



**EDINBURG CITY COUNCIL**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541

**SEPTEMBER 20, 2016**

**REGULAR MEETING AGENDA**  
**6:00 PM**

**I. CALL TO ORDER, ESTABLISH QUORUM**

- A. Prayer.
- B. Pledge of Allegiance.

**II. CERTIFICATION OF PUBLIC NOTICE**

**III. PUBLIC COMMENTS**

*The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. If a resident desires to make a public comment, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.*

**IV. PROCLAMATIONS**

- A. Presentation of Proclamations Recognizing:
  1. September 24, 2015 as World Wide Day of Play in Edinburg, Texas.
  2. September 25, 2016 as National Day of Remembrance for Murder Victims.
  3. Miranda Jasso, Miss Pre Teen Galaxy 2017 and Nola Maresh, Little Miss Galaxy 2017.

**V. PUBLIC HEARING**

- A. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots



16-19, Edinburg Original Townsite, Located at 615 E. Cano Street, as Requested by Rolando Beltran. [Jesus R. Saenz, Director of Planning and Zoning]

## **VI. ORDINANCES**

- A.** Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for The 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk to be held Saturday, October 08, 2016, Texas Mexican Company Survey, Lot 10, Section 271, Located at 1800 S Stadium Drive, as Requested by JoAnne Perez Pena. [Jesus Saenz, Director of Planning and Zoning]
- B.** Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Fees for a Special Event, Cynthia Jean Salinas Memorial “Loteria Benefit Bingo” to be Held October 23, 2016, at the Edinburg Activity Center, Being Lot 10, Section 271, Texas-Mexican Railway Company Survey, Located at the Intersection of Closner Blvd. and East Palm Drive, as Requested by Mrs. Angeline Rivera. [Jesus R. Saenz, Director of Planning and Zoning]
- C.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title III, Administration, Chapter 30, Administrative Code, by Amending Sections 30.005 (A), 30.009 and 30.012, and Adding Section 30.020. [Christina Flores, Director of Human Resources/ Civil Service Director]
- D.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, 30.073 and 30.075 to Provide for Various Changes, Including a Three Percent (3%) Pay Plan Adjustment to the City’s Current Classification and Compensation Plan For Non-Civil Service Employees and Civil Service Employees. [Christina Flores, Director of Human Resources/Civil Service Director]
- E.** Consider Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2016 and Fiscal Year beginning October 1, 2016 through September 30, 2017. [Ascencion Alonzo, Director of Finance]

## **VII. AWARDING OF BIDS**

- A.** Consider Awarding Bid No. 2016-97, Lift Station Beautification Project - Lift Station 23, to Synergy Builders of Texas, in the Amount of \$24,000, and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Arturo Martinez, Director of Utilities]
- B.** Consider Amending the Award of RFQ 2016-003, Professional Engineering Services & Project Management Services to the Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

- C. Consider Amending the Award of RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- D. Consider Amending the Award of RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Project Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

## **VIII. CONTRACTUAL**

- A. Consider Authorizing the City Manager to Enter Into and Execute an Interlocal Agreement Between the City of Edinburg Police Department, Hereinafter Called "Law Enforcement Agency", and the Office of Criminal District Attorney of Hidalgo, Texas, Hereinafter Called "State's Attorney", to Dispose of Forfeited "Contraband", Pursuant to Chapter 59 of the Texas Code of Criminal Procedures. [David White, Chief of Police]

## **IX. WAIVER**

- A. Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Athletic Fields and to Extend the Hours to 12:00 a.m., for the 'Gone But Not Forgotten' Law Enforcement Flag Football Tournament, to be Held on Saturday, November 19, 2016, as Requested by the Edinburg United Police Officer Association. [Richard M. Hinojosa, City Manager]

## **X. RESOLUTION**

- A. Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter into a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation Aviation Division and any and all Documents Relating Thereto, and Authorizing the Commitment to Fund and Complete Various Improvements at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E. C.F.M., Director of Public Works]

## **XI. CONSENT AGENDA**

- A. Consider Authorizing the Disposition of Approximately 215 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the Texas State Library and Archives Commission Local Records Retention Schedules. [Myra L. Ayala Garza, City Secretary]

## **XII. APPOINTMENTS**

- A. Discuss and Consider Appointments to the City Advisory Board and Committee for the Following:

1. All-American City 10K Advisory Board-Two Members

### **XIII. BUDGET**

- A. Consider Approval of the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget. (*Motion Required to Remove from Table. This Item was Tabled at the September 06, 2016 City Council Meeting*) [Agustin Garcia, Jr., Executive Director, Edinburg Economic Development]

