Failure to use proper personal protective equipment; and
- Repetitive motion injuries.


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Hazards & Solutions

For construction, the 10 OSHA standards most frequently included in the agency's citations in FY 2004 were:

1. Scaffolding
2. Fall protection (scope, application, definitions)
3. Excavations (general requirements)
4. Ladders
5. Head protection
6. Excavations (requirements for protective systems)
7. Hazard communication
8. Fall protection (training requirements)
9. Construction (general safety and health provisions)
10. Electrical (wiring methods, design and protection)



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Scaffolding

Hazard: When scaffolds are not erected or used properly, fall hazards can occur. About 2.3 million construction workers frequently work on scaffolds. Protecting these workers from scaffold-related accidents would prevent an estimated 4,500 injuries and 50 fatalities each year.

Solutions:

- Scaffold must be sound, rigid and sufficient to carry its own weight plus four times the maximum intended load without settling or displacement. It must be erected on solid footing.
- Unstable objects, such as barrels, boxes, loose bricks or concrete blocks must not be used to support scaffolds or planks.
- Scaffold must not be erected, moved, dismantled or altered except under the supervision of a competent person.
- Scaffold must be equipped with guardrails, midrails and toeboards.
- Scaffold accessories such as braces, brackets, trusses, screw legs or ladders that are damaged or weakened from any cause must be immediately repaired or replaced.
- Scaffold platforms must be tightly planked with scaffold plank grade material or equivalent.
- A "competent person" must inspect the scaffolding and, at designated intervals, reinspect it.
- Rigging on suspension scaffolds must be inspected by a competent person before each shift and after any occurrence that could affect structural integrity to ensure that all connections are tight and that no



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damage to the rigging has occurred since its last use.

- Synthetic and natural rope used in suspension scaffolding must be protected from heat-producing sources.
- Employees must be instructed about the hazards of using diagonal braces as fall protection.
- Scaffold can be accessed by using ladders and stairwells.
- Scaffolds must be at least 10 feet from electric power lines at all times.



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Fall Protection

Hazard: Each year, falls consistently account for the greatest number of fatalities in the construction industry. A number of factors are often involved in falls, including unstable working surfaces, misuse or failure to use fall protection equipment and human error. Studies have shown that using guardrails, fall arrest systems, safety nets, covers and restraint systems can prevent many deaths and injuries from falls.

Solutions:

- Consider using aerial lifts or elevated platforms to provide safer elevated working surfaces;
- Erect guardrail systems with toe boards and warning lines or install control line systems to protect workers near the edges of floors and roofs;
- Cover floor holes; and/or
- Use safety net systems or personal fall arrest systems (body harnesses).



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Ladders

Hazard: Ladders and stairways are another source of injuries and fatalities among construction workers. OSHA estimates that there are 24,882 injuries and as many as 36 fatalities per year due to falls on stairways and ladders used in construction. Nearly half of these injuries were serious enough to require time off the job.

Solutions:

- Use the correct ladder for the task.
- Have a competent person visually inspect a ladder before use for any defects such as:
 - Structural damage, split/bent side rails, broken or missing rungs/steps/cleats and missing or damaged safety devices;
 - Grease, dirt or other contaminants that could cause slips or falls;
 - Paint or stickers (except warning labels) that could hide possible defects.
- Make sure that ladders are long enough to safely reach the work area.
- Mark or tag ("Do Not Use") damaged or defective ladders for repair or replacement, or destroy them immediately.
- Never load ladders beyond the maximum intended load or beyond the manufacturer's rated capacity.
- Be sure the load rating can support the weight of the user, including materials and tools.
- Avoid using ladders with metallic components near electrical work and overhead power lines.



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Stairways

Hazard: Slips, trips and falls on stairways are a major source of injuries and fatalities among construction workers.

Solutions:

- Stairway treads and walkways must be free of dangerous objects, debris and materials.
- Slippery conditions on stairways and walkways must be corrected immediately.
- Make sure that treads cover the entire step and landing.
- Stairways having four or more risers or rising more than 30 inches must have at least one handrail.



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Trenching

Hazard: Trench collapses cause dozens of fatalities and hundreds of injuries each year. Trenching deaths rose in 2003.

Solutions:

- Never enter an unprotected trench.
- Always use a protective system for trenches 5 feet deep or greater.
- Employ a registered professional engineer to design a protective system for trenches 20 feet deep or greater.
- Protective Systems:
 - Sloping to protect workers by cutting back the trench wall at an angle inclined away from the excavation not steeper than a height/depth ratio of 1½:1, according to the sloping requirements for the type of soil.

SLOPING. Maximum allowable slopes for excavations less than 20 ft. (6.09 m) based on soil type and angle to the horizontal are as follows:

TABLE V-2-1. ALLOWABLE SLOPES

Soil type	Height/Depth ratio	Slope angle
Stable Rock (granite or sandstone)	Vertical	90°
Type A (clay)	¾:1	53°
Type B (gravel, silt)	1:1	45°
Type C (sand)	1½:1	34°
Type A (short-term) (For a maximum excavation depth of 12 ft.)	¾:1	63°

Source: OSHA Technical Manual, Section V, Chap. 2, Excavations: Hazard Recognition in Trenching and Shoring (Jan. 1999).

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- Shoring to protect workers by installing supports to prevent soil movement for trenches that do not exceed 20 feet in depth.
- Shielding to protect workers by using trench boxes or other types of supports to prevent soil cave-ins.
- Always provide a way to exit a trench--such as a ladder, stairway or ramp--no more than 25 feet of lateral travel for employees in the trench.
- Keep spoils at least two feet back from the edge of a trench.
- Make sure that trenches are inspected by a competent person prior to entry and after any hazard-increasing event such as a rain-storm, vibrations or excessive surcharge loads.



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Cranes

Hazard: Significant and serious injuries may occur if cranes are not inspected before use and if they are not used properly. Often these injuries occur when a worker is struck by an overhead load or caught within the crane's swing radius. Many crane fatalities occur when the boom of a crane or its load line contact an overhead power line.

Solutions:

- Check all crane controls to insure proper operation before use.
- Inspect wire rope, chains and hook for any damage.
- Know the weight of the load that the crane is to lift.
- Ensure that the load does not exceed the crane's rated capacity.
- Raise the load a few inches to verify balance and the effectiveness of the brake system.
- Check all rigging prior to use; do not wrap hoist ropes or chains around the load.
- Fully extend outriggers.
- Do not move a load over workers.
- Barricade accessible areas within the crane's swing radius.
- Watch for overhead electrical distribution and transmission lines and maintain a safe working clearance of at least 10 feet from energized electrical lines.



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Hazard Communication

Hazard: Failure to recognize the hazards associated with chemicals can cause chemical burns, respiratory problems, fires and explosions.

Solutions:

- Maintain a Material Safety Data Sheet (MSDS) for each chemical in the facility.
- Make this information accessible to employees at all times in a language or formats that are clearly understood by all affected personnel.
- Train employees on how to read and use the MSDS.
- Follow manufacturer's MSDS instructions for handling hazardous chemicals.
- Train employees about the risks of each hazardous chemical being used.
- Provide spill clean-up kits in areas where chemicals are stored.
- Have a written spill control plan.
- Train employees to clean up spills, protect themselves and properly dispose of used materials.
- Provide proper personal protective equipment and enforce its use.
- Store chemicals safely and securely.



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Forklifts

Hazard: Approximately 100 employees are fatally injured and approximately 95,000 employees are injured every year while operating powered industrial trucks. Forklift turnover accounts for a significant number of these fatalities.

Solutions:

- Train and certify all operators to ensure that they operate forklifts safely.
- Do not allow any employee under 18 years old to operate a forklift.
- Properly maintain haulage equipment, including tires.
- Do not modify or make attachments that affect the capacity and safe operation of the forklift without written approval from the forklift's manufacturer.
- Examine forklift truck for defects before using.
- Follow safe operating procedures for picking up, moving, putting down and stacking loads.



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- Drive safely--never exceed 5 mph and slow down in congested or slippery surface areas.
- Prohibit stunt driving and horseplay.
- Do not handle loads that are heavier than the capacity of the industrial truck.
- Remove unsafe or defective forklift trucks from service.
- Operators shall always wear seat belts.
- Avoid traveling with elevated loads.
- Assure that rollover protective structure is in place.
- Make certain that the reverse signal alarm is operational and audible above the surrounding noise level.

Head Protection

Hazard: Serious head injuries can result from blows to the head.

Solution:

- Be sure that workers wear hard hats where there is a potential for objects falling from above, bumps to their heads from fixed objects, or accidental head contact with electrical hazards.



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Safety Checklists

The following checklists may help you take steps to avoid hazards that cause injuries, illnesses and fatalities. As always, be cautious and seek help if you are concerned about a potential hazard.

Personal Protective Equipment (PPE)

Eye and Face Protection

- ☐ Safety glasses or face shields are worn anytime work operations can cause foreign objects getting into the eye such as during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles).
- ☐ Eye and face protectors are selected based on anticipated hazards.
- ☐ Safety glasses or face shields are worn when exposed to any electrical hazards including work on energized electrical systems.

Foot Protection

- ☐ Construction workers should wear work shoes or boots with slip-resistant and puncture-resistant soles.
- ☐ Safety-toed footwear is worn to prevent crushed toes when working around heavy equipment or falling objects.

Hand Protection

- ☐ Gloves should fit snugly.





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- ☐ Workers wear the right gloves for the job (for example, heavy-duty rubber gloves for concrete work, welding gloves for welding, insulated gloves and sleeves when exposed to electrical hazards).

Head Protection

- ☐ Workers shall wear hard hats where there is a potential for objects falling from above, bumps to their heads from fixed objects, or of accidental head contact with electrical hazards.
- ☐ Hard hats are routinely inspected for dents, cracks or deterioration.
- ☐ Hard hats are replaced after a heavy blow or electrical shock.
- ☐ Hard hats are maintained in good condition.

Scaffolding

- ☐ Scaffolds should be set on sound footing.
- ☐ Damaged parts that affect the strength of the scaffold are taken out of service.
- ☐ Scaffolds are not altered.
- ☐ All scaffolds should be fully planked.
- ☐ Scaffolds are not moved horizontally while workers are on them unless they are designed to be mobile and workers have been trained in the proper procedures.
- ☐ Employees are not permitted to work on scaffolds when covered with snow, ice, or other slippery materials.
- ☐ Scaffolds are not erected or moved within 10 feet of power lines.
- ☐ Employees are not permitted to work on scaffolds in bad weather or high winds.



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unless a competent person has determined that it is safe to do so.

- ☐ Ladders, boxes, barrels, buckets or other makeshift platforms are not used to raise work height.
- ☐ Extra material is not allowed to build up on scaffold platforms.
- ☐ Scaffolds should not be loaded with more weight than they were designed to support.

Electrical Safety

- ☐ Work on new and existing energized (hot) electrical circuits is prohibited until all power is shut off and grounds are attached.
- ☐ An effective Lockout/Tagout system is in place.
- ☐ Frayed, damaged or worn electrical cords or cables are promptly replaced.
- ☐ All extension cords have grounding prongs.
- ☐ Protect flexible cords and cables from damage. Sharp corners and projections should be avoided.
- ☐ Use extension cord sets used with portable electric tools and appliances that are the three-wire type and designed for hard or extra-hard service. (Look for some of the following letters imprinted on the casing: S, ST, SO, STO.)
- ☐ All electrical tools and equipment are maintained in safe condition and checked regularly for defects and taken out of service if a defect is found.
- ☐ Do not bypass any protective system or device designed to protect employees from contact with electrical energy.





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- ☐ Overhead electrical power lines are located and identified.
- ☐ Ensure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- ☐ All electrical tools must be properly grounded unless they are of the double insulated type.
- ☐ Multiple plug adapters are prohibited.

Floor and Wall Openings

- ☐ Floor openings (12 inches or more) are guarded by a secured cover, a guardrail or equivalent on all sides (except at entrances to stairways).
- ☐ Toeboards are installed around the edges of permanent floor openings (where persons may pass below the opening).

Elevated Surfaces

- ☐ Signs are posted, when appropriate, showing the elevated surface load capacity.
- ☐ Surfaces elevated more than 48 inches above the floor or ground have standard guardrails.
- ☐ All elevated surfaces (beneath which people or machinery could be exposed to falling objects) have standard 4-inch toeboards.
- ☐ A permanent means of entry and exit with handrails is provided to elevated storage and work surfaces.
- ☐ Material is piled, stacked or racked in a way that prevents it from tipping, falling, collapsing, rolling or spreading.



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Hazard Communication

- ☐ A list of hazardous substances used in the workplace is maintained and readily available at the worksite.
- ☐ There is a written hazard communication program addressing Material Safety Data Sheets (MSDS), labeling and employee training.
- ☐ Each container of a hazardous substance (vats, bottles, storage tanks) is labeled with product identity and a hazard warning(s) (communicating the specific health hazards and physical hazards).
- ☐ Material Safety Data Sheets are readily available at all times for each hazardous substance used.
- ☐ There is an effective employee training program for hazardous substances.

Crane Safety

- ☐ Cranes and derricks are restricted from operating within 10 feet of any electrical power line.
- ☐ The upper rotating structure supporting the boom and materials being handled is provided with an electrical ground while working near energized transmitter towers.
- ☐ Rated load capacities, operating speed and instructions are posted and visible to the operator.
- ☐ Cranes are equipped with a load chart.
- ☐ The operator understands and uses the load chart.
- ☐ The operator can determine the angle and length of the crane boom at all times.





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- ☐ Crane machinery and other rigging equipment is inspected daily prior to use to make sure that it is in good condition.
- ☐ Accessible areas within the crane's swing radius are barricaded.
- ☐ Tag lines are used to prevent dangerous swing or spin of materials when raised or lowered by a crane or derrick.
- ☐ Illustrations of hand signals to crane and derrick operators are posted on the job site.
- ☐ The signal person uses correct signals for the crane operator to follow.
- ☐ Crane outriggers are extended when required.
- ☐ Crane platforms and walkways have anti-skid surfaces.
- ☐ Broken, worn or damaged wire rope is removed from service.
- ☐ Guardrails, hand holds and steps are provided for safe and easy access to and from all areas of the crane.
- ☐ Load testing reports/certifications are available.
- ☐ Tower crane mast bolts are properly torqued to the manufacturer's specifications.
- ☐ Overload limits are tested and correctly set.
- ☐ The maximum acceptable load and the last test results are posted on the crane.
- ☐ Initial and annual inspections of all hoisting and rigging equipment are performed and reports are maintained.
- ☐ Only properly trained and qualified operators are allowed to work with hoisting and rigging equipment.



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Forklifts

- ☐ Forklift truck operators are competent to operate these vehicles safely as demonstrated by their successful completion of training and evaluation.
- ☐ No employee under 18 years old is allowed to operate a forklift.
- ☐ Forklifts are inspected daily for proper condition of brakes, horns, steering, forks and tires.
- ☐ Powered industrial trucks (forklifts) meet the design and construction requirements established in American National Standards Institute (ANSI) for Powered Industrial Trucks, Part II ANSI B56.1-1969.
- ☐ Written approval from the truck manufacturer is obtained for any modification or additions which affect capacity and safe operation of the vehicle.
- ☐ Capacity, operation and maintenance instruction plates, tags or decals are changed to indicate any modifications or additions to the vehicle.
- ☐ Battery charging is conducted in areas specifically designated for that purpose.
- ☐ Material handling equipment is provided for handling batteries, including conveyors, overhead hoists or equivalent devices.
- ☐ Reinstalled batteries are properly positioned and secured in the truck.
- ☐ Smoking is prohibited in battery charging areas.
- ☐ Precautions are taken to prevent open flames, sparks or electric arcs in battery charging areas.
- ☐ Refresher training is provided and an evaluation is conducted whenever a fork-



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lift operator has been observed operating the vehicle in an unsafe manner and when an operator is assigned to drive a different type of truck.

- ☐ Load and forks are fully lowered, controls neutralized, power shut off and brakes set when a powered industrial truck is left unattended.
- ☐ There is sufficient headroom for the fork-lift and operator under overhead installations, lights, pipes, sprinkler systems, etc.
- ☐ Overhead guards are in place to protect the operator against falling objects.
- ☐ Trucks are operated at a safe speed.
- ☐ All loads are kept stable, safely arranged and fit within the rated capacity of the truck.
- ☐ Unsafe and defective trucks are removed from service.



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Construction Safety & Health Resources

Most resource materials can be found on the OSHA website: www.osha.gov

Publications

Publications can be downloaded or ordered at:
<http://www.osha.gov/pls/publications/pubindex.list>

A Guide to Scaffold Use in the Construction Industry

OSHA Publication 3150 (Revised 2002), 2.1 MB PDF, 73 pages.

Booklet in question-and-answer format highlights information about scaffold safety.
<http://www.osha.gov/Publications/osh3150.pdf>

Concrete and Masonry Construction

OSHA Publication 3106 (Revised 1998), 414 KB PDF, 32 pages.

Details information on OSHA's Concrete and Masonry standard.
<http://www.osha.gov/Publications/osh3106.pdf>

Crystalline Silica Exposure Card for Construction

OSHA Publication 3177 (Revised 2002), 2 pages.
Discusses silica hazards, and what employers and employees can do to protect against exposures to silica.

A Spanish version is also available. OSHA Publication 3179 (Revised 2003), 2 pages.

Excavations

OSHA Publication 2226 (Revised 2002), 533 KB PDF, 44 pages.

A detailed explanation of all aspects of excavation and trenching.
<http://www.osha.gov/Publications/osh2226.pdf>

Fall Protection in Construction

OSHA Publication 3146 (Revised 1998), 177 KB PDF, 43 pages.

<http://www.osha.gov/Publications/osh3146.pdf>





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Ground-Fault Protection on Construction Sites

OSHA Publication 3007 (Revised 1998), 100 KB PDF, 31 pages.

Booklet on ground-fault circuit interrupters for safe use of portable tools.

<http://www.osha.gov/Publications/osh3007.pdf>

Lead in Construction

OSHA Publication 3142 (Revised 2003), 610 KB PDF, 38 pages.

Describes hazards and safe work practices concerning lead.

<http://www.osha.gov/Publications/osh3142.pdf>

OSHA Assistance for the Residential Construction Industry

Many OSHA standards apply to residential construction for the prevention of possible fatalities. This web page provides information about those standards and the hazards present in residential construction. It was developed in cooperation with the National Association of Home Builders (NAHB) as part of the OSHA-NAHB Alliance.

<http://www.osha.gov/SLTC/residential/index.html>

Selected Construction Regulations (SCOR) for the Home Building Industry (29 CFR 1926)

OSHA Publication (Revised 1997), 1.2 MB PDF, 224 pages.

Provides information on safe and healthful work practices for residential construction employers; identifies OSHA standards applicable to hazards found at worksites in the residential construction industry.

<http://www.osha.gov/Publications/scor1926.pdf>

Stairways and Ladders

OSHA Publication 3124 (Revised 2003), 155 KB PDF, 15 pages.

Explains OSHA requirements for stairways and ladders.

<http://www.osha.gov/Publications/osh3124.pdf>



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Working Safely in Trenches

OSHA Publication 3243 (2005), 2 pages.
Provides safety tips for workers in trenches. A Spanish version is on the reverse side.
http://www.osha.gov/Publications/trench/trench_safety_tips_card.pdf

Crane Safety

Safety and Health Topics: Crane, Derrick and Hoist Safety -- Hazards and Possible Solutions

December 2003. One page.
OSHA website index provides references to aid in identifying crane, derrick and hoist hazards in the workplace.
<http://www.osha.gov/SLTC/cranehoistsafety/recognition.html>

Electrical Hazards

Control of Hazardous Energy (Lockout/Tagout)

OSHA Publication 3120 (Revised 2002), 174 KB PDF, 45 pages.
This booklet presents OSHA's general requirements for controlling hazardous energy during service or maintenance of machines or equipment.
<http://www.osha.gov/Publications/osh3120.pdf>

Controlling Electrical Hazards

OSHA Publication 3075 (Revised 2002), 349 KB PDF, 71 pages.
This publication provides an overview of basic electrical safety on the job.
<http://www.osha.gov/Publications/osh3075.pdf>

Safety and Health Topics: Lockout/Tagout

OSHA website index to information about lockout/tagout, including hazard recognition, compliance, standards and directives, Review Commission and Administrative Law Judge Decisions, standard interpretations and compliance letters, compliance assistance and training.
<http://www.osha.gov/SLTC/controlhazardousenergy/index.html>



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Hazard Communication

Hazard Communication: Foundation of Workplace Chemical Safety Programs

OSHA website index for resources on hazard communication.

<http://www.osha.gov/SLTC/hazardcommunications/index.html>

Frequently Asked Questions for Hazard Communication

OSHA, 6 pages.

Website questions and answers on hazard communication.

<http://www.osha.gov/html/faq-hazcom.html>

Hazard Communication Standard

OSHA Fact Sheet No. 93-26 (1993), 3 pages.

Highlights protections under OSHA's Hazard Communication standard.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=FACT_SHEETS&p_id=151

Hazard Communication Guidelines for Compliance

OSHA Publication 3111 (2000), 112 KB PDF, 33 pages.

This document aids employers in understanding the Hazard Communication standard and in implementing a hazard communication program.

<http://www.osha.gov/Publications/osh3111.pdf>

Chemical Hazard Communication

OSHA Publication 3084 (1998), 248 KB PDF, 31 pages.

This booklet answers several basic questions about chemical hazard communication.

<http://www.osha.gov/Publications/osh3084.pdf>

NIOSH Pocket Guide to Chemical Hazards

Handy source of general industrial hygiene information on several hundred chemicals/classes for workers, employers and occupational health professionals.

<http://www.cdc.gov/niosh/npg/npg.html>



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Material Handling

Materials Handling and Storage

OSHA Publication 2236 (Revised 2002), 559 KB PDF, 40 pages.

A comprehensive guide to hazards and safe work practices in handling materials.

<http://www.osha.gov/Publications/osh2236.pdf>

Personal Protective Equipment

Personal Protective Equipment

OSHA Publication 3155 (2003), 305 KB PDF, 44 pages.

Discusses equipment most commonly used for protection for the head, including eyes and face and the torso, arms, hands, and feet. The use of equipment to protect against life-threatening hazards is also discussed.

<http://www.osha.gov/Publications/OSHA3155/osh3155.html>

Safety and Health Topics: Personal Protective Equipment

OSHA website index to hazard recognition, control and training related to personal protective equipment. <http://www.osha.gov/SLTC/personalprotectiveequipment/index.html>

Toxic Metals: Cadmium

Safety and Health Topics: Cadmium

OSHA website index to recognition, evaluation, control, compliance and training related to Cadmium.

<http://www.osha.gov/SLTC/cadmium/index.html>

Electronic Construction Resources

OSHA eTools and Expert Advisors can be found on OSHA's website: <http://www.osha.gov>

eTools

Construction: Preventing Fatalities. Construction can be a safe occupation when workers are aware of the hazards, and an effective safety





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and health program is used. This eTool will help workers identify and control the hazards that commonly cause the most serious construction injuries. A Spanish translation of this eTool is also available.

Scaffolding: Supported Scaffolds and Suspended Scaffolds. These eTools provide illustrated examples of safe scaffolding use. Hazards are identified as well as the controls that keep those hazards from becoming tragedies.

Solutions for Electrical Contractors. This eTool describes common hazards that electrical contractors may encounter and possible solutions for these hazards. The eTool was developed in cooperation with the Independent Electrical Contractors (IEC) as part of the OSHA-IEC Alliance.

Steel Erection. America's 56,000 steel erectors suffer 35 fatal accidents per year, a rate of one death per 1,600 workers. OSHA estimates that 30 of those deaths as well as nearly 1,150 annual lost-workday injuries can be averted by compliance with provisions of the Steel Erection standard, developed with industry and labor through negotiated rulemaking. To that end, this eTool has been created to educate employers and workers.

OSHA's Expert Advisors

The Asbestos Advisor: This computer program provides an introduction to the scope and logic of the regulations for general industry, construction and maritime.

Lead in Construction Advisor: This computer program provides an introduction to the scope and logic of the regulations regarding occupational exposure to lead and summary guidance to facilitate compliance.



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Construction Industry Cooperative and State Programs



Voluntary Protection Programs

OSHA recognizes Voluntary Protection Programs (VPP) worksites for their excellent safety and health management systems.

OSHA Construction

OSHA has announced an OSHA Construction program to address the unique needs of the industry. The goal of this program is to make VPP more accessible to construction employers, especially small construction employers and to maintain the high standards of VPP while expanding participation to broad construction industry categories such as short-term projects, mobile workforces, general contractors and sub-contractors. Pilot programs in these categories have shown beneficial results for participants.

OSHA Challenge

OSHA has created the Challenge Pilot to provide greater opportunities to eligible employers interested in working with OSHA to create safer and healthier workplaces. The pilot is designed to reach and guide employers and companies in all major industry groups who are strongly committed to improving their safety and health management systems and interested in pursuing recognition in VPP. OSHA Challenge provides participants a guide or roadmap to



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improve performance and ultimately the opportunity to take part in the VPP Merit or Star programs.



Alliance Program

Alliances enable organizations committed to workplace safety and health to collaborate with OSHA to prevent injuries and illnesses in the workplace.

OSHA has a number of national and regional or area office alliances that impact the construction industries. The details of these alliances can be found on www.osha.gov under Alliances.



OSHA Strategic Partnership Program

Partnerships are voluntary, cooperative relationships between OSHA and groups of employers, employees and employee representatives (sometimes including other stakeholders and sometimes involving only one employer) that encourage, assist and recognize efforts to eliminate serious hazards and achieve a high level of worker safety and health. National construction partnerships include AMEC Construction, Associated Builders and Contractors (ABC) and the National Ready-Mixed Concrete Association. In addition to the national partnerships, OSHA



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has had nearly 170 regional strategic partnerships with the construction industry since the program's start in 1998.

State Programs

Twenty-six States and territories operate their own occupational safety and health programs under plans approved by Federal OSHA. Twenty-two of these programs cover both private sector and public (State and local government) employees; four cover public employees only. States may have somewhat different requirements and procedures for the construction industry, but they are required to be at least as effective as Federal OSHA. All State Plans offer a VPP program and have additional cooperative programs parallel to OSHA's Alliance and Strategic Partnership programs. A list of States with approved plans may be found at www.osha.gov

Consultation

Every state offers a free, on-site consultation program to help small employers find and fix hazards and establish effective safety and health management systems. Funded primarily by OSHA, consultation is provided at no cost to small employers and is delivered by state authorities through professional safety and health consultants. More information on OSHA's Consultation Program appears on the agency's website at www.osha.gov



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WORKER SAFETY SERIES

Success Stories

Partnership Reduced Injuries during Art Museum Renovation

In 2002, OSHA and AMEC Construction developed a partnership to prevent injuries at the \$425 million rebuilding/renovation construction project for New York City's renowned Museum of Modern Art (MoMA).

The partnership covered some 220 employees and 17 employers who worked to more than double MoMA's space and expand facilities for special exhibitions, public programs, educational outreach and scholarly research.

AMEC employees completed more than 800,000 hours in 2003 and racked up two impressive safety and health statistics: the number of Days Away Restricted and Transferred (DART) percentage was 90 percent below the national average for their standard industrial classification (SIC) code and the Total Case Incident Rate (TCIR)



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was 92 percent below the national average for their SIC.

Best practices used included daily safety inspections conducted at the site and any hazards identified were corrected immediately. Inspection results were discussed at safety committee meetings. Each employee knew that a safety issue would be dealt with promptly when it came to management's attention. Additionally, an on-site incentive encouraged safe workplace practices.

The right combination of best safety management practices, partnering between OSHA and AMEC Construction, and a DART percentage 90 percent below the national average are fitting achievements for a new and better home for the world's leading collection of modern and contemporary art.

Fatalities Prevented, Injuries Minor, Workers' Comp Costs Slashed

Turner Construction and OSHA Teamed Up on Wisconsin Stadium Project

Teamwork at the Green Bay Packers' Lambeau Field is not just for professional football players. A partnership between Turner Construction and OSHA made teamwork in achieving health and safety a top priority for construction workers building and expanding the stadium.

In 2003, the \$295 million renovation of the Lambeau Field stadium was completed, more than doubling the size of the previous stadium. Seating capacity was increased from 60,890 to over 72,000.





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Partnering with OSHA paid off. There were fewer serious injuries for workers and a more than 20 percent cut in workers' compensation costs for the contractor.

The partnership had three goals:

- All contractors have an effective safety and health program;
- All hazards corrected daily after daily audits are conducted; and
- Increase the level of training for supervisors and employees.

The work was more hazardous than typical steel erections because stadiums are curved and angular in shape. Also, construction and demolition activities were taking place simultaneously, often within a few feet of each other.

Several potential serious accidents were avoided by requiring all contractors' safety and health programs to establish a requirement of 100 percent fall protection at or above six feet.

One worker on the project slipped off a steel beam located six stories above ground. Thanks to his use of full fall protection, serious injury -- or possible death -- was avoided. He was back at work shortly after his rescue. Less than two months later, a second worker slipped from a beam, but also escaped injury because of his fall protection equipment. Like his coworker, he returned to work the same day. An ironworker and a carpenter also fell and were saved by their harnesses.



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A significant achievement included 4,300 workers completing OSHA's 10-hour construction training. An added benefit for the industry is that these employees are bringing their safety training to other sites where they are now working.



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Employers are responsible for providing a safe and healthful workplace for their employees. OSHA's role is to assure the safety and health of America's workers by setting and enforcing standards; providing training, outreach and education; establishing partnerships; and encouraging continual improvement in workplace safety and health.

This informational booklet provides a general overview of a particular topic related to OSHA standards. It does not alter or determine compliance responsibilities in OSHA standards or the *Occupational Safety and Health Act of 1970*. Because interpretations and enforcement policy may change over time, you should consult current OSHA administrative interpretations and decisions by the Occupational Safety and Health Review Commission and the Courts for additional guidance on OSHA compliance requirements.

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This information is available to sensory impaired individuals upon request. Voice phone: (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.



Weekly Toolbox Topic Sheets



Weekly Safety Meetings

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Carbon Monoxide Poisoning

Carbon monoxide (CO) is a poisonous gas that's colorless, odorless, and tasteless. Sometimes carbon monoxide is mixed with other gases that do have an odor. So it's possible for you to inhale carbon monoxide without knowing it, either because your senses can't detect it, or because you think you're inhaling something else when it is actually present. Carbon monoxide is a common industrial hazard resulting from the incomplete burning of materials containing carbon such as gasoline, kerosene, oil, propane, natural gas, coal, or wood. One of the most common sources of carbon monoxide exposure in the workplace is the internal combustion engine.

When you breathe in carbon monoxide, it displaces oxygen in your blood, depriving your heart, brain, and other vital organs of oxygen. Initial symptoms of CO poisoning include tightness across the chest, headache, fatigue, dizziness, drowsiness, or nausea. During prolonged or high exposure, symptoms may worsen and could include one or more of the following: vomiting, confusion, loss of consciousness, or muscle weakness.

Symptoms can vary widely from person to person, but they occur sooner in those most susceptible: young children, the elderly, people with lung or heart disease, those at high altitudes, and anyone who already has elevated carbon monoxide levels, such as smokers. CO poisoning can be reversed if caught in time. But even if you recover, acute poisoning may result in permanent damage to the heart and brain.

We should all take the following steps to reduce the chances of CO poisoning on the jobsite:

- Report any situation that might cause CO to accumulate (like running a space heater inside a building or setting up a generator on the ground near a basement window).
- Be alert to ventilation problems, especially in enclosed areas where gases of burning fuels may be released.
- Avoid the use of gas-powered engines (such as those in power washers, generators, and forklifts) in enclosed areas.
- Maintain equipment and appliances that produce CO (such as space heaters, generators, and water heaters) in good working order.
- When possible, eliminate the use of machines and tools that produce CO. Instead, use equipment powered by electricity or compressed air.
- If you suspect CO poisoning, leave the area and avoid overexertion.
- If you experience symptoms of CO poisoning, get fresh air right away and seek medical attention immediately.

SAFETY REMINDER

Carbon monoxide poisoning poses a particular risk to unborn children. Pregnant mothers should be very cautious.

NOTES:

SPECIAL TOPICS /EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

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Chemical Safety

Let's start with "Don't eat it; don't drink it; don't smoke it; don't inhale it." Those chemical safety rules sound pretty obvious, but think about what they mean. You have to keep chemicals away from your mouth, your nose, your food, your cigarettes. Do you wash your hands before you eat, drink, or light a cigarette? Do you wash your hands **before** going to the bathroom? Should you wash your face before eating? Do you change clothes before going home? How do you know what to do? Read the MSDS, the label, and the instructions.

There are more than 650,000 hazardous chemical products used in workplaces across the country. The list of chemicals we use is long and includes asbestos, paint, oxygen, acetylene, benzene, solvents, cleaning agents, varnishes, gasoline, diesel fuel, Freon®, lead, and pesticides. While they're vital for getting our jobs done, they can also be dangerous to our health and safety. That's why it's so important to read, understand, and take precautions **before you use any chemical**.

Get a copy of the Material Safety Data Sheet (MSDS) and read it carefully. Look for critical information on routes of exposure, what to do if you are exposed, how to handle a spill or fire, what PPE you will need to wear, ventilation requirements, and flammability hazards.

Signal words such as **Danger**, **Caution**, **Poison**, and **Warning** on chemical labels are trigger words that should stop you and prompt you to read further. Chemical hazard statements on labels may include the following:

- ⚠ CAUSES SEVERE BURNS
- ⚠ MAY BE FATAL IF SWALLOWED, INHALED, OR ABSORBED THROUGH THE SKIN
- ⚠ EXTREMELY FLAMMABLE LIQUID AND VAPOR
- ⚠ STRONG OXIDIZER
- ⚠ CANCER HAZARD
- ⚠ CAUSES BIRTH DEFECTS

Any chemical bearing these warnings can be harmful and even fatal if the user does not follow proper safety practices and wear the necessary personal protective equipment.

When working with chemicals, it's important to follow the manufacturer's recommendations and instructions. A relatively safe material may be explosive if sprayed. Some chemicals release toxins as they dry or cure creating a hazardous atmosphere **after** they have been safely applied.

Each container of hazardous chemicals in the workplace must be labeled, marked, or tagged identifying the hazardous chemical inside and warning of its hazards. If you transfer a chemical into a different container, make sure that it gets labeled properly!

SAFETY REMINDER

Chemical safety is a must at home too. Take inventory of what you have under the sink, in your storeroom, and in the garage. Talk to your family about the hazards of chemicals and how to avoid injuries.