- B. Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Office Supplies; and Office Equipment & Furniture TO Professional Services, in the Amount of \$1,300. [Ricardo Palacios, City Attorney]
2. General Fund: FROM Wearing Apparel; Motor Vehicles Fuel, Oil, Etc.; Office Equipment & Furniture; Motor Vehicles; and Printing TO Overtime, in the Amount of \$123,500. [David White, Chief of Police]
3. General Fund: FROM Part-Time Wages TO Tools; Motor Vehicles; Machines & Equipment; and Motor Vehicles, in the Amount of \$20,000. [Joe Filoteo, Director of Parks & Recreation]
4. General Fund: FROM Part-Time Wages TO Motor Vehicles; and Buildings, in the Amount of \$10,000. [Joe Filoteo, Director of Parks & Recreation]
5. General Fund: FROM Motor Vehicles TO Communications, in the Amount of \$1,300. [Myra L. Ayala Garza City Secretary]
6. General Fund: FROM Salaries TO Professional Services; Group Insurance; Worker's Compensation Insurance; Promotional Supplies; Office Equipment; and Motor Vehicles, in the Amount of \$62,208. [Ascencion Alonzo, Director of Finance]
7. Utility Fund: FROM Buildings & Structures; and Professional Services TO Motor Vehicle Fuel, Oil, Etc.; Chemicals-Medical & Lab; Equipment; Machines & Equipment; and Structures, in the Amount of \$55,239. [Arturo Martinez, Director of Utilities]
8. South Texas Int'l Airport Fund: FROM Professional Services TO Motor Vehicle Fuel, Oil, Etc., in the Amount of \$2,000. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
9. Solid Waste Management Fund: FROM Structures; and Other TO Motor Vehicles, in the Amount of \$98,562. [Ramiro Gomez, Director of Solid Waste Management]
10. Solid Waste Management Fund: FROM Other TO Office Equipment & Furniture TO Office Equipment & Furniture; and Air Conditioning, in the Amount of \$1,100. [Ramiro Gomez, Director of Solid Waste Management]

11. Solid Waste Management Fund: FROM Structures TO Other, in the Amount of \$47,140. [Ramiro Gomez, Director of Solid Waste Management]
12. Solid Waste Management Fund: FROM Printing TO Signs & Signal Equipment, in the Amount of \$1,000. [Ramiro Gomez, Director of Solid Waste Management]
13. Solid Waste Management Fund: FROM Land; and Other TO Machines & Equipment, in the Amount of \$41,191. [Ramiro Gomez, Director of Solid Waste Management]

#### **XIV. EXECUTIVE SESSION**

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

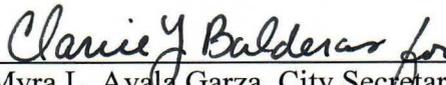
- A. Discussion and Possible Action Regarding Economic Incentives Concerning Project Forum (551.071. Consultation with Attorney; Closed Meeting; and 551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)

#### **OPEN SESSION**

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

#### **XV. ADJOURNMENT**

*I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on September 16, 2016 at 4:35 p.m.*

By:   
Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

#### Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

# PROCLAMATIONS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Presentation of Proclamations Recognizing:

1. September 24, 2015 as World Wide Day of Play in Edinburg, Texas.
2. September 25, 2016 as National Day of Remembrance for Murder Victims.
3. Miranda Jasso, Miss Pre Teen Galaxy 2017 and Nola Maresh, Little Miss Galaxy 2017.

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**STAFF COMMENTS AND RECOMMENDATION:**

1. World Wide Day of Play encourages the community to participate in physical activity and understand the importance of living a healthy lifestyle.
2. National Parents of Murdered Children (POMC) established September 25th as National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate (S. Res. 326) and U.S. House of Representatives (H. Res. 223) to honor the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an important way of promoting public awareness.
3. The Edinburg City Council would like to recognize Miranda Jasso for being crowned Miss Pre Teen Galaxy 2017 and Nola Maresh for being crowned Little Miss Galaxy 2017.

**RECOMMENDATION:**

There will be no action taken.

**REVIEWED BY:**

**PREPARED BY:**

Â Clarice Y. Balderas,  
Administrative Assistant

Â /s/Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Myra L. Ayala  
Garza

Myra L. Ayala Garza  
City Secretary

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

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Homer Jasso, Jr.  
Councilmember

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David Torres  
Councilmember

**NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS  
SEPTEMBER 25, 2016**

**WHEREAS**, the National Parents of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 (S. Res. 326), and the U.S. House of Representatives on May 14, 2007 (H. Res. 223); and,

**WHEREAS**, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an important way of promoting public awareness and remembering our loved ones; and,

**WHEREAS**, POMC Chapters, Contact Persons and other organizations such as the Rio Grande Valley-Families and Friends of Murdered Children Inc. will be holding an event to commemorate the Day of Remembrance for Murder Victims on Thursday, September 25, 2016; and,

**WHEREAS**, In 2015, there were an estimated 15,000 homicides nationwide of which the Rio Grande Valley experience 47 homicides. One murder every 37 minutes in the United States; and,

**WHEREAS**, The murder of a loved one robs their family of a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, uncle, extended family member, friend, neighbor or colleague, and creates an overwhelming challenge to fill the void that their absence creates; and,

**WHEREAS**, Survivors of homicide victims are scattered across the Rio Grande Valley and are in need of specific and targeted intervention in the aftermath of the homicide, that starts with notification of death and goes far beyond the burial and in some cases the trial; and,

**WHEREAS** Survivors of homicide use their tragedies to tell stories of pain and anger inflicted by a homicide. They have rejected paths of retaliation, shame and isolation and instead lean toward learning and teaching lessons of compassion and peace; and,

**WHEREAS**, Survivors of homicide victims want their murdered children to be valued, regardless of the circumstances surrounding their deaths, and their surviving children to grow up in a safe environment, recognized for their human worth rather than as statistics; and,

**WHEREAS**, Throughout the year and particularly during the holidays, survivors of homicide victims experience overwhelming grief, isolation, and despair; and,

**WHEREAS**, Survivors of homicide victims transform their pain and anger into power and action by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state and national level; and,

**WHEREAS**, The City of Edinburg affirms its commitment to respect and enforce victims' rights and express appreciation for those homicide survivors who have turned their personal tragedy into a motivating force to improve our response to homicide victim's family left behind and build a more just community.

**NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS:** By the power vested in me by law, do hereby proclaim September 25, 2016 as

**NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS**

and we urge all the citizens of Edinburg to join us for a candlelight vigil located at the Pharr Civic Center (Pepe Salinas Memorial Civic Center) 1011 W Kelly Ave, Pharr, TX 78577 at 6:30 to 9:00 pm take cognizance of this event and participate fittingly in its observance.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cased the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG, TEXAS**  
By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**  
By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary



# WORLDWIDE DAY OF PLAY GREAT FUTURES START HERE. SEPTEMBER 24, 2016



**WHEREAS**, On behalf of the citizens of Edinburg, Texas, I join Nickelodeon, Boys & Girls Clubs of America, USA BMX, Girls Scouts of the USA, Kiwanis International/Key Club, President’s Council on Fitness, Sports & Nutrition, and the many other participating organizations in celebrating Nickelodeon’s 12 annual Worldwide Day of Play; and

**WHEREAS**, Nickelodeon, alongside schools, after-school and community-based organizations, sports leagues and teams, and elected officials, has been supporting physical activity and healthy living since 2004. For the 12th annual Worldwide Day of Play, Nickelodeon is celebrating all things play-related with the simple message: Get up, get out, and go play!; and,

**WHEREAS**, An essential part of Worldwide Day of Play’s success is the thousands of events encouraging active play Nickelodeon and its partners host for kids around the world; and,

**WHEREAS**, Nutritious diets and physical activity are an important component to living a healthy lifestyle and reducing disease; and,

**WHEREAS**, Edinburg, Texas is committed to working to support kids in becoming the healthiest generation.

**NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS:** By the power vested in me by law, do hereby proclaim September 24, 2016 to be

## WORLDWIDE DAY OF PLAY

in Edinburg, Texas and call upon the good people of Edinburg, Texas to join me in recognizing all those associated with making this endeavor a reality, and wishing them all the very best in the future.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**MIRANDA JASSO, MISS PRE TEEN GALAXY 2017  
NOLA MARESH, LITTLE MISS GALAXY 2017**

**WHEREAS**, Miranda Jasso is the daughter of Homer and Belinda Jasso and has two brothers Marco C. Jasso and Matthew G. Jasso. She is a sixth grader at South Middle School in Edinburg, Texas. She enjoys Junior FFA, Theatre Arts, UIL Oral Reading, community service, baking and reading; and,

**WHEREAS**, Nola Maresh is the daughter of Jody and Erika Maresh and has a sister Taylor Molina. She is a second grader at Norma Linda Treviño Elementary School in Edinburg, Texas. She enjoys fishing with her dad, singing, drawing, playing soccer and volunteering in the community; and,

**WHEREAS**, Miranda Jasso, Miss Pre Teen Texas Galaxy 2016 and Nola Maresh, Little Miss Texas Galaxy 2016 won their respective titles representing Edinburg and South Edinburg at the Texas Galaxy Pageant held in Edinburg, Texas on May 28, 2016; and,

**WHEREAS**, Miranda and Nola represented Texas at the Jr. Galaxy International Pageant held in Orlando, Florida from August 10-14, 2016; and,

**WHEREAS**, They competed against young ladies from around the world including: the United Kingdom, Puerto Rico, the Caribbean Islands, Rhode Island, Florida, Connecticut, Massachusetts, Michigan, Delaware and South Carolina; and,

**WHEREAS**, The contestants were judged on the following categories: Personal Interview, Photogenic, Fashion wear, and Evening gown; and,

**WHEREAS**, After exceptional performances, Miranda and Nola won their age division at the Jr. Galaxy International Pageant; and,

**WHEREAS**, Miranda Jasso was crowned Miss Pre Teen Galaxy 2017 and Nola Maresh was crowned Little Miss Galaxy 2017.

**NOW THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS:** by the power vested in me by law, do hereby recognize:

**MIRANDA JASSO, MISS PRE TEEN GALAXY 2017  
NOLA MARESH, LITTLE MISS GALAXY 2017**

The Edinburg City Council would like to congratulate Miranda and Nola and wish them success in representing their titles and reaching their goals.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

# PUBLIC HEARING

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots 16-19, Edinburg Original Townsite, Located at 615 E. Cano Street, as Requested by Rolando Beltran. [Jesus R. Saenz, Director of Planning and Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

The applicant is requesting the City's approval for Club Rio to be able to sell beer, wine, and mixed beverages at 615 E. Cano Street, Being Lots 16-19, Edinburg Original Townsite. The proposed days and hours of operation would be Sunday through Thursday from 5:00 p.m. to 12:00 p.m. and Friday through Saturday 5:00 p.m. to 2:00 a.m.

The property is currently zoned Downtown District and the surrounding zoning is Downtown District. The applicant is requesting this special use permit to sell alcoholic beverages for late hours at Club Rio.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to thirty seven (37) neighboring residents and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5/0 to approve the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours.

**RECOMMENDATION:**

Staff is recommending approval of the Special Use Permit. The location where the applicant is proposing to sell alcohol has various other commercial uses.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

/s/ Jesus R. Saenz  
\_\_\_\_\_  
Jesus R. Saenz  
Planning and Zoning  
Director

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 09/13/16**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 09/02/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for the Club Rio

**APPLICANT:** Rolando Beltran

**AGENT:** N/A

**LEGAL:** Being Lots 16-19, Edinburg Original Townsite

**LOCATION:** Located at 615 E. Cano Street

**LOT/TRACT SIZE:** Lots 16-19

**CURRENT USE OF PROPERTY:** N/A

**PROPOSED USE OF PROPERTY:** Bar/Night Club

**EXISTING LAND USE/** North - Downtown District  
**ADJACENT ZONING:** South - Downtown District  
East - Downtown District  
West- Downtown District