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Concrete Hazards

Concrete is one of the most commonly used materials in construction. It is a strong and versatile building material that we use for foundations, flooring, walls, and even countertops in some kitchens. But you shouldn't let your guard down even though you probably either work with it yourself, or see others using it almost every day. While it can certainly be used safely, you should be aware of the potential hazards of working with concrete.

You might be interested to know that concrete has been around as a building material for thousands of years. Ancient Romans used it to build many structures that still stand today. But the chemical makeup of concrete has changed since the Romans mixed horsehair and blood into it. Nowadays, cement contains substances that are corrosive to human skin; silica, which can irritate the skin and lungs; as well as other hazardous compounds. In order to work safely where cement or concrete is used or installed, keep the following safety tips in mind.

Protect your back. Dry cement is heavy, and wet concrete is even heavier. Use mechanical lifting devices when you need to move heavy loads of concrete. Never lift more than you can handle comfortably. Ask a co-worker for help when you need it. Return the favor when they ask for help.

Protect your lungs. When working with dry cement or cutting through set concrete, corrosive particles can fly into your nose or mouth and cause short-term or long-term health problems. When it's not windy, cement and concrete dust can accumulate around you and find its way into your

lungs. Wear a close-fitting mask or respirator when working with dry cement. Bring a change of clothes to work so you don't take the dust back to your car or home. If you inhale dust and you have trouble breathing or can't stop coughing, seek immediate medical attention.

Protect your eyes. Concrete dust can severely damage human skin tissue, including your eyes. Wear close-fitting safety goggles, not just safety glasses, when working around concrete dust. Know where the eyewash station is located. If you do get concrete or cement dust into your eyes, rinse them for at least 15 minutes and seek medical attention immediately afterward.

Protect your skin. When working with cement, you should wear boots and gloves that prevent your skin from coming in contact with it. If you're standing in wet concrete, make sure it doesn't get in over the top of your boots. Wear long sleeves and long gloves. If your skin comes in contact with wet concrete, wash it with cool water and a pH neutral soap. Seek medical attention for burns, rashes, or irritation.

Concrete can be—and is—used safely everyday. Make sure you use it safely and avoid injury.

SAFETY REMINDER

Inhaling silica can lead to silicosis, a lung disease that can leave you gasping for breath. Wear the appropriate mask or respirator when working with dry cement.

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Conveyors, Pinch Points, & Lockout/Tagout

Conveyors provide a safe, efficient, and convenient way to move construction materials. You've probably seen them around construction sites. Portable conveyors feed roofing shingles up to roofers. Concrete trucks may be equipped with conveyors. Permanent batch plants use conveyors to feed materials like sand, gravel, and cement up to the top of a hopper. Tree grinders and soil pulverizers use conveyors.

The convenience of conveyors doesn't come without hazards. Conveyors use combinations of belts, chains, sprockets, rollers, pulleys, screw gears, and lots of rotating parts. Some of these elements may be moving slowly, but others rotate at high speeds. Any body part, hair, jewelry, or clothing that comes in contact with those moving parts can be nipped, pinched, squeezed, entrapped, or just ripped off completely. Your fingers, hands, and arms don't stand a chance if you get caught.

Guards are safety devices put in place to protect you from coming in contact with moving parts. Never alter or remove guards. Don't work near a conveyor with missing guards or other damaged safety devices. Stay clear of all moving parts. Maintain a safe distance and heed all startup alarms or signals. Know the locations of all stop/start controls. Never operate or work near a conveyor without the proper training.

You should also never attempt to service or adjust a conveyor unless you are trained and authorized to do that

kind of maintenance. If you will be working on a conveyor, make sure you follow your employer's lockout/tagout procedure. Never perform service or adjustments on a conveyor until it is completely locked out. Always lock out the power source, release all stored energy, put a lock or tag on every start switch, and test the system to be sure it won't start up. If you are responsible for locking out equipment, follow LOTO procedures to the letter.

Once you are done with repairs, be sure to replace all guards that may have been removed. After reversing all your lockout steps, check the conveyor line to be sure everything and everyone is clear prior to starting it back up. It's always a good practice to visually inspect the system and verbally convey to your co-workers that the conveyor is about to restart. Remove your lock only after you are certain it is safe to restart the conveyor.

The hazards of conveyors can be minimized with proper training and safe work practices. Always be aware of your distance from a conveyor. Report missing guards, faulty emergency stop buttons, and damaged conveyors to your supervisor immediately.

SAFETY REMINDER

Head protection is essential when working near elevated conveyors. Conveyed objects can fall onto workers below. Always wear your hard hat.

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Don't Get Hit or Squashed

Too many construction workers lose their lives in struck-by or caught-in-between accidents that are preventable. We've all read headlines about workers being killed when the unprotected excavation they were working in collapsed and crushed the life out of them. Or we've heard the sad stories of workers crushed when construction equipment backed over them. Don't become another construction accident story or statistic. Pay attention so that you aren't struck by heavy equipment or caught between a moving object and a hard place.

OSHA regulations state that all bi-directional earth-moving equipment must have a back-up alarm. Yes, that annoying "BEEP, BEEP, BEEP" attention-getter is for your protection. However, you may become so used to the sound that it stops getting your attention. This is a deadly mistake. The noise is designed to warn you that equipment is reversing in your vicinity. When you hear the back-up alarm, look up, check your surroundings, and get out of the way if necessary. Don't take chances with your life.

Back-up alarms are also found on many trucks that have their rear views obstructed. Flatbed trucks, cement mixers, and even garbage trucks will "beep" when they reverse. Don't assume the noise is far away enough for you to be safe. It could be the last assumption you ever make.

Another construction hazard involves placing yourself between a fixed object and a moving piece of equipment. Never put yourself in harm's way by standing, for instance,

between a backhoe's digging arm and a wall. One wrong swing by the operator could crush you. Another danger zone is being on the "traffic side" of a column, post, or bollard—where you could get squashed or pinned between the column and a forklift or other vehicle.

For the same reason, you should never stand in front of a load of reinforced concrete pipe that is being unloaded. Imagine: the driver frees the tie-down straps, the trailer is on a slight incline, and the pipe begins to roll off the truck trailer unexpectedly. Where will you go? You can probably imagine that concrete pipe landing on a worker is a horrific sight. The same hazards apply to a truckload of steel or sprinkler pipe. If you work around cranes, always use tag lines to guide loads; if you're close enough to use your hands, you're close enough to get crushed or pinned if the load moves unexpectedly.

Keep a safe distance from all heavy equipment. Assume that the operator cannot or did not see you. Make sure that you actually get the operator's attention before you cross in front of or behind any piece of equipment. Listen for that ever-present back-up alarm.

SAFETY REMINDER

Pinch points don't have to be big and involve your whole body. There are plenty of opportunities to pinch or smash "just" a finger. Watch out for your fingers and toes.

NOTES:

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Driving Safely

Increasingly long commutes and traffic congestion on roadways consume time and money, reduce productivity, and promote risky driving behavior. Because we spend so much time behind the wheel, we sometimes feel pressured to drive faster or to engage in distracting in-vehicle activities just so we can feel that we're not "wasting time" as we drive. However, engaging in these unsafe driving practices often leads to accidents and injuries.

Whether you drive your personal vehicle for work purposes, operate a company vehicle, or run errands with your kids in the family car, focus on driving cautiously and safely. Think about the following factors that can affect your safety and the safety of your passengers.

Seat belts are the single most effective means of reducing deaths and serious injuries in automobile crashes. During a crash, anyone who is not wearing a seat belt will slam into the steering wheel, into another passenger, into the windshield, or can be ejected from the vehicle. Ejection from a vehicle is one of the most dangerous things that can happen during a crash. In fatal crashes in 2004, 74% of those who were ejected from the vehicle were killed.

Multi-tasking is a way of coping with hectic schedules and time lost to traffic delays. More time on the road means less time at work and at home. But remember that "drive time" is not "down time," and it is not an opportunity to check e-mail, write a text message, apply makeup, shave, or eat a meal.

Alcohol, illegal drugs, and medications (whether prescription or over-the-counter) can affect your ability to drive safely. They can reduce your alertness, concentration, and coordination, and increase your reaction time. Alcohol is a contributing factor in 39% of all work-related traffic crashes. Don't risk your life or your job.

If you're tired or upset, don't drive. You may not be in a condition that will allow you to make smart, quick decisions. When driving a vehicle, it's important that you be well rested and alert so that you are in a position to defend yourself from drivers who make unsafe choices.

Aggressive driving includes speeding, tailgating, failure to signal, running red lights, and passing on the right. Avoid engaging in any conflict or one-ups-man-ship with other drivers. Allow others to merge. Treat other drivers as you want to be treated.

Poor visibility caused by poor lighting (particularly at night), glare, and bad weather can make it difficult to see and avoid other vehicles, pedestrians, cyclists, and other obstacles. Slow down and stay alert.

SAFETY REMINDER

Motor vehicle fatalities usually happen one or two at a time, and don't get much news attention. But 40,000 people will die in vehicle accidents this year. Drive safely and stay alive.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS / NOTES:

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REVIEWED MSDS #

SUBJECT:

MEETING DOCUMENTATION:

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Emergency Preparedness

Natural and man-made disasters can occur at any time. The only way to survive either of them safely is to anticipate emergencies and be prepared with a plan of action. Wildfires, earthquakes, ice storms, heat waves, house fires, floods, acts of terrorism, and plane crashes can kill workers, destroy workplaces, separate families, and cause panic in our communities. Even if the worst never happens, it's still good to be prepared.

An important part of making a workplace safe is to establish an emergency response plan that anticipates emergencies and covers expected and unexpected disasters. Review your employer's emergency plan and do your part by keeping up with the following:

- ☒ Know where emergency telephone numbers are posted.
- ☒ Memorize escape routes and keep reviewing them since they may change as the job changes.
- ☒ Know where to find shelter in case of a weather emergency.
- ☒ Participate in your employer's emergency preparedness training, drills, and other emergency exercises—don't just go through the motions.
- ☒ Learn how to perform basic first aid and CPR.
- ☒ Anticipate what to do in case the site loses power.
- ☒ Learn to use a fire extinguisher.
- ☒ Understand how to operate your site's emergency signals and alarms.

- ☒ Know the locations of first-aid kits, as well as emergency and disaster supplies.
- ☒ Review your employer's emergency plan regularly. Different sites may have very different plans.

At home, you and your family should have an emergency response plan in place before an emergency strikes. Meet with children and family members to discuss the dangers of fire, severe weather, earthquakes, and other emergencies. Discuss what to do during power outages. Draw a floor plan of your house and map out two escape routes from every room. Figure out where to meet and how to communicate in case of an emergency. Select an out-of-state and a local relative or friend for family members to call if separated by a disaster. Learn how to turn off water, gas, and power at main switches. Post emergency phone numbers near telephones.

Assemble a disaster kit with enough supplies to keep you and your family safe for a minimum of 72 hours. Don't forget prescriptions, a supply of non-perishable foods, enough water for each person (one gallon a day), clothing, prescription eyewear, car keys, some money, and special items for infants and elderly or disabled family members. Have a plan that includes food and medicines for your pets, too.

SAFETY REMINDER

Log onto www.ready.gov for more information on how to be prepared for many kinds of emergencies.

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Falls can be Gruesome

Most of us in the construction industry pay special attention when we pick up a newspaper or turn on the TV and hear about an accident on a construction site. Whether it's in the paper or on the evening news, it makes us stop and think about the many hazards on the job. Each of us wants to work safely and make it home to our family at the end of the day. Falls are the leading cause of death in the construction industry. Consider these stories of construction workers who died after suffering a fall on the job. Think about what could have been done to prevent their deaths.

In January of this year, a construction accident in New York City captured the headlines. A crane collapsed and led to a worker falling 42 stories to his death. What a horrible way to die! Imagine falling off a building and striking scaffold members on the way down. Imagine the impact of the sudden stop at the bottom. News reports indicated that the construction worker had just come back from a one-week vacation. Sadly, now a family is missing a father, brother, son, or a husband.

Another recent accident involved an ironworker who was hanging iron. Although he was wearing a harness and lanyard, he died because he didn't tie off. He lost his balance and fell to his death. On his way down, he struck several beams. His body fell onto some construction materials and broke apart on impact. Ugly doesn't describe the scene.

In another recent incident, a carpenter was climbing a job-built ladder that he had installed. When he got near the top of the ladder, he lost his balance and the ladder pulled away from the form. He fell backwards. The fall was only about 10 feet. You would think that someone could survive that fall, but he didn't. The journeyman carpenter landed on a she-bolt (a threaded rod) that was being used to stabilize the wall form. This piece of rod went right through his neck. The site team called 911 and rescue services responded promptly. Paramedics tried to do what they could, but the worker didn't survive. The carpenter's life ended lying on the ground, with his body impaled on a piece of rod.

When you get to work every morning, make safety your priority. Think about fall hazards before you begin your work. Follow all the rules and safe work practices you learned during training. Wear all the necessary fall protection equipment and know how to use it. Don't take any shortcuts. You don't want to become the next cautionary tale, local headline, or the latest statistic. Don't fall victim to carelessness.

SAFETY REMINDER

Take a moment to think about your loved ones. Let them remind you why fall protection and prevention—why coming home safe and healthy—are so important.

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First Aid

OSHA requires that your employer provide you with a safe and healthy workplace that is reasonably free of occupational hazards. However, even in the safest environments, accidents can happen. Therefore, it is essential to have first aid supplies available.

First aid is emergency medical attention administered immediately after an injury or sudden illness occurs and at the location where it occurred. First aid is provided before emergency medical treatment is available or while waiting for medical personnel. A first-aid provider is someone who is trained to provide limited emergency medical treatment using the supplies and equipment in the first aid kit.

OSHA's First Aid Standard (29 CFR 1910.151) requires trained first-aid providers at all workplaces that are not in near proximity to an infirmary, clinic, or hospital. First-aid kits are required on all sites.

For first aid to be available, a first-aid kit with adequate supplies must be maintained in an area readily available for emergency access. First-aid kits might differ from jobsite to jobsite depending on the size of the site and the kinds of hazards that are present. The person in charge of maintaining the first-aid kits should determine how many kits are needed, whether to supplement kits with additional equipment or supplies, and should periodically reassess the jobsites and the contents of the kits.

Anyone providing first-aid care must:

- Understand the legal aspects of providing first-aid.
- Learn to use universal precautions to protect themselves from bloodborne pathogens.
- Learn how to perform CPR and use an automated external defibrillator (AED).

Whether you are trained in first aid or not, you may need to go to the first-aid kit now and then—maybe for tweezers to remove a splinter, or to get a bandage to cover a small wound. Regardless of the reason, think first! Hepatitis B, HIV, and other nasty diseases can be spread by contact with blood. Use disposable tweezers or sterilize them before and after you use them. If you're bleeding, have someone else open the kit and get the bandage so you don't bleed on everything.

First aid really can mean the difference between life and death—whether on the job, at home, or at the ballpark. Check the first-aid kits and then take a first-aid class or at least learn CPR.

SAFETY REMINDER

Preventing accidents and injuries is the best strategy. Follow all safe work practices to avoid needing first aid in the first place.

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Foot & Leg Protection

Despite its many dangers, construction work can be a safe occupation when we are aware of the hazards involved. However, one of the safety issues we often forget about is proper foot and leg safety. Foot injuries can be debilitating and expensive. Your legs or feet can be crushed, punctured, sprained, or cut. If you can't walk, you're probably not going to be able to drive, stand up, or do your job. Protecting your feet and legs is very important.

The good news is that foot and leg injuries are preventable if you're aware of the hazards present in your work area and you wear the appropriate foot and leg protection. Examples of situations in which you should wear foot and/or leg protection include:

- When working with sharp objects such as nails or spikes that could pierce the soles or uppers of ordinary shoes.
- When heavy objects or tools might roll or fall onto your feet.
- When your legs are in danger of being severely cut.

Start with a solid pair of work boots that have puncture-resistant soles and leather uppers. These boots will go a long way toward protecting your feet and ankles from everyday puncture hazards, and provide good support for your feet.

Get steel-toed boots to protect your toes from crushing hazards. If your entire foot could be crushed, there are steel-toed boots that have a metal plate that covers the bridge of your foot too. These boots are often called metatarsal boots

because they protect the metatarsal bones that make up the bridge of your foot. In some cases, toe caps will provide sufficient temporary protection for your toes.

When your legs are at risk of being severely cut—if you use chainsaws for example—cut-resistant chaps may be helpful. These chaps are worn on top of pants and can be put on and taken off during the day. They are typically made of Kevlar or a similar, cut-resistant material and can prevent cuts and amputations; though they do not provide crush-protection.

When selecting protective footwear, make sure your boots fit well from the start. Don't expect boots to stretch or to become more comfortable after some use; they probably won't. Choose footwear that is comfortable and that fits properly. Poorly fitting footwear will cause foot pain and possibly back pain and fatigue. That pain can make it difficult for you to work and you may be less likely to wear your boots.

All protective equipment should be inspected before each use. Check foot and leg protection for wear and tear regularly. Look for cracks, holes, separation of materials, and broken buckles or laces. Check soles for embedded items that could work their way into the boot or could cause you to trip or slip.

SAFETY REMINDER

Tennis shoes, basketball shoes, sandals, and flip flops are NEVER appropriate footwear on a construction site.

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Gloves Are PPE

Think about your fingers and thumbs for a minute and consider your life without them. These mechanical marvels help us grasp objects, give us the ability to accomplish tasks that require touch, and they allow us to pick up and carry our children. Too often, construction workers suffer injuries because they fail to protect their hands and fingers. A good pair of gloves can provide a barrier from a variety of injuries.

When choosing the right pair of gloves for the task at hand, keep in mind that you can select from a wide range of gloves that offer different kinds of protection. Some offer cut resistance, others can withstand high temperatures, and still others provide protection from chemicals. The right pair of gloves can provide protection, comfort, and even increase your productivity.

Cut-Resistant Gloves are often made of Kevlar or wire mesh and offer cut and sometimes puncture protection for the palms, fingers, and the back of the hand. They are lightweight and flexible. Many styles feature rubbery, high-tac dots or stripes to give you a solid grip.

Temperature-Resistant Gloves are designed for tasks involving extreme temperatures such as welding. This kind of glove often features thick leather, synthetic coatings, insulation, glass cloth, or aluminized backing.

Chemical-Resistant Gloves are made from synthetic materials such as latex, polyvinyl chloride (PVC), nitrile, butyl, or neoprene. This type of glove offers chemical resistance, degradation resistance, and provides you with a better grip.

Leather Work Gloves are perhaps the most familiar type of gloves for construction workers. Cowhide is comfortable, durable, and resists abrasion. Pigskin is extremely breathable and returns to original pliability after getting wet. Goatskin offers the greatest softness and tactile sensitivity with strength and abrasion resistance. Grain leather and split leather also offer protection and abrasion resistance.

Gloves protect your hands, but they can make it more difficult to maintain a firm grip. Make sure that you can maintain a firm grip on tools, materials, railings, etc. whenever you're wearing gloves. We don't want protecting your hands to result in a falling object injury.

Injuries to hands and fingers can be severe and debilitating, so selecting the appropriate pair of gloves is essential. Even a minor finger injury can be very painful, may take a long time to heal, and will hinder your daily activities. Plan ahead to avoid injuries. Think about the tasks you need to complete, identify the hazards that are present, and then choose the right gloves for the job. Make gloves a part of your personal protective equipment routine. If you have questions about which gloves are right for a specific task, check with your supervisor.

SAFETY REMINDER

When providing first aid, CPR, or cleaning up after an accident or injury, wear latex gloves to protect yourself from exposure to infectious bodily fluids.

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Hard Hats & Struck-By Injuries

A hard hat is a required piece of personal protective equipment (PPE) on every jobsite. It protects you from injuries caused by falling objects and debris.

The genius of the hard hat is the combination of the hard outer shell and the suspension inside. The shell prevents penetration and transfers impact loads to the suspension. The suspension distributes impact loads over your head and creates a space between the shell and your head. If an object strikes your hard hat, the impact gets spread out, and that small space helps soften the blow.

The hard hat dates back to 1919 when the original "hard-boiled hat" was first manufactured of steamed canvas, glue, and black paint. The 1933 construction site at the Golden Gate Bridge was the first jobsite to be designated as a "hard hat area," requiring all workers to wear hard hats.

Hard hats are designed to protect you from falling or flying objects. To get the best protection, you must wear your hard hat with the brim facing forward. The outer shell is designed to deflect objects away from your head, face, neck, ears, and shoulders. So, essentially, the hard hat is protecting not only your brain, scalp, and skull, but also your eyes, neck, and shoulders. Objects falling from above that hit your hat should bounce away from you instead of striking your face, neck, etc.

Since your hard hat works hard to protect you, make sure

you keep it clean and in good shape. Never drill holes in your hard hat. Inspect it regularly for defects, damage, and wear and tear. Replace cold weather and sweat liners when necessary. Keep your hard hat clean: Wash it occasionally with a mild soap, and rinse it off thoroughly. Never paint a hard hat since solvents in the paint can weaken the outer protective shell.

While it's important and necessary to wear a hard hat, you should also consider ways to avoid struck-by injuries. Don't walk under work that is taking place overhead. Be observant of overhead activity. Never walk into an exclusion zone unless those who established the zone have cleared you to do so. Make it a practice to install toe-boards on scaffolds and work platforms so that you don't kick tools or materials onto workers below. Keep elevated scissor lifts, boom lifts, and swing stages free of unnecessary materials or tools that could accidentally be knocked off and strike people working below. Use tool restraints or lanyards to keep objects from falling to the ground below.

Your brain is the center of sensation, intellect, and your nervous system. Protect it by always wearing a hard hat.

SAFETY REMINDER

If you work around electrical hazards, make sure your hard hat is ANSI certified to protect you from electrical shock.

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At some point during the construction process, floor holes will be found on the jobsite. If these holes are not guarded, you're in danger of suffering injuries from falling objects, or you could fall yourself and get injured or killed. Holes can be found in floors, roofs, and other walking and working surfaces. Finished skylights also present similar hazards. To avoid the dangers of holes, you should use personal fall arrest systems, safety net systems, guardrail systems, or covers.

All holes have to be protected or guarded. Guardrails and covers are the most common solutions. If your work involves creating holes, you have a responsibility to keep them guarded or protected. If you use a guardrail, remember that the system must have a top rail, a mid rail, and a toeboard. Guardrails must be able to withstand 200 pounds of force applied within 2 inches of the top edge, in any outward or downward direction.

When you protect a hole with a cover, secure the cover in place. You can screw it down or place cleats on the bottom to prevent accidental displacement. The cover must be able to withstand **at least twice the likely load** (think about the big guy carrying a bag of cement) and it must be clearly marked "COVER" or "HOLE." When the cover is not in place, the hole should be attended constantly by a worker, or a guardrail should be installed. Recently, many contractors have started to require that floor holes have a secondary method of protection. This protection can consist of netting, wire mesh, additional rebar, or a second sheet of plywood installed from below. Secondary protection provides a means of protection for construction workers in case they mistakenly remove the primary protection and unknowingly step in the hole.

SAFETY REMINDER

When working near holes or any fall hazard, your priority should be to prevent falls. It's far better to use fall prevention and avoid the fall altogether.

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Keep Your Guards Up!

Moving machine parts are everywhere on construction sites: on circular saws, side grinders, chop saws, air compressors, heavy equipment, conveyor belts, pulleys, and rotating shafts. If any part of your clothing, hair, or body comes in contact with a moving machine part, you can suffer crushed fingers and hands, burns, blindness, amputation, or death.

The Occupational Safety and Health Administration (OSHA) estimates that workers who operate and maintain machinery suffer approximately 18,000 amputations, lacerations, crushing injuries, and abrasions; and over 800 deaths per year. Safeguards are in place to prevent these injuries. A well-designed and properly placed guard will protect you from getting entangled, pulled into, or crushed by dangerous moving parts.

Even the most comprehensive safeguard systems can be ineffective. Guards fail to protect you when they are not used properly (intentionally or because of a mistake or lack of knowledge), when they are removed or bypassed, when they are broken, and when you don't understand what the guards are doing. Protecting yourself from machine-related hazards requires knowledge and training. You should:

- Know the hazards associated with machines you use.
- Be aware of what guards should be in place: understand what they're protecting you from and how they're protecting you.
- Learn how to use the machine's guards properly.

- Be clear on when guards can be removed and by whom; usually guards are removed only for approved repairs or maintenance.
- Lock out and tag out machines when they're under repair and anytime guards are removed.
- Inform your supervisor when a guard is missing, loose, or damaged and take the machine or tool out of service.
- Never use a tool or machine with missing or broken guards.

Take a look around your work area today. Is it safe? Are rotating shafts guarded? Does the circular saw you're about to use have a guard covering the blade? Are you protected by a blade guard when you use your side grinder? Think of the accidents or near misses you've witnessed. Do you know co-workers who have missing fingertips, knuckles, or fingers? How have the injuries affected their lives?

Guards are designed to protect you from getting in harm's way. Make it a point to inspect tools and equipment before each use. If you must remove a guard to service or repair a machine, be sure you lock it out and release any stored energy. Once you're finished, replace the guard.

SAFETY REMINDER

Wear the necessary personal protective equipment when operating machines that create dust, particles, flying chips, or sparks.

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Lockout/Tagout

When it comes to maintenance, system repairs, electrical work, or confined spaces, simply shutting off equipment is not enough. Many serious injuries and fatal accidents have occurred because a worker *thought* a machine or piece of equipment was safely shut off. The OSHA lockout/tagout standard (29 CFR 1910.147) requires three basic elements in a lockout/tagout program: training, written procedures, and inspections. Make sure you know the details of your employer's lockout/tagout program and that you follow it carefully. What may seem like a small mistake could mean the difference between working safely and being exposed to deadly energy hazards.

Lockout/tagout procedures are designed to prevent injuries when you work around different types of energy hazards. Examples of these hazards include the following:

- ☐ **Electricity**
- ☐ **Chemicals**
- ☐ **Moving machinery**
- ☐ **Hydraulic and pneumatic pressure**
- ☐ **Stored energy**
- ☐ **Materials that could engulf or drown**

Before working on, repairing, adjusting, or replacing any equipment, you should follow these steps to put the machinery, equipment, or system in a safe, secured, or zero-energy state. **Communicate** by notifying all affected employees that the machine or equipment will be out of service. **Shut down** the equipment by pressing the stop

button, moving the switch into the "off" position, turning off the key, etc. **Isolate or disconnect** energy sources by closing all valves, disconnecting electricity, installing or activating energy isolating devices, blocking moving parts, releasing or blocking stored energy, and bleeding hydraulic or pneumatic lines. **Place a lock and tag** on all energy isolation devices. Each worker should have his or her own lock. **Verify** that all energy sources are de-energized and that the equipment will not start. Once you have installed your lock and ensured that it is safe for you to start working, you can begin.

After you have completed your work:

- remove all tools, parts, and scrap;
- inspect your area;
- make sure everyone is accounted for;
- replace all guards; and
- notify those involved that the lockout/tagout devices are being removed.

Once everyone is clear, you can remove your lock, restart the system, and put it back into service.

Remember, when in doubt, **lock it out!**

SAFETY REMINDER

Only the person who applied the lockout/tagout device is allowed to remove it. If you're not sure why a lockout/tagout device is in place, talk to your supervisor. Never attempt to remove the device!

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Machine Guarding

Take a few minutes to think of all the machines you work with on a construction site. Among them are bench grinders, power table saws, drill presses, radial arm saws, circular saws, concrete pumps, and sanders. Now think about all the moving parts that make up these machines such as rotating shafts, spinning blades, reciprocating arms, pulleys, belts, and chains. Moving machine parts can cause severe workplace injuries such as amputations, lacerations, crushed fingers and hands, abrasions, burns, blindness, and even death. Guards prevent these injuries when we use them properly!

Machine guards are designed to protect machine operators and others nearby from unnecessary and preventable machine-related injuries. The point of operation and all parts of the machine that move while the machine is working must be safeguarded with machine guards that are properly installed and maintained.

Aside from protecting you from nip points and rotating parts, machine guards also provide protection from flying particles. Guards can protect you from flying fragments, chips, and sparks.

A personal experience—even one that starts off with “I heard about this guy who...”—can often work wonders to help us remember to work and act safely. Do you have one of those stories? Did it happen to you, or a tradesman that you know or worked with? Are you missing a finger due to an accident, or do you know someone who is? You might want to think about

that accident, maybe even tell others about it. The point is to learn from those mistakes, before they happen again.

Machine-related injuries can occur when you:

- Reach beyond a guard to clear materials or equipment.
- Operate a machine with loose or missing guards.
- Defeat, remove, lock back, or bypass a guard for convenience, or to work faster.
- Forget to lock out and tag out machinery when performing authorized maintenance.

When working with machinery, you must:

- Ensure all moving parts are properly guarded.
- Make sure machine guards are functional and in place.
- Report damaged, loose, and missing guards, or guards that are not providing adequate protection.
- Know when guards can be removed and by whom.
- Remove loose clothing, rings, watches, and jewelry so you don't get caught in moving parts.

Guards are for your protection. If you disable or reach around them to make do, you're only cheating yourself—and you may be cheating yourself out of a finger or a functional hand.

SAFETY REMINDER

Machine guards are essential. Respect them, keep them in place, and take equipment with missing guards out of service immediately.

NOTES:

SPECIAL TOPICS /EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

SAFE CARDS® PLANNED FOR THIS WEEK:

REVIEWED MSDS #

SUBJECT:

MEETING DOCUMENTATION:

JOB NAME:

MEETING DATE:

SUPERVISOR:

ATTENDEES:

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Maintaining the OSHA 300 Log

You, your employer, and OSHA share the goal of preventing injuries and illnesses on the job. One of the ways to achieve this goal is through the use of accurate injury and illness records like OSHA's Form 300, also called the "Log of Work-Related Injuries and Illnesses."

The OSHA 300 Log is used to classify work-related injuries and illnesses and to note the extent and severity of each case. The log should contain specific details about *what* happened and *how* it happened. Keep in mind that listing a case on the Log doesn't mean that you or your employer were at fault or that any OSHA standard was violated. Also, if an injury is listed on the log and later found to not be work-related, it can be crossed out. It is very important that you give your supervisor honest, correct, and complete details about all recordable injuries and illnesses.

The OSHA 300 Log contains columns to record many different pieces of information. For each incident, the following must be recorded: the case number; employee's name; job title; date of injury or illness; where the event occurred; description of the injury or illness; parts of the body affected; substances involved; classification of the case based on its outcome; days away from work, days of on-job transfer, or days of restricted duty; and type of illness. There are some instances when the identity of the employee must be kept confidential such as when an injury or illness results from a mental illness, a sexual assault, or if the employee requests that his or her name not be entered in the log.

Work-related injuries and illnesses that meet any of the specific recording criteria in 19 CFR 1904.8 through 1904.11 must be recorded. If you are not sure whether a case is recordable, call your local OSHA office.

OSHA 300 Log instructions state that information must be recorded about every work-related injury or illness that involves any of the following:

- ✓ death,
- ✓ loss of consciousness,
- ✓ restricted work activity or job transfer,
- ✓ days away from work,
- ✓ medical treatment beyond first aid,
- ✓ cancer,
- ✓ chronic irreversible disease,
- ✓ a fractured or cracked bone,
- ✓ a punctured eardrum, or
- ✓ an injury or illness diagnosed by a physician or other licensed health care professional.

OSHA may ask to see the site's log to track trends and help reduce accidents and injuries on the job.

SAFETY REMINDER

Employers must keep a log for each establishment or site for 5 years. You have a right to review injury and illness records.

NOTES:

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Moving Materials Between Floors

On every jobsite, there is a continuous flow of materials being received, transported, and moved to provide you with the necessary materials to get the job done. Improper handling of materials can result in serious accidents, injuries, and even fatalities. Today's Weekly Safety Meeting focuses on materials being moved between floors. Whether materials are moved manually or mechanically, you should be aware of the potential hazards and know how to eliminate or minimize them through safe work practices.

Materials can be moved between floors using a mobile crane, a buck hoist or material hoist, a forklift, or by handing them from one worker to another. Some of the risks involved include cuts, bruises, tripping and slipping, falls, back injuries, sprains and strains, being struck by falling objects, and getting caught in pinch points.

When moving materials manually between floors, you should wear all the necessary personal protective equipment. This can include eye protection, hand and forearm protection for handling items with rough or sharp edges, steel-toed safety shoes or boots, and a hard hat in case something falls from above. Practice safe lifting techniques. Ask for help when you can't handle the load or when the load is bulky or obstructs your view. Material handling requires your attention and caution. Keep walkways, stairs, and paths free of obstructions and tripping hazards. A stumble or fall caused by an extension cord or protruding piece of rebar could be much worse because of the load you're carrying.

When moving materials mechanically, it's important to make sure you rig the load properly. Configure loads so that the lifting slings or choker hitches fit snugly around the loads. Long items need to be choked to maintain a center of gravity. You don't want the load to shift and the materials to fall. When using a crane to move materials up the side of a building, be sure to establish an exclusion zone under the lift. This zone will provide an extra level of protection. If materials fall from the crane, they land in the exclusion zone and not on a vulnerable worker.

Material handling near the edge of the building requires extra care. First, you need fall protection; that could be guardrails, but if they're removed to move materials, you'll need a personal fall arrest system. Second, be sure to keep materials neatly stacked and secured **at all times** to prevent them from falling below. Construction workers have suffered fatal head injuries when objects such as bricks or cement blocks have fallen from heights.

Handling materials safely on the jobsite requires everyone's attention. Watch what you are doing, and keep an eye out for potential problems.

SAFETY REMINDER

When using conveyors to move materials, keep your clothes, hair, jewelry, hands, and fingers away from belts, nip points, and rotating parts.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS / NOTES:

SAFETY CARDS PLANNED FOR THIS WEEK:

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National Fire Prevention Week: Preventing Home Fires

According to the National Fire Protection Association, in 2006 there were 396,000 reported home structure fires resulting in 2,580 deaths and 12,500 injuries. That's why during this year's Fire Prevention Week, from October 5th through October 11th, fire safety advocates across the country will educate their communities about how to prevent the leading causes of home fires.

Home fires are devastating. Imagine leaving your home for the day and returning to find nothing left but a pile of smoldering rubble. You can lose everything you've worked hard for and everything you treasure—your clothes, furniture, family heirlooms, pictures, your car, and sometimes even your pets and your family.

Take time during Fire Prevention Week to focus on preventing fires in your home. Keep your home safe by following these fire prevention tips:

- Install and maintain smoke alarms in every bedroom, areas outside bedrooms, and on every level of the home.
- Install and maintain carbon monoxide alarms to avoid carbon monoxide poisoning.
- Test smoke alarms monthly and change batteries twice a year.
- Post emergency phone numbers near your telephone.
- Teach children when and how to dial 911 in an emergency.
- Practice emergency drills with your whole family.
- If your home catches fire, get out and stay out.

- Teach everyone the "Stop, Drop, and Roll" technique in case clothing ever catches fire.
- Never leave your cooking, grilling, or broiling unattended.
- Turn off portable space heaters when you go to bed and when you leave your home.
- Don't leave your clothes dryer on when you're not home.
- Clean your dryer's vent and lint filter before each use.
- Keep matches and lighters out of the reach of children.
- Replace cracked or damaged electrical cords.
- If you smoke, never smoke in bed.
- Store flammables in approved containers.
- Use flashlights for emergency lighting instead of candles.
- Have your furnace and chimneys cleaned and inspected every year.

Fire prevention is also important on construction sites. Practice good housekeeping. Shut equipment down before refueling. Properly dispose of oily rags on a daily basis. Make sure you know where the nearest fire extinguisher is located. Never smoke near flammable fumes or materials.

SAFETY REMINDER

Fire Prevention Week comes around just once a year. Practicing fire prevention needs to happen all year long!

NOTES:

SPECIAL TOPICS /EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

SAFETY CARDS PLANNED FOR THIS WEEK:

REVIEWED MSDS #

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National Work Zone Awareness Week

Each year, the U.S. Department of Transportation's Federal Highway Administration holds National Work Zone Awareness Week to bring attention to motorist and worker safety in work zones. In 2008, Work Zone Awareness Week is this week, April 7th to the 11th. The purpose is to reduce the number of accidents and injuries in roadway work zones across the country. Many state transportation and highway departments use this time to educate everyone—drivers and construction workers—about how to make work zones safer.

Think about these work zone facts and statistics:

- Drivers are the most frequent fatalities in work zone crashes.
- Rear-end crashes (when you run into the rear of a slowing or stopped vehicle) are the most common type of work zone crash.
- It only takes an extra 25 seconds to drive 1 mile at 45mph compared to 65mph.
- There is one work zone fatality every 7 hours.
- There is one work zone injury every 15 minutes.

No matter where you drive, you'll often find construction companies widening the roadway, replacing bridges, patching potholes, or repaving. Roadwork creates unusual driving conditions, but if you're prepared to stop, and ready to follow signs or instructions from flaggers, you'll get through the work zone safely.

When you drive through a work zone, practice the following safety tips:

- Expect the unexpected.
- Stay alert and minimize distractions.
- SLOW DOWN.
- Turn on your headlights.
- Don't tailgate.
- Keep a safe distance between your vehicle and workers.
- Obey the posted speed limit.
- Schedule enough time to drive safely.
- Be patient and stay calm.

As a construction worker in a work zone, always keep a physical barrier between your body and the vehicles passing by. Wear high-visibility clothing so you can be seen. To increase your visibility at night, wear reflective clothing or wear flashing lights on your clothing. Use good work area lighting. Know your surroundings and become familiar with vehicle and equipment paths. Don't assume drivers can see you. Always be on the lookout for danger. For more information on Work Zone Awareness Week, visit: http://safety.fhwa.dot.gov/wz/wz_awareness.htm.

SAFETY REMINDER

Teach your family about work zone safety and set a good example by being a courteous driver.

NOTES:

SPECIAL TOPICS /EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

SAFETY CARDS PLANNED FOR THIS WEEK:

REVIEWED:MSDS #

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Many OSHA standards require your employer to provide you with personal protective equipment (PPE) when it's necessary to protect you from job-related illnesses, injuries, and death. While the standards state that your employer is to provide PPE such as hard hats, goggles, face shields, and fall protection, many don't address whether your employer is also obligated to pay for it. A new rule makes this clear.

While the responsibility of cost for personal protective equipment is now placed squarely on your employer, it is still necessary for you to do your part. Keep in mind that using PPE requires hazard awareness and safety training on the part of the user. Selecting the proper PPE for every job is extremely important. You should also be aware that this equipment does not eliminate hazards. If the PPE were to fail, you'd be exposed to whatever hazard is present. Never alter or remove required PPE even if you find it uncomfortable. In recent years, the safety equipment manufacturing industry has taken steps to develop equipment that is lighter, user-friendly, and comfortable to wear. As a construction worker, you should be trained to know how PPE works, how to maintain it, how to clean and store it, and when to take it out of service.

- **Eye and Face Protection:** To prevent flying particles, liquid chemicals, acids, caustic liquids, chemical gases, vapors, or dust from injuring your eyes or face.
- **Head Protection:** To absorb the shock of a blow and to resist penetration.
- **Hearing Protection:** To avoid hearing loss or impairment.
- **Respiratory Protection:** To protect the lungs when exposure levels exceed permissible exposure limits.
- **Torso Protection:** To prevent injuries from heat, splashing hot metals or liquids, impacts, cuts, acids, or radiation.
- **Arm and Hand Protection:** To prevent cuts, burns, electrical shock, amputation, and absorption of chemicals.
- **Foot and Leg Protection:** To prevent injuries from falling or rolling objects, sharp objects, and hot surfaces.

Regardless of who pays for PPE, **you have to use it!**

In areas where you will be exposed to high noise levels, you may have to wear both earplugs and earmuffs.

SPECIAL TOPICS: EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

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OSHA'S Top 10: Does the List Sound Familiar?

In our personal lives, we often spend the first days of the New Year reflecting on the year that has passed, and looking forward to goals for the year ahead. It's a good idea to do this on the job as well. One excellent place to start is OSHA's list of the top ten most frequently cited standards for the previous year. Examining the shortcomings of the past year can help us avoid dangers in the year to come.

Here's a list of the Top Ten from October 2007 through September 2008:

1. 1926.451 Scaffolding, General Requirements
2. 1926.501 Duty To Have Fall Protection
3. 1926.1053 Ladders
4. 1926.503 Fall Protection, Training Requirements
5. 1926.453 Aerial Lifts
6. 1910.1200 Hazard Communication
7. 1926.20 General Safety and Health Provisions
8. 1926.651 Specific Excavation Requirements
9. 1926.100 Head Protection
10. 1926.454 Scaffolding, Training Requirements

(You can find this list with citation data and links to the standards at www.safetymeetingoutlines.com/topten)

Take a few minutes to review the list and you might notice that the list sounds familiar. For the most part, the same standards appear year after year. This means that construction workers across the country continue to disregard their personal safety when it comes to fall protection, general safety requirements,

wearing head protection, using ladders and stairways, operating aerial lifts, working on scaffolds, using hazardous chemicals, and meeting training requirements.

Falls continue to be the leading cause of death in the construction industry. Citations for disregarding fall-related hazards are very prevalent in the top ten list. That combination makes it very clear that we all have to be very aware of fall hazards and that we have to make sure that we are always protected from falls by some fall protection system. The only way to change the top ten list, to improve our safety record, and to keep yourself from getting hurt is for you to make safe choices.

There's no time like the start of a new year to begin with an improved attitude and with specific objectives in mind. Do your part to eliminate all violations of these standards on our site. Remember that every OSHA standard is designed to make the workplace safer for you and your co-workers. Make a pledge to yourself and your co-workers that you will work safely all year long and accomplish your tasks with no injuries.

SAFETY REMINDER

What are the most common hazards, accidents, or injuries in your home? How often do you reach for the first-aid kit? Discuss the importance of safety and how to avoid these incidents.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

S.A.F.E. CARDS* PLANNED FOR THIS WEEK:

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Volume 31 Issue 24 June 16, 2008

Personal Noise Control

Noise is everywhere in our daily lives. It comes from radios, TVs, CD players, vacuum cleaners, trucks, ambulances, lawn mowers, and many other objects and activities. Each generates different levels of noise and many can damage your hearing. The sad truth is that once you lose your hearing, it will never come back and it can never be restored.

For construction workers, the noise continues on the job where loud equipment, activities, and tools can further jeopardize your hearing. Your exposure should be limited to 90 decibels of noise for an 8-hour day. Anything louder than 90 decibels must be moderated or balanced out with the amount of time you're exposed. Your employer has an obligation to protect your hearing. But since it's *your* hearing, you need to take an active role in protecting it.

Protecting your hearing begins with trying to work in low-noise areas. If this is not possible, your employer has several options to reduce your noise exposure. First and foremost are engineering controls and administrative controls. Engineering controls include putting sound barriers around a noisy piece of equipment or enclosing noisy processes in sound-absorbing rooms. You can sometimes reduce noise from equipment by replacing metal parts with quieter rubber components. Administrative controls include operating noisy machines and equipment during shifts when fewer employees are present. Another effective administrative control is the use of rotation. Workers can rotate through a high-noise area so each is exposed for only part of a shift.

Even when engineering and administrative controls are put in place, you can, and may need to, reduce noise exposure by wearing hearing protection. When wearing PPE to safeguard your hearing, selection and comfort are vital. Earplugs are lightweight and comfortable and can be worn for long periods of time. However, earmuffs provide greater noise reduction because they cover your entire ear, and they are also easy to put on and take off. Whichever style you use, you have to make sure that it reduces the noise to acceptable levels. Just having earplugs in your ears doesn't necessarily mean that you won't lose your hearing. You should wear hearing protection when you are operating or in close proximity to: jackhammers, air compressors, core drills, chippers, pile drivers, abrasive saws, grinders, etc.

Be sure to maintain your hearing PPE properly. Follow the manufacturer's recommendations. Wash reusable earplugs with soap and water after use. Throw away disposable earplugs in the garbage, not on the ground. Clean your earmuffs when necessary. Wash foam inserts and rubber cushions with soap and water. Never share hearing protection and never remove your hearing protection in high-noise areas.

SAFETY REMINDER

Protect your hearing off the job, especially when you participate in noisy hobbies like motorcycling, auto racing, and hunting, and when attending sporting events and concerts.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

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Planning For Demolition

Planning a demolition is as important as actually tearing down the building or structure. Before you begin any demolition, it's important that you plan for the health and safety of yourself and your co-workers. First, lay out the steps you'll take to perform the work safely. Then figure out what kind of equipment you'll need and which methods you'll use for the demolition work. Remember that many of the same hazards exist whether you're demolishing an entire building, or just tearing out a wall in a remodel.

As you plan a demolition, consider the following items BEFORE the work begins:

- Determine whether any hazardous chemicals, gases, explosives, flammable materials, or other dangerous substances have been used or stored on the site.
- Shut off, cap, or otherwise control electric, gas, water, steam, sewer, and other service lines at or outside the building. Notify utility companies in advance to obtain their approval or assistance, if necessary.
- Locate the nearest hospital, infirmary, clinic, or physician for prompt medical attention in case of serious injury.
- Know where the first-aid kit is, and make sure it is properly stocked.
- Understand fire and evacuation procedures.
- Control dust, chemical, debris, and access hazards during remodeling work, especially in occupied buildings where people could be exposed when you're gone. You may have to seal ducts to control dust, or put up barriers to keep people out.

- Be aware of the integrity of the structure at all times. Are the ceiling above you and the floor that you're standing on stable and secure?
- Make sure you have the appropriate PPE to protect yourself from dust, debris, and other hazards.

Your plan should also include what to do with hazardous materials and material that can be salvaged from the demolition. The demolition process produces debris such as wood, metals, glass, concrete, drywall, as well as other building materials. Many of these materials can be reused or recycled instead of just being thrown away. Cabinets, fixtures, and windows can also be reused or donated. Contact your local recycling center or Habitat for Humanity ReStore for more details. Reusing and recycling can reduce the use of natural resources. Since some municipal ordinances impose fines on contractors who produce too much waste, recycling can save your company some money.

Potentially hazardous waste materials are another byproduct of demolition. Some examples of hazardous waste include Freon, oils, paints, and materials containing asbestos. Dispose of hazardous materials in accordance with standard procedures and local, state, and federal regulations.

SAFETY REMINDER

As the work progresses, a competent person will conduct inspections to detect hazards resulting from loosened materials, or weakened floors or walls.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

SAFETY CARDS* PLANNED FOR THIS WEEK:

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Plumbing Hazards

Plumbers install, repair, and maintain pipes, fittings, and fixtures for water supply, waste, and heating systems. Some of the hazards of plumbing include cave-ins, exposure to hazardous chemicals, working in confined spaces, and exposure to electrical shock in wet environments.

Plumbing safety begins with knowledge and skills. Whether you come to the job from a union apprenticeship or a comprehensive on-the-job training program, once you get to work, you have to put what you have learned into practice and you need to do it safely. Plumbing safety also involves wearing all the necessary personal protective equipment (PPE). Different tasks will require different forms of PPE. Plumbers will frequently need to wear eye protection (sometimes goggles rather than just safety glasses), gloves, a hard hat, proper footwear, and sometimes a respirator.

Often, pipe installation requires entering trenches that are dug in soil which may be unstable. Cave-ins are one of the greatest risks to plumbers. Never enter an unprotected trench. Take the time to install a trench box, get the sides sloped or stepped back, or install proper timber shoring. This year, about 60 workers will be buried alive and suffocate after unstable trench walls collapse on top of them. Make sure you go home and not to the morgue.

Another plumbing risk involves working in older buildings that may have asbestos, lead pipes, or mold. If the hazardous materials are not abated or cleaned up before you begin your work, be sure you follow the required safety practices as listed

in OSHA's lead standard (29 CFR 1926.62) and asbestos standard (29 CFR 1926.1101). If you work with solvents, adhesives, and solder, be sure you read and understand their Material Safety Data Sheets (MSDSs), where you can find out about specific health hazards and required PPE.

Because of the nature of the job, plumbers often work in confined spaces. If you must enter a confined space, remember to follow all safety procedures and avoid oxygen-deficient atmospheres. Use air monitors to detect when toxic gases or fumes accumulate in dangerous concentrations.

Plumbers often operate power tools in wet environments. Electric shock can cause serious injury and death. To prevent an electric shock, plug into an electrical outlet protected by a ground-fault circuit interrupter (GFCI) and make sure your tools are approved for use in wet work areas. Use a non-conductive fiberglass ladder when working with electrical tools in wet environments.

If you do service plumbing work, keep bloodborne pathogens in mind. You could be exposed to blood or other body fluids in sinks, pipes, toilets, etc. If you are or could be exposed to this type of hazard, make sure you wear gloves and protect your face and eyes from splashes.

SAFETY REMINDER

Whether you're Joe the Plumber or just an average Joe who has to do some plumbing, think about the hazards before they cause accidents.

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SPECIAL TOPICS/EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

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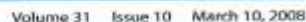
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Roofing Hazards

Roof construction, repair, and maintenance can present many hazards. Consider the fact that any roofing task involves working at heights and on a surface that is slippery, has tripping hazards, is usually sloped, may have skylights, and likely doesn't have any railings—a hazard jackpot! Hazards in roofing work include the potential for falls, contact with power lines, access and egress issues, ladders, skylights, material handling, and fires. You must work safely and carefully to avoid accidents, injuries, and deadly mistakes.

Before you begin any roofing work, you must have a plan. Take time to review the specific risks of the job and the hazards that they present. The plan isn't just for the foreman; everyone needs to understand the risks and the hazards. As you develop or review the plan, consider the following.

First, you will need to have information about the roof itself. Is the pitch low or high, or is it a flat roof? Is it constructed with cedar, slate, tile, or composition shingles; is it a torch-down roof? Know the materials you're working with.

Next, you will need to think about how you're going to access the roof. Will you be using a ladder? Will you climb a scaffold to reach your work area? Will you use a boom lift to get there? Each method presents a different set of challenges and precautions, but in the end, the most important thing is for you to reach the roof and work safely.

Think about how you will avoid falls once you're on the roof. Will you have a place to tie off? Where will you anchor your lifeline? Are the edges protected? Are there any skylights that

you need to know about? How will you protect them so no one will fall through them? Are there any openings in the roof that you could step into or fall into?

You'll also want to take a look around and see if you will be working near any power lines. Have you made sure not to set up ladders near overhead power lines? Can you find a safe point of access where ladders won't come in contact with power lines? If not, have you called the local power company to de-energize or insulate power lines? Have you made sure no equipment can come in contact with power lines?

If you will be torching down a roof, tarring, or working with hot asphalt, consider fire prevention. Do you have fully-charged portable fire extinguishers ready?

Before considering any roofing work, check the weather forecast. Never attempt roofing work during high winds, lightning storms, rain, or snow. Work only in calm, dry weather. A sudden wind or a slippery spot can make you lose your balance which can be deadly when you're on a roof.

Planning, knowledge, attention, and fall protection are critical to safe roofing. Use all four all of the time; it's your life that's on the line.

SAFETY REMINDER

Protect workers below from the dangers of falling objects. Secure your tools and materials so that they don't slide off the roof and injure your co-workers below.

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SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

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Volume 31 Issue 13 March 31, 2008

Safe Lifting Techniques

Safe lifting techniques can prevent back injuries and can make carrying and moving objects easier. At first you may actually have to think before you lift, but with enough practice, safe lifting becomes a habit.

When preparing to lift an object, size up the load and consider these questions carefully:

- Can you grasp the object safely?
- Is the object too heavy for you to handle?
- Is there a safer way to move the object?
- Should you use a mechanical device?
- Should you ask a co-worker for help?
- Is your path free of objects and materials that could cause you to trip or stumble?
- Are there any sharp objects like nails, brads, splinters, or sharp edges?

If the load seems too heavy, bulky, or awkward, don't attempt to lift the object yourself. Ask for help.

When you're ready to lift, make sure you do it right. Ensure that you have a solid footing. Center your body over your feet. Keep your back straight by tucking in your chin, and bending at the knees. Get a good grip on the object. Keep the object close to your body and hold in your stomach.

Again, make sure your back is straight and your chin is tucked in before you begin to lift. Lift smoothly with your legs, not your back. Remember that your leg muscles are stronger than your back muscles. Keep your arms close to your body.

Avoid twisting, bending, or reaching while lifting. If you need to turn, move your feet and turn your whole body instead of twisting. Watch where you're going.

To lower the object: start by getting a solid footing and good balance; keep your chin tucked in and your arms close to your body; now lower the load by bending your knees and keeping your back straight.

Over-reaching when carrying a load can cause an unexpected strain or a loss of balance. Use a ladder to reach above shoulder heights. Standing on a step stool or a makeshift step stool could cause you to lose your footing and suffer a fall along with a back injury.

You can also help prevent back injuries by having strong, flexible muscles and joints. Exercise regularly to strengthen your back. Eat a proper diet to maintain a healthy weight.

Remember that a strong, healthy, powerful back is vital to your job. It also helps you enjoy a better life. Make an effort to avoid back injuries and to protect your back. The key is to use your leg muscles to lift instead of using your back. Never bend at the waist to lift items from the floor. Use proper lifting techniques even when lifting light objects.

SAFETY REMINDER

Practice safe lifting at home whether you're carrying groceries from the car, helping a friend move, or carrying children.

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Safety Inspections for Forklifts

If your work today requires the use of a forklift, you can't just jump into the operator's seat, start the lift, and take off. You must conduct a pre-shift safety inspection before you operate the lift. To protect your safety and the safety of those working around you, it's essential that you know what to look for during a pre-shift inspection.

The correct way to conduct a pre-shift inspection is to get a copy of the manufacturer's instructions on vehicle maintenance and operation, read through them carefully, and follow all the recommendations.

Here are a few items to consider:

- Does the engine have oil in it? Make sure the level isn't too high or too low. If the oil is low, you could cause damage to the engine.
- Did you check the radiator to be sure the coolant is at the right level?
- Is the fuel tank full? If you need to fill the tank, make sure the engine is off and that the engine is cool.
- Does the horn work? Test it.
- Do the lights work? Switch them on and off to be sure.
- Is there a fire extinguisher on board? Make sure it's fully charged and that the needle is in the green zone.
- Are the brakes capable of stopping the vehicle when you drive forward and in reverse? Step on them to see if you have any pedal left.

- Is the lift equipped with a back-up alarm? Test it.
- Are the mirrors adjusted to the proper positions?
- Is there a load capacity chart posted in the operator's cab? Can you read it? Do you understand it?
- Does the steering work properly? Check it.
- Are the tires inflated? Do they need air? Are any of them bald?
- Is the seat belt in place and working properly? Make sure you wear it anytime you operate the lift.
- When you start the lift, do you hear any unusual noises?
- Is the oil pressure gauge in good working order?
- Are your forks and attachments set in the right positions?

If you find something wrong with the forklift, follow the correct procedure to take it out of service. Never operate a forklift that has failed any aspect of the pre-shift safety inspection.

Thoroughly inspecting your forklift is not optional—it is required. The consequences of bypassing this important step can be fatal. You could cause an accident that results in serious injuries or casualties. Be careful. Be safe.

SAFETY REMINDER

Each type of powered industrial truck is unique. Your inspection checklist should be modified for each specific type of truck.

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Safety on a Residential Job

At any given time, thousands of single-family homes are under construction in the U.S. Workers arrive at these sites with simple goals—to get the job done, return home safely, and earn a paycheck. But in order to make it to the end of the day unharmed, you have to be aware of hazards and work safely.

When you're on a residential site, you must protect yourself as well as those around you. If you're working in an established neighborhood, you'll need to work carefully to ensure the safety of neighbors in the surrounding homes. Also, consider the safety of bystanders such as real estate agents and prospective homebuyers who are not always aware of hazards. Every day that you walk onto the job, you make many decisions. Just one bad decision can ruin your day, get you hurt, or kill or hospitalize a co-worker or bystander. Consider these four key elements when working on a residential site.

Fall Protection: You probably know of someone who has fallen at a site and walked away unharmed. But think of all the hazards that could end in tragedy. While walking on a narrow top plate, you could trip or slip. What if you fall and land on a concrete floor? Can you hear the bones snapping? What if you fall onto protruding rebar? You could also lose your balance while you're nailing down shingles. In every case, your body is going to suffer a severe impact when you hit the ground. Avoiding that impact is easy—wear fall protection. Think of it this way: tie off so you don't die off.

Electrical Safety: Temporary electrical service (sometimes called saw service) is often in place on new jobs. Take a moment to make sure that the ground wire at the pole is connected to a real ground rod. Use only GFCI outlets or regular outlets that are connected to GFCI breakers. Extension cords connected to a temporary pole see a lot of abuse. Check them regularly for damage, and take them out of service if necessary. Never plug stripped wires into an outlet.

Crushing Hazards: Remember to maintain a safe distance from backhoes, excavators, bobcats, and other digging machines. Keep an ear out for the back-up alarm. You don't want to be run over or struck by heavy equipment.

Unprotected Trenches: Never enter an unprotected trench. Water lines, sewer lines, and other utility installations require trenches. No one can predict when the sidewall of a trench will cave in. Use a trench box or other approved protective measures. Remember that one yard of dirt weighs about a ton, and it can snuff out your life in a fraction of a second.

On a residential site you may be the de-facto safety officer simply because you are the only or most senior person there. Pay attention to hazards, and take safety seriously on all sites.

SAFETY REMINDER

Homebuyers or real estate agents may not be as safety conscious as you are. Help them stay safe by explaining the dangers and keeping them out of hazardous areas.

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Safety That Fits Like a Glove

Hand injuries are a common hazard in the construction industry. If a workplace hazard assessment reveals that you face potential hand injuries that cannot be eliminated through engineering and work practice controls, you must wear appropriate protection. In other words, wear gloves when your hands are exposed to hazards such as skin absorption of harmful substances, severe cuts or lacerations, severe abrasion, punctures, chemical burns, and temperature extremes.

There are many types of gloves available today to protect against a wide variety of hazards. When selecting gloves, consider the nature of the hazard and the activities involved. The variety of potential hand injuries on the job makes selecting the right pair of gloves challenging. It is essential that you use gloves specifically designed for the hazards and tasks found in your workplace. Gloves designed for one purpose (such as cut protection) may not offer the protection you need if you wear them for a different purpose (such as working with chemicals).

The following list includes examples of factors that you should consider when selecting protective gloves both on and off the job:

- Types of hazards you will be exposed to
- Nature of contact (total immersion, splash, etc.)
- Duration of contact
- Area requiring protection (hand only, forearm, arm)
- Thermal protection

- Grip requirements (working with dry, wet, or oily objects)
- Size and comfort
- Abrasion resistance requirements

Protective gloves should be inspected before each use to ensure that they are not torn, punctured, or made ineffective in any way. Discoloration or stiffness may indicate deficiencies caused by excessive use or deterioration from chemical exposure. A visual inspection will help detect cuts or tears but a more thorough inspection (done by filling the gloves with water and tightly rolling the cuff toward the fingers) will help reveal any pinhole leaks.

Discard and replace damaged gloves and those that cannot offer complete protection. Think twice before reusing chemical-resistant gloves; take into consideration the absorptive qualities of the gloves and how long they were used. You should also consider the toxicity of the chemicals involved and factors such as duration of exposure and temperature.

Remember, you can get a new pair of gloves, but not a new pair of hands.

SAFETY REMINDER

Carelessness or lack of training when using hand tools can also lead to hand injuries. Be sure you're familiar with hand tool safety and know how to use every tool properly.

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Volume 31 Issue 30 July 28, 2008

Makeshift scaffolds should never be used. Scaffolds must be erected and dismantled by experienced, trained personnel, and then only under the supervision of a competent person.

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Shocking Facts about Arc Flash Hazards

An arc flash is an electrical explosion that occurs when an electric current passes through the air between energized conductors or between a conductor and ground. Arc flash is a phenomenon that can cause permanent injury, disfigurement, and death. It can damage your hearing, damage your eyesight, ignite your clothing, cause severe burns, and may even result in fatal burns. Arc flash protection begins with knowing the hazards involved and taking steps to prevent those hazards from causing accidents and injuries.

Each year, an average of 4,000 non-disabling and 3,600 disabling electrical contact injuries occur in the United States. One person is electrocuted in the workplace every day. Electrocutions are also the fourth leading cause of traumatic occupational fatalities. Over 2,000 workers are sent to burn centers each year with electrical-related burn injuries. Astonishingly, the majority of hospital admissions due to electrical accidents are from arc flash burns.

During an arc flash, the arc can heat the air to temperatures as high as 35,000 degrees Fahrenheit, which is about four times as hot as the surface of the sun. The arc flash generates such tremendous temperatures that it can cause the explosive expansion of both the surrounding air and the metal in the arc's path. The dangers associated with this include high pressures, extremely loud sounds, and flying shrapnel. High pressures can easily exceed hundreds or even thousands of pounds per square foot. Sounds accompanying these pressures can be louder than 160 decibels. Molten metal can be ejected at speeds of over 700 miles per hour.

When you work where there is the potential for an arc flash, wear all the necessary personal protective equipment. This may include flame-retardant clothing, flash hoods, gloves, hearing protection, and other protective gear. Check with your supervisor if you don't know what is required.

You should also follow safe work practices, which include:

- ✓ Conducting an arc flash hazard analysis to determine what hazards are involved.
- ✓ Creating electrically safe work conditions.
- ✓ Establishing shock and flash protection boundaries.
- ✓ Checking drawings and identifying all possible sources.
- ✓ Interrupting the circuit and opening disconnects.
- ✓ Visually verifying the opening of contacts where possible.
- ✓ Applying lockout/tagout devices according to company policy.

Keep in mind that arc flash safety extends well beyond electricians working on panels. If you are or could be working within 25 feet of that panel, you need to be concerned.

SAFETY REMINDER

If you work around live circuits, you need to fully understand the risks and take all of the necessary steps to protect yourself.

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Volume 31 Issue 7 February 18, 2006

Are you doing enough to stay warm and safe while working during the winter months? As the days get shorter, chilly conditions that bring wind, freezing rain, and snow, make it harder to keep your body warm. If you will be working out in the cold this winter, you should be aware of the hazards involved and know how to protect yourself and your co-workers from exposure to cold temperatures.

LOW TEMPERATURES + WIND + WETNESS =
Winter Injuries and Illnesses.

- Dress for the conditions you will be exposed to. Keep warm by layering clothing to keep moisture away from your body. Dressing in layers also lets you adjust to changing temperatures.
- Stay warm by working actively at your job. Body movements burn calories and warm the body. When you stop moving, the body quickly begins to cool off.
- Don't overexert yourself. Your body is already working hard to keep you warm. Take breaks in a warm area whenever possible.
- Refuel your body with warm drinks and hot meals.

these serious cold-related illnesses and injuries can occur, leading to permanent tissue damage and death.

Frostbite occurs when layers of skin and other tissue freeze. The skin becomes pale, hard, and numb. Frostbite usually occurs in the fingers, hands, toes, feet, ears, and nose—all the small extremities we sometimes forget to protect. When you dress for winter, remember to wear gloves to protect fingers and hands. Wear two layers of socks to keep your feet and toes warm. Remember to cover your ears and nose. If you wear a hat or a face mask, make sure that it doesn't compromise your hard hat's ability to protect your head.

In cold weather, expect the worst that winter has to offer.

When working in cold weather, use the buddy system. Working in pairs, one worker can recognize dangerous symptoms in another and act to save a co-worker's life.

SPECIAL WORKER/EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

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Volume 31 Issue 9 March 3, 2008

Substance Abuse and the Workplace

We usually think of drug users as unemployed individuals who can't hold down a job, and who live on the edge of poverty. This common misconception is often not the case. Most drug users are employed, and when they arrive for work, they don't leave their problems at the door. In 2005, of the 17.2 million illegal drug users age 18 and over, 12.9 million of them—75 percent—were employed. Even more troubling is the fact that, in recent years, workers in the construction industry have reported the highest rates of substance use and abuse. You must be aware of the hazards created by substance abuse, and know how to help promote and maintain a drug-free workplace.

One of the hazards of abusing drugs before work or during work is the risk of impairment. If you try to do your job while under the influence of drugs or alcohol, you're more likely to cause or be the victim of a fatal accident. Statistics show that between 10 and 20 percent of the nation's workers who die on the job test positive for alcohol or other drugs. Workplace drug and alcohol abuse compromises the safety of workers as well as the public by contributing to accidents and injuries. Other effects of substance abuse include increased absences, errors, low morale, and higher illness rates.

The impact of substance abuse can be felt by more than just the users. Often those affected by someone who has a drug or alcohol problem change their behavior to adapt, ignore, struggle, or otherwise cope with that person's substance abuse. If you have to work harder, re-do work, or cover for a

co-worker, then you're adopting a behavior called "enabling." Enabling is taking actions to protect the person with the problem from the consequences of his or her actions. While you may be trying to help your co-worker, you're actually making the situation worse. You're allowing your co-worker to continue the destructive behavior and helping him or her avoid dealing with the problem.

Be sure you understand your employer's drug-free workplace policy. Set a good example by following it. If you see any violations of the policy or notice that a co-worker is impaired by drugs or alcohol, do not ignore the situation. Act immediately to prevent the individual from creating workplace hazards. Inform your supervisor right away. Even if you are wrong in your suspicions, when it comes to your safety and that of your co-workers, it's better to be safe than sorry. Many employers and local services provide confidential drug rehabilitation at no cost. Get help if you need it.

Remember that prescription medications and over-the-counter drugs, even if taken according to the directions, can impair your physical and mental abilities. Check with your doctor or pharmacist to make sure that the medicine that is supposed to make you better doesn't get you killed.

SAFETY REMINDER

You must be willing to draw a line with co-workers. Your safety and the safety of others in the workplace is the most important thing to protect.

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Volume 31 Issue 6 February 11, 2008

1. **Operating a forklift without proper training and certification.** Every forklift operator must successfully complete training, evaluation, and attend refresher training. Your employer must ensure that you are capable of operating a forklift safely.
2. **Using a forklift in ways it was not intended to be used.** Never use a forklift as a crane or wrecker. Putting such undue stress on the lift can cause it to turn over.
3. **Carrying an unstable or unsafely arranged load.** Doing so can cause loss of stability and increases the risk of turning over. Stabilize your load and use extreme caution when handling off-center loads that cannot be centered.
4. **Bypassing safety devices on the forklift.** Safety devices are in place for your protection. Never bypass any of them. If you find that any safety devices are not working properly, take the machine out of service immediately.
5. **Not knowing the weight of the load.** As a qualified operator, it's your responsibility to know the weight of what you are lifting. You cannot safely operate a forklift without this knowledge. Failure to know the weight of the load can lead to forklift failure or tip-over.
6. **Failing to ensure that dockboards or bridgeplates are secured and strong enough to handle the load.** Properly secure dockboards and bridgeplates before driving over them. Drive carefully and slowly over them, and never exceed their rated capacity. Here again, you must know the weight of the load.
7. **Operating a forklift at a high rate of speed while making a turn.** When negotiating turns, reduce your speed to prevent the lift from turning over.
8. **Operating a forklift with limited visibility.** When you operate a forklift, you must always keep a clear view of your path of travel. If you can't see over the load, drive in reverse. If your vision is obstructed, slow down and sound your horn at all intersections.
9. **Backing up without watching where you are going.** Always check for people or obstacles before backing up. Make sure that your backup alarm is operating to alert others in the area.
10. **Operating a forklift in a closed environment.** Operating in such an environment or in other areas with insufficient ventilation could cause a buildup of carbon monoxide from diesel exhaust. Don't create a hazardous atmosphere.

We just discussed 10 ways to really mess up the day with a forklift. A lift's stability and safe operation depend on many factors, and you control ALL of them. Make it your goal to stay safe when you're using and working near forklifts.

.....
SAFETY REMINDER
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When operating a forklift, you don't need to touch power lines to be electrocuted. Electricity can arc to the lift or the load. Maintain a minimum distance of 10 feet from power lines.

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Volume 31 Issue 49 December 8, 2008

Use the Right Tool

Using the right tool for the job is just common sense. But it's likely that on one or two occasions, you've used whichever tool was handiest for a quick fix. Or maybe you've watched as a co-worker used a wrench, pliers, or a pipe—as a hammer. While this substitution might seem harmless, you should consider what you're putting at risk when you take such unsafe shortcuts.

To work efficiently and reduce injuries, it's important that you use the correct tool for every task. Before you begin your work, think about the tasks you'll perform and the tools you'll need. If you plan ahead, you won't have to make do or make extra trips to the toolbox or truck. Spending a little bit of time thinking ahead will save you a lot of difficulty and will help you work safely. Using the right tool also makes your job easier and improves the quality of the end product. Ask yourself the following questions to figure out if you are using the correct tool for the job:

What's the task at hand? Is it something I do regularly and can do with the tools I normally carry? Does this task require specialty tools that will allow me to do better and more professional work?

What are the functions of the tools I have? Make sure you know the functions and the limitations of the tools you have. Then match up the task with the tool. Don't get creative here. Keep a mental inventory of the tools in your truck and you'll know if you have the resources you need to get the job done properly and safely.