**LAND USE PLAN DESIGNATION:** Downtown District

**ACCESS AND CIRCULATION:** This property has access to N. 17<sup>th</sup> Ave, and East Cano St.

**PUBLIC SERVICES:** Public utilities are readily available to serve the site.

**RECOMMENDATION:** Staff recommends approval of the special use permit for late hours. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
ROLANDO BELTRAN – CLUB RIO**

**EVALUATION**

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Downtown District.
2. The surrounding land uses consist of Downtown District.
3. The proposed days and hours of operation would be Sunday through Thursday from 5:00 p.m. to 12:00 p.m. and Friday through Saturday 5:00 p.m. to 2:00 a.m.
4. Staff mailed a notice of the public hearing on this request to thirty seven (37) residents and received no comments in favor of or against this request.
5. The on-premise consumption of alcoholic beverages, a change in applicant, and change in type of alcoholic beverage license requires a special use permit for this type of business.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the on-premise consumption of beer and wine. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff recommends approval of the special use permit for the on-premise consumption of alcoholic beverages for late hours at this location. If the permit is approved, staff recommends the following conditions:

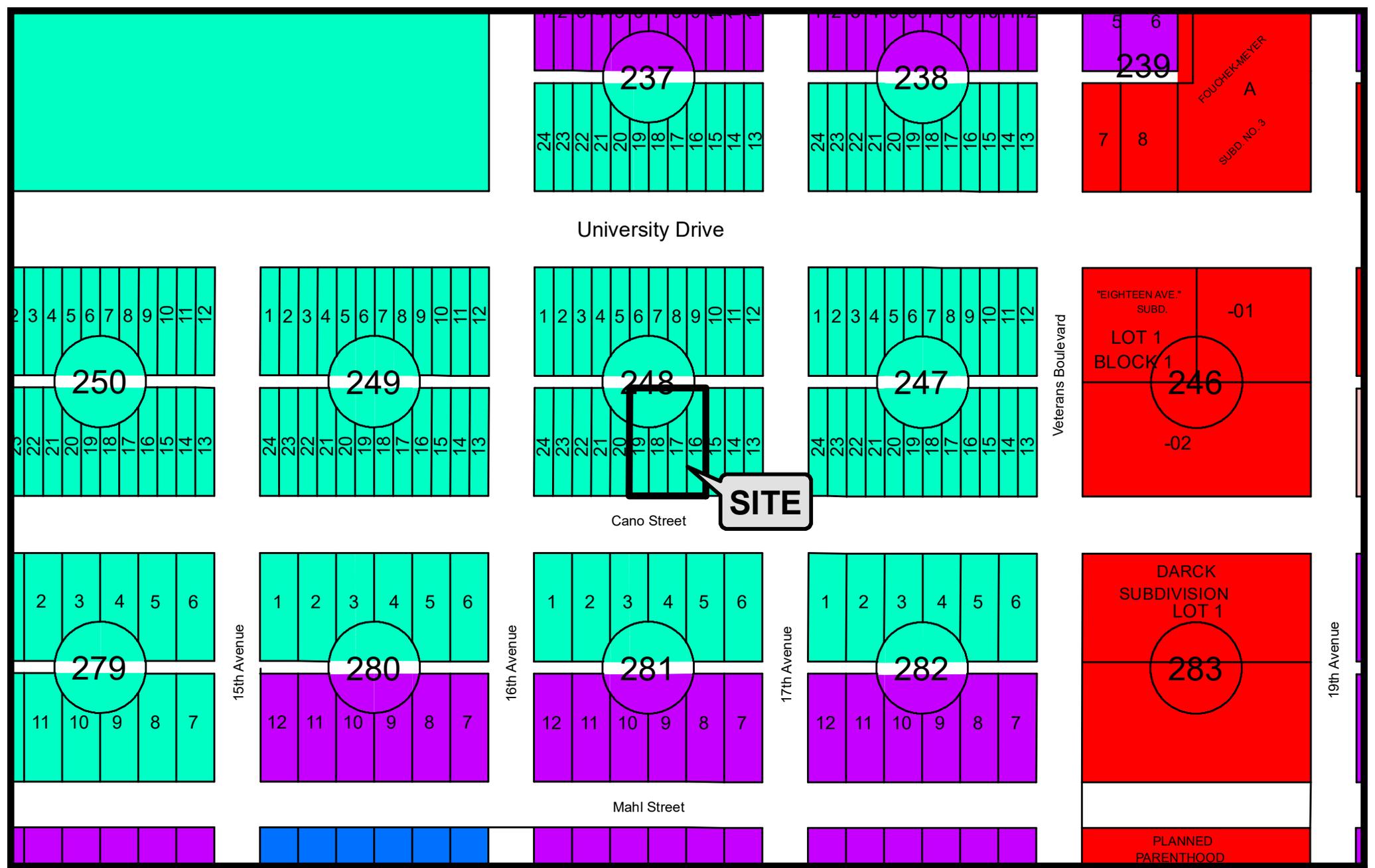
**Conditions for approval:**

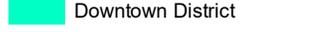
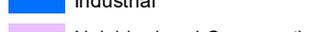
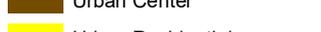
1. An application to renew the special use permit must be filed by **July 13, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

**SPECIAL USE PERMIT  
ROLANDO BELTRAN – CLUB RIO**

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.