What is the condition of the workarea? If it is wet, take special care when using electrical tools. If it is cold, make sure your gloves won't hamper your dexterity.

What kind of help do I need? For small jobs, a hand tool might be fine, but for repetitive jobs, a power tool may help you avoid strain and cumulative trauma injuries. Consider the grips on your tools—work gloves may improve your grip. PPE can be a type of tool; always make sure you have the PPE you need.

Tools are designed for specific purposes. They generally are not interchangeable. When you use a tool for something other than its intended purpose, you increase the likelihood of damaging the tool. More importantly, you also increase your chances of suffering an injury, strain, sprain, or discomfort caused by using an improper tool in an awkward posture.

If you're not sure what kind of tool to use for a task, ask your supervisor or crew boss. You might feel uncomfortable asking the question, but you'll feel a lot more uncomfortable—for the rest of your life—if you lose a finger because you're using the wrong tool. Safety is the most important tool of all—use it regularly.

SAFETY REMINDER

When you lend a tool to neighbors or family members, teach them to use it properly. Discuss potential hazards. Have them wear the PPE necessary for their safety.

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Volume 31 Issue 38 September 22, 2008

Welding and Hexavalent Chromium

Hexavalent chromium is a toxic form of the element chromium. Workers exposed to hexavalent chromium (hex chrome) are at an increased risk of developing serious adverse health effects including lung cancer; asthma; and damage to the nasal passages, respiratory tract, eyes, and skin. To prevent illnesses and injuries caused by exposure to hex chrome, it's critically important that you recognize the hazards involved and understand the measures you can take to protect yourself.

You may be exposed to hexavalent chromium when you:

- ◆ Handle pigments containing dry chromate.
- ◆ Use spray paints and coatings containing chromate.
- ◆ Handle or come in contact with certain kinds of cement.
- ◆ Weld or cut materials containing chromium, such as stainless steel, or surfaces with coatings that contain hex chrome.

How you weld can greatly affect exposure to hex chrome during welding operations. Both the type of welding process used and the welding current and voltage can increase the amount of hazardous welding fumes generated. The highest fume levels are produced using Flux Cored Arc Welding (FCAW), Shielded Metal Arc Welding (SMAW), and Gas Metal Arc Welding (GMAW). Lower fume levels are generated using Tungsten Inert Gas (TIG) welding and Submerged Arc Welding (SAW).

There are several ways to reduce your exposure to hex chrome during welding and cutting operations. The best approach is to use materials that don't contain hex chrome. Your next best choice is to use engineering controls such as ventilation and process modification. If these options aren't reasonable or don't offer enough protection, use a respirator and eye protection. OSHA requires your employer to provide you with appropriate PPE if you are likely to be exposed to hex chrome. Practice good personal hygiene and house-keeping to prevent exposure. Don't expose your family to hexavalent chromium; change out of your work clothes and shower before leaving the jobsite or immediately after you get home.

Keep the following safety tips in mind when welding:

- Safely remove all paint, solvents, and residue before welding or torch cutting.
- Use the safest welding method for the job.
- Follow all OSHA confined-space rules.
- Make sure your work area has good ventilation.
- If your area is not well ventilated, use a respirator.
- Keep your face as far away from the welding plume as possible.

SAFETY REMINDER

Protect yourself from hex chrome in cement, paints, and coatings by wearing gloves, respirators, and other PPE. Know where hex chrome is and stay safe.

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What Everyone Should Know About Haz Com

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Volume 31 Issue 27 July 7, 2008

When Things Heat Up on the Jobsite

Summer weather is here again. Remember that the combination of high heat, plus high humidity, plus physical activity can lead to heat-induced illnesses. Because your work often requires that you spend the day outdoors exposed to the heat and sun, you must learn how to stay hydrated, protect yourself from the sunlight, prevent skin damage, and recognize the symptoms of heat-related illnesses.

To keep your body hydrated, drink plenty of cool water throughout the day. Drink a small cup of water every 15 to 20 minutes. You don't want your body to lose moisture faster than you're replacing it. Take frequent breaks in cool, shaded areas to allow your body to cool down. Avoid drinking caffeinated drinks such as coffee, tea, and sodas.

You also need to protect yourself from the sun's ultraviolet radiation. Wear lightweight, loose-fitting, light-colored clothing. Apply sunscreen when working in the sun and use the highest sun protection factor (SPF) available. An SPF of 15 is the minimum. The higher the SPF, the more ultraviolet rays the sunscreen blocks out. Wear a hard hat fitted with a sun brim. Consider adding a neck cover or using a handkerchief around your neck. Whenever possible, limit your exposure to the sun. Take frequent breaks in shaded areas during the hottest part of the day, which is between 10 AM and 4 PM.

You should also be on the lookout for any possible signs of skin cancer. Look for any spot on the skin that changes in size, shape, or color over a period of 1 month to 2 years. Melanoma

often starts as a small mole-like growth. The other most common types of skin cancers often appear as pale, wax-like, pearly nodules; red, scaly, sharply outlined patches; or as sores that don't heal. Examine your body frequently and see a health care professional if you notice any unusual skin changes.

To work safely in the heat, you must be alert to early signs of heat-related illnesses. Symptoms of **heat cramps** include heavy sweating and painful spasms in the leg or stomach muscles. If these symptoms occur, rest in a cool place, massage the muscles, and drink cool water. A worker suffering from **heat exhaustion** may feel weakness, dizziness, headaches, or nausea. Other symptoms include clammy skin, and fast breathing. Untreated heat exhaustion can lead to **heat stroke**. Symptoms of heat stroke include those of heat exhaustion; additionally, the victim doesn't sweat, can have a quick pulse, may be confused or delirious, and has a temperature of over 103°F. Call for emergency medical help immediately. Delay can be fatal. If you believe that a co-worker is suffering from heat stroke, but you're not sure, call 911 anyway. The time you spend thinking about whether or not to make the call could cost your friend his life.

SAFETY REMINDER

The Assured Equipment Grounding Conductor Program color code for July, August, and September is red. If you use this program, test and color code all electrical cords and power tools.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS / NOTES:

SAFETY CARDS PLANNED FOR THIS WEEK:

REVIEWED MSDS #

SUBJECT:

MEETING DOCUMENTATION:

JOB NAME:

MEETING DATE:

SUPERVISOR:

ATTENDEES:

These instructions do not supersede local, state, or federal regulations.

SAFETY MEETING OUTLINES, INC.

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Weekly Safety Meetings

Safety Training for the Construction Industry
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Working Safely with Skid-Steer Loaders

Skid-steer loaders are compact, bi-directional, earth-moving machines that can be found on many construction projects. They can move soil, bushes, trees, and palettes; grade sidewalks; muck out wet areas; mow along roadways; and dig holes. Bobcat is one of the major manufacturers of these machines, so many people just refer to all skid-steer loaders as "Bobcats."

As with any piece of heavy equipment, operators should use skid-steer loaders safely. To do so, make sure you read the operator's manual. It will provide you with warnings, cautions, and safe operating instructions. Before operating a skid-steer loader, take a walk around it. Sometimes looking, listening, and smelling can prevent an accident or severe damage to equipment. Look for obvious signs of danger such as loose or missing guards and equipment, leaks, and excessive tire wear. Next, check the engine oil and hydraulic fluid, look for leaks, and make sure you have enough fuel for the day's work.

When you climb aboard and sit down in the operator's seat, buckle your seat belt and pull down the safety bar. Check to make sure the transmission is in neutral. Then, you can reach up, turn on the ignition switch, and start up the loader. If your skid-steer loader is equipped with side mirrors, adjust them. Check your horn and lights to make sure they're working. Look at your gauges. Listen for excessive noise and check for smoke during startup. Check the transmission, steering, brakes, and hydraulic controls

for proper operation. **Ensure that the back-up alarm is functioning before you begin your work.**

When operating a skid-steer loader, remember to keep your limbs inside the operator's cab or area. Never stick fingers, hands, arms, or any other body part out of the cab, or the machine's bucket arm could come down and crush you. When you decide to exit the machine, lower the bucket, set the brake, and turn the machine off. Then, raise your safety bar, unbuckle the seat belt, and carefully exit the machine. Enter and exit according to the manufacturer's instructions. Watch for slick areas that could cause you to slip and fall.

If you're a bystander working around a skid-steer loader, remember that the operator has limited vision to the rear of the machine. Give the operator ample space to maneuver the loader. Don't let your guard down and always listen for the back-up alarm. Take responsibility for keeping yourself out of harm's way.

Skid-steer loaders make much of our work easier, **but operators and bystanders share the responsibility** to make sure that the work is done safely.

SAFETY REMINDER

When operated improperly, skid-steer loaders can overturn. Remember that attachments affect machine balance. Always follow the manufacturer's instructions.

NOTES:

SPECIAL TOPICS /EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

SAFE CARDS* PLANNED FOR THIS WEEK:

REVIEWED MSDS #

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JOB NAME:

MEETING DATE:

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ATTENDEES:

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Volume 31 Issue 12 March 24, 2008

Working with Hazardous Chemicals

Hazardous chemicals used in the home and on the job can cause injury or even death if used improperly. Chemicals can cause health hazards, physical hazards, and environmental hazards. It is important that you learn to protect yourself, your family, and the environment.

Both at home and on the job, all chemical containers must be properly labeled. The label should identify the chemical, the manufacturer's name and address, physical hazards, health hazards, and the degree of risk. Key informational words such as **CAUTION, DANGER, WARNING, FLAMMABLE, or EXPLOSIVE** should be on the label to alert you and others to the fact that the contents of the container are dangerous.

If you use chemicals in the workplace, your employer is required to maintain a Material Safety Data Sheet (MSDS) for each substance. These MSDSs provide valuable information that you'll want to know if you're working with the chemical, such as:

- Product and chemical names of hazardous ingredients.
- Name, address, and telephone number of the manufacturer.
- Physical and chemical properties and hazards.
- Routes of exposure.
- Permissible exposure limits (PEL).
- Information about any product ingredients linked to cancer.
- Safe handling precautions.
- First aid procedures.

- Engineering controls.
- Personal protective equipment (PPE) requirements.
- What to do in case of a fire and how to safely extinguish it.
- How to dispose of the chemical safely.

Know what you're working with and how it can hurt you. Minimize direct contact with hazardous chemicals and always wear the necessary PPE. Avoid prolonged exposure to hazardous chemicals even when wearing PPE. Never mix chemicals without company authorization. Dispose of chemicals safely and carefully. Never pour them on the ground or in a storm drain. Don't eat, smoke, or drink around hazardous chemicals. Wash your hands before eating or using the restroom. If the chemical comes in contact with your skin, eyes, or other mucous membranes, flush the area with plenty of water for 15-20 minutes unless the chemical is water reactive. Follow the manufacturer's first aid recommendations, and seek professional medical treatment as soon as possible.

At home, keep hazardous chemicals locked up and out of the reach of children and pets.

SAFETY REMINDER

To properly and safely dispose of household chemicals such as paint, gasoline, fluorescent bulbs, and automotive fluids, contact your city's hazardous waste collection site.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES

SAFE CARDS* PLANNED FOR THIS WEEK:

REVIEWED MSDS #

SUBJECT:

MEETING DOCUMENTATION:

JOB NAME:

MEETING DATE:

SUPERVISOR:

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Volume 31 Issue 26 June 30, 2008

Your Body Is a Power Tool

Ergonomics is the study of how to improve the fit between the physical demands of the workplace and the people who perform the work. That means considering the differences in people's capabilities when selecting, designing, or modifying equipment, tools, work tasks, and the work environment. Your ability to perform physical tasks may vary depending on your age, physical condition, strength, gender, stature, and other factors. When employees and employers work together to design ergonomic solutions for workers in their work environments, they can reduce injuries, increase productivity, save money, and improve product quality and job satisfaction.

Think of your body as a power tool whose task is to meet the demands of the workplace. Just as you should never force a tool to fit a job it was not designed to do, you should never force your body to fit the conditions of the job. Some of the work conditions or **contributing factors** that can lead to fatigue, musculoskeletal disorders, and other injuries include: awkward postures, repetitive motions, forceful exertions, pressure points (or contact stress), and vibration.

Experts don't know how much of any contributing factor is too much. Nobody knows for certain how many repetitions are harmful, what degree of awkward posture is unsafe, what duration is too long, how much force is too much, or exactly how these factors affect the body when they are combined. We do know, however, that after a certain point, the more often you are exposed to these hazards, the higher your

chances of developing a musculoskeletal disorder or suffering a serious injury. Therefore, minimize contributing factors as much as possible and whenever possible to prevent fatigue, stress, pain, or disability.

To reduce your chances of suffering an ergonomic-type injury, consider the following tips. Keep up with regular housekeeping to eliminate clutter and reduce reaching, bending, or twisting when handling tools or materials. Make sure floor surfaces are dry and free of obstructions to eliminate slipping and tripping hazards. If you work in difficult positions for long periods (kneeling or squatting like a roofer or having your arms over your head like installing ceiling panels or light fixtures), try to change positions and stretch frequently. Regularly maintain tools and equipment to reduce or prevent problems during work tasks. For instance, keep cutting and drilling tools sharpened and in good condition to reduce repetition and the amount of force needed when using them. Fix broken handles and replace worn padding to reduce awkward postures, pressure points, and vibration. Use carts, dollies, forklifts, etc. to reduce repetitive motions and the force required to move materials.

SAFETY REMINDER

Whenever possible, modify your work practices so that you can perform the work within your power zone. The power zone is below the shoulders, above the knees, and close to the body.

NOTES:

SPECIAL TOPICS / EMPLOYEE SAFETY RECOMMENDATIONS/NOTES:

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Statement of Qualifications

City of San Juan Police Building Expansion

Section A. Firm Experience

Summary of Firm

International Consulting Engineers (ICE) is a multi-disciplined organization that was founded to provide professional Civil, Structural, Rail, Marine Engineering and Project/Construction Management services to governmental agencies, corporate entities, private developers, and municipalities. **ICE currently has a \$10 million IDIQ with the General Services Administration for Renovations and Repairs on their facilities and currently holds two (2) -five (5) year Architectural / Engineering Indefinite Delivery Indefinite Quantity contracts with the United States Army Corps of Engineers.**

The firm's capabilities include general Civil Engineering and Design, preparation of technical reports, master drainage plans, general studies and investigations, construction documents and specifications, estimates, and a full range of construction supervision including project management. **Since its creation, ICE has evolved to provide not only engineering services but general construction as well.** We have experienced personnel to supervise and perform this project. **Additionally, various ICE staff members are trained and certified by the US Army Corps of Engineers in Construction Quality Management for Contractors as shown in the Appendix, Attachment B. USACE CQM Certifications.**

ICE has the resources and capability to provide its clients with a heavily experienced group of engineers and construction personnel/sub-contractors, some with over 40 years of experience in general construction, including but not limited to: renovations, wall partitions, modification and alteration of floor and wall mounted telephones, signal, and power outlets with associated conduit, surface



experience and dedication.

mounted raceway, various floor duct systems, power panels, carpet and carpet tile, masonry, painting, HVAC work, doors and frame, hardware, communication systems, grid ceiling, lighting, plumbing and fire protection systems as well as experience in the field of Project Management. **In June 2019, ICE received the USDA Small Business Contractor of the Year Award for our**

Differentiators

- ❖ (4) Professional Engineers (TX, NM, NJ)
- ❖ (1) Registered Architect (TX)
- ❖ Project Management Institute's PMP Certification
- ❖ Project Managers that whom managed over \$200 Million in Projects Concurrently & 20+ years federal experience
- ❖ (2) Certified Flood Plain Managers (CFM)
- ❖ (7)USACE Construction Quality Management for Contractors



To ensure proper continuity, ICE's group of experienced personnel is ready to ensure that every project design goes through the construction process seamless and as smooth as possible. ICE's construction management inspectors ensure that construction complies with all specifications, regulations, and certifications as required by authorities from all levels (local, state, and federal).

Statement of Qualifications

ICE's inspectors are efficient in tracking and managing construction progress, scheduling, and code compliance. ICE's goal is to provide the most appropriate, economical and feasible project solutions for our client's needs.

Performance of Federal Projects

ICE is highly experienced in performing projects for the federal government throughout South Texas. ICE was awarded a ***Multiple Award IDIQ Contract with the General Services Administration McAllen Border Zone (GS-07P-13-HH-D-0040)*** on December 30, 2014 for a total amount not to exceed \$10 million through December 29, 2019. The contract's services consists of providing various repairs, alternations, and renovations to federally owned and leased facilities services by the Greater Southwest Region 7 of the General Services Administration (GSA) and located throughout the McAllen Border Zone, which includes the counties of: Willacy, Cameron, Duval, Jim Wells, Live Oak, Wharton, Kleberg, Jim Hogg, Brooks, Kennedy, Kinney, Zapata, Zavala, San Patricio, Starr, Hidalgo, Webb and Nueces.

Through the performance of this IDIQ contract, ICE has completed over \$1,000,000 in construction work for numerous projects in various Land Ports of Entries and U.S. Federal Courthouses throughout South Texas in the last three years. Additionally, ICE has obtained two "Exceptional" CPARS ratings for task orders (GS-07P-15-HH-D-0018/GS-P07-16-UK-7000 & GS-07P-15-HH-D-0018/GS-P07-16-UK-7027) performed on this contract, which demonstrates our firm's ability to provide top tier level of services to the U.S. Government and the ability to successfully complete simultaneous task orders without compromising quality, scope, schedule and budget.

In addition, ICE was selected also selected for the following federal contracts:

- ***Indefinite Delivery Contract (IDC) for Architectural – Engineering Services with the United States Army Corps of Engineers Fort Worth District (SWF) 8 (a) Set Aside IDC for Military Projects (W9126G-16-R-0020),***
- ***Architect-Engineer (A-E) Services, Required for Various Military and Civil Works Projects within Boundaries or Assigned To Little Rock District (SWL), or the Southwest Division of the Corps of Engineers (W9127S-16-R-6003), and***
- ***Construction, Repair and Alteration Services for the United States Department of Agriculture – Animal and Plant Health Inspection Service at Moore Air Base, Edinburg, Texas (AG-6395-S-17-0112) HUBZone Set Aside***
- ***8(a) Multiple Award Task Order Contract for Horizontal Construction Services for Southwestern Border Patrol Sectors (W9126G18D0023)***

Business Point of Contact

Name: International Consulting Engineers
Hugo P. Gonzalez, Jr, PE, CFM, PMP, MSCE

Mailing Address: 4201 Rio Grande Care Rd.
Edinburg, Texas 78541

E-Mail Address: Hugo@icengineers.net

Phone Number (Office): (956) 329-5404

Phone Number (Cell): (361) 290-4810

Statement of Qualifications

Section B. Firm Experience / Work on Similar Type Projects

Project 1. City of Pharr International Bridge Expansion & Renovations

Client: City of Pharr

Date of completion: December 2021

Contract Amount: \$1,454,654

Project Description:

International Consulting Engineers was contracted by the City of Pharr to renovate and expand the International Bridge Facility. This project consisted of adding approximately 4,000 square feet of new office and conference room space to the existing City of Pharr International Bridge Facility. Aside from the new expansion, the existing building was fully renovated including but not limited to flooring, paint, ceiling tile, electrical lighting, new windows, new roofs, new restroom upgrades, new doors, etc. Exterior improvements for this project included new parking area, a new detention pond with outfall pump structure, new sidewalk, and landscaping.



New paneling for canopy structure and new City of Pharr lighted signage were also installed.

Reference:

Name: Omar Anzaldua, omar@anzalduaengineering.com

Address: PO Box 1641 Pharr, TX 78577

Phone Number: (956) 457-5743

Statement of Qualifications

Project 2. Off Channel Storage Facility

Client/Owner: United Irrigation District

Date of completion: July 2020

Contract amount: \$6,236,865

Project Description:

This project consists of 52 acres of raw water detention for the United Irrigation District that provides water for Major cities like the City of Mission. The Sugar land water system serves many entities north of mission and Hidalgo County, north of Alton. ICE was responsible for improvements including 72-inch RC pipes, new pumphouse with 3 water pumps and SCADA system, new electrical service, 1 mile of levee and other miscellaneous improvements. The project consisted of **over 1 mile of 55-foot-wide concrete liner.**

Equipment utilized for this project includes: cranes, drilling auger, **concrete screed, concrete pumps, concrete buckets**, excavators, motor graders, front end loaders, motor scrapers, water trucks, backhoes, dump trucks, sheepsfoot rollers, smooth compacting roller, jumping jack, concrete saw and miscellaneous hand tools.



Reference:

Name: Frank Ferris, f.ferris@FerrisandFlinn.com

Address: 1405 North Stuart Place Rd. Harlingen, TX 78552

Phone Number: (956) 364-2236

Statement of Qualifications

Project 3. USDA ARS New Administration Building (Design Build)

Client: USDA APHIS

Date of completion: November 2020

Contract amount: \$988,098.16

Project Description:

International Consulting Engineers (ICE) was awarded this [Design-Build](#) project to assist the USDA's [Cattle Fever Tick Research Laboratory \(CFTRL\)](#) efforts at its satellite [laboratory](#) at Moore Airfield in Edinburg, TX. The scope of this project consisted of the 100% design and construction of a new [3,300 square feet](#) (sf) pre-fabricated facility for administrative offices and the 100% design and renovation construction services which converted [Building 1](#) (approx. 1000 sf)



into a [USDA approved laboratory space with a new 6-ton HVAC unit for 100% makeup air to support laboratory operations](#). Additional scope included the associated design and construction work related to exterior site improvements related to earthwork, concrete foundations, sidewalks, gravel parking lot, curb and gutter, drainage materials, new septic system, detention pond, water utility service, electrical service with backup generator and automatic transfer switch, security fencing and gates, kitchen and conference spaces, IT room with associated infrastructure/anti-static flooring/ grounding and dedicated IT HVAC, fenestration with metal window blinds, signage and [American with Disabilities Act \(ADA\)](#) ramps and all associated facility finishes.

ICE led the preliminary [design analysis](#), [planning](#), and [facility space optimization](#) and effectively collaborated with [CFTRL personnel](#) to identify, validate and further develop the requirements. **ICE** led the [design project management](#) efforts and identified key mechanical, electrical, plumbing sub-consultants to support the full breadth of facility requirements to include requirements associated with the [American with Disabilities Act \(ADA\)](#). During the planning process, **ICE** developed topographic surveys, conducted a site adaptation study, conducted geotechnical reports, conducted [environmental NEPA planning processes](#) and developed [accident prevention plans](#) and as well as [safety plans](#) related to the functional work of administrative and laboratory spaces.

After the initial preliminary design analysis, **ICE** incorporated its [design quality management plan](#), [quality control plan](#), [communication plan](#) and overall [project](#)

Statement of Qualifications

[management plan](#) to effectively collaborate with its [multi-disciplinary design team](#) and respective design contractors. **ICE** self-performed design efforts which included architectural, civil engineering, structural engineering and environmental design aspects. Design work included associated civil engineering design and construction oversight for land development, water/sewer/electrical services, and exterior improvements. Structural engineering design services were provided in support for the design development incorporating a pre-fabricated metal facility. Architectural services supported the overall quality design effort, construction submittal oversight, facility interior fixtures, suspended ceiling, fenestration and finishes. The **ICE** Project Manager guided the design process and collaborated with CFTRL personnel ensuring that facility design requirements and specifications met USDA's intent.

Upon approval by USDA's Contracting Officer, **ICE** proceeded with construction, demolition and renovation efforts incorporating their [Construction Quality Control Plan](#) to oversee construction personnel activities, management of equipment and materials, and validate submittals ensuring the quality of materials and equipment for the construction effort adhered to the design specifications. **ICE** managed sub-contractor oversight and



provided the services related to the new facility for Mechanical, Electrical, and Plumbing service installs to include backup power generator with automatic transfer switch, HVAC service, plumbing service and electrical service.

Planning and Scheduling Management:

ICE included the [design and construction scheduling development of the required activities to construction and](#)

[renovate the two facilities](#). The **ICE** Project Manager ensured that the construction activities aligned with the [contracted construction baseline schedule](#) to ensure timely submission of the real property facilities.

Reference:

Name: David De La Paz, David.DeLaPaz@usda.gov

Address: 2150 Centre Ave Building D, Ft. Collins, CO 80526

Phone Number: (830) 223-2715

Statement of Qualifications

Project 4. Pharr Bridge Northbound and 2nd Exits Expansion

Client: City of Pharr

Date of completion: July 2024

Construction Cost: \$8,215,655

Project Description:

This project consists of expanding an additional 3-lane northbound concrete roadway with about 19,000 SY of 11.5" concrete paving, 13,000 CY of embankment, 200 LF of 6x6 concrete box culvert, 600 LF of new iron security fence, 700 LF of RC Pipe (18" to 48"), 4 new booths with bullet resistant windows, 2300 SY of concrete pavement full repair, two metal canopies, ditch expansion, new concrete rip-rap, new electrical site lighting, back-up generator, remodeling of existing VACIS building including office space, sodding, etc. This project is being managed by City of Pharr, GSA, DHS and TxDOT.

Equipment utilized for this project includes cranes, drilling auger, **concrete screed**, **concrete pumps**, **concrete buckets**, excavators, motor graders, front end loaders, motor scrapers, water trucks, backhoes, dump trucks, sheepsfoot rollers, smooth compacting roller, jumping jack, concrete saw and miscellaneous hand tools.



Reference:

Name: Ponciano Longoria

E-mail: Ponciano.longoria@tedsi.com

Phone Number: (956) 929-1467

Statement of Qualifications

Project 5. USDA APHI Moore Airbase Combined Underground Utility Project

Date of completion: March 2025

Contract Amount: \$19,486,592



Project Description:

International Consulting Engineers (ICE) was awarded this project to rehabilitate/replace all site utilities for Moore Airbase including but not limited to the following:

Storm

- Replace aging and undersized drainage structures with new structures to improve conveyance and maintenance.
- Remove abandoned structures and ditches that are no longer required for stormwater conveyance to increase the discharge capacity of the area.
- Regrade and upgrade main ditch and side ditches to increase hydraulic capacity and improve maintenance so the ditch can be more easily mowed using larger equipment.
- Rehabilitate side slopes with a gabion surfacing system on the banks adjacent to the buildings to stabilize the slope and minimize vegetation growth.

Sanitary Sewer

- New gravity sanitary sewer system includes, but is not limited to, building service reconnections, abandonment, removal of existing sanitary sewer pipes and manholes, and site restoration.

Raw Water

- New raw water system for irrigation purpose including pumps, hydropneumatics bladder tank and associated piping, instrumentation and electrical work; sunshade and concrete slab; raw water distribution piping and reinstatement of service connections.

Statement of Qualifications

Electrical

- New electrical and communication infrastructure includes, but is not limited to:
Underground conduit system to include duct spacers, marking tape, pull cords, and above grade utility markers.
- Cast in place or pre-cast electrical manholes and communication handholes .
- Programming integration of elevated water storage tank fiber optic I/O into existing water treatment plant control panel and SCADA system for indication.
- New Electrical Cabling and Equipment (Phase 2) for the Underground Electrical and Communication Infrastructure
- Furnish and install new electrical primary and secondary cabling; panelboards and meter enclosures, new sectionalizing cabinets, new pad mounted switchgear, new transformers, electrical secondary services for both existing buildings and newly planned buildings and structures.
- Burial of 7200 volt overhead single-phase service to existing transformer for the existing elevated water tank.
- Furnishing and installing conduit and equipment for a newly planned communication loop.



Reference:

Name: James Roloff

Address: 250 Marquette Ave., Suite 410 Minneapolis, MN 55401

Phone Number: 612-590-7603

Email: james.r.roloff@usda.gov

Statement of Qualifications

Project 6. USDA ARS Wildlife Barn

Client: United States Department of Agriculture –ARS

Date of completion: March 2025

Contract amount: \$1,215,000

Project Description:

International Consulting Engineers (ICE) was awarded this [Design-Bid-Build](#) project at Moore Airfield in Edinburg, TX. The scope of this project consisted of a new concrete foundation for a 6,250 Square Foot Wildlife Barn. The building was made of galvanized structural steel member with R-panels. Project will have perimeter insect/bird netting as well as a total of 18 animal pens, a Feed storage room as well as Supply room. Aside from the building, the project consist of electrical service, LED lighting, plumbing, instantaneous water heaters and one lab sink.



Reference:

Name: David De La Paz, COR

Email: David.DeLaPaz@usda.gov

Address: 2150 Centre Ave Building D, Ft. Collins, CO 80526

Phone Number: (830)223-2715

Statement of Qualifications

Section C. Key Personnel

International Consulting Engineers will assign Hugo P. Gonzalez Jr. PE, PMP as the Project Manager for this project. Mr. Gonzalez has over 24 years of experience. He is a professional civil engineer and a project management professional. His experience includes but is not limited to, design and construction of buildings, heavy-duty concrete pavements, new waterlines, lift stations, sanitary sewer systems and roadway projects. Hugo's experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

ICE will also assign Hector Flores as the onsite project superintendent/safety officer. Mr. Flores has been with ICE for 10 years now, but has an overall experience of 20 years. Hector has been responsible for supervising many of our construction projects and his experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

ICE will assign Luis Nava Quality Control. Luis Nava has an engineering degree and has been in construction for the last 30 years. Luis' experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

Section D. Proposed Subcontractor Team

Name: EDCON

Location: 101 E. Delta St. Suite A/B Pharr, TX 78577

Phone: 956-884-7006

Email: daniel@edconbuilders.com

Name: United Fire & Security

Address: 222 E. Van Buren Ave., Suite F; Harlingen, TX

Phone: 877-347-3956

Email: united_alarm@yahoo.com

Name: Fire Defense Pros, LLC

Location: PO Box 1641 Pharr, TX 78577

Phone: 956-457-5743

Email: omar@firedefensepros.com

Name: Texas City Electric, LLC

Address: 610 San Carlos Circle, Edinburg, TX 78542

Phone: 956-342-0585

Email: txcityelectricllc@gmail.com

Name: TCI Roofing & Construction

Address: 6705 N. Taylor Rd. Mission, TX 78573

Phone: 956-584-2189

Email: tciroofing-2@live.com

Statement of Qualifications

Section E. Warranty

ICE prides itself in customer satisfaction and is extremely proactive in taking care of any warranty issues as soon as they are presented. We extend a one-year labor & materials warranty for our projects.

Section F. Firm Stability / Financials

ICE has the ability to self-finance the project while it is ongoing. Attached please find our 2023 audited financials and 2024 in-house financials. We are currently having our 2024 financials audited and are not ready. Once we have the complete audit, we can submit the audited financials if necessary.

Section G. Safety Record

Please see the EMR letter attached. Our Experience Modifier Factor is **0.77**.

BID BOND

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Jimenez Engineering Solutions dba International Consulting Engineers
4201 Rio Grande Care Rd.
Edinburg, TX 78541

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)

City of San Juan
512 S. Nebraska Ave., San Juan, TX 78589

BOND AMOUNT: Five Percent of the Greatest Amount Bid 5% G.A.B.)

PROJECT:

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

San Juan Police Building Expansion; CSP# 25-004-03-13

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2025

Arian Gonzal
(Witness)

Ms
(Witness)

Mireli Stanford, Surety Witness

Jimenez Engineering Solutions dba International Consulting Engineers

(Principal)

(Seal)

Hugo P. Gonzalez Jr.

(Title)

Hugo P. Gonzalez Jr.

Principal

Travelers Casualty and Surety Company of America

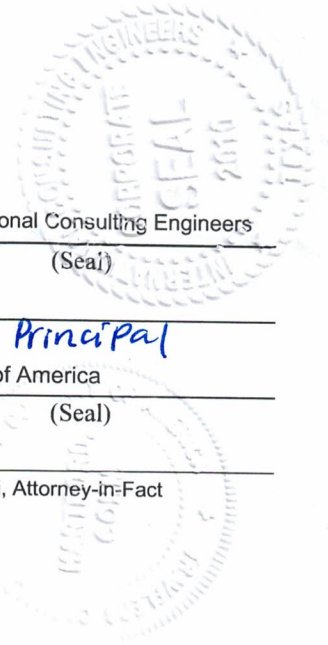
(Surety)

(Seal)

Megan Liescheski

(Title)

Megan Liescheski, Attorney-in-Fact





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

POWER OF ATTORNEY

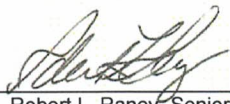
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

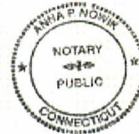
City of Hartford ss.

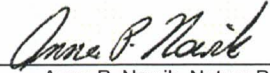
By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

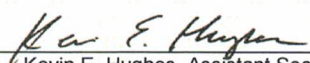
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **13th** day of **March**, **2025**




 Kevin E. Hughes, Assistant Secretary

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR BOND:

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

PROPOSAL FORM

SECTION 00 41 00
PROPOSAL FORM

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
512 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Police Building Expansion

- B. Architect Project Number: 24002

1.03 DATE: 03/13/2025 **(PROPOSER TO ENTER DATE)**

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

- A. Proposer's Full Name
Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

1. Address
4201 Rio Grande Care Rd.
2. City, State, Zip
Edinburg, TX 78541

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. _____
- fourteen million four hundred five thousand four hundred eighty five dollars

(\$ 14,405,485.00), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
 - 1. The cost of the required performance assurance bonds is 5% GAB dollars (\$_____), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
 - 1. Complete the Work in Phase I 360 days after the Notice to Proceed and Phase II Completion: 240 days after completion of Phase 1.
 - 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 - 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 - 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 - 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

ERO Project No. 24002

004100 - Proposal Form

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 03/07/2025.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

Jimenez Engineering Solutions DBA International Consulting Engineers

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:

Hugo P. Gonzalez Jr.
(Authorized signing officer, Title)

(Seal)

Hugo P. Gonzalez Jr., Vice President

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

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ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- ## 1.02 PROPOSAL FORM SUPPLEMENT

- ### 1.03 DESCRIPTION

- #### 1.04 SCHEDULE OF ALTERNATES

- 00 43 23 - ALTERNATES FORM

- C. Alternate No. 3: Pavilion
1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
 2. _____ one hundred thousand Dollars
(\$ 100,000.00).
 3. ADD _____ DEDUCT _____ NO CHANGE X calendar days to adjust the Contract Time
for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 13th day of March, 2025
- B. Submitted By: Jimenez Engineering Solutions DBA I.C.E. (Insert name of proposing firm or corporation).
- C. Authorized Signature Hugo P. Gonzalez Jr. (Handwritten signature).
- D. Signed By: Hugo P. Gonzalez Jr. (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).

END OF DOCUMENT

STANDARD TERMS & CONDITIONS

CITY OF SAN JUAN
CITY OF SAN JUAN POLICE BUILDING EXPANSION
CSP# 25-004-03-13

SECTION I
STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL **ANY EXCEPTIONS MUST BE IN WRITING.**

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the San Juan City Hall, 512 S. Nebraska, San Juan, TX 78589, before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When the date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as a failure to meet delivery dates and may result in the removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
12. All items offered should be designated "**as specified**" or "**equal**".
13. On items designated "**equal**", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100 % of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

03/13/2025

Date

Jimenez Engineering Solutions DBA I.C.E.

Company Name



Representative Initials

[Type here]

GENERAL INFORMATION

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

[Type here]

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

- 2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

- 2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating **City of San Juan Police Building Expansion**
- 2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.
- 2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.
- 2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.
- 2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.
- 2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.
- 2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.
- 2.12.8 Vendor will participate as a team member in cooperation with the project Manager.
- 2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

[Type here]

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

03/13/2025

Date

Jimenez Engineering Solutions DBA I.C.E.

Company Name



Representative Initials

[Type here]

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870		CONTACT NAME: Nicole Ybanez PHONE (A/C, No, Ext): 361-561-2194 FAX (A/C, No): 361-561-2194 E-MAIL ADDRESS: nybanez@higginbotham.net													
INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Merchants National Insurance Company</td><td>NAIC # 12775</td></tr><tr><td>INSURER B : Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER C : Underwriters At Lloyd's, London</td><td>15642</td></tr><tr><td>INSURER D : Guideone National Insurance Company</td><td>14167</td></tr><tr><td>INSURER E : State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER F : Navigators Specialty Insurance Company</td><td>36056</td></tr></table>		INSURER A : Merchants National Insurance Company	NAIC # 12775	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Underwriters At Lloyd's, London	15642	INSURER D : Guideone National Insurance Company	14167	INSURER E : State Automobile Mutual Insurance Company	25135	INSURER F : Navigators Specialty Insurance Company	36056
INSURER A : Merchants National Insurance Company	NAIC # 12775														
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INSURER D : Guideone National Insurance Company	14167														
INSURER E : State Automobile Mutual Insurance Company	25135														
INSURER F : Navigators Specialty Insurance Company	36056														

COVERAGES**CERTIFICATE NUMBER:** 1766961677**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			56300087601	4/12/2024	4/12/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP247500207	4/12/2024	4/12/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXL0001113 HO24EXCZ0G8RPIC	4/12/2024 4/12/2024	4/12/2025 4/12/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0002048673	4/12/2024	4/12/2025	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Professional Liability E&O-Claims Made			PLC0065002	4/12/2024	4/12/2025	<table><tr><td>Per Claim Aggregate Limit</td><td>\$2,000,000 \$4,000,000</td></tr></table>	Per Claim Aggregate Limit	\$2,000,000 \$4,000,000												
Per Claim Aggregate Limit	\$2,000,000 \$4,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Page 2 for Contractor's Equipment:

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Sample
Issued for Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

1st Layer Excess Liability:
Company: Merchants National Insurance Company
Policy Number: EXL0001113
Term: 04/12/2024 - 04/12/2025
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

2nd Layer Excess Liability:
Company: The Burlington Insurance Company
Policy Number: HO24EXCZ0G8RPIC
Term: 04/12/2024 - 04/12/2025
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

\$5Mil xs of \$5Mil = \$10,000,000 cumulative

Contractor's Equipment:
Company: Starr Indemnity & Liability Company
Policy Number: ITH100065176524
Term: 04/12/2024 - 04/12/2025
Coverage Limits:
Per Schedule on File - Scheduled Contractors Equipment
\$5,000 - deductible

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2010 0413 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization and per Form CG2037 0413 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations.

General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us.

General Liability policy includes a blanket automatic primary and non-contributory endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2001 0413 - Primary and Non-Contributory - Other Insurance Condition.

Automobile Liability policy provides automatic waiver of subrogation and additional insured status provision to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form SA3002 0608 - Texas Business Auto Policy Plus Endorsement.

Automobile Liability policy includes a blanket automatic primary and non-contributory endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form SA3006 0416 - Primary and Non-Contributory Insurance - Automatic Status as Required by Contract.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Texas Waiver Of Our Right To Recover From Others Endorsement.

Excess Liability policy #EXL0001113 follows form of General Liability, Auto Liability and Employers Liability

Excess Liability policy #641BE01943-03 follows form of Primary Excess Liability policy #EXL0001113

REFERENCES

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

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

1. MUNICIPAL / ENTITY: City of Pharr
- NAME OF CITY: City of Pharr
- CITY, STATE, & ZIP CODE: Pharr, TX 78577
- CONTACT PERSON: Omar Anzaldua
- POSTION / TITLE: Project Engineer
- PHONE # 956-457-5743 / E-MAL omar@anzalduaengineering.com ADDRESS: _____
- DESCRIBE THE PROJECT: renovations to City of Pharr; please see statement of qualifications for more details
- COST OF PROJECT \$ 1,454,654
- SIZE of PROJECT 4000 SQ FT YEAR COMPLETED: 2021
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes
2. MUNICIPAL / ENTITY: USDA ARS
- NAME OF CITY: Edinburg
- CITY, STATE, & ZIP CODE: Edinburg, TX 78541
- CONTACT PERSON: David De la Paz
- POSTION / TITLE: Facilities Operations Specialist
- PHONE # 830-223-2715 / E-MAL David.DeLaPaz@usda.gov ADDRESS: 22675 N. Moorefield Rd. Edinburg, TX 78541
- DESCRIBE THE PROJECT: new administration building; please see statement of qualifications for more details
- COST OF PROJECT \$ 988,098
- SIZE of PROJECT 3300 SQ FT YEAR COMPLETED: 2020
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: United Irrigation District

NAME OF CITY: City of Mission

CITY, STATE, & ZIP CODE: Mission, TX 78572

CONTACT PERSON: Frank Ferris

POSTION / TITLE: Architect

PHONE # 956-364-2236 / E-MAL f.ferris@FerrisandFlinn.com ADDRESS: 1405 Stuart PlaceRd.
Harlingen, TX 78552
DESCRIBE THE

PROJECT: raw water detention; please see statement of qualifications for more details

COST OF PROJECT \$ 6,236,865

SIZE of PROJECT SQ FT YEAR COMPLETED: 2020

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

4. MUNICIPAL / ENTITY: City of Pharr

NAME OF CITY: City of Pharr

CITY, STATE, & ZIP CODE: Pharr, TX 78577

CONTACT PERSON: Ponciano Longoria

POSTION / TITLE: Project Engineer

PHONE # 956-929-1467 / E-MAL ponciano.longoria@tedsi.com ADDRESS: 1201 E. Expressway 83
Mission, TX 78572
DESCRIBE THE

PROJECT: expansion of the Pharr LPOE; please see statement of qualifications for more details

COST OF PROJECT \$ 8,215,655

SIZE of PROJECT SQ FT YEAR COMPLETED: 2024

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

LIST OF REFERENCES

5 MUNICIPAL / ENTITY: USDA APHIS

NAME OF CITY: Edinburg, TX

CITY, STATE, & ZIP CODE: Edinburg, TX 78541

CONTACT PERSON: James Roloff

POSTION / TITLE: Contracting Officer

PHONE # 612-590-7603 / E-MAL james.r.roloff@usda.gov ADDRESS: 250 Marquette Ave., Suite 410
Minneapolis, MN 55401 DESCRIBE THE

PROJECT: utilities replacement; please see statement of qualifications for more details

COST OF PROJECT \$ 19,486,592

SIZE of PROJECT SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

6. MUNICIPAL / ENTITY: USDA ARS

NAME OF CITY: Edinburg

CITY, STATE, & ZIP CODE: Edinburg, TX 78541

CONTACT PERSON: David De la Paz

POSTION / TITLE: Facilities Operations Specialist

PHONE # 830-223-2715 / E-MAL david.DeLaPaz@usda.gov ADDRESS: 22675 N. Moorefield Rd.
Edinburg, TX 78541 DESCRIBE THE

PROJECT: Construct a new barn; please refer to statement of qualifications for more details

COST OF PROJECT \$ 1,215,000

SIZE of PROJECT 6250 SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

PROPOSAL SPECIFICATION COMPLIANCE

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes X No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

03/13/2025
Date

Jimenez Engineering Solutions DBA I.C.E.
Company Name

[Type here]

NON-COLLUSION STATEMENT

7.2 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN
CITY OF SAN JUAN POLICE BUILDING EXPANSION
CSP# 25-004-03-13

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein N/A

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Hugo P. Gonzalez Jr., have read the Standard Terms and Conditions (Section I),
(*Print/Type Name of Company Officer*) General Information (Section II) & Insurance & Bonding
requirements (Section III), I fully understand them, and will fully
execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

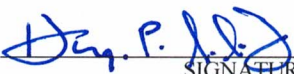
Jimenez Engineering Solutions DBA
COMPANY International Consulting Engineers EMPLOYER I. D. NUMBER _____

ADDRESS 4201 Rio Grande Care Rd.

CITY, STATE, ZIP CODE Edinburg, TX 78541

956-329-5404 (P)

AREA CODE/TELEPHONE/FAX 361-826-5806 (F) EMAIL Hugo@icengineers.net

 _____
SIGNATURE Vice President TITLE 03/13/2025 DATE

[Type here]

CONFIDENTIAL DISCLOSURE STATEMENT

7.3 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

For purposes of complying with the Texas Public Information Act (the "Act"), we are asking that VENDORS interested in submitting a response to a City's request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.

This Confidential Disclosure Statement is being made by:

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.) to The City of San Juan for the
(Vendor Name)

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. "Disclosing Party" means a party that discloses Confidential Information under this Request.
"Receiving Party" means a party that receives Confidential Information under this Request.
2. "Confidential Information" means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this Request *and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

[Type here]

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

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. **As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.**
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.) (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☐ NONE of the Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☒ ALL Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#25-004-03-13)

Name of Company or Firm: Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

By: Hugo P. Gonzalez Jr. Title: Vice President

Signature:  Date: 03/13/2025

[Type here]

SENATE BILL 252 CERTIFICATION

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

CITY OF SAN JUAN
PURCHASING DEPARTMENT

I, Hugo P. Gonzalez Jr. the Undersigned, representative of

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)
(company or business name)

located in Edinburg, Texas
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Department.

Hugo P. Gonzalez Jr.
Name of Company Representative (Print)

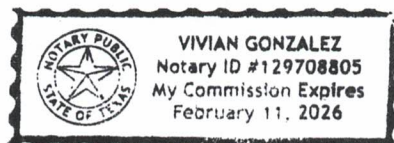
Hugo P. Gonzalez Jr.
Signature of Company Representative

03/13/2025
Date

On this the 13th day of March, 2025, personally appeared

Hugo P. Gonzalez Jr. the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Vivian Gonzalez
NOTARY SIGNATURE

03-13-2025

Date

[Type here]

HOUSE BILL 89 VERIFICATION

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

PURCHASING DIVISION
CITY OF SAN JUAN

I, Hugo P. Gonzalez Jr. (Person name), the undersigned representative

of Jimenez Engineering Solutions DBA I.C.E. / 4201 Rio Grande Care Rd. Edinburg, TX 78541
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

03/13/2025

DATE

Hugo P. Gonzalez Jr.
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13th day of March, 2025, personally appeared

Hugo P. Gonzalez Jr. the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

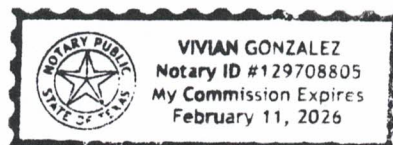
NOTARY SEAL

Vivian Gonzalez
NOTARY SIGNATURE

03-13-2025

Date

[Type here]



FIRM INFORMATION & PERSONNEL

7.7 - Firm Information and Personnel

1. Name of Firm Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

Address 4201 Rio Grande Care Rd.

City, State, Zip Code Edinburg, TX 78541

Phone # 956-329-5404 Fax # 361-826-5806

Employer I. D. Number _____ Year Established: 2010

Type of organization:

Partnership _____

Professional corporation _____

Corporation _____

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) X

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name Hugo P. Gonzalez Jr.

Title Vice President

Phone # 956-329-5404

E-Mail Address: Hugo@icengineers.net

Total Years with this company: 12 Years of Construction Experience: 15

Number of Similar Projects you have been involved with in last five (5) Years: 6

Will this individual be attending the Board meetings? yes

[Type here]

FINANCIALS

International Consulting Engineers
Balance Sheet
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	165,874.02
Accounts Receivable	
Accounts Receivable	4,497,815.27
Total Accounts Receivable	4,497,815.27
Other Current Assets	
Allowance for bad debts	-34,508.50
Costs&Est. Earn.. in Exc.of Bil	943,047.07
Investments	37,431.57
Retainage Receivable	61,504.23
Total Other Current Assets	1,007,474.37
Total Current Assets	5,671,163.66
Fixed Assets	
Accumulated Ammortization	-84,533.16
Accumulated Depreciation	-1,983,857.52
Automobiles	1,566,303.02
Buildings	1,361,437.88
Computers & Software	121,143.55
Construction Equipment	3,309,784.98
Construction in Progress	
Edinburg Office	343,660.77
Total Construction in Progress	343,660.77
ICE Warehouse CC	110,869.02
Land Improvements	97,235.88
Land Purchases	580,574.49
Mobile Office	13,495.00
Survey Equipment	238,506.58
Total Fixed Assets	5,674,620.49
Other Assets	
Right of Use Asset - SA Office	4,175.09
Total Other Assets	4,175.09
TOTAL ASSETS	11,349,959.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	891,480.18
Credit Cards	9,474.86
Other Current Liabilities	
BillingsinExc.of Cost& Est.Earn	787,781.23
Current Portion Lease Payables	4,175.09
Current Portion Notes Payable	133,832.97

International Consulting Engineers
Balance Sheet
As of December 31, 2024

	Dec 31, 24
Direct Deposit Liabilities	5,221.93
Line of Credit	1,000,000.00
Payroll Liabilities	8,683.16
Total Other Current Liabilities	1,939,694.38
Total Current Liabilities	2,840,649.42
Long Term Liabilities	
Counter portionLTD-counter acct	-133,832.97
Offices	973,279.42
Vehicle & Equipment Notes	187,099.40
Total Long Term Liabilities	1,026,545.85
Total Liabilities	3,867,195.27
Equity	
Owners Accumulation	
Owners Contributions	237,710.88
Owners Draw	-688,295.90
Total Owners Accumulation	-450,585.02
Owners Equity	5,021,495.88
Net Income	2,911,853.11
Total Equity	7,482,763.97
TOTAL LIABILITIES & EQUITY	11,349,959.24

International Consulting Engineers

Profit & Loss

January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Other Income	
Dividend Income	33,206.07
Equipment Sale	25,835.00
Interest Income	7,713.66
Refund	36,281.08
Rent Income	
Office	24,884.71
Total Rent Income	24,884.71
Total Other Income	127,920.52
Revenue	
Construction Revenue	17,580,337.87
Engineering Revenue	5,474,762.19
Total Revenue	23,055,100.06
Total Income	23,183,020.58
Cost of Goods Sold	
Construction	
Direct Expenses	12,055,022.13
Direct Labor	1,274,724.30
Total Construction	13,329,746.43
Engineering	
Direct Expenses	779,713.03
Direct Labor	1,647,764.65
Total Engineering	2,427,477.68
Total COGS	15,757,224.11
Gross Profit	7,425,796.47
Expense	
Construction OH Expenses	
Automobile Expense	40,415.64
Bank Service Charge	940.71
Dues & Subscriptions - const	906.17
Email/Internet - Const.	1,999.46
Equipment Repairs & Maintenance	6,537.12
General Const. Tools/Equip.	14,531.59
Insurance - Construction	321,055.85
Interest Expense - Const	1,480.35
Marketing	9,103.25
Meals & Entertainment	15,873.89
New Hires	650.12
office expense	12,049.23
OH Payroll - Const	92,970.45
Property tax	4,796.09
Repairs & Maintenance	2,508.35
Safety Clothing Construction	705.09
Shipping - Const	100.65

International Consulting Engineers

Profit & Loss

January through December 2024

	Jan - Dec 24
Technology expense	16,281.34
Telephone Expense	13,978.90
Travel - Const	52,779.63
Uniforms - construction	264.66
Utilities - Const.	12,496.36
Total Construction OH Expenses	622,424.90
Engineering OH Expenses	
Automobile Expense	136,936.01
Bad Debt	5,199.99
Bank Service Charges	1,496.19
Business Licenses and Permits	8,435.58
Charitable Donations	30,468.66
Dues and Subscriptions	30,647.96
Email/Internet	6,980.65
Franchise Tax	27,881.81
Insurance Expense	234,746.36
Interest Expense	72,670.32
Marketing	42,190.67
Meals and Entertainment	68,108.02
Office Equipment - Rentals	7,477.30
Office Expense	224,561.46
Payroll Expenses	1,151,570.46
Printing	854.20
Professional Fees	137,715.60
Property Tax	46,187.57
Rent Expense	47,664.71
Safety Clothing	1,690.25
Survey Supplies/Tools	2,311.07
Technology Expense	198,987.98
Telephone Expense	36,303.36
Travel	83,517.95
Uniforms	12,298.75
Total Engineering OH Expenses	2,616,902.88
Fringe Benefits - Construction	
401k Employer Match - Const.	7,630.65
Bonuses - Const.	36,350.00
Car Allowance	2,400.00
Employee Appreciation	45,647.04
Paid Time Off	91,588.96
Payroll Taxes	99,411.11
Workers Comp - Construction	7,633.50
Total Fringe Benefits - Construction	290,661.26
Fringe Benefits - Engineering	
401k EmployerMatch	89,068.18
Bonuses	100,753.48
Car Allowance.	31,199.93
Continuing Education	828.00

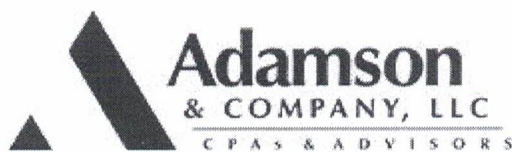
International Consulting Engineers
Profit & Loss
January through December 2024

	Jan - Dec 24
Employee Appreciation	79,207.52
Gym Fee	4,487.95
Insurance	210,750.74
Paid Leave	226,059.31
Taxes	231,373.98
Worker's Comp Insurance	10,225.25
Total Fringe Benefits - Engineering	983,954.34
Reconciliation Discrepancies	-0.02
Total Expense	4,513,943.36
Net Ordinary Income	2,911,853.11
Net Income	2,911,853.11

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Financial Statements

December 31, 2023 and 2022



JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

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Independent Auditor's Report

July 12, 2024

Mr. Jesus J. Jimenez
Managing Member
Jimenez Engineering Solutions, LLC
dba International Consulting Engineers
Corpus Christi, Texas

Opinion

We have audited the accompanying financial statements of Jimenez Engineering Solutions, LLC (a Texas Limited Liability Company), which comprise the balance sheet as of December 31, 2023, and the related statements of income, member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jimenez Engineering Solutions, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Jimenez Engineering Solutions, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Jimenez Engineering Solutions, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report

that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Jimenez Engineering Solutions, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Jimenez Engineering Solutions, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules I, II, III and IV are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Adamson & Company LLC

Adamson & Company, LLC

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Balance Sheet

	December 31,	
	2023	2022
<u>ASSETS</u>		
Current Assets		
Cash and Cash Equivalents	\$ 218,564	\$ 47,013
Accounts Receivable, Net (Notes 2 and 13)	2,680,789	2,820,171
Revenues Earned in Excess of Billings (Note 3)	513,772	562,369
Total Current Assets	3,413,125	3,429,553
Noncurrent Assets		
Property and Equipment (Note 4)	4,141,303	3,987,801
Right of Use Asset (Note 7)	4,175	29,226
Investment in Joint Venture (Note 13)	37,432	94,689
Total Assets	\$ 7,596,035	\$ 7,541,269
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
Current Liabilities		
Accounts Payable	\$ 1,107,314	\$ 620,058
Accrued Payroll and Expenses	7,174	70,136
Billings in Excess of Revenues Earned (Note 3)	287,472	116,835
Lines of Credit (Note 5)	31,920	500,000
Current Portion of Long-Term Debt (Note 6)	133,833	185,959
Current Portion of Lease Liability (Note 7)	4,175	25,051
Total Current Liabilities	1,571,888	1,518,039
Noncurrent Liabilities		
Long-Term Debt, Less Current Portion (Note 6)	1,134,416	1,414,131
Lease Liability, Less Current Portion (Note 7)	-	4,175
Total Liabilities	2,706,304	2,936,345
Member's Equity	4,889,731	4,604,924
Total Liabilities and Member's Equity	\$ 7,596,035	\$ 7,541,269

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Income

	Year Ended December 31,	
	2023	2022
Revenues (Notes 9 and 10)		
Construction	\$ 10,947,879	\$ 7,299,331
Engineering	4,528,927	3,512,323
Total Revenues	15,476,806	10,811,654
Cost of Revenues		
Construction	8,576,591	5,042,978
Engineering	1,858,638	1,578,190
Total Cost of Revenues	10,435,229	6,621,168
Gross Profit	5,041,577	4,190,486
Operating Expenses	4,757,718	4,209,017
Income (Loss) from Operations	283,859	(18,531)
Other Income (Expenses)		
Gain on Forgiveness of Long-Term Debt (Note 11)	-	711,400
Gain (Loss) on Investment in Joint Venture	(57,258)	41,665
Gain (Loss) on Disposal of Equipment	(19,565)	14,484
Grant Revenue	23,200	-
Rental Income	41,083	60,564
Sale of Materials	121,330	-
Miscellaneous	23,926	18,067
Total Other Income	132,716	846,180
Net Income	<u>\$ 416,575</u>	<u>\$ 827,649</u>

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Changes In Member's Equity

	Year Ended December 31,	
	2023	2022
Balance, January 1	\$ 4,604,924	\$ 3,986,048
Net Income	416,575	827,649
Contributions	147,323	377,587
Distributions	(279,091)	(586,360)
Balance, December 31	<u>\$ 4,889,731</u>	<u>\$ 4,604,924</u>

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Cash Flows

	Year Ended December 31,	
	2023	2022
Cash Flows from Operating Activities		
Net Income	\$ 416,575	\$ 827,649
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization Expense	529,063	450,550
Gain on Forgiveness of Long-Term Debt	-	(711,400)
(Gain) Loss on Investment in Joint Venture	57,257	(41,664)
(Gain) Loss on Disposal of Equipment	19,565	(14,484)
Changes in Operating Assets and Liabilities:		
Accounts Receivable	139,382	1,394,084
Revenues Earned in Excess of Billings	48,597	(316,314)
Accounts Payable	487,252	(546,324)
Accrued Payroll and Expenses	(62,962)	(66,032)
Billings in Excess of Revenues Earned	170,637	(92,712)
Net Cash Provided by Operating Activities	1,805,366	883,353
Cash Flows from Investing Activities		
Purchases of Property and Equipment	(736,594)	(756,920)
Proceeds from Disposal of Equipment	34,466	91,782
Net Cash Used by Investing Activities	(702,128)	(665,138)
Cash Flows from Financing Activities		
Advances Under Lines of Credit	1,428,800	906,574
Principal Payments on Lines of Credit	(1,896,880)	(635,037)
Principal Payments on Long-Term Debt	(331,841)	(257,485)
Contributions from Member	147,325	377,587
Distributions to Member	(279,091)	(586,360)
Net Cash Used by Financing Activities	(931,687)	(194,721)
Net Increase in Cash	171,551	23,494
Beginning Cash	47,013	23,519
Ending Cash	\$ 218,564	\$ 47,013
Supplemental Disclosures:		
Cash Paid for Interest	\$ 117,326	\$ 107,413
Noncash Investing and Financing Activities:		
Financed Purchases of Property and Equipment	\$ -	\$ 303,901

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Summary of Significant Accounting Policies

Nature of Operations

Jimenez Engineering Solutions, LLC dba International Consulting Engineers (the Company) is a limited liability company primarily engaged in providing civil, structural and industrial engineering services as well as construction management services from offices in Corpus Christi, San Antonio, Houston and Edinburg, Texas. Work is performed as service work, cost-plus-fee or fixed price contracts. Substantially all of the Company's customers are geographically concentrated in South Texas.

Basis of Accounting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting and in conformity with accounting principles generally accepted (GAAP) in the United States of America.

Revenue from engineering contracts is recognized when performance obligations under the related contract terms have been fulfilled. Related expenses are recognized when incurred.

Contract revenues are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract (cost-to-cost method). That method is used because management considers total cost to be the best available measure of progress on the contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Construction contract costs include all direct material, labor and subcontract costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Costs of construction contracts are charged to earnings on the percentage-of-completion method used to recognize revenues. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Revenues Earned in Excess of Billings", represents contract revenues recognized in excess of amounts billed on uncompleted contracts. The liability, "Billings in Excess of Revenues Earned", represents billings in excess of contract revenues recognized on uncompleted contracts.

Cash & Cash Equivalents

Cash consists of funds readily available in bank accounts and other short term liquid accounts. Funds must be available in 90 days or less to be classified as a cash equivalent.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Significant Accounting Policies (continued)

Accounts Receivable

The carrying amount of accounts receivable is reduced by an allowance for doubtful accounts that reflects management's best estimate of the amounts that may not be collected.

Probable uncollectible amounts are reflected through a charge to earnings and a credit to the allowance for doubtful accounts. Balances deemed uncollectible are written off.

Property and Equipment

Property and equipment are recorded at cost. Repairs and maintenance are charged to expense as incurred. Renewals and betterments are capitalized. As assets are sold or are otherwise disposed of, the asset and the related accumulated depreciation are removed, and the gain or loss is recognized.

For financial statement reporting purposes, depreciation is computed using the straight-line method over useful lives as follows:

Machinery and Equipment	7-10 years
Vehicles	5 years
Mobile Offices	10 years
Land Improvements	10 years
Computer Equipment	5 years
Buildings	40 years

Cost of computer software is amortized on a straight-line basis over three years.

Investment in Joint Venture

A 51% investment in a joint venture with another engineering firm is accounted for using the equity method.

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the Company to estimate the amount of compensation for future absences. Accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Income Taxes

The Company has elected S Corporation status. Under S Corporation status, earnings and losses will be included in the personal income tax of the sole member. Therefore, no income tax provision is recorded by the Company. The Company files a state franchise tax return in Texas.

Advertising

Advertising costs are expensed as incurred and totaled \$48,446 and \$26,928 for the years ended December 31, 2023 and 2022, respectively.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Summary of Significant Accounting Policies (continued)

Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Date of Management's Review

Subsequent events have been evaluated through July 12, 2024, the date the financial statements were available to be issued.

Note 2: Accounts Receivable

Accounts receivable at December 31, 2023 and 2022 consist of the following:

	<u>2023</u>	<u>2022</u>
Engineering	\$ 249,514	\$ 435,209
Construction, Excluding Retainage	2,057,567	2,139,028
Retainage	408,217	396,220
Less: Allowance for Doubtful Accounts	<u>(34,509)</u>	<u>(150,286)</u>
TOTAL	<u>\$2,680,789</u>	<u>\$2,820,171</u>

Bad debt expense for the year ended December 31, 2023 was \$93,614.

Note 3: Costs and Estimated Earnings on Uncompleted Contracts

Uncompleted contracts at December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Costs Incurred on Uncompleted Contracts	\$15,616,396	\$8,990,756
Estimated Earnings	<u>3,823,548</u>	<u>1,969,392</u>
Revenue Earned on Uncompleted Contracts	19,439,944	10,960,148
Less: Billings to Date	<u>19,213,644</u>	<u>10,514,614</u>
	<u>\$ 226,300</u>	<u>\$ 445,534</u>

Included in the accompanying balance sheet under the captions:

	<u>2023</u>	<u>2022</u>
Revenues Earned in Excess of Billings	\$513,772	\$562,369
Billings in Excess of Revenues Earned	<u>(287,472)</u>	<u>(116,835)</u>
	<u>\$226,300</u>	<u>\$445,534</u>

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 4: Property and Equipment

Property and Equipment at December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Machinery and Equipment	\$2,831,938	\$2,366,067
Vehicles	1,110,649	1,012,812
Land	580,575	580,575
Land Improvements	97,236	97,236
Building	1,361,437	1,361,437
Mobile Offices	13,495	13,495
Computer Equipment and Software	121,144	121,144
Construction in Progress	<u>93,220</u>	<u>-</u>
Total Property & Equipment	6,209,694	5,552,766
Less: Accumulated Depreciation	<u>2,068,391</u>	<u>1,564,965</u>
Net Property & Equipment	<u>\$4,141,303</u>	<u>\$3,987,801</u>

Depreciation and amortization expense was \$529,063 and \$450,550 for the years ended December 31, 2023 and 2022, respectively.

Note 5: Line of Credit

The Company has two revolving lines of credit with a bank totaling \$1,100,000 to support working capital needs. Interest is payable monthly at the bank base rate (8.5% at December 31, 2023) and it is secured by certain accounts receivable, vehicles and equipment of the Company and the personal guaranty of the managing member. The outstanding balances at December 31, 2023 and 2022 totaled \$31,920 and \$500,000, respectively. Both lines of credit mature September 7, 2024.

Note 6: Long-Term Debt

Long-term debt consists of the following:

	<u>2023</u>	<u>2022</u>
Nine notes payable to financing companies, due in monthly principal installments of \$8,751, plus interest ranging from 0% to 6.75%, secured by vehicles and equipment	142,412	253,301
Note payable to bank, originally secured by land, refinanced in 2020 to allow construction draws up to \$1,125,000, interest at 5.25%, with monthly interest only payments through September 2020, then monthly principal and interest payments of \$7,630 through September 2040, secured by land and improvements	1,011,718	1,047,891

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 6: Long-Term Debt (continued)

	<u>2023</u>	<u>2022</u>
Note payable to bank, due in monthly principal and interest installments of \$1,373, with interest at 6.5%, secured by land	-	153,017
Three notes payable to credit union, due in monthly principal and interest installments of \$3,096, with interest ranging from 3.89 % to 4.49%, secured by property and equipment	<u>114,119</u>	<u>145,881</u>
Total Amount of Debt	1,268,249	1,600,090
Less: Current Portion	<u>133,833</u>	<u>185,959</u>
Long-Term Debt	<u>\$1,134,416</u>	<u>\$1,414,131</u>

Future maturities of long-term debt are as follows:

<u>Year Ending:</u>	
2024	\$ 133,833
2025	121,927
2026	105,365
2027	57,297
2028	47,624
Thereafter	<u>802,203</u>
	<u>\$1,268,249</u>

Interest expense of \$117,326 and \$107,413 was incurred for the years ended December 31, 2023 and 2022, respectively.

Note 7: Obligation Under Operating Lease

The Company has elected to use a risk-free discount rate to measure the lease liability at the present value of the lease payments not yet paid on facilities.

The Company leases office space under an operating lease in San Antonio, Texas. The lease is for a two-year period expiring at the end of February 2024. Monthly lease payments total \$2,180.

At December 31, 2023, maturities for operating lease liabilities for facilities are as follows:

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 7: Obligation Under Operating Lease (continued)

Year Ending December 31	
2024	\$4,360
Total Payments	4,360
Less: Interest	<u>185</u>
Present Value of Lease Liability	<u>\$4,175</u>

Rent expense under this operating lease commitment totaled \$26,152 for the year ended December 31, 2023.

Note 8: Backlog

At December 31, 2023, the Company expects to realize \$19,109,141 in revenue from work yet to be performed on uncompleted contracts.

Note 9: Concentrations

During the year ended December 31, 2023, one customer represented 63% of total revenues.

During the year ended December 31, 2022, two customers represented 29% and 20% of total revenues.

Note 10: Management Related Revenue

The Company earns revenue from a company owned by a member of management of Jimenez Engineering Solutions, LLC. The total revenue earned totaled \$623,938 and \$240,638, respectively, during the years ended December 31, 2023 and 2022.

Note 11: Covid-19 Paycheck Protection Program Notes Payable

On April 24, 2021, the Company applied for and was approved for a \$711,400 loan under the Paycheck Protection Program created as part of the relief efforts related to COVID-19 and administered by the Small Business Administration. The loan accrues interest at 1% per annum but payments are not required to begin for six months after the funding of the loan. The Organization is eligible for loan forgiveness of up to 100% of the loan, upon meeting certain requirements. The loan is collateralized and is fully guaranteed by the Federal government. The loan was fully forgiven on May 25, 2022

Note 12: Employee Benefit Plan

The Company has a Simple IRA plan that is available to all employees. Each year, the Company has the option to make a dollar-for-dollar matching contribution to a participant's account up to 3% of the participant's total compensation. During the years ended December 31, 2023 and 2022, matching contributions of \$74,436 and \$62,207, respectively, were made.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 13: Investment in Joint Venture

The Company owns a 51% interest and serves as the managing partner in a joint venture general partnership with another engineering firm. The purpose of the joint venture is to obtain work and provide engineering services to the U.S. Army Corps of Engineers through the Small Business Administration 8(a) Business Development program.

During the year ended December 31, 2023, the Company realized revenues totaling \$322,848. for services provided through the joint venture. Accounts receivable at December 31, 2023 for services provided through the joint venture totaled \$1,686.

During the year ended December 31, 2022, the Company realized revenues totaling \$287,443 for services provided through the joint venture. Accounts receivable at December 31, 2022 for services provided through the joint venture totaled \$73,915.