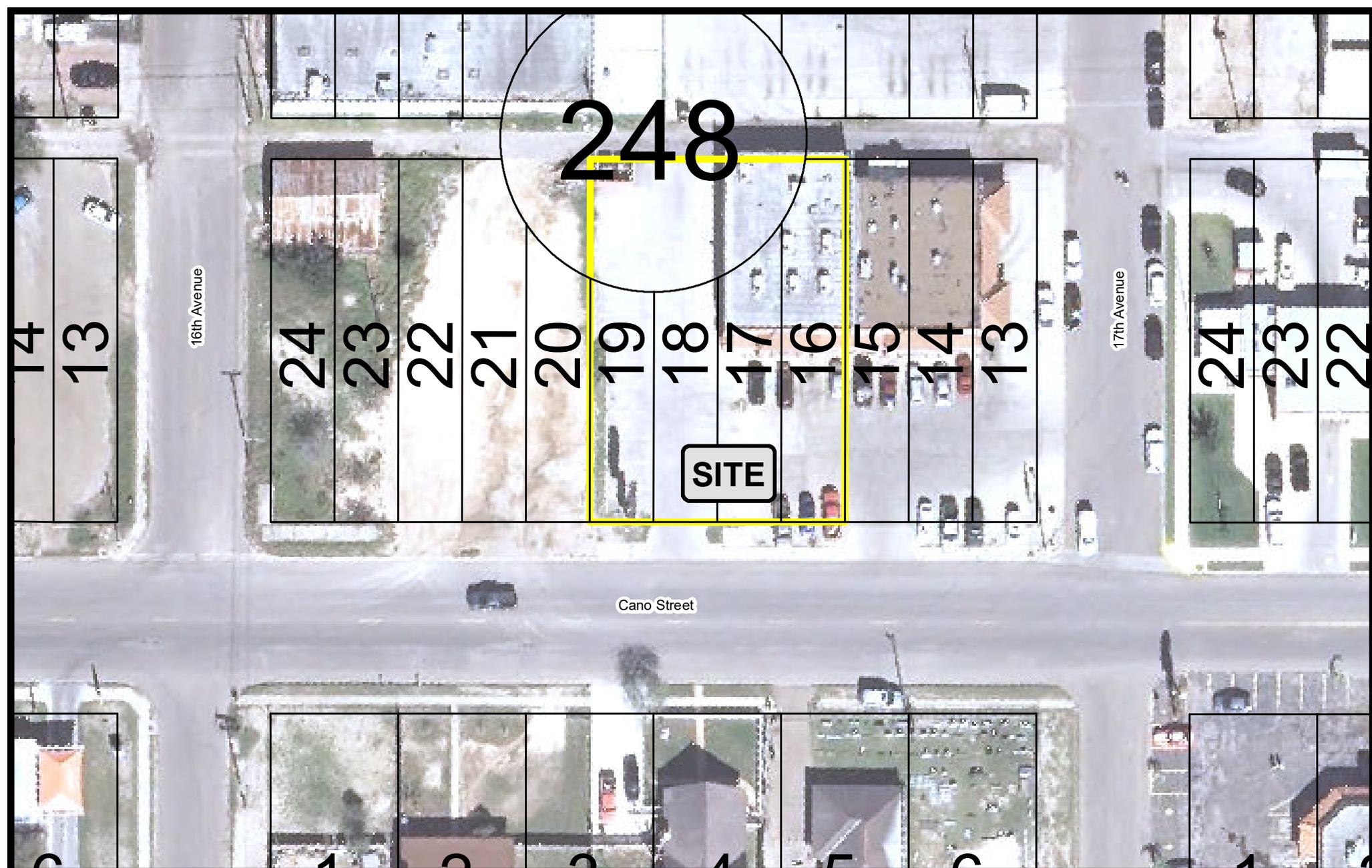
**ATTACHMENTS:** Zoning Map  
Aerial Map  
Site Map  
Photo of the Location  
List of property owners receiving notice



- Legend**
-  Site
  -  Agriculture
  -  Auto-Urban Residential
  -  Business Park
  -  Commercial, General
  -  Commercial, Neighborhood
  -  Downtown District
  -  Industrial
  -  Neighborhood Conservation 5
  -  Neighborhood Conservation 7.1
  -  Neighborhood Conservation MH
  -  Suburban Residential
  -  Urban Center
  -  Urban Residential
  -  Urban University