The following information summarizes the activity of the joint venture at and for the years ended December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Cash	\$96,332	\$261,017
Accounts Receivable	<u>1,347</u>	<u>119,783</u>
Total Assets	<u>\$97,679</u>	<u>\$380,890</u>
Accounts Payable	\$24,283	\$195,224
Equity	<u>73,396</u>	<u>185,666</u>
Total Liabilities and Equity	<u>\$97,679</u>	<u>\$380,890</u>

	<u>2023</u>	<u>2022</u>
Revenues	\$619,585	\$527,280
Cost of Revenues	728,400	445,145
Expenses	<u>456</u>	<u>406</u>
Net Income (Loss)	<u>\$(109,271)</u>	<u>\$ 81,729</u>

SUPPLEMENTARY INFORMATION

SCHEDULE I

**JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS**

Schedule of Operating Expenses

	Year Ended December 31,	
	2023	2022
Automobile Expense	\$ 118,594	\$ 190,912
Bad Debt Expense	93,614	-
Bank Service Charges	4,538	7,785
Cable and Internet	10,188	10,263
Charitable Contributions	37,932	18,117
Depreciation and Amortization	529,063	450,550
Dues and Subscriptions	41,960	23,247
Employee Benefits	1,059,907	892,629
Insurance	340,025	309,192
Interest	117,326	107,413
Licenses and Permits	3,836	2,835
Marketing	48,446	26,928
Meals and Entertainment	55,634	85,008
Office Equipment Rental	5,904	5,973
Office Expenses	228,257	200,625
Office Rent	45,025	33,729
Payroll	1,190,118	1,003,463
Printing	2,835	4,051
Professional Fees	44,994	41,574
Property Taxes	41,934	80,007
Repairs and Maintenance	130,384	237,484
Safety Clothing	2,622	3,127
Technology Expense	281,650	189,245
Telephone	60,681	44,321
Texas Franchise Tax	5,000	4,985
Tools and Equipment	101,429	82,265
Travel	125,028	115,850
Uniforms	12,260	16,789
Utilities	18,534	20,650
Total Operating Expenses	\$ 4,757,718	\$ 4,209,017

SCHEDULE II

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Uncompleted Contracts

December 31, 2023

Description	Contract Amount	Estimated Costs	Gross Profit	Costs To Date	Percentage Complete	Recognized Revenue	Billings To Date	Under Billed	Over Billed
City of Pharr Northbound Lanes Expansion	\$ 8,647,935	\$ 6,996,179	\$ 1,651,756	\$ 6,923,357	98.96%	8,557,920	\$ 8,510,923	\$ 46,997	\$ -
GEM - Rado	150,000	142,500	7,500	121,979	85.60%	128,398	130,592	-	2,193
IWA - Canopy Demo	17,600	15,840	1,760	8,815	55.65%	9,794	12,505	-	2,710
NAVFAC - Remove/Replace Fire Alarm	66,159	25,000	41,159	19,570	78.28%	51,788	-	51,788	-
NAVFAC - Hydraulic Cylinders	77,831	70,048	7,783	45,776	65.35%	50,862	-	50,862	-
USDA CC Phase I Renovations	847,253	762,527	84,725	657,843	86.27%	730,937	805,331	-	74,394
USDA Water Tower Mixing System	235,248	188,199	47,050	150,254	79.84%	187,817	94,887	92,930	-
USDA HVAC Replacement Bldg. 6414	1,549,005	1,239,204	309,801	723,240	58.36%	904,050	804,353	99,697	-
USDA MAB Underground Utilities	18,896,057	14,172,042	4,724,014	4,152,140	29.30%	5,536,187	5,693,401	-	157,214
USDA Warehouse Safety Upgrades	117,090	105,381	11,709	24,677	23.42%	27,419	37,017	-	9,598
USDA Boiler Replacement	110,000	99,000	11,000	64,658	65.31%	71,842	58,228	13,614	-
USDA ARS Wet Lab & Utilities Upgrades	6,044,768	5,138,053	906,715	2,255,114	43.89%	2,653,075	2,678,540	-	25,465
USDA Construct Wildlife Barn	1,215,317	1,033,019	182,298	134,201	12.99%	157,884	-	157,884	-
StWA - 42" Water Line Tap	574,823	517,341	57,482	334,773	64.71%	371,970	387,868	-	15,898
TOTALS	\$ 38,549,085	\$ 30,504,333	\$ 8,044,752	\$ 15,616,396		\$ 19,439,944	\$ 19,213,644	\$ 513,772	\$ 287,472

SCHEDULE III

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Uncompleted Contracts

December 31, 2022

<u>Description</u>	<u>Contract Amount</u>	<u>Estimated Costs</u>	<u>Gross Profit</u>	<u>Costs To Date</u>	<u>Percentage Complete</u>	<u>Recognized Revenue</u>	<u>Billings To Date</u>	<u>Under Billed</u>	<u>Over Billed</u>
City of Pharr Northbound Lanes Expansion	\$ 8,590,403	\$ 6,872,323	\$ 1,718,080	\$ 6,630,186	96.48%	8,287,732	\$ 8,036,372	\$ 251,360	\$ -
Nueces County Splash Pads	902,501	812,251	90,250	673,746	82.95%	748,607	538,136	210,471	-
USDA CC Phase I Renovations	802,054	721,848	80,206	638,491	88.45%	709,435	715,242	-	5,807
USDA CC Chiller Replacement	259,699	233,729	25,970	185,327	79.29%	205,919	234,599	-	28,680
USDA Water Tower Mixing System	235,248	188,199	47,049	5,008	2.66%	6,260	-	6,260	-
USDA Bldg. 6017 Phase III	233,402	186,721	46,681	121,742	65.20%	152,178	206,618	-	54,440
USDA HVAC Replacement Bldg. 6414	1,380,013	1,104,010	276,003	61,746	5.59%	77,183	85,042	-	7,859
USDA MAB Underground Utilities	14,044,834	11,938,109	2,106,725	231,019	1.94%	271,787	282,500	-	10,713
USDA Warehouse Safety Upgrades	117,090	105,381	11,709	267	0.25%	297	-	297	-
USDA Boiler Replacement	110,000	99,000	11,000	9,126	9.22%	10,140	-	10,140	-
USDA ARS Wet Lab & Utilities Upgrades	5,543,856	4,712,277	831,579	241,627	5.13%	284,267	200,425	83,842	-
USDA Electrical Storm Repairs	76,025	64,622	11,403	30,232	46.78%	35,567	43,197	-	7,630
GEM - Siddons Martin	30,000	28,500	1,500	16,675	58.51%	17,553	17,978	-	425
GEM - Rado	45,000	42,750	2,250	21,749	50.87%	22,894	23,155	-	261
GEM - Progreso Phase II	275,000	261,250	13,750	121,912	46.66%	128,328	129,302	-	974
GEM - La Joya ISD	20,000	19,000	1,000	1,903	10.02%	2,003	2,048	-	45
TOTALS	\$ 32,665,125	\$ 27,389,970	\$ 5,275,155	\$ 8,990,756		\$ 10,960,148	\$ 10,514,614	\$ 562,369	\$ 116,835

SCHEDULE IV

**JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS**

Contracts Completed

Year Ended December 31, 2023

<u>Description</u>	<u>Final Contract Price</u>	<u>Total Costs Incurred</u>	<u>Gross Profit</u>
Nueces County Splash Pads	\$ 874,178	\$ 716,670	\$ 157,508
USDA CC Cotton Air Compressors	183,587	157,344	26,242
USDA CC Chiller Replacement	259,699	185,327	74,372
USDA Bldg. 6017 Phase III	233,402	130,750	102,652
USDA Electrical Storm Repairs	76,038	46,797	29,241
USDA Transformer Install	18,980	16,000	2,980
GEM - Siddons Martin	47,573	44,936	2,637
GEM - La Joya ISD	41,763	39,502	2,261
GEM - Progresso Phase II	576,981	542,923	34,058
NAS K - Rigid Rail Replacement	109,643	40,997	68,646
Nueces County - CR 18 Bridge Rehab	44,319	26,253	18,066
Port of CC New Rail Facility Misc.	<u>1,921</u>	<u>3,452</u>	<u>(1,532)</u>
	<u>\$ 2,468,084</u>	<u>\$ 1,950,951</u>	<u>\$ 517,132</u>

AMENDMENTS



ADDENDUM NO. 1

CITY OF SAN JUAN POLICE BUILDING EXPANSION

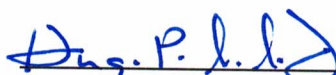
CSP NO. 25-004-03-13

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

1. **LITIGATION SUMMARY:** A litigation summary that briefly describes any claims or lawsuits that have been filed within that last ten (10) years against the respondent individual or firm that relates to the services performed by the respondent individual or firm must be submitted. Identify the claim or lawsuit by naming the adverse party, case number, jurisdiction where filed and current status and/or outcome of the claim or lawsuit. If no summary is given or if a general statement is given that refers the City to inquire with a respondent individual's counsel or firm's counsel, the RFQ, RFB, RFP or CSP may be considered **NON-RESPONSIVE** and eliminated from consideration. This statement may be submitted as a separate document, but must be provided at the same time that the RFQ, RFB, RFP or CSP is submitted.
2. An Electronic (USB) of the submitted proposal be provided along with one Original and one Copy.

END OF ADDENDUM NO. 1

/s/Lori A. Maldonado, Purchasing Agent
FEBRUARY 27, 2025



Signature of Respondent

03/13/2025

Date

SAFETY RECORD

April 9, 2024

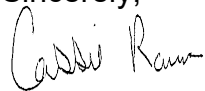
Jimenez Engineering Solutions LLC dba International Consulting Engineers
261 Saratoga Blvd
Corpus Christi, TX 78417

Re: Workers Compensation Experience Modification History

Please be advised that the Workers Compensation Experience Modification for the current year is as follows:

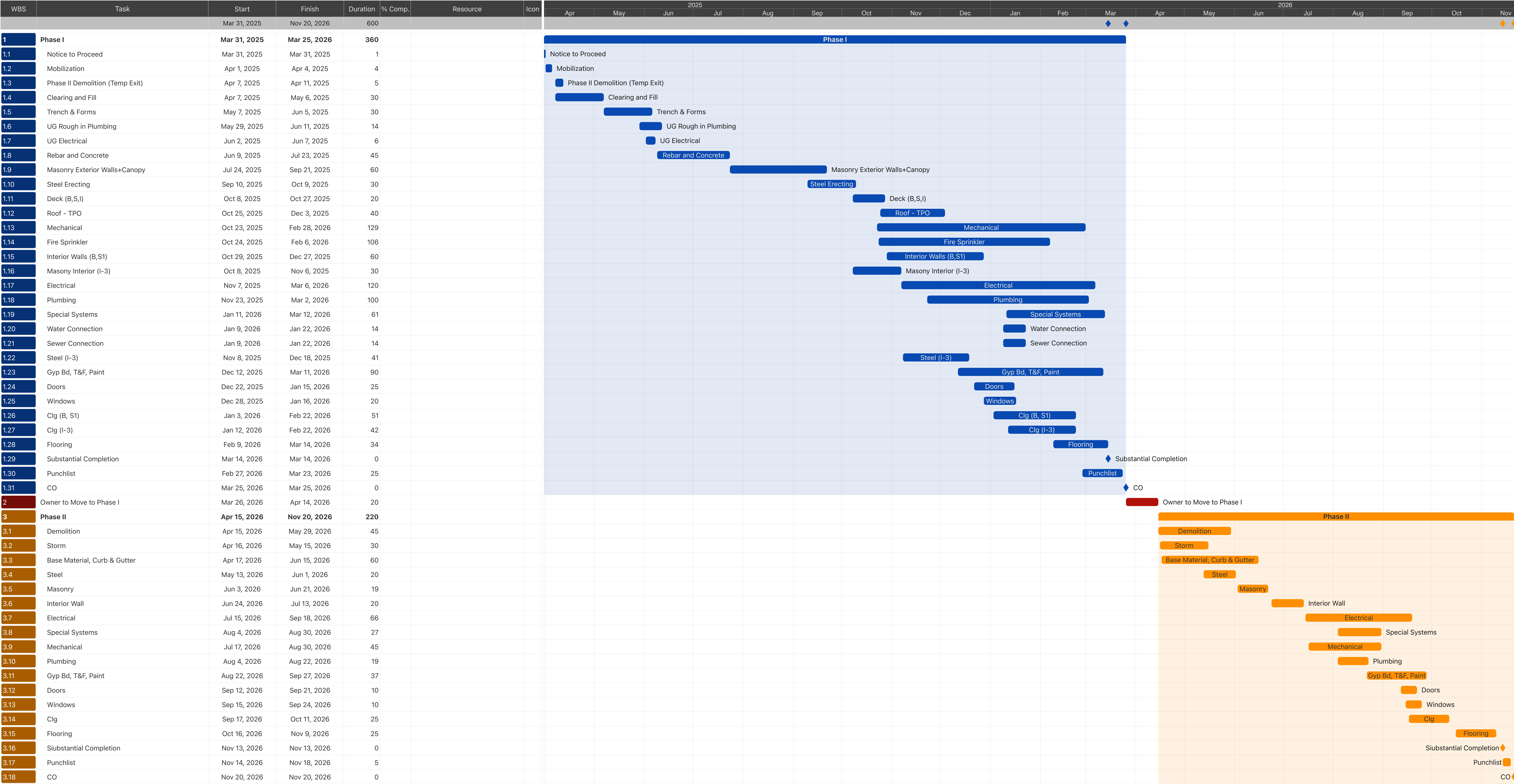
Modifier Effective Date	Experience Modifier Factor	Carrier	Policy Period
04/12/24	0.77	TexasMutual	04/12/24-25

Sincerely,



Cassie Ramirez, TIIA, ERIS
Account Manager

TIMELINE



Statement of Qualifications

City of San Juan Police Building Expansion

Section A. Firm Experience

Summary of Firm

International Consulting Engineers (ICE) is a multi-disciplined organization that was founded to provide professional Civil, Structural, Rail, Marine Engineering and Project/Construction Management services to governmental agencies, corporate entities, private developers, and municipalities. **ICE currently has a \$10 million IDIQ with the General Services Administration for Renovations and Repairs on their facilities and currently holds two (2) -five (5) year Architectural / Engineering Indefinite Delivery Indefinite Quantity contracts with the United States Army Corps of Engineers.**

The firm's capabilities include general Civil Engineering and Design, preparation of technical reports, master drainage plans, general studies and investigations, construction documents and specifications, estimates, and a full range of construction supervision including project management. **Since its creation, ICE has evolved to provide not only engineering services but general construction as well.** We have experienced personnel to supervise and perform this project. **Additionally, various ICE staff members are trained and certified by the US Army Corps of Engineers in Construction Quality Management for Contractors as shown in the Appendix, Attachment B. USACE CQM Certifications.**

ICE has the resources and capability to provide its clients with a heavily experienced group of engineers and construction personnel/sub-contractors, some with over 40 years of experience in general construction, including but not limited to: renovations, wall partitions, modification and alteration of floor and wall mounted telephones, signal, and power outlets with associated conduit, surface



experience and dedication.

mounted raceway, various floor duct systems, power panels, carpet and carpet tile, masonry, painting, HVAC work, doors and frame, hardware, communication systems, grid ceiling, lighting, plumbing and fire protection systems as well as experience in the field of Project Management. **In June 2019, ICE received the USDA Small Business Contractor of the Year Award for our**

Differentiators

- ❖ (4) Professional Engineers (TX, NM, NJ)
- ❖ (1) Registered Architect (TX)
- ❖ Project Management Institute's PMP Certification
- ❖ Project Managers that whom managed over \$200 Million in Projects Concurrently & 20+ years federal experience
- ❖ (2) Certified Flood Plain Managers (CFM)
- ❖ (7)USACE Construction Quality Management for Contractors



To ensure proper continuity, ICE's group of experienced personnel is ready to ensure that every project design goes through the construction process seamless and as smooth as possible. ICE's construction management inspectors ensure that construction complies with all specifications, regulations, and certifications as required by authorities from all levels (local, state, and federal).

Statement of Qualifications

ICE's inspectors are efficient in tracking and managing construction progress, scheduling, and code compliance. ICE's goal is to provide the most appropriate, economical and feasible project solutions for our client's needs.

Performance of Federal Projects

ICE is highly experienced in performing projects for the federal government throughout South Texas. ICE was awarded a ***Multiple Award IDIQ Contract with the General Services Administration McAllen Border Zone (GS-07P-13-HH-D-0040)*** on December 30, 2014 for a total amount not to exceed \$10 million through December 29, 2019. The contract's services consists of providing various repairs, alternations, and renovations to federally owned and leased facilities services by the Greater Southwest Region 7 of the General Services Administration (GSA) and located throughout the McAllen Border Zone, which includes the counties of: Willacy, Cameron, Duval, Jim Wells, Live Oak, Wharton, Kleberg, Jim Hogg, Brooks, Kennedy, Kinney, Zapata, Zavala, San Patricio, Starr, Hidalgo, Webb and Nueces.

Through the performance of this IDIQ contract, ICE has completed over \$1,000,000 in construction work for numerous projects in various Land Ports of Entries and U.S. Federal Courthouses throughout South Texas in the last three years. Additionally, ICE has obtained two "Exceptional" CPARS ratings for task orders (GS-07P-15-HH-D-0018/GS-P07-16-UK-7000 & GS-07P-15-HH-D-0018/GS-P07-16-UK-7027) performed on this contract, which demonstrates our firm's ability to provide top tier level of services to the U.S. Government and the ability to successfully complete simultaneous task orders without compromising quality, scope, schedule and budget.

In addition, ICE was selected also selected for the following federal contracts:

- ***Indefinite Delivery Contract (IDC) for Architectural – Engineering Services with the United States Army Corps of Engineers Fort Worth District (SWF) 8 (a) Set Aside IDC for Military Projects (W9126G-16-R-0020),***
- ***Architect-Engineer (A-E) Services, Required for Various Military and Civil Works Projects within Boundaries or Assigned To Little Rock District (SWL), or the Southwest Division of the Corps of Engineers (W9127S-16-R-6003), and***
- ***Construction, Repair and Alteration Services for the United States Department of Agriculture – Animal and Plant Health Inspection Service at Moore Air Base, Edinburg, Texas (AG-6395-S-17-0112) HUBZone Set Aside***
- ***8(a) Multiple Award Task Order Contract for Horizontal Construction Services for Southwestern Border Patrol Sectors (W9126G18D0023)***

Business Point of Contact

Name: International Consulting Engineers
Hugo P. Gonzalez, Jr, PE, CFM, PMP, MSCE

Mailing Address: 4201 Rio Grande Care Rd.
Edinburg, Texas 78541

E-Mail Address: Hugo@icengineers.net

Phone Number (Office): (956) 329-5404

Phone Number (Cell): (361) 290-4810

Statement of Qualifications

Section B. Firm Experience / Work on Similar Type Projects

Project 1. City of Pharr International Bridge Expansion & Renovations

Client: City of Pharr

Date of completion: December 2021

Contract Amount: \$1,454,654

Project Description:

International Consulting Engineers was contracted by the City of Pharr to renovate and expand the International Bridge Facility. This project consisted of adding approximately 4,000 square feet of new office and conference room space to the existing City of Pharr International Bridge Facility. Aside from the new expansion, the existing building was fully renovated including but not limited to flooring, paint, ceiling tile, electrical lighting, new windows, new roofs, new restroom upgrades, new doors, etc. Exterior improvements for this project included new parking area, a new detention pond with outfall pump structure, new sidewalk, and landscaping.



New paneling for canopy structure and new City of Pharr lighted signage were also installed.

Reference:

Name: Omar Anzaldua, omar@anzalduaengineering.com

Address: PO Box 1641 Pharr, TX 78577

Phone Number: (956) 457-5743

Statement of Qualifications

Project 2. Off Channel Storage Facility

Client/Owner: United Irrigation District

Date of completion: July 2020

Contract amount: \$6,236,865

Project Description:

This project consists of 52 acres of raw water detention for the United Irrigation District that provides water for Major cities like the City of Mission. The Sugar land water system serves many entities north of mission and Hidalgo County, north of Alton. ICE was responsible for improvements including 72-inch RC pipes, new pumphouse with 3 water pumps and SCADA system, new electrical service, 1 mile of levee and other miscellaneous improvements. The project consisted of **over 1 mile of 55-foot-wide concrete liner.**

Equipment utilized for this project includes: cranes, drilling auger, **concrete screed, concrete pumps, concrete buckets**, excavators, motor graders, front end loaders, motor scrapers, water trucks, backhoes, dump trucks, sheepsfoot rollers, smooth compacting roller, jumping jack, concrete saw and miscellaneous hand tools.



Reference:

Name: Frank Ferris, f.ferris@FerrisandFlinn.com

Address: 1405 North Stuart Place Rd. Harlingen, TX 78552

Phone Number: (956) 364-2236

Statement of Qualifications

Project 3. USDA ARS New Administration Building (Design Build)

Client: USDA APHIS

Date of completion: November 2020

Contract amount: \$988,098.16

Project Description:

International Consulting Engineers (ICE) was awarded this [Design-Build](#) project to assist the USDA's [Cattle Fever Tick Research Laboratory \(CFTRL\)](#) efforts at its satellite [laboratory](#) at Moore Airfield in Edinburg, TX. The scope of this project consisted of the 100% design and construction of a new [3,300 square feet](#) (sf) pre-fabricated facility for administrative offices and the 100% design and renovation construction services which converted [Building 1](#) (approx. 1000 sf)



into a [USDA approved laboratory space with a new 6-ton HVAC unit for 100% makeup air to support laboratory operations](#). [Additional scope](#) included the associated design and construction work related to exterior site improvements related to earthwork, concrete foundations, sidewalks, gravel parking lot, curb and gutter, drainage materials, new septic system, detention pond, water utility service, electrical service with backup generator and automatic transfer switch, security fencing and gates, kitchen and conference spaces, IT room with associated infrastructure/anti-static flooring/ grounding and dedicated IT HVAC, fenestration with metal window blinds, signage and [American with Disabilities Act \(ADA\)](#) ramps and all associated facility finishes.

ICE led the preliminary [design analysis](#), [planning](#), and [facility space optimization](#) and effectively collaborated with [CFTRL personnel](#) to identify, validate and further develop the requirements. **ICE** led the [design project management](#) efforts and identified key mechanical, electrical, plumbing sub-consultants to support the full breadth of facility requirements to include requirements associated with the [American with Disabilities Act \(ADA\)](#). During the planning process, **ICE** developed topographic surveys, conducted a site adaptation study, conducted geotechnical reports, conducted [environmental NEPA planning processes](#) and developed [accident prevention plans](#) and as well as [safety plans](#) related to the functional work of administrative and laboratory spaces.

After the initial preliminary design analysis, **ICE** incorporated its [design quality management plan](#), [quality control plan](#), [communication plan](#) and overall [project](#)

Statement of Qualifications

[management plan](#) to effectively collaborate with its [multi-disciplinary design team](#) and respective design contractors. **ICE** self-performed design efforts which included architectural, civil engineering, structural engineering and environmental design aspects. Design work included associated civil engineering design and construction oversight for land development, water/sewer/electrical services, and exterior improvements. Structural engineering design services were provided in support for the design development incorporating a pre-fabricated metal facility. Architectural services supported the overall quality design effort, construction submittal oversight, facility interior fixtures, suspended ceiling, fenestration and finishes. The **ICE** Project Manager guided the design process and collaborated with CFTRL personnel ensuring that facility design requirements and specifications met USDA's intent.

Upon approval by USDA's Contracting Officer, **ICE** proceeded with construction, demolition and renovation efforts incorporating their [Construction Quality Control Plan](#) to oversee construction personnel activities, management of equipment and materials, and validate submittals ensuring the quality of materials and equipment for the construction effort adhered to the design specifications. **ICE** managed sub-contractor oversight and



provided the services related to the new facility for Mechanical, Electrical, and Plumbing service installs to include backup power generator with automatic transfer switch, HVAC service, plumbing service and electrical service.

Planning and Scheduling Management:

ICE included the [design and construction scheduling development of the required activities to construction and](#)

[renovate the two facilities](#). The **ICE** Project Manager ensured that the construction activities aligned with the [contracted construction baseline schedule](#) to ensure timely submission of the real property facilities.

Reference:

Name: David De La Paz, David.DeLaPaz@usda.gov

Address: 2150 Centre Ave Building D, Ft. Collins, CO 80526

Phone Number: (830) 223-2715

Statement of Qualifications

Project 4. Pharr Bridge Northbound and 2nd Exits Expansion

Client: City of Pharr

Date of completion: July 2024

Construction Cost: \$8,215,655

Project Description:

This project consists of expanding an additional 3-lane northbound concrete roadway with about 19,000 SY of 11.5" concrete paving, 13,000 CY of embankment, 200 LF of 6x6 concrete box culvert, 600 LF of new iron security fence, 700 LF of RC Pipe (18" to 48"), 4 new booths with bullet resistant windows, 2300 SY of concrete pavement full repair, two metal canopies, ditch expansion, new concrete rip-rap, new electrical site lighting, back-up generator, remodeling of existing VACIS building including office space, sodding, etc. This project is being managed by City of Pharr, GSA, DHS and TxDOT.

Equipment utilized for this project includes cranes, drilling auger, **concrete screed**, **concrete pumps**, **concrete buckets**, excavators, motor graders, front end loaders, motor scrapers, water trucks, backhoes, dump trucks, sheepsfoot rollers, smooth compacting roller, jumping jack, concrete saw and miscellaneous hand tools.



Reference:

Name: Ponciano Longoria

E-mail: Ponciano.longoria@tedsi.com

Phone Number: (956) 929-1467

Statement of Qualifications

Project 5. USDA APHI Moore Airbase Combined Underground Utility Project

Date of completion: March 2025

Contract Amount: \$19,486,592



Project Description:

International Consulting Engineers (ICE) was awarded this project to rehabilitate/replace all site utilities for Moore Airbase including but not limited to the following:

Storm

- Replace aging and undersized drainage structures with new structures to improve conveyance and maintenance.
- Remove abandoned structures and ditches that are no longer required for stormwater conveyance to increase the discharge capacity of the area.
- Regrade and upgrade main ditch and side ditches to increase hydraulic capacity and improve maintenance so the ditch can be more easily mowed using larger equipment.
- Rehabilitate side slopes with a gabion surfacing system on the banks adjacent to the buildings to stabilize the slope and minimize vegetation growth.

Sanitary Sewer

- New gravity sanitary sewer system includes, but is not limited to, building service reconnections, abandonment, removal of existing sanitary sewer pipes and manholes, and site restoration.

Raw Water

- New raw water system for irrigation purpose including pumps, hydropneumatics bladder tank and associated piping, instrumentation and electrical work; sunshade and concrete slab; raw water distribution piping and reinstatement of service connections.

Statement of Qualifications

Electrical

- New electrical and communication infrastructure includes, but is not limited to:
Underground conduit system to include duct spacers, marking tape, pull cords, and above grade utility markers.
- Cast in place or pre-cast electrical manholes and communication handholes .
- Programming integration of elevated water storage tank fiber optic I/O into existing water treatment plant control panel and SCADA system for indication.
- New Electrical Cabling and Equipment (Phase 2) for the Underground Electrical and Communication Infrastructure
- Furnish and install new electrical primary and secondary cabling; panelboards and meter enclosures, new sectionalizing cabinets, new pad mounted switchgear, new transformers, electrical secondary services for both existing buildings and newly planned buildings and structures.
- Burial of 7200 volt overhead single-phase service to existing transformer for the existing elevated water tank.
- Furnishing and installing conduit and equipment for a newly planned communication loop.



Reference:

Name: James Roloff

Address: 250 Marquette Ave., Suite 410 Minneapolis, MN 55401

Phone Number: 612-590-7603

Email: james.r.roloff@usda.gov

Statement of Qualifications

Project 6. USDA ARS Wildlife Barn

Client: United States Department of Agriculture –ARS

Date of completion: March 2025

Contract amount: \$1,215,000

Project Description:

International Consulting Engineers (ICE) was awarded this [Design-Bid-Build](#) project at Moore Airfield in Edinburg, TX. The scope of this project consisted of a new concrete foundation for a 6,250 Square Foot Wildlife Barn. The building was made of galvanized structural steel member with R-panels. Project will have perimeter insect/bird netting as well as a total of 18 animal pens, a Feed storage room as well as Supply room. Aside from the building, the project consist of electrical service, LED lighting, plumbing, instantaneous water heaters and one lab sink.



Reference:

Name: David De La Paz, COR

Email: David.DeLaPaz@usda.gov

Address: 2150 Centre Ave Building D, Ft. Collins, CO 80526

Phone Number: (830)223-2715

Statement of Qualifications

Section C. Key Personnel

International Consulting Engineers will assign Hugo P. Gonzalez Jr. PE, PMP as the Project Manager for this project. Mr. Gonzalez has over 24 years of experience. He is a professional civil engineer and a project management professional. His experience includes but is not limited to, design and construction of buildings, heavy-duty concrete pavements, new waterlines, lift stations, sanitary sewer systems and roadway projects. Hugo's experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

ICE will also assign Hector Flores as the onsite project superintendent/safety officer. Mr. Flores has been with ICE for 10 years now, but has an overall experience of 20 years. Hector has been responsible for supervising many of our construction projects and his experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

ICE will assign Luis Nava Quality Control. Luis Nava has an engineering degree and has been in construction for the last 30 years. Luis' experience includes but is not limited to, Pharr Bridge Building Renovations, Off Channel Storage Facility, ARS New Admin. Building, Pharr Bridge Northbound & 2nd Exits Expansion, MAB Combined Underground Utility Project, among many others.

Section D. Proposed Subcontractor Team

Name: EDCON

Location: 101 E. Delta St. Suite A/B Pharr, TX 78577

Phone: 956-884-7006

Email: daniel@edconbuilders.com

Name: United Fire & Security

Address: 222 E. Van Buren Ave., Suite F; Harlingen, TX

Phone: 877-347-3956

Email: united_alarm@yahoo.com

Name: Fire Defense Pros, LLC

Location: PO Box 1641 Pharr, TX 78577

Phone: 956-457-5743

Email: omar@firedefensepros.com

Name: Texas City Electric, LLC

Address: 610 San Carlos Circle, Edinburg, TX 78542

Phone: 956-342-0585

Email: txcityelectricllc@gmail.com

Name: TCI Roofing & Construction

Address: 6705 N. Taylor Rd. Mission, TX 78573

Phone: 956-584-2189

Email: tciroofing-2@live.com

Statement of Qualifications

Section E. Warranty

ICE prides itself in customer satisfaction and is extremely proactive in taking care of any warranty issues as soon as they are presented. We extend a one-year labor & materials warranty for our projects.

Section F. Firm Stability / Financials

ICE has the ability to self-finance the project while it is ongoing. Attached please find our 2023 audited financials and 2024 in-house financials. We are currently having our 2024 financials audited and are not ready. Once we have the complete audit, we can submit the audited financials if necessary.

Section G. Safety Record

Please see the EMR letter attached. Our Experience Modifier Factor is **0.77**.

BID BOND

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Jimenez Engineering Solutions dba International Consulting Engineers
4201 Rio Grande Care Rd.
Edinburg, TX 78541

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)

City of San Juan
512 S. Nebraska Ave., San Juan, TX 78589

BOND AMOUNT: Five Percent of the Greatest Amount Bid 5% G.A.B.)

PROJECT:

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

San Juan Police Building Expansion; CSP# 25-004-03-13

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2025

Arian Gonzal
(Witness)

Ms
(Witness)

Mireli Stanford, Surety Witness

Jimenez Engineering Solutions dba International Consulting Engineers

(Principal)

(Seal)

Hugo P. Gonzalez Jr.

(Title)

Hugo P. Gonzalez Jr.

Principal

Travelers Casualty and Surety Company of America

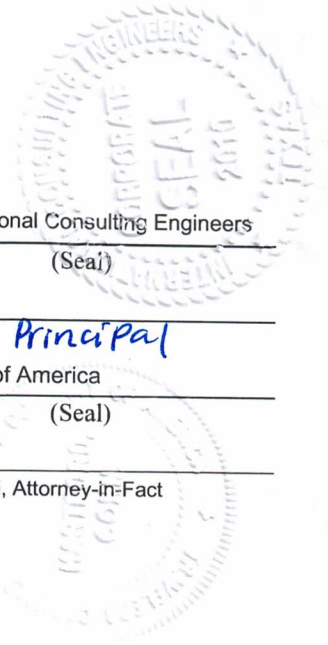
(Surety)

(Seal)

Megan Liescheski

(Title)

Megan Liescheski, Attorney-in-Fact





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

POWER OF ATTORNEY

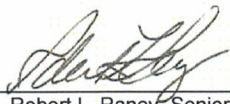
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

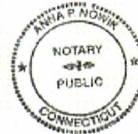
City of Hartford ss.

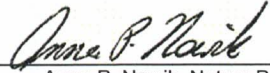
By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

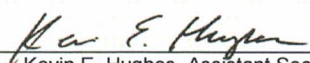
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **13th** day of **March**, **2025**




 Kevin E. Hughes, Assistant Secretary

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR BOND:

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

PROPOSAL FORM

SECTION 00 41 00
PROPOSAL FORM

THE PROJECT AND THE PARTIES:

1.01 TO:

- A. Owner
City of San Juan
512 S. Nebraska Ave., San Juan, Texas 78589

1.02 FOR:

- A. Project:
San Juan Police Building Expansion

- B. Architect Project Number: 24002

1.03 DATE: 03/13/2025 **(PROPOSER TO ENTER DATE)**

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

- A. Proposer's Full Name
Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

1. Address
4201 Rio Grande Care Rd.
2. City, State, Zip
Edinburg, TX 78541

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Invitation to Submit Proposals and the Proposal Package prepared by ERO Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. _____

fourteen million four hundred five thousand four hundred eighty five dollars

(\$ 14,405,485.00), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Proposal Amount as required in the Invitation to Submit Proposals.
 - 1. The cost of the required performance assurance bonds is 5% GAB dollars (\$_____), in lawful money of the United States of America.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Proposal Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five days from the proposal closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this proposal.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Invitation to Submit Proposals ; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Proposal is accepted, we will:
 - 1. Complete the Work in Phase I 360 days after the Notice to Proceed and Phase II Completion: 240 days after completion of Phase 1.
 - 2. Liability - Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Section 1.07 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete
 - 3. In the event the Contractor fails to achieve Final Completion of the Work within sixty (60) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes until the work is finally completed.
 - 4. Back Charges: The City of San Juan has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to The City of San Juan operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
 - 5. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application (weekly report) failure to provide notification with proper proof within the time

period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to Section 1.07 Contract Time, Paragraph B.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Package noted below have been considered and all costs are included in the Proposal Sum.
1. Addendum # 1 Dated 03/07/2025.
 2. Addendum # _____ Dated _____.

1.09 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplements are attached to this Proposal Form and are considered an integral part of this Proposal Form:
1. Document 00 43 23 - Alternates Form. Include the cost variations to the Proposal Sum applicable to the Work as described in section 01 23 00 Alternates.
- B. We agree to submit the following Supplements to Proposal Forms within 48 hours after submission of this proposal for additional proposal information:
1. Contract Forms and Agreements, Exhibit "E" - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

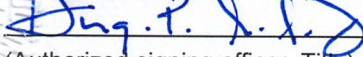
1.10 PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

Jimenez Engineering Solutions DBA International Consulting Engineers

(Proposal - print the full name of your firm)

was hereunto affixed in the presence of:



(Authorized signing officer, Title)

(Seal)

Hugo P. Gonzalez Jr., Vice President

(Authorized signing officer, Title)

1.11 IF THE PROPOSAL IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

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ALTERNATES FORM

1.01 PROPOSAL INFORMATION

- ## 1.02 PROPOSAL FORM SUPPLEMENT

- ### 1.03 DESCRIPTION

- ## 1.04 SCHEDULE OF ALTERNATES

- 00 43 23 - ALTERNATES FORM

- C. Alternate No. 3: Pavilion
1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
 2. _____ one hundred thousand Dollars
(\$ 100,000.00).
 3. ADD _____ DEDUCT _____ NO CHANGE X calendar days to adjust the Contract Time
for this alternate.