**ROLANDO BELTRAN**

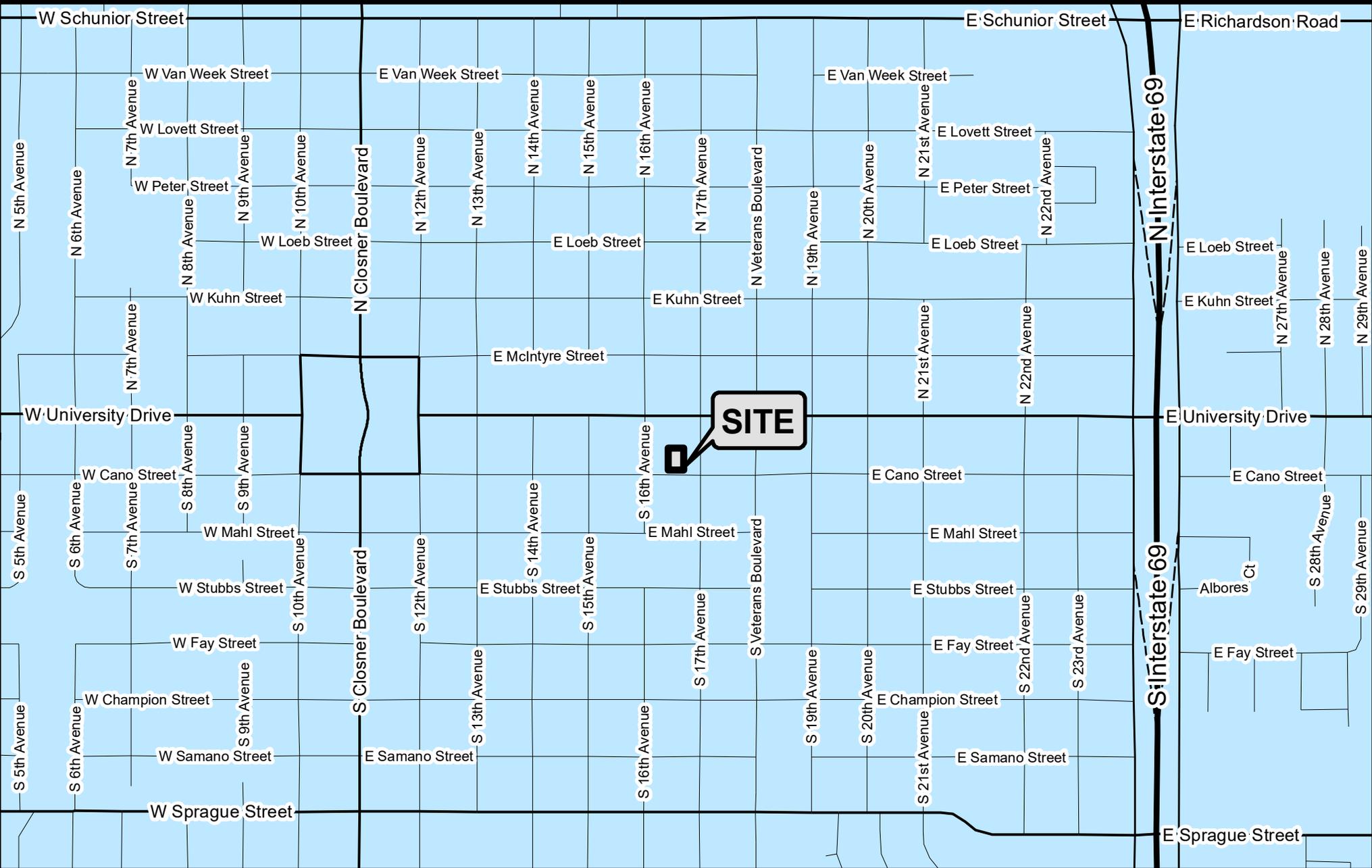




**Legend**  
 Site

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 16-19, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 615 E. CANO STREET, AS REQUESTED BY ROLANDO BELTRAN.





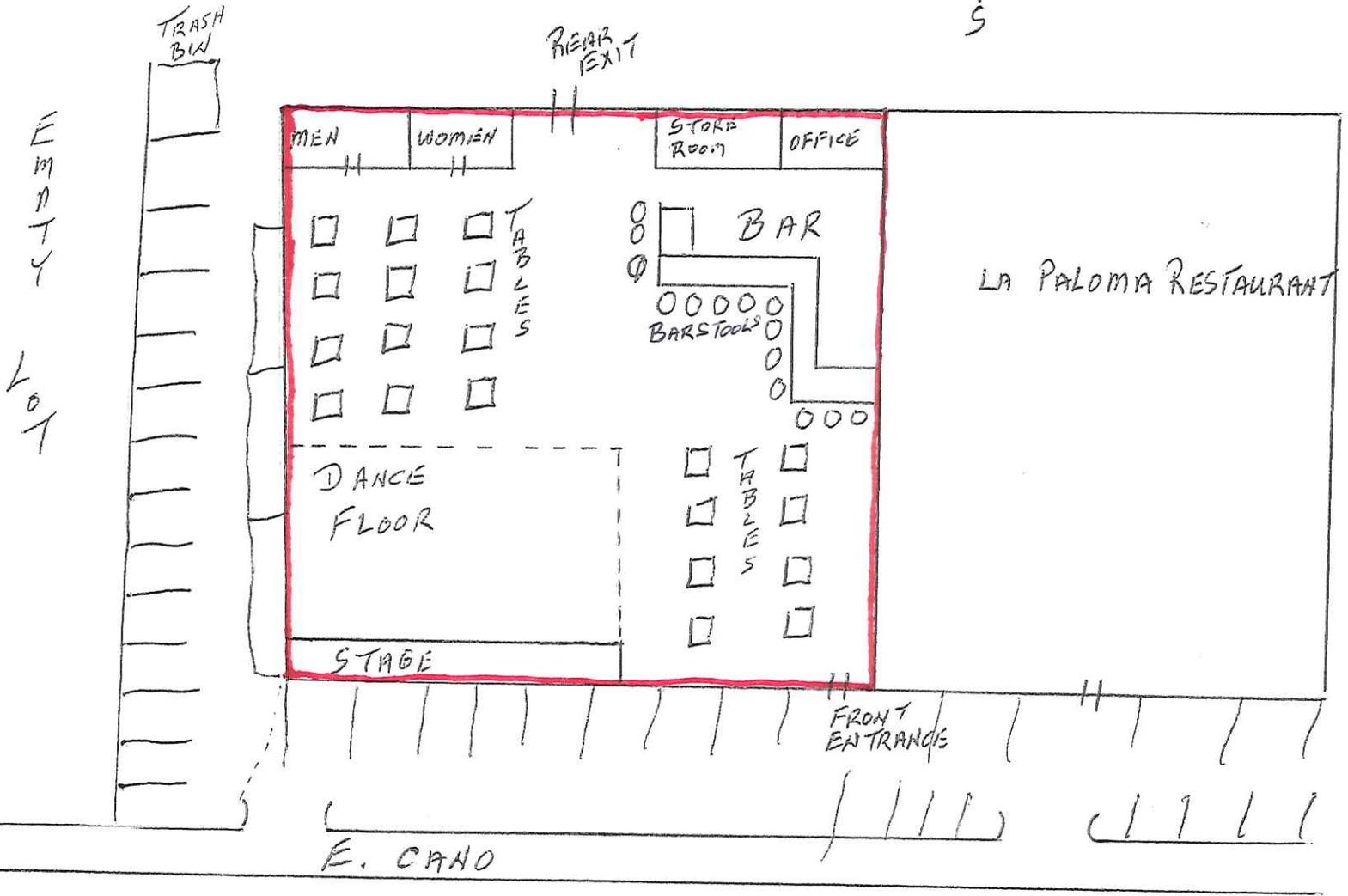
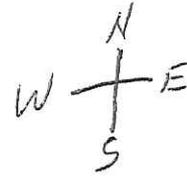
**Legend**