1.05 SUBMISSION OF PROPOSAL SUPPLEMENT

- A. Respectfully submitted this 13th day of March, 2025
- B. Submitted By: Jimenez Engineering Solutions DBA I.C.E. (Insert name of proposing firm or corporation).
- C. Authorized Signature Hugo P. Gonzalez Jr. (Handwritten signature).
- D. Signed By: Hugo P. Gonzalez Jr. (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).

END OF DOCUMENT

STANDARD TERMS & CONDITIONS

CITY OF SAN JUAN
CITY OF SAN JUAN POLICE BUILDING EXPANSION
CSP# 25-004-03-13

SECTION I
STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL **ANY EXCEPTIONS MUST BE IN WRITING.**

1. Proposals should be submitted on this form and continued any attached list(s) of items offered. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should have proposal # written on delivery ticket.**
2. Proposals must be received at the San Juan City Hall, 512 S. Nebraska, San Juan, TX 78589, before the hour and date specified. Late proposals will not be considered under any circumstances and will be mailed back unopened.
3. **Proposals must have original signatures. Faxed responses will not be considered.**
4. Proposal prices should be **F.O.B. City of San Juan; San Juan, Texas**
5. Deliveries under terms of the request for (sealed) proposals will be in accordance with the dates indicated therein. When the date is not indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the City. Extensions to complete orders will be considered as a failure to meet delivery dates and may result in the removal of the vendor from the approved vendors list. All goods are subject to inspection and return, at the expense of the vendor, if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the city.
7. Offer unit price on quantity, if specified, extend, and show total, if applicable. In case of error in extension, unit prices shall govern.
8. Proposal prices must be firm for acceptance for **ninety (90) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed, or partial performance of the proposal agreement has begun.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

9. **Failure to manually sign proposal will disqualify it.** Persons signing proposal should show title or authority to bind their firm to a contract.
10. The City is exempt from Excise and Sales Tax: Federal, State and Local. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
11. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired.** Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If offeror takes no exception to specifications of reference data, brand names, models, etc., items must be furnished as specified.
12. All items offered should be designated "**as specified**" or "**equal**".
13. On items designated "**equal**", samples must be furnished within five (5) working days after proposal opening at no cost to the City, if requested. If not destroyed in examination they will be returned to the offeror upon request, at their expense.
14. **All items offered must be new**, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal. Failure to submit requested samples (if any) may be terms for not considering the proposed item.
15. **Samples:** Not Applicable
16. The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the City.
17. The City reserves the right to purchase additional quantities, not to exceed 100 % of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and same conditions of this proposal. All purchases will be made contingent on the availability of funds.
18. During the performance of this contract, the contractor (vendor) agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.

[Type here]

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

STANDARD TERMS AND CONDITIONS (continued)

19. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time but wishes to remain on offerors' list.
20. **Awarding of Proposal:** This project will be awarded to one (1) vendor based on the criteria for evaluation listed in Section 4.2.
21. **Fingerprinting & Background Checks:** In accordance with HB9, the City of San Juan will require that the awarded vendor have all its employees including all sub-contractors to be fingerprinted.
22. **Substitutions:** Substitutions from the brand (s) offered on proposal will not be accepted unless approved in writing by the City Manager or his designee. Samples of possible substitution items may be requested at any period.
23. **Commencement of Project:** The awarded vendor cannot begin any work until:
- a) A "Notice to Proceed" has been issued.
 - b) A Contract has been signed by both the City of San Juan and the awarded vendor.
 - c) A Purchase Order has been issued in the amount of the project.
 - d) Insurance and Bonds have been received by the City of San Juan
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as "Venue," Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid "net, 30 days," after satisfactory inspection of the work and the materials used, or receipt of invoice / payment application, whichever occurs later.
26. **Change Orders:** Any changes to the original Scope of Work and/or Material Specifications must be approved by the City of San Juan in the form of a "Change Order" before any such revision can be made.
27. **Term of Contract:** The term of contract will be from the City Commission approval date.

03/13/2025

Date

Jimenez Engineering Solutions DBA I.C.E.

Company Name



Representative Initials

[Type here]

GENERAL INFORMATION

SECTION II

GENERAL INFORMATION

Vendor Confirmation: By signing and executing this proposal, the vendor certifies and represents to the City that:

- 2.1 Vendor has read and understands the Competitive Sealed Proposal (CSP) Documents and this proposal is made in accordance with all specifications and requirements stated in this proposal package.
- 2.2 Vendor has been given the opportunity to visit the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 2.3 Vendor agrees to comply with use of the Davis Bacon wage rates for Cameron and Hidalgo County. The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas and the City of San Juan.
- 2.4 Vendor agrees all work must be in compliance with the Asbestos Hazard Emergency Response Act (AHERA).
- 2.5 Vendor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 2.6 Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- 2.7 Vendor agrees contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 2.8 Vendor agrees items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 2.9 Vendor agrees all contracts awarded by the city and sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to

[Type here]

his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

- 2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.11 Vendor agrees to comply with the requirements outlined in Section 2.12. These requirements are absolute, and any Vendor who subsequently does not agree to comply with these requirements will automatically disqualify himself from receiving award of the contract.

2.12 Vendor agrees that:

- 2.12.1 Each Vendor by making his Competitive Sealed Proposal represents that his proposal includes all material, equipment and labor specified for a complete and operating **City of San Juan Police Building Expansion**
- 2.12.2 Each Vendor submitting Competitive Sealed Proposal shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.
- 2.12.3 Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Vendor by making his Competitive Sealed Proposal represents that his qualification statement includes only Vendors designated as Acceptable Subcontractors.
- 2.12.4 The Vendor will furnish and pay for a bid bond in the form of a bid bond, certified check or cashier's check in the amount of **five percent (5%) of the total greatest amount, bid including any applicable alternates, contingency**, in accordance with Section 3.2.
- 2.12.5 If awarded, the Vendor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount in accordance with Section 3.2.
- 2.12.6 Work on the project will begin immediately upon receipt of all items listed on Section I – #23.
- 2.12.7 Vendor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications, as outlined in Section 3.1.
- 2.12.8 Vendor will participate as a team member in cooperation with the project Manager.
- 2.12.9 The Vendor will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.

[Type here]

- 2.13 Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.
- 2.14 Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.
- 2.15 Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of San Juan concerning this CSP on the basis of any consideration not authorized by law.
- 2.16 Vendor has not received any information not available to other Vendor so as to give the undersigned a preferential advantage with respect to this Competitive Sealed Proposal
- 2.17 Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.
- 2.18 Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in return for the person having exercised the person's official discretion, power or duty with respect to this CSP.
- 2.19 Vendor has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of San Juan in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 2.20 The vendor hereby certifies to the City of San Juan that each architect or engineer that may be used for this project on their behalf was selected based on demonstrated competence and qualifications.

03/13/2025

Date

Jimenez Engineering Solutions DBA I.C.E.

Company Name



Representative Initials

[Type here]

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870		CONTACT NAME: Nicole Ybanez PHONE (A/C, No, Ext): 361-561-2194 FAX (A/C, No): 361-561-2194 E-MAIL ADDRESS: nybanez@higginbotham.net													
INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Merchants National Insurance Company</td><td>12775</td></tr><tr><td>INSURER B : Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER C : Underwriters At Lloyd's, London</td><td>15642</td></tr><tr><td>INSURER D : Guideone National Insurance Company</td><td>14167</td></tr><tr><td>INSURER E : State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER F : Navigators Specialty Insurance Company</td><td>36056</td></tr></table>		INSURER A : Merchants National Insurance Company	12775	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Underwriters At Lloyd's, London	15642	INSURER D : Guideone National Insurance Company	14167	INSURER E : State Automobile Mutual Insurance Company	25135	INSURER F : Navigators Specialty Insurance Company	36056
INSURER A : Merchants National Insurance Company	12775														
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INSURER D : Guideone National Insurance Company	14167														
INSURER E : State Automobile Mutual Insurance Company	25135														
INSURER F : Navigators Specialty Insurance Company	36056														

COVERAGES

CERTIFICATE NUMBER: 1766961677

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			56300087601	4/12/2024	4/12/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP247500207	4/12/2024	4/12/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXL0001113 HO24EXCZ0G8RPIC	4/12/2024 4/12/2024	4/12/2025 4/12/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	0002048673	4/12/2024	4/12/2025	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Professional Liability E&O-Claims Made			PLC0065002	4/12/2024	4/12/2025	<table><tr><td>Per Claim Aggregate Limit</td><td>\$2,000,000 \$4,000,000</td></tr></table>	Per Claim Aggregate Limit	\$2,000,000 \$4,000,000												
Per Claim Aggregate Limit	\$2,000,000 \$4,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Page 2 for Contractor's Equipment:

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Sample
Issued for Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Jimenez Engineering Solutions, LLC dba International Consulting Engineers 261 Saratoga Blvd. Corpus Christi TX 78417	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

1st Layer Excess Liability:
Company: Merchants National Insurance Company
Policy Number: EXL0001113
Term: 04/12/2024 - 04/12/2025
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

2nd Layer Excess Liability:
Company: The Burlington Insurance Company
Policy Number: HO24EXCZ0G8RPIC
Term: 04/12/2024 - 04/12/2025
Coverage Limits: \$5,000,000 Per Occurrence/\$5,000,000 Aggregate

\$5Mil xs of \$5Mil = \$10,000,000 cumulative

Contractor's Equipment:
Company: Starr Indemnity & Liability Company
Policy Number: ITH100065176524
Term: 04/12/2024 - 04/12/2025
Coverage Limits:
Per Schedule on File - Scheduled Contractors Equipment
\$5,000 - deductible

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2010 0413 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization and per Form CG2037 0413 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations.

General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2404 0509 - Waiver of Transfer of Rights of Recovery Against Others To Us.

General Liability policy includes a blanket automatic primary and non-contributory endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form CG2001 0413 - Primary and Non-Contributory - Other Insurance Condition.

Automobile Liability policy provides automatic waiver of subrogation and additional insured status provision to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form SA3002 0608 - Texas Business Auto Policy Plus Endorsement.

Automobile Liability policy includes a blanket automatic primary and non-contributory endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status per Form SA3006 0416 - Primary and Non-Contributory Insurance - Automatic Status as Required by Contract.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Texas Waiver Of Our Right To Recover From Others Endorsement.

Excess Liability policy #EXL0001113 follows form of General Liability, Auto Liability and Employers Liability

Excess Liability policy #641BE01943-03 follows form of Primary Excess Liability policy #EXL0001113

REFERENCES

SECTION VI

6.1 - REFERENCES

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

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

1. MUNICIPAL / ENTITY: City of Pharr
- NAME OF CITY: City of Pharr
- CITY, STATE, & ZIP CODE: Pharr, TX 78577
- CONTACT PERSON: Omar Anzaldua
- POSTION / TITLE: Project Engineer
- PHONE # 956-457-5743 / E-MAL omar@anzalduaengineering.com ADDRESS: _____
- DESCRIBE THE PROJECT: renovations to City of Pharr; please see statement of qualifications for more details
- COST OF PROJECT \$ 1,454,654
- SIZE of PROJECT 4000 SQ FT YEAR COMPLETED: 2021
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes
2. MUNICIPAL / ENTITY: USDA ARS
- NAME OF CITY: Edinburg
- CITY, STATE, & ZIP CODE: Edinburg, TX 78541
- CONTACT PERSON: David De la Paz
- POSTION / TITLE: Facilities Operations Specialist
- PHONE # 830-223-2715 / E-MAL David.DeLaPaz@usda.gov ADDRESS: 22675 N. Moorefield Rd. Edinburg, TX 78541
- DESCRIBE THE PROJECT: new administration building; please see statement of qualifications for more details
- COST OF PROJECT \$ 988,098
- SIZE of PROJECT 3300 SQ FT YEAR COMPLETED: 2020
- WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

LIST OF REFERENCES

3. MUNICIPAL / ENTITY: United Irrigation District

NAME OF CITY: City of Mission

CITY, STATE, & ZIP CODE: Mission, TX 78572

CONTACT PERSON: Frank Ferris

POSTION / TITLE: Architect

PHONE # 956-364-2236 / E-MAL f.ferris@FerrisandFlinn.com ADDRESS: 1405 Stuart PlaceRd.
Harlingen, TX 78552
DESCRIBE THE

PROJECT: raw water detention; please see statement of qualifications for more details

COST OF PROJECT \$ 6,236,865

SIZE of PROJECT SQ FT YEAR COMPLETED: 2020

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

4. MUNICIPAL / ENTITY: City of Pharr

NAME OF CITY: City of Pharr

CITY, STATE, & ZIP CODE: Pharr, TX 78577

CONTACT PERSON: Ponciano Longoria

POSTION / TITLE: Project Engineer

PHONE # 956-929-1467 / E-MAL ponciano.longoria@tedsi.com ADDRESS: 1201 E. Expressway 83
Mission, TX 78572
DESCRIBE THE

PROJECT: expansion of the Pharr LPOE; please see statement of qualifications for more details

COST OF PROJECT \$ 8,215,655

SIZE of PROJECT SQ FT YEAR COMPLETED: 2024

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

LIST OF REFERENCES

5 MUNICIPAL / ENTITY: USDA APHIS

NAME OF CITY: Edinburg, TX

CITY, STATE, & ZIP CODE: Edinburg, TX 78541

CONTACT PERSON: James Roloff

POSTION / TITLE: Contracting Officer

PHONE # 612-590-7603 / E-MAL james.r.roloff@usda.gov ADDRESS: 250 Marquette Ave., Suite 410
Minneapolis, MN 55401 DESCRIBE THE

PROJECT: utilities replacement; please see statement of qualifications for more details

COST OF PROJECT \$ 19,486,592

SIZE of PROJECT SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

6. MUNICIPAL / ENTITY: USDA ARS

NAME OF CITY: Edinburg

CITY, STATE, & ZIP CODE: Edinburg, TX 78541

CONTACT PERSON: David De la Paz

POSTION / TITLE: Facilities Operations Specialist

PHONE # 830-223-2715 / E-MAL david.DeLaPaz@usda.gov ADDRESS: 22675 N. Moorefield Rd.
Edinburg, TX 78541 DESCRIBE THE

PROJECT: Construct a new barn; please refer to statement of qualifications for more details

COST OF PROJECT \$ 1,215,000

SIZE of PROJECT 6250 SQ FT YEAR COMPLETED: 2025

WAS PROJECT COMPLETED WITHIN TIME & BUDGET: yes

[Type here]

PROPOSAL SPECIFICATION COMPLIANCE

SECTION VII

REQUIRED FORMS

7.1 - PROPOSAL SPECIFICATION COMPLIANCE

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes X No

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: _____

03/13/2025
Date

Jimenez Engineering Solutions DBA I.C.E.
Company Name

[Type here]

NON-COLLUSION STATEMENT

7.2 - NON-COLLUSION STATEMENT & SIGNATURE SHEET

CITY OF SAN JUAN
CITY OF SAN JUAN POLICE BUILDING EXPANSION
CSP# 25-004-03-13

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with the City of San Juan, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (proposer) is a member of the staff, or related to any employee of the City of San Juan except as noted herein N/A

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, Hugo P. Gonzalez Jr., have read the Standard Terms and Conditions (Section I),
(*Print/Type Name of Company Officer*) General Information (Section II) & Insurance & Bonding
requirements (Section III), I fully understand them, and will fully
execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on Section 7.2. Furthermore, I fully understand all the proposal specifications as listed in this proposal package and the criteria for evaluation of this proposal (Section 4.1 & 4.2).

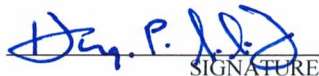
Jimenez Engineering Solutions DBA
COMPANY International Consulting Engineers EMPLOYER I. D. NUMBER _____

ADDRESS 4201 Rio Grande Care Rd.

CITY, STATE, ZIP CODE Edinburg, TX 78541

956-329-5404 (P)

AREA CODE/TELEPHONE/FAX 361-826-5806 (F) EMAIL Hugo@icengineers.net


SIGNATURE

Vice President
TITLE

03/13/2025
DATE

[Type here]

CONFIDENTIAL DISCLOSURE STATEMENT

7.3 - CONFIDENTIAL DISCLOSURE STATEMENT (page 1 of 2)

CITY OF SAN JUAN

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP# 25-004-03-13

For purposes of complying with the Texas Public Information Act (the "Act"), we are asking that VENDORS interested in submitting a response to a City's request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.

Failure by the company(s) to fill out and sign this form, will release The City of San Juan of any liabilities in the event The City of San Juan releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and The City of San Juan receives a request for public records under the Act related to such vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.

This Confidential Disclosure Statement is being made by:

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.) to The City of San Juan for the
(Vendor Name)

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. "Disclosing Party" means a party that discloses Confidential Information under this Request.
"Receiving Party" means a party that receives Confidential Information under this Request.
2. "Confidential Information" means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this Request *and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

[Type here]

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

- a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
 - c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
5. **As stated above, in the event The City of San Juan receives a request for public records under the Act related to the vendor's response, The City of San Juan will seek an opinion from the Texas Attorney General's Office as required.**
6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.) (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless The City of San Juan receives authorization via an opinion from the Texas Attorney General's Office:

- ☐ NONE of the Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☒ ALL Pages in this Competitive Sealed Proposal (#25-004-03-13) are Confidential
- ☐ ONLY Pages _____ are labeled as Confidential in this Proposal (#25-004-03-13)

Name of Company or Firm: Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

By: Hugo P. Gonzalez Jr. Title: Vice President

Signature:  Date: 03/13/2025

[Type here]

SENATE BILL 252 CERTIFICATION

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

**CITY OF SAN JUAN
PURCHASING DEPARTMENT**

I, Hugo P. Gonzalez Jr. the Undersigned, representative of

Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)
(company or business name)

located in Edinburg, Texas
(city) (state)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify The City of San Juan Purchasing Department.

Hugo P. Gonzalez Jr.
Name of Company Representative (Print)

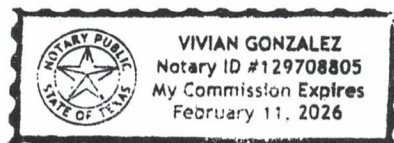

Signature of Company Representative

03/13/2025
Date

On this the 13th day of March, 2025, personally appeared

Hugo P. Gonzalez Jr. the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




NOTARY SIGNATURE

03-13-2025

Date

[Type here]

HOUSE BILL 89 VERIFICATION

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

PURCHASING DIVISION
CITY OF SAN JUAN

I, Hugo P. Gonzalez Jr. (Person name), the undersigned representative

of Jimenez Engineering Solutions DBA I.C.E. / 4201 Rio Grande Care Rd. Edinburg, TX 78541
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

03/13/2025

DATE

Hugo P. Gonzalez Jr.

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13th day of March, 2025, personally appeared

Hugo P. Gonzalez Jr. the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

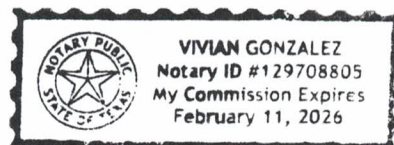
NOTARY SEAL

Vivian Gonzalez
NOTARY SIGNATURE

03-13-2025

Date

[Type here]



FIRM INFORMATION & PERSONNEL

7.7 - Firm Information and Personnel

1. Name of Firm Jimenez Engineering Solutions DBA International Consulting Engineers (I.C.E.)

Address 4201 Rio Grande Care Rd.

City, State, Zip Code Edinburg, TX 78541

Phone # 956-329-5404 Fax # 361-826-5806

Employer I. D. Number _____ Year Established: 2010

Type of organization:

Partnership _____

Professional corporation _____

Corporation _____

Limited Liability Partnership (LLP) _____

Limited Liability Corporation (LLC) X

Other _____

2. Firm's Principal, Owner or Authorized Representative. This person must be authorized to make commitments for the firm.

Name Hugo P. Gonzalez Jr.

Title Vice President

Phone # 956-329-5404

E-Mail Address: Hugo@icengineers.net

Total Years with this company: 12 Years of Construction Experience: 15

Number of Similar Projects you have been involved with in last five (5) Years: 6

Will this individual be attending the Board meetings? yes

[Type here]

FINANCIALS

International Consulting Engineers
Balance Sheet
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	165,874.02
Accounts Receivable	
Accounts Receivable	4,497,815.27
Total Accounts Receivable	4,497,815.27
Other Current Assets	
Allowance for bad debts	-34,508.50
Costs&Est. Earn.. in Exc.of Bil	943,047.07
Investments	37,431.57
Retainage Receivable	61,504.23
Total Other Current Assets	1,007,474.37
Total Current Assets	5,671,163.66
Fixed Assets	
Accumulated Ammortization	-84,533.16
Accumulated Depreciation	-1,983,857.52
Automobiles	1,566,303.02
Buildings	1,361,437.88
Computers & Software	121,143.55
Construction Equipment	3,309,784.98
Construction in Progress	
Edinburg Office	343,660.77
Total Construction in Progress	343,660.77
ICE Warehouse CC	110,869.02
Land Improvements	97,235.88
Land Purchases	580,574.49
Mobile Office	13,495.00
Survey Equipment	238,506.58
Total Fixed Assets	5,674,620.49
Other Assets	
Right of Use Asset - SA Office	4,175.09
Total Other Assets	4,175.09
TOTAL ASSETS	11,349,959.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	891,480.18
Credit Cards	9,474.86
Other Current Liabilities	
BillingsinExc.of Cost& Est.Earn	787,781.23
Current Portion Lease Payables	4,175.09
Current Portion Notes Payable	133,832.97

International Consulting Engineers

Balance Sheet

As of December 31, 2024

	Dec 31, 24
Direct Deposit Liabilities	5,221.93
Line of Credit	1,000,000.00
Payroll Liabilities	8,683.16
Total Other Current Liabilities	1,939,694.38
Total Current Liabilities	2,840,649.42
Long Term Liabilities	
Counter portionLTD-counter acct	-133,832.97
Offices	973,279.42
Vehicle & Equipment Notes	187,099.40
Total Long Term Liabilities	1,026,545.85
Total Liabilities	3,867,195.27
Equity	
Owners Accumulation	
Owners Contributions	237,710.88
Owners Draw	-688,295.90
Total Owners Accumulation	-450,585.02
Owners Equity	5,021,495.88
Net Income	2,911,853.11
Total Equity	7,482,763.97
TOTAL LIABILITIES & EQUITY	11,349,959.24

International Consulting Engineers
Profit & Loss
January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Other Income	
Dividend Income	33,206.07
Equipment Sale	25,835.00
Interest Income	7,713.66
Refund	36,281.08
Rent Income	
Office	24,884.71
Total Rent Income	24,884.71
Total Other Income	127,920.52
Revenue	
Construction Revenue	17,580,337.87
Engineering Revenue	5,474,762.19
Total Revenue	23,055,100.06
Total Income	23,183,020.58
Cost of Goods Sold	
Construction	
Direct Expenses	12,055,022.13
Direct Labor	1,274,724.30
Total Construction	13,329,746.43
Engineering	
Direct Expenses	779,713.03
Direct Labor	1,647,764.65
Total Engineering	2,427,477.68
Total COGS	15,757,224.11
Gross Profit	7,425,796.47
Expense	
Construction OH Expenses	
Automobile Expense	40,415.64
Bank Service Charge	940.71
Dues & Subscriptions - const	906.17
Email/Internet - Const.	1,999.46
Equipment Repairs & Maintenance	6,537.12
General Const. Tools/Equip.	14,531.59
Insurance - Construction	321,055.85
Interest Expense - Const	1,480.35
Marketing	9,103.25
Meals & Entertainment	15,873.89
New Hires	650.12
office expense	12,049.23
OH Payroll - Const	92,970.45
Property tax	4,796.09
Repairs & Maintenance	2,508.35
Safety Clothing Construction	705.09
Shipping - Const	100.65

International Consulting Engineers

Profit & Loss

January through December 2024

	Jan - Dec 24
Technology expense	16,281.34
Telephone Expense	13,978.90
Travel - Const	52,779.63
Uniforms - construction	264.66
Utilities - Const.	12,496.36
Total Construction OH Expenses	622,424.90
Engineering OH Expenses	
Automobile Expense	136,936.01
Bad Debt	5,199.99
Bank Service Charges	1,496.19
Business Licenses and Permits	8,435.58
Charitable Donations	30,468.66
Dues and Subscriptions	30,647.96
Email/Internet	6,980.65
Franchise Tax	27,881.81
Insurance Expense	234,746.36
Interest Expense	72,670.32
Marketing	42,190.67
Meals and Entertainment	68,108.02
Office Equipment - Rentals	7,477.30
Office Expense	224,561.46
Payroll Expenses	1,151,570.46
Printing	854.20
Professional Fees	137,715.60
Property Tax	46,187.57
Rent Expense	47,664.71
Safety Clothing	1,690.25
Survey Supplies/Tools	2,311.07
Technology Expense	198,987.98
Telephone Expense	36,303.36
Travel	83,517.95
Uniforms	12,298.75
Total Engineering OH Expenses	2,616,902.88
Fringe Benefits - Construction	
401k Employer Match - Const.	7,630.65
Bonuses - Const.	36,350.00
Car Allowance	2,400.00
Employee Appreciation	45,647.04
Paid Time Off	91,588.96
Payroll Taxes	99,411.11
Workers Comp - Construction	7,633.50
Total Fringe Benefits - Construction	290,661.26
Fringe Benefits - Engineering	
401k EmployerMatch	89,068.18
Bonuses	100,753.48
Car Allowance.	31,199.93
Continuing Education	828.00

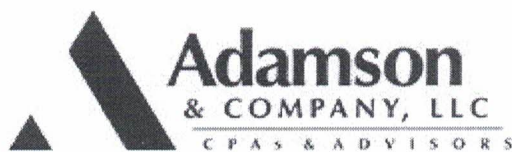
International Consulting Engineers
Profit & Loss
January through December 2024

	Jan - Dec 24
Employee Appreciation	79,207.52
Gym Fee	4,487.95
Insurance	210,750.74
Paid Leave	226,059.31
Taxes	231,373.98
Worker's Comp Insurance	10,225.25
Total Fringe Benefits - Engineering	983,954.34
Reconciliation Discrepancies	-0.02
Total Expense	4,513,943.36
Net Ordinary Income	2,911,853.11
Net Income	2,911,853.11

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Financial Statements

December 31, 2023 and 2022



JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

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Independent Auditor's Report

July 12, 2024

Mr. Jesus J. Jimenez
Managing Member
Jimenez Engineering Solutions, LLC
dba International Consulting Engineers
Corpus Christi, Texas

Opinion

We have audited the accompanying financial statements of Jimenez Engineering Solutions, LLC (a Texas Limited Liability Company), which comprise the balance sheet as of December 31, 2023, and the related statements of income, member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jimenez Engineering Solutions, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Jimenez Engineering Solutions, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Jimenez Engineering Solutions, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report

that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Jimenez Engineering Solutions, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Jimenez Engineering Solutions, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules I, II, III and IV are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Adamson & Company LLC

Adamson & Company, LLC

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Balance Sheet

	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
Current Assets		
Cash and Cash Equivalents	\$ 218,564	\$ 47,013
Accounts Receivable, Net (Notes 2 and 13)	2,680,789	2,820,171
Revenues Earned in Excess of Billings (Note 3)	513,772	562,369
Total Current Assets	3,413,125	3,429,553
Noncurrent Assets		
Property and Equipment (Note 4)	4,141,303	3,987,801
Right of Use Asset (Note 7)	4,175	29,226
Investment in Joint Venture (Note 13)	37,432	94,689
Total Assets	<u><u>\$ 7,596,035</u></u>	<u><u>\$ 7,541,269</u></u>
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
Current Liabilities		
Accounts Payable	\$ 1,107,314	\$ 620,058
Accrued Payroll and Expenses	7,174	70,136
Billings in Excess of Revenues Earned (Note 3)	287,472	116,835
Lines of Credit (Note 5)	31,920	500,000
Current Portion of Long-Term Debt (Note 6)	133,833	185,959
Current Portion of Lease Liability (Note 7)	4,175	25,051
Total Current Liabilities	1,571,888	1,518,039
Noncurrent Liabilities		
Long-Term Debt, Less Current Portion (Note 6)	1,134,416	1,414,131
Lease Liability, Less Current Portion (Note 7)	-	4,175
Total Liabilities	2,706,304	2,936,345
Member's Equity		
	4,889,731	4,604,924
Total Liabilities and Member's Equity	<u><u>\$ 7,596,035</u></u>	<u><u>\$ 7,541,269</u></u>

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Income

	Year Ended December 31,	
	2023	2022
Revenues (Notes 9 and 10)		
Construction	\$ 10,947,879	\$ 7,299,331
Engineering	4,528,927	3,512,323
Total Revenues	15,476,806	10,811,654
Cost of Revenues		
Construction	8,576,591	5,042,978
Engineering	1,858,638	1,578,190
Total Cost of Revenues	10,435,229	6,621,168
Gross Profit	5,041,577	4,190,486
Operating Expenses	4,757,718	4,209,017
Income (Loss) from Operations	283,859	(18,531)
Other Income (Expenses)		
Gain on Forgiveness of Long-Term Debt (Note 11)	-	711,400
Gain (Loss) on Investment in Joint Venture	(57,258)	41,665
Gain (Loss) on Disposal of Equipment	(19,565)	14,484
Grant Revenue	23,200	-
Rental Income	41,083	60,564
Sale of Materials	121,330	-
Miscellaneous	23,926	18,067
Total Other Income	132,716	846,180
Net Income	<u>\$ 416,575</u>	<u>\$ 827,649</u>

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Changes In Member's Equity

	Year Ended December 31,	
	2023	2022
Balance, January 1	\$ 4,604,924	\$ 3,986,048
Net Income	416,575	827,649
Contributions	147,323	377,587
Distributions	(279,091)	(586,360)
Balance, December 31	<u>\$ 4,889,731</u>	<u>\$ 4,604,924</u>

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Comparative Statement of Cash Flows

	Year Ended December 31,	
	2023	2022
Cash Flows from Operating Activities		
Net Income	\$ 416,575	\$ 827,649
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization Expense	529,063	450,550
Gain on Forgiveness of Long-Term Debt	-	(711,400)
(Gain) Loss on Investment in Joint Venture	57,257	(41,664)
(Gain) Loss on Disposal of Equipment	19,565	(14,484)
Changes in Operating Assets and Liabilities:		
Accounts Receivable	139,382	1,394,084
Revenues Earned in Excess of Billings	48,597	(316,314)
Accounts Payable	487,252	(546,324)
Accrued Payroll and Expenses	(62,962)	(66,032)
Billings in Excess of Revenues Earned	170,637	(92,712)
Net Cash Provided by Operating Activities	1,805,366	883,353
Cash Flows from Investing Activities		
Purchases of Property and Equipment	(736,594)	(756,920)
Proceeds from Disposal of Equipment	34,466	91,782
Net Cash Used by Investing Activities	(702,128)	(665,138)
Cash Flows from Financing Activities		
Advances Under Lines of Credit	1,428,800	906,574
Principal Payments on Lines of Credit	(1,896,880)	(635,037)
Principal Payments on Long-Term Debt	(331,841)	(257,485)
Contributions from Member	147,325	377,587
Distributions to Member	(279,091)	(586,360)
Net Cash Used by Financing Activities	(931,687)	(194,721)
Net Increase in Cash	171,551	23,494
Beginning Cash	47,013	23,519
Ending Cash	\$ 218,564	\$ 47,013
Supplemental Disclosures:		
Cash Paid for Interest	\$ 117,326	\$ 107,413
Noncash Investing and Financing Activities:		
Financed Purchases of Property and Equipment	\$ -	\$ 303,901

See accompanying notes to financial statements

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Summary of Significant Accounting Policies

Nature of Operations

Jimenez Engineering Solutions, LLC dba International Consulting Engineers (the Company) is a limited liability company primarily engaged in providing civil, structural and industrial engineering services as well as construction management services from offices in Corpus Christi, San Antonio, Houston and Edinburg, Texas. Work is performed as service work, cost-plus-fee or fixed price contracts. Substantially all of the Company's customers are geographically concentrated in South Texas.

Basis of Accounting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting and in conformity with accounting principles generally accepted (GAAP) in the United States of America.

Revenue from engineering contracts is recognized when performance obligations under the related contract terms have been fulfilled. Related expenses are recognized when incurred.

Contract revenues are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract (cost-to-cost method). That method is used because management considers total cost to be the best available measure of progress on the contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Construction contract costs include all direct material, labor and subcontract costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Costs of construction contracts are charged to earnings on the percentage-of-completion method used to recognize revenues. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Revenues Earned in Excess of Billings", represents contract revenues recognized in excess of amounts billed on uncompleted contracts. The liability, "Billings in Excess of Revenues Earned", represents billings in excess of contract revenues recognized on uncompleted contracts.

Cash & Cash Equivalents

Cash consists of funds readily available in bank accounts and other short term liquid accounts. Funds must be available in 90 days or less to be classified as a cash equivalent.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Significant Accounting Policies (continued)

Accounts Receivable

The carrying amount of accounts receivable is reduced by an allowance for doubtful accounts that reflects management's best estimate of the amounts that may not be collected.

Probable uncollectible amounts are reflected through a charge to earnings and a credit to the allowance for doubtful accounts. Balances deemed uncollectible are written off.

Property and Equipment

Property and equipment are recorded at cost. Repairs and maintenance are charged to expense as incurred. Renewals and betterments are capitalized. As assets are sold or are otherwise disposed of, the asset and the related accumulated depreciation are removed, and the gain or loss is recognized.

For financial statement reporting purposes, depreciation is computed using the straight-line method over useful lives as follows:

Machinery and Equipment	7-10 years
Vehicles	5 years
Mobile Offices	10 years
Land Improvements	10 years
Computer Equipment	5 years
Buildings	40 years

Cost of computer software is amortized on a straight-line basis over three years.

Investment in Joint Venture

A 51% investment in a joint venture with another engineering firm is accounted for using the equity method.

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the Company to estimate the amount of compensation for future absences. Accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Income Taxes

The Company has elected S Corporation status. Under S Corporation status, earnings and losses will be included in the personal income tax of the sole member. Therefore, no income tax provision is recorded by the Company. The Company files a state franchise tax return in Texas.

Advertising

Advertising costs are expensed as incurred and totaled \$48,446 and \$26,928 for the years ended December 31, 2023 and 2022, respectively.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 1: Summary of Significant Accounting Policies (continued)

Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Date of Management's Review

Subsequent events have been evaluated through July 12, 2024, the date the financial statements were available to be issued.

Note 2: Accounts Receivable

Accounts receivable at December 31, 2023 and 2022 consist of the following:

	<u>2023</u>	<u>2022</u>
Engineering	\$ 249,514	\$ 435,209
Construction, Excluding Retainage	2,057,567	2,139,028
Retainage	408,217	396,220
Less: Allowance for Doubtful Accounts	<u>(34,509)</u>	<u>(150,286)</u>
TOTAL	<u>\$2,680,789</u>	<u>\$2,820,171</u>

Bad debt expense for the year ended December 31, 2023 was \$93,614.

Note 3: Costs and Estimated Earnings on Uncompleted Contracts

Uncompleted contracts at December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Costs Incurred on Uncompleted Contracts	\$15,616,396	\$8,990,756
Estimated Earnings	<u>3,823,548</u>	<u>1,969,392</u>
Revenue Earned on Uncompleted Contracts	19,439,944	10,960,148
Less: Billings to Date	<u>19,213,644</u>	<u>10,514,614</u>
	<u>\$ 226,300</u>	<u>\$ 445,534</u>

Included in the accompanying balance sheet under the captions:

	<u>2023</u>	<u>2022</u>
Revenues Earned in Excess of Billings	\$513,772	\$562,369
Billings in Excess of Revenues Earned	<u>(287,472)</u>	<u>(116,835)</u>
	<u>\$226,300</u>	<u>\$445,534</u>

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 4: Property and Equipment

Property and Equipment at December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Machinery and Equipment	\$2,831,938	\$2,366,067
Vehicles	1,110,649	1,012,812
Land	580,575	580,575
Land Improvements	97,236	97,236
Building	1,361,437	1,361,437
Mobile Offices	13,495	13,495
Computer Equipment and Software	121,144	121,144
Construction in Progress	<u>93,220</u>	<u>-</u>
Total Property & Equipment	6,209,694	5,552,766
Less: Accumulated Depreciation	<u>2,068,391</u>	<u>1,564,965</u>
Net Property & Equipment	<u>\$4,141,303</u>	<u>\$3,987,801</u>

Depreciation and amortization expense was \$529,063 and \$450,550 for the years ended December 31, 2023 and 2022, respectively.

Note 5: Line of Credit

The Company has two revolving lines of credit with a bank totaling \$1,100,000 to support working capital needs. Interest is payable monthly at the bank base rate (8.5% at December 31, 2023) and it is secured by certain accounts receivable, vehicles and equipment of the Company and the personal guaranty of the managing member. The outstanding balances at December 31, 2023 and 2022 totaled \$31,920 and \$500,000, respectively. Both lines of credit mature September 7, 2024.

Note 6: Long-Term Debt

Long-term debt consists of the following:

	<u>2023</u>	<u>2022</u>
Nine notes payable to financing companies, due in monthly principal installments of \$8,751, plus interest ranging from 0% to 6.75%, secured by vehicles and equipment	142,412	253,301
Note payable to bank, originally secured by land, refinanced in 2020 to allow construction draws up to \$1,125,000, interest at 5.25%, with monthly interest only payments through September 2020, then monthly principal and interest payments of \$7,630 through September 2040, secured by land and improvements	1,011,718	1,047,891

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 6: Long-Term Debt (continued)

	<u>2023</u>	<u>2022</u>
Note payable to bank, due in monthly principal and interest installments of \$1,373, with interest at 6.5%, secured by land	-	153,017
Three notes payable to credit union, due in monthly principal and interest installments of \$3,096, with interest ranging from 3.89 % to 4.49%, secured by property and equipment	<u>114,119</u>	<u>145,881</u>
Total Amount of Debt	1,268,249	1,600,090
Less: Current Portion	<u>133,833</u>	<u>185,959</u>
Long-Term Debt	<u>\$1,134,416</u>	<u>\$1,414,131</u>

Future maturities of long-term debt are as follows:

<u>Year Ending:</u>	
2024	\$ 133,833
2025	121,927
2026	105,365
2027	57,297
2028	47,624
Thereafter	<u>802,203</u>
	<u>\$1,268,249</u>

Interest expense of \$117,326 and \$107,413 was incurred for the years ended December 31, 2023 and 2022, respectively.

Note 7: Obligation Under Operating Lease

The Company has elected to use a risk-free discount rate to measure the lease liability at the present value of the lease payments not yet paid on facilities.

The Company leases office space under an operating lease in San Antonio, Texas. The lease is for a two-year period expiring at the end of February 2024. Monthly lease payments total \$2,180.

At December 31, 2023, maturities for operating lease liabilities for facilities are as follows:

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 7: Obligation Under Operating Lease (continued)

Year Ending December 31	
2024	\$4,360
Total Payments	4,360
Less: Interest	<u>185</u>
Present Value of Lease Liability	<u>\$4,175</u>

Rent expense under this operating lease commitment totaled \$26,152 for the year ended December 31, 2023.

Note 8: Backlog

At December 31, 2023, the Company expects to realize \$19,109,141 in revenue from work yet to be performed on uncompleted contracts.

Note 9: Concentrations

During the year ended December 31, 2023, one customer represented 63% of total revenues.

During the year ended December 31, 2022, two customers represented 29% and 20% of total revenues.

Note 10: Management Related Revenue

The Company earns revenue from a company owned by a member of management of Jimenez Engineering Solutions, LLC. The total revenue earned totaled \$623,938 and \$240,638, respectively, during the years ended December 31, 2023 and 2022.

Note 11: Covid-19 Paycheck Protection Program Notes Payable

On April 24, 2021, the Company applied for and was approved for a \$711,400 loan under the Paycheck Protection Program created as part of the relief efforts related to COVID-19 and administered by the Small Business Administration. The loan accrues interest at 1% per annum but payments are not required to begin for six months after the funding of the loan. The Organization is eligible for loan forgiveness of up to 100% of the loan, upon meeting certain requirements. The loan is collateralized and is fully guaranteed by the Federal government. The loan was fully forgiven on May 25, 2022

Note 12: Employee Benefit Plan

The Company has a Simple IRA plan that is available to all employees. Each year, the Company has the option to make a dollar-for-dollar matching contribution to a participant's account up to 3% of the participant's total compensation. During the years ended December 31, 2023 and 2022, matching contributions of \$74,436 and \$62,207, respectively, were made.

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS
Notes to Financial Statements
December 31, 2023 and 2022

Note 13: Investment in Joint Venture

The Company owns a 51% interest and serves as the managing partner in a joint venture general partnership with another engineering firm. The purpose of the joint venture is to obtain work and provide engineering services to the U.S. Army Corps of Engineers through the Small Business Administration 8(a) Business Development program.

During the year ended December 31, 2023, the Company realized revenues totaling \$322,848. for services provided through the joint venture. Accounts receivable at December 31, 2023 for services provided through the joint venture totaled \$1,686.

During the year ended December 31, 2022, the Company realized revenues totaling \$287,443 for services provided through the joint venture. Accounts receivable at December 31, 2022 for services provided through the joint venture totaled \$73,915.

The following information summarizes the activity of the joint venture at and for the years ended December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Cash	\$96,332	\$261,017
Accounts Receivable	<u>1,347</u>	<u>119,783</u>
Total Assets	<u>\$97,679</u>	<u>\$380,890</u>
Accounts Payable	\$24,283	\$195,224
Equity	<u>73,396</u>	<u>185,666</u>
Total Liabilities and Equity	<u>\$97,679</u>	<u>\$380,890</u>
	<u>2023</u>	<u>2022</u>
Revenues	\$619,585	\$527,280
Cost of Revenues	728,400	445,145
Expenses	<u>456</u>	<u>406</u>
Net Income (Loss)	<u>\$(109,271)</u>	<u>\$ 81,729</u>

SUPPLEMENTARY INFORMATION

SCHEDULE I

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Schedule of Operating Expenses

	Year Ended December 31,	
	2023	2022
Automobile Expense	\$ 118,594	\$ 190,912
Bad Debt Expense	93,614	-
Bank Service Charges	4,538	7,785
Cable and Internet	10,188	10,263
Charitable Contributions	37,932	18,117
Depreciation and Amortization	529,063	450,550
Dues and Subscriptions	41,960	23,247
Employee Benefits	1,059,907	892,629
Insurance	340,025	309,192
Interest	117,326	107,413
Licenses and Permits	3,836	2,835
Marketing	48,446	26,928
Meals and Entertainment	55,634	85,008
Office Equipment Rental	5,904	5,973
Office Expenses	228,257	200,625
Office Rent	45,025	33,729
Payroll	1,190,118	1,003,463
Printing	2,835	4,051
Professional Fees	44,994	41,574
Property Taxes	41,934	80,007
Repairs and Maintenance	130,384	237,484
Safety Clothing	2,622	3,127
Technology Expense	281,650	189,245
Telephone	60,681	44,321
Texas Franchise Tax	5,000	4,985
Tools and Equipment	101,429	82,265
Travel	125,028	115,850
Uniforms	12,260	16,789
Utilities	18,534	20,650
Total Operating Expenses	\$ 4,757,718	\$ 4,209,017

SCHEDULE II

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Uncompleted Contracts

December 31, 2023

Description	Contract Amount	Estimated Costs	Gross Profit	Costs To Date	Percentage Complete	Recognized Revenue	Billings To Date	Under Billed	Over Billed
City of Pharr Northbound Lanes Expansion	\$ 8,647,935	\$ 6,996,179	\$ 1,651,756	\$ 6,923,357	98.96%	8,557,920	\$ 8,510,923	\$ 46,997	\$ -
GEM - Rado	150,000	142,500	7,500	121,979	85.60%	128,398	130,592	-	2,193
IWA - Canopy Demo	17,600	15,840	1,760	8,815	55.65%	9,794	12,505	-	2,710
NAVFAC - Remove/Replace Fire Alarm	66,159	25,000	41,159	19,570	78.28%	51,788	-	51,788	-
NAVFAC - Hydraulic Cylinders	77,831	70,048	7,783	45,776	65.35%	50,862	-	50,862	-
USDA CC Phase I Renovations	847,253	762,527	84,725	657,843	86.27%	730,937	805,331	-	74,394
USDA Water Tower Mixing System	235,248	188,199	47,050	150,254	79.84%	187,817	94,887	92,930	-
USDA HVAC Replacement Bldg. 6414	1,549,005	1,239,204	309,801	723,240	58.36%	904,050	804,353	99,697	-
USDA MAB Underground Utilities	18,896,057	14,172,042	4,724,014	4,152,140	29.30%	5,536,187	5,693,401	-	157,214
USDA Warehouse Safety Upgrades	117,090	105,381	11,709	24,677	23.42%	27,419	37,017	-	9,598
USDA Boiler Replacement	110,000	99,000	11,000	64,658	65.31%	71,842	58,228	13,614	-
USDA ARS Wet Lab & Utilities Upgrades	6,044,768	5,138,053	906,715	2,255,114	43.89%	2,653,075	2,678,540	-	25,465
USDA Construct Wildlife Barn	1,215,317	1,033,019	182,298	134,201	12.99%	157,884	-	157,884	-
StWA - 42" Water Line Tap	574,823	517,341	57,482	334,773	64.71%	371,970	387,868	-	15,898
TOTALS	\$ 38,549,085	\$ 30,504,333	\$ 8,044,752	\$ 15,616,396		\$ 19,439,944	\$ 19,213,644	\$ 513,772	\$ 287,472

SCHEDULE III

JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS

Uncompleted Contracts

December 31, 2022

<u>Description</u>	<u>Contract Amount</u>	<u>Estimated Costs</u>	<u>Gross Profit</u>	<u>Costs To Date</u>	<u>Percentage Complete</u>	<u>Recognized Revenue</u>	<u>Billings To Date</u>	<u>Under Billed</u>	<u>Over Billed</u>
City of Pharr Northbound Lanes Expansion	\$ 8,590,403	\$ 6,872,323	\$ 1,718,080	\$ 6,630,186	96.48%	8,287,732	\$ 8,036,372	\$ 251,360	\$ -
Nueces County Splash Pads	902,501	812,251	90,250	673,746	82.95%	748,607	538,136	210,471	-
USDA CC Phase I Renovations	802,054	721,848	80,206	638,491	88.45%	709,435	715,242	-	5,807
USDA CC Chiller Replacement	259,699	233,729	25,970	185,327	79.29%	205,919	234,599	-	28,680
USDA Water Tower Mixing System	235,248	188,199	47,049	5,008	2.66%	6,260	-	6,260	-
USDA Bldg. 6017 Phase III	233,402	186,721	46,681	121,742	65.20%	152,178	206,618	-	54,440
USDA HVAC Replacement Bldg. 6414	1,380,013	1,104,010	276,003	61,746	5.59%	77,183	85,042	-	7,859
USDA MAB Underground Utilities	14,044,834	11,938,109	2,106,725	231,019	1.94%	271,787	282,500	-	10,713
USDA Warehouse Safety Upgrades	117,090	105,381	11,709	267	0.25%	297	-	297	-
USDA Boiler Replacement	110,000	99,000	11,000	9,126	9.22%	10,140	-	10,140	-
USDA ARS Wet Lab & Utilities Upgrades	5,543,856	4,712,277	831,579	241,627	5.13%	284,267	200,425	83,842	-
USDA Electrical Storm Repairs	76,025	64,622	11,403	30,232	46.78%	35,567	43,197	-	7,630
GEM - Siddons Martin	30,000	28,500	1,500	16,675	58.51%	17,553	17,978	-	425
GEM - Rado	45,000	42,750	2,250	21,749	50.87%	22,894	23,155	-	261
GEM - Progreso Phase II	275,000	261,250	13,750	121,912	46.66%	128,328	129,302	-	974
GEM - La Joya ISD	20,000	19,000	1,000	1,903	10.02%	2,003	2,048	-	45
TOTALS	\$ 32,665,125	\$ 27,389,970	\$ 5,275,155	\$ 8,990,756		\$ 10,960,148	\$ 10,514,614	\$ 562,369	\$ 116,835

SCHEDULE IV

**JIMENEZ ENGINEERING SOLUTIONS, LLC
dba INTERNATIONAL CONSULTING ENGINEERS**

Contracts Completed

Year Ended December 31, 2023

<u>Description</u>	<u>Final Contract Price</u>	<u>Total Costs Incurred</u>	<u>Gross Profit</u>
Nueces County Splash Pads	\$ 874,178	\$ 716,670	\$ 157,508
USDA CC Cotton Air Compressors	183,587	157,344	26,242
USDA CC Chiller Replacement	259,699	185,327	74,372
USDA Bldg. 6017 Phase III	233,402	130,750	102,652
USDA Electrical Storm Repairs	76,038	46,797	29,241
USDA Transformer Install	18,980	16,000	2,980
GEM - Siddons Martin	47,573	44,936	2,637
GEM - La Joya ISD	41,763	39,502	2,261
GEM - Progresso Phase II	576,981	542,923	34,058
NAS K - Rigid Rail Replacement	109,643	40,997	68,646
Nueces County - CR 18 Bridge Rehab	44,319	26,253	18,066
Port of CC New Rail Facility Misc.	<u>1,921</u>	<u>3,452</u>	<u>(1,532)</u>
	<u>\$ 2,468,084</u>	<u>\$ 1,950,951</u>	<u>\$ 517,132</u>

AMENDMENTS



ADDENDUM NO. 1

CITY OF SAN JUAN POLICE BUILDING EXPANSION

CSP NO. 25-004-03-13

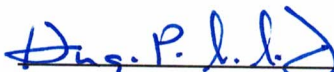
Notice is hereby given to all prospective respondents of the following:

1. **LITIGATION SUMMARY:** A litigation summary that briefly describes any claims or lawsuits that have been filed within that last ten (10) years against the respondent individual or firm that relates to the services performed by the respondent individual or firm must be submitted. Identify the claim or lawsuit by naming the adverse party, case number, jurisdiction where filed and current status and/or outcome of the claim or lawsuit. If no summary is given or if a general statement is given that refers the City to inquire with a respondent individual's counsel or firm's counsel, the RFQ, RFB, RFP or CSP may be considered **NON-RESPONSIVE** and eliminated from consideration. This statement may be submitted as a separate document, but must be provided at the same time that the **RFQ, RFB, RFP or CSP** is submitted.

2. An Electronic (USB) of the submitted proposal be provided along with one Original and one Copy.

END OF ADDENDUM NO. 1

/s/Lori A. Maldonado, Purchasing Agent
FEBRUARY 27, 2025



Signature of Respondent

03/13/2025

Date

SAFETY RECORD

April 9, 2024

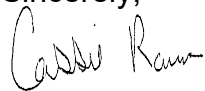
Jimenez Engineering Solutions LLC dba International Consulting Engineers
261 Saratoga Blvd
Corpus Christi, TX 78417

Re: Workers Compensation Experience Modification History

Please be advised that the Workers Compensation Experience Modification for the current year is as follows:

Modifier Effective Date	Experience Modifier Factor	Carrier	Policy Period
04/12/24	0.77	TexasMutual	04/12/24-25

Sincerely,



Cassie Ramirez, TIIA, ERIS
Account Manager

TIMELINE

WBS	Task	Start	Finish	Duration	% Comp.	Resource	Icon	2025																								2026																							
		Mar 31, 2025	Nov 20, 2026	600				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov																												
1	Phase I	Mar 31, 2025	Mar 25, 2026	360				Phase I																																															
1.1	Notice to Proceed	Mar 31, 2025	Mar 31, 2025	1				Notice to Proceed																																															
1.2	Mobilization	Apr 1, 2025	Apr 4, 2025	4				Mobilization																																															
1.3	Phase II Demolition (Temp Exit)	Apr 7, 2025	Apr 11, 2025	5				Phase II Demolition (Temp Exit)																																															
1.4	Clearing and Fill	Apr 7, 2025	May 6, 2025	30				Clearing and Fill																																															
1.5	Trench & Forms	May 7, 2025	Jun 5, 2025	30				Trench & Forms																																															
1.6	UG Rough in Plumbing	May 29, 2025	Jun 11, 2025	14				UG Rough in Plumbing																																															
1.7	UG Electrical	Jun 2, 2025	Jun 7, 2025	6				UG Electrical																																															
1.8	Rebar and Concrete	Jun 9, 2025	Jul 23, 2025	45				Rebar and Concrete																																															
1.9	Masonry Exterior Walls+Canopy	Jul 24, 2025	Sep 21, 2025	60				Masonry Exterior Walls+Canopy																																															
1.10	Steel Erecting	Sep 10, 2025	Oct 9, 2025	30				Steel Erecting																																															
1.11	Deck (B,S,I)	Oct 8, 2025	Oct 27, 2025	20				Deck (B,S,I)																																															
1.12	Roof - TPO	Oct 25, 2025	Dec 3, 2025	40				Roof - TPO																																															
1.13	Mechanical	Oct 23, 2025	Feb 28, 2026	129				Mechanical																																															
1.14	Fire Sprinkler	Oct 24, 2025	Feb 6, 2026	106				Fire Sprinkler																																															
1.15	Interior Walls (B,S1)	Oct 29, 2025	Dec 27, 2025	60				Interior Walls (B,S1)																																															
1.16	Masonry Interior (I-3)	Oct 8, 2025	Nov 6, 2025	30				Masonry Interior (I-3)																																															
1.17	Electrical	Nov 7, 2025	Mar 6, 2026	120				Electrical																																															
1.18	Plumbing	Nov 23, 2025	Mar 2, 2026	100				Plumbing																																															
1.19	Special Systems	Jan 11, 2026	Mar 12, 2026	61				Special Systems																																															
1.20	Water Connection	Jan 9, 2026	Jan 22, 2026	14				Water Connection																																															
1.21	Sewer Connection	Jan 9, 2026	Jan 22, 2026	14				Sewer Connection																																															
1.22	Steel (I-3)	Nov 8, 2025	Dec 18, 2025	41				Steel (I-3)																																															
1.23	Gyp Bd, T&F, Paint	Dec 12, 2025	Mar 11, 2026	90				Gyp Bd, T&F, Paint																																															
1.24	Doors	Dec 22, 2025	Jan 15, 2026	25				Doors																																															
1.25	Windows	Dec 28, 2025	Jan 16, 2026	20				Windows																																															
1.26	Clg (B, S1)	Jan 3, 2026	Feb 22, 2026	51				Clg (B, S1)																																															
1.27	Clg (I-3)	Jan 12, 2026	Feb 22, 2026	42				Clg (I-3)																																															
1.28	Flooring	Feb 9, 2026	Mar 14, 2026	34				Flooring																																															
1.29	Substantial Completion	Mar 14, 2026	Mar 14, 2026	0				Substantial Completion																																															
1.30	Punchlist	Feb 27, 2026	Mar 23, 2026	25				Punchlist																																															
1.31	CO	Mar 25, 2026	Mar 25, 2026	0				CO																																															
2	Owner to Move to Phase I	Mar 26, 2026	Apr 14, 2026	20				Owner to Move to Phase I																																															
3	Phase II	Apr 15, 2026	Nov 20, 2026	220				Phase II																																															
3.1	Demolition	Apr 15, 2026	May 29, 2026	45				Demolition																																															
3.2	Storm	Apr 16, 2026	May 15, 2026	30				Storm																																															
3.3	Base Material, Curb & Gutter	Apr 17, 2026	Jun 15, 2026	60				Base Material, Curb & Gutter																																															
3.4	Steel	May 13, 2026	Jun 1, 2026	20				Steel																																															
3.5	Masonry	Jun 3, 2026	Jun 21, 2026	19				Masonry																																															
3.6	Interior Wall	Jun 24, 2026	Jul 13, 2026	20				Interior Wall																																															
3.7	Electrical	Jul 15, 2026	Sep 18, 2026	66				Electrical																																															
3.8	Special Systems	Aug 4, 2026	Aug 30, 2026	27				Special Systems																																															
3.9	Mechanical	Jul 17, 2026	Aug 30, 2026	45				Mechanical																																															
3.10	Plumbing	Aug 4, 2026	Aug 22, 2026	19				Plumbing																																															
3.11	Gyp Bd, T&F, Paint	Aug 22, 2026	Sep 27, 2026	37				Gyp Bd, T&F, Paint																																															
3.12	Doors	Sep 12, 2026	Sep 21, 2026	10				Doors																																															
3.13	Windows	Sep 15, 2026	Sep 24, 2026	10				Windows																																															
3.14	Clg	Sep 17, 2026	Oct 11, 2026	25				Clg																																															
3.15	Flooring	Oct 16, 2026	Nov 9, 2026	25				Flooring																																															
3.16	Siubstantial Completion	Nov 13, 2026	Nov 13, 2026	0				Substantial Completion																																															
3.17	Punchlist	Nov 14, 2026	Nov 18, 2026	5				Punchlist																																															
3.18	CO	Nov 20, 2026	Nov 20, 2026	0				CO																																															

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Auctioneer Services.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Auctioneer Services.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Tirso Garza, Interim City
Manager

AMT AUCTION MARKETING, LLC.

9418 Almarion Way
San Antonio, TX 78250

AUCTION CONTRACT

This Agreement ("Agreement") is made and entered on this Date OCTOBER 3, 2022 (the "Effective Date"), between City of San Juan, Texas, "Seller") and AMT AUCTION MARKETING, LLC, a Texas limited liability company (hereafter known as the ("Auctioneer"). Auctioneer and Seller are referred to collectively as the "Parties" and, each individually, as a "Party").

Auctioneer shall represent Seller in connection with Auction(s) (each an "Auction") of certain of Seller's assets (each, an "Asset" and collectively, the "Assets").

For the purpose of this contract, Auctioneer will auction items to the highest bidder and, this auction will be considered "Simulcast" auction. (Live online with an auctioneer).

Auctioneer will provide all advertising on auctioneer's website, online social media advertising, Texas Auctioneers Association website, and Hibid.com or Proxibid.com. Auctioneer will work collectively with Seller to ensure advertising is best for auction.

Each Auction shall be held on such date and time and at the location as mutually agreed between the Parties. Auctioneer shall comply with all applicable laws and each Auction shall be conducted in accordance with the professional standards and expectations of the auction industry, in accordance, with the Uniform Commercial Code, and any other applicable federal, state and/or local laws. Auctioneer represents and warrants that (i) it has all necessary permits, licenses and insurances required to conduct its business, and (ii) all such licenses, permits and insurances are, and during the term of this Agreement shall remain, in full force and effect.

The Auctioneer hereby agrees to use his professional skills, knowledge, and experience to the best advantage of both Parties in preparing and conducting the auction. Auctioneer reserves the right, at its sole expense, to hire contract labor, including auctioneers to run the Auction.

Auctioneer will register all potential buyers. Ensure all buyers follow all terms and conditions. Non-payer's will be barred from future auctions.

In case of postponement of an Auction because of inclement weather, or other reason outside the reasonable control of the Parties, the Auction will take place on a later date mutually agreeable to both parties as soon as practicable after the originally scheduled date of the Auction. Every Asset shall be sold to the highest bidder unless Seller gives Auctioneer specific instructions to the contrary with respect to an Asset. Unless otherwise instructed by Seller, no Asset will bear a Reserve Price. These Auctions are therefore considered absolute.

Auction Date(s) TBA

Seller will provide to Auctioneer at the time of pick-up a complete inventory list of all Assets being provided to Auctioneer. Auctioneer will verify the list. Any discrepancy between the inventory list and the Assets will be settled immediately between the Parties. No Asset shall be sold or withdrawn from the auction prior to the auction except by mutual agreement between the Seller and Auctioneer. No Asset shall be altered, have any part removed or changed in any way, unless agreed upon by the Auctioneer, with a signed amendment stating what changes and/or

AMT AUCTION MARKETING, LLC.

9418 Almarion Way
San Antonio, TX 78250

alterations have been made to such Asset. Pictures for the auction will be the responsibility of Auctioneer.

Any work such as removal of police equipment, lights, sirens, protective barriers, or equipment alterations is negotiable.

The Auctioneer's fee shall be 5% for auctions, from the gross proceeds of each Asset sold. Commission and fee to be paid from the proceeds of the total sale of the Auction. Separately, Auctioneer shall charge a Buyer's Premium at the auction for its own account as part of its compensation/expenses for auction services. The Buyer's Premium shall be 13% of each successful buyer's price for the Assets purchased and shall be collected by Auctioneer directly from each successful bidder at the Auction. For purposes of this Agreement, "**gross proceeds**" means all revenue from the sale of Assets pursuant to this Agreement, except (a) any applicable sales taxes collected by Auctioneer and (b) any buyer's premium payments collected as described above.

Auctioneer will collect the bid price and any applicable sales tax from the highest bidder upon conclusion of the Auction for each Asset. All payments collected by Auctioneer shall be in the form of credit cards, cash, or bank wire transfer. Upon collection of such amounts, the Asset will be delivered to the winning bidder. Upon delivery of the Asset to the winning bidder, title or bill of sale or court order, for such Asset shall pass from Seller to such winning bidder. The Auctioneer shall deliver to Seller the net proceeds from each Auction within 7-10 business days following the Auction along with an Auction Settlement Summary for each Auction. Seller will receive summary reports and/or detailed reports for each lot sold or unsold. For purposes of this Agreement, "**net proceeds**" shall mean the gross proceeds less all charges, fees and expenses owed by Seller to Auctioneer under the terms of the Agreement.

All nonpaid Assets will revert to Seller. Auctioneer shall receive a commission on any unpaid lots. Auctioneer shall not receive any commission on any Asset that is not bid on. Auctioneer reserves the right to sell any item before or after auction at or below highest bid price, with the permission of seller.

Seller agrees to pay Auctioneer all fees associated with the auction if auction is cancelled for any reason or a flat rate of \$1500.00 whichever is higher.

Unless Seller instructs Auctioneer otherwise in writing, Auctioneer shall state in all of its advertising for each Auction and at the Auction, that all Assets are being sold "**AS IS, WHERE IS AND WITH ALL FAULTS AND DEFECTS THEREIN AND WITHOUT ANY WARRANTY OF ANY KIND**" and with any additional disclaimers of warranty or other disclaimers as Seller shall specify to Auctioneer in writing.

Seller acknowledges that Auctioneer will incur certain expenses in connection with preparing for each Auction, including but not limited to advertising and marketing materials such as banners, ads, and signs. Auctioneer shall obtain prior approval prior to incurring expenses. Approved expenses shall be reimbursed by Seller to Auctioneer and shall be deducted from the gross proceeds from each Auction, if approved. Auctioneer shall provide to Seller copies of any advertising material intended for use in connection with any Auction for approval prior to use.

The Seller covenants and agrees that it has good title and the right to sell the Assets subject to any Auction, and said goods are free from any and all liens or encumbrances.

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San Antonio, TX 78250

All titles must be present for auction day. AMT Auction will complete all title paperwork, Texas Motor Vehicle Transfer Notification form VTR-346. Application for Texas Title and/or Registration Form 130-U for all vehicles must be completed and signed by seller and ready prior to auction day.

Auctioneer agrees to collect all required sales taxes and turnover to the State Comptroller as required by law. Auctioneer will provide a report of sales taxes collected.

Auctioneer shall maintain all required state licenses and permits to provide auctions.

Auctioneer will be required to maintain Commercial General Liability Insurance at \$500,000 minimum. Auctioneer shall provide Certificate of Insurance to the Purchasing Department.

In the event of any unsatisfied claim from any *secured or unsecured* lien holder, the Auctioneer has the right to hold any and/or all funds relating to said claim in Escrow until all proper settlements are made. In the event that legal counsel is necessary, the Seller will be responsible for any legal expense incurred.

This Agreement shall remain in effect for a period of 3 years from the Effective Date. All fees and commissions are subject to change based on current economical markets. Upon expiration of this Agreement, the Parties may renew this Agreement on such terms as mutually agreed in writing. Seller may utilize two one-year extensions as needed.

Upon termination of this Agreement, Auctioneer shall return all of Seller's Assets in its possession. Auctioneer shall be entitled to all fees, expenses and commissions earned prior to termination.

This Agreement contains the entire agreement amongst the Parties with respect to the subject matter of this Agreement. This Agreement shall supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof of this Agreement. This Agreement shall be binding on all parties, respective heirs, personal representatives and agents, successors or assigns. No party hereto is entitled to rely on any representation, be it written or oral, which purports to alter or vary the terms of this Agreement. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement (including any transfer by way of merger or operation of law) without the consent of the other Party.

Seller shall defend and hold harmless Auctioneer and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) resulting or arising out of (i) Seller's breach of its representations and warranties hereunder, or (ii) the gross negligence or intentional misconduct of Seller or any of its representatives in connection with the sale of the Assets.

Auctioneer shall defend and hold harmless Seller and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) resulting or arising out of (i) Auctioneer's breach of its representations and warranties hereunder, (ii) the gross negligence or intentional misconduct of Auctioneer or any of its representatives in connection with the sale of

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San Antonio, TX 78250

the Assets, or (iii) any damage to the Assets prior to the Auction while in the sole possession and custody of Auctioneer.

Auctioneer and Seller shall keep the terms of this Agreement confidential. Notwithstanding the foregoing, Seller and Auctioneer will obtain the approval of each other before issuing, or permitting any agent or affiliate to issue, any press releases or otherwise making or permitting any agent or affiliate to make any public statements with respect to this Agreement and the transactions contemplated hereby; provided, this provision will not restrict either party from issuing any press release or public statement required by applicable law.

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Texas.

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which when taken together will be deemed to be but one and the same instrument.

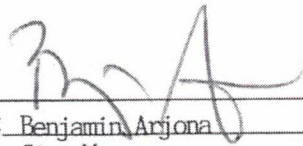
[Signature Page Follows]

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San Antonio, TX 78250

The Parties have caused this Agreement to be executed by their respected authorized officers as of the Effective Date.

Seller

By: 

Name: Benjamin Arjona

Title: City Manager

AMT AUCTION MARKETING, LLC

By: 

Name: FELICIA BANNISTER

Title: OWNER

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Scrap Metal Processing Services.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action, if any, to Authorize Staff to Request Statements of Qualification for Scrap Metal Processing Services.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Tirso Garza, Interim City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 25, 2025

Discussion and Possible Action, if any, Adopting a Resolution Opposing Texas House Bill 1683.
[Tirso Garza, Interim City Manager]

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action, if any, Adopting a Resolution Opposing Texas House Bill 1683.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Tirso Garza, Interim City
Manager

RESOLUTION NO. 2025-XX

Resolution in Opposition of Texas House Bill 1683

WHEREAS on December 20, 2024, House Bill 1683 was filed with the Texas Legislature: and

WHEREAS the bill, as written, amends Texas Transportation Code 252.301 (a) and mandates Counties with a population of 870,000 or more and located on an international border to adopt a centralized County Road System; and

WHEREAS Hidalgo County has historically and by statute-maintained county-owned roads and bridges through the authority of individual Commissioners answerable to the constituents in their respective precincts including its many municipalities; and

WHEREAS in 2024, Hidalgo County spent more than \$31 million maintaining in excess of 2,046 miles of roads with Precinct 1 maintaining 879 miles; Precinct 2 maintaining 110 miles; Precinct 3 maintaining 525 miles; and Precinct 4 maintaining 532 miles – much of this benefitting smaller communities; and

WHEREAS other Texas counties may benefit from consolidating the road and bridge functions into a single decision-making unit, Hidalgo County is unique among other large counties in that there are 22 separate municipalities with the four largest being of roughly equal size so that no centralized population center exists among the municipalities; and

WHEREAS the historic and statutory precedent of having County Commissioners oversee county road and bridge functions in Hidalgo County benefits the County by allowing the elected officials to be responsive to and in close contact with the transportation needs of all municipalities and constituents in their respective precincts, and has particularly benefitted smaller municipalities within the county jurisdiction; and

WHEREAS Texas Transportation Code 252.301, as currently written, permits the adoption of a County Road System; and

WHEREAS House Bill 1683 would restrict Texas counties and have the State mandate how these counties will maintain their roads and bridges, to the detriment of smaller communities,

NOW, THEREFORE, BE IT RESOLVED that the City of San Juan strongly opposes House Bill 1683 in its current form because it removes any discretion that may be exercised by the duly elected Commissioners Court with input from local municipalities and mandates a course of action that disregards the unique balance of population centers that are encompassed in the 22 incorporated cities of Hidalgo County, to the detriment of many communities, and to a possible disastrous effect on the smaller communities who have benefitted from the existing oversight and funding formulas employed by the Hidalgo County Commissioners Court.

Approved on this the 25th day of March, 2025.

CITY OF SAN JUAN, TEXAS

Mayor Mario Garza

ATTEST:

Brenda Escalante, City Secretary