-  Site
-  City Limits

**ROLANDO BELTRAN**



CLUB RIO  
615 E. CANO



SITE + FLOOR PLAN

**El Rio**  
Night Club

LA PALOMA  
SERVING FICHALADAS  
HAMBURGERS CHALUPAS  
CRISPI TACOS BEEF ANJAS

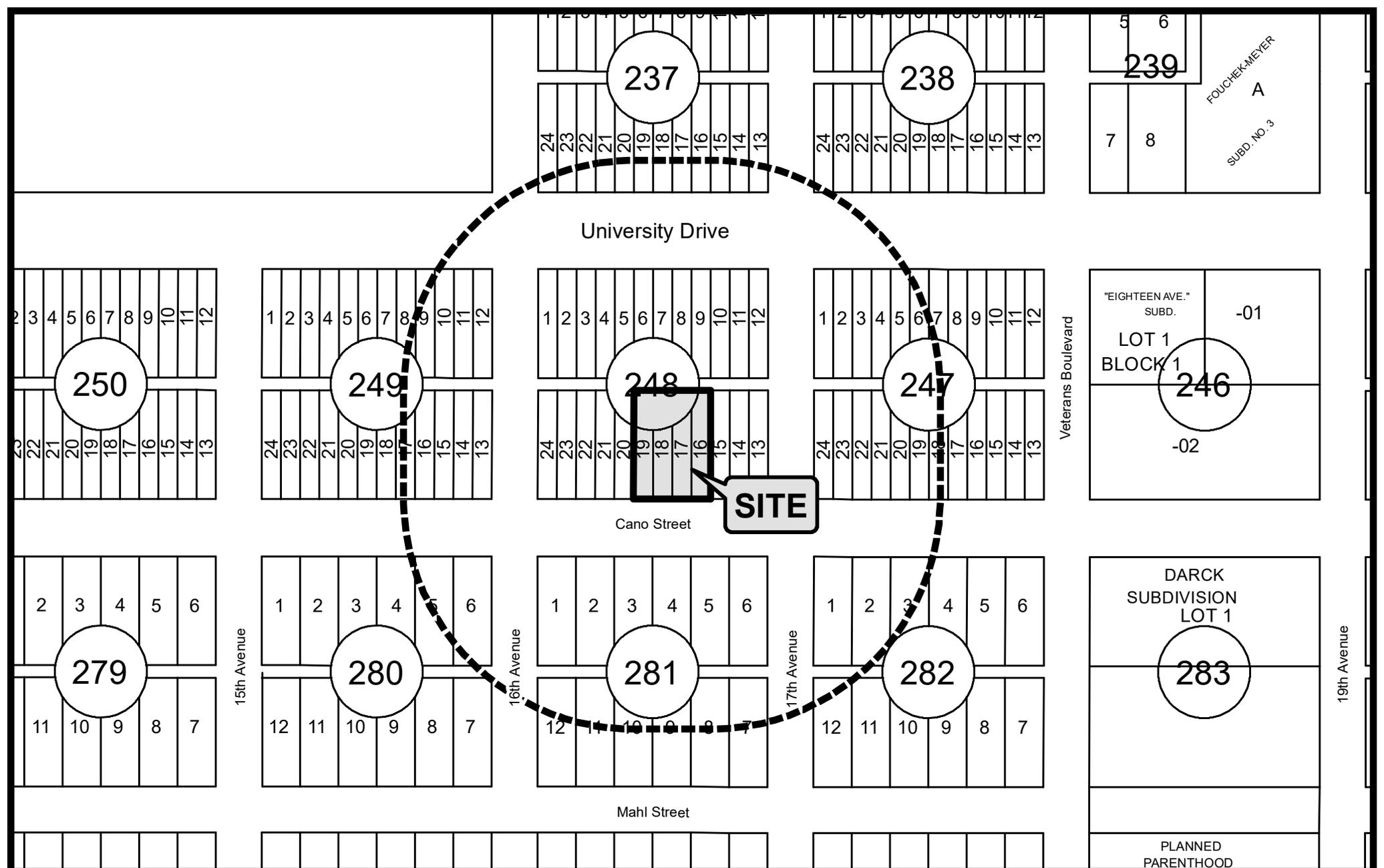
SHOE  
REPAIR

TAQUERIA

TORTILLERIA

**El Rio**

**La Paloma**



- Legend**
-  Site
  -  300' Notification

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 16-19, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 615 E. CANO STREET, AS REQUESTED BY ROLANDO BELTRAN.



**CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 16-19, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 615 E. CANO STREET, AS REQUESTED BY ROLANDO BELTRAN.**

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PROP. ID. 165176  
ALDRETE BALTAZAR JR  
520 E CANO ST  
EDINBURG, TX. 78539-4710  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5 BLK 280

PROP. ID. 165007  
ALEJOS JOSE E  
524 E UNIVERSITY DR  
EDINBURG, TX. 78539-3552  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 13 & 14 BLK 249

PROP. ID. 165006  
ALEJOS JOSE ENRIQUE  
1209 S VETERANS BLVD  
EDINBURG, TX. 78539-5809  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11-12 BLK 249

PROP. ID. 165188  
ARRIZOLA ESTEFANA  
C/O ENRIQUE ARRIZOLA  
7306 YOE ST  
HOUSTON, TX. 77016-3840  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 281

PROP. ID. 165177  
BERGERON GARY JOSEPH  
524 E CANO ST  
EDINBURG, TX. 78539  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 280

PROP. ID. 165000  
CANTU ALMA VIOLA  
3304 N VERONICA LN  
EDINBURG, TX. 78542-8640  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 23-24 BLK 248

PROP. ID. 458520  
CORONA LETICIA  
515 E CANO ST  
EDINBURG, TX. 78539-4709  
LEGAL: EDINBURG ORIGINAL TOWNSITE E15' LOT 17 BLK 249

PROP. ID. 164980  
CUEVAS HERMINIA E

710 E UNIVERSITY DR  
EDINBURG, TX. 78539  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 247

PROP. ID. 165189  
DE TAGLE HERMELINDA GALDAMEZ  
615 E MAHL ST  
EDINBURG, TX. 78539-4745  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 281

PROP. ID. 164911  
EL BUEN PASTOR  
PO BOX 1456  
EDINBURG, TX. 78540-1456  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 21 22 23 24 BLK 238

PROP. ID. 164894  
ESPARZA ANTONIO  
900 W SAM HOUSTON BLVD  
PHARR, TX. 78577-5217  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 13 THRU 17 BLK 237

PROP. ID. 165195  
ESTEVEZ ROSALINDA  
800 E DALLAS AVE APT 18  
MCALLEN, TX. 78501-8887  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3 BLK 282

PROP. ID. 164992  
EVERYDAY QUALITY HOMES LLC  
1107 W CHAPIN  
EDINBURG, TX. 78541  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 19-20 BLK 247

PROP. ID. 164985  
FERNANDEZ ANA MARIA  
308 SANTA FE  
EDINBURG, TX. 78541  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 247

PROP. ID. 943726  
FLORES RAUL  
1714 E RABBIT RUN AVE  
ALTON, TX. 78573-3947  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 7-12 BLK 248

PROP. ID. 577289  
FRAGA ISIDRO & KANG  
2111 DEBBIE DR  
EDINBURG, TX. 78542-5121  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 & 10 BLK 249

PROP. ID. 165009  
GARCIA C B  
1007 E EBONY LN  
EDINBURG, TX. 78539-5840  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 16 & 23 BLK 249

PROP. ID. 164995  
GARCIA FELIPE & LUCRECIA  
PO BOX 356  
HIDALGO, TX. 78557  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1-6 BLK 248

PROP. ID. 165183  
GARCIA REBECCA H  
1203 JOANN ST  
EDINBURG, TX. 78539-6017  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2 BLK 281

PROP. ID. 165178  
GARZA ALFREDO RUBEN  
1920 MARY AVE  
EDINBURG, TX. 78539-5952  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 280

PROP. ID. 165175  
GARZA JAVIER & MARIA A  
910 FRANCIS DR  
EDINBURG, TX. 78542-5132  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 & E 1/2 OF 3 BLK 280

PROP. ID. 165203  
GONZALEZ LEONARDA & LEONARDO CAMERO  
709 E MAHL ST  
EDINBURG, TX. 78539-4747  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 282

PROP. ID. 164897  
GRH INVESTMENTS LLC  
621 E CANO ST  
EDINBURG, TX. 78539  
LEGAL: EDINBURG ORIGINAL TOWNSITE ALL LOTS 18-24 BLK 237

PROP. ID. 165186  
HESBROOK ESTELA O  
612 E CANO ST  
EDINBURG, TX. 78539-4712  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 281

PROP. ID. 165190  
HINOJOSA HERBERTO & BERNARDA

1815 CASSANDRA ST  
MISSION, TX. 78572-6419  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 281

PROP. ID. 165194  
JARAMILLO RAFAEL & YESENIA  
601 WHITE BUGAMBILIA  
PHARR, TX. 78577-6771  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1 & 2 BLK 282

PROP. ID. 165008  
LEAL JESUS JR  
521 E CANO ST  
EDINBURG, TX. 78539-4709  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 15 BLK 249

PROP. ID. 624436  
MARTIN ALMA L  
406 E PETER ST  
EDINBURG, TX. 78541  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 281

PROP. ID. 165196  
MARTINEZ DAVID & ORALIA  
3913 PELICAN AVE  
MCALLEN, TX. 78504-5914  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 4 & 5 BLK 282

PROP. ID. 164991  
MORIN SANTOS & SYLVIA S  
717 E CANO ST  
EDINBURG, TX. 78539-4713  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 18 BLK 247

PROP. ID. 164984  
PALACIOS NICOLAS JR  
2919 N KENYON RD  
EDINBURG, TX. 78542-1597  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 247

PROP. ID. 165191  
SANTANA JUDITH M  
2720 LESLIE ST  
EDINBURG, TX. 78539-3721  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 281

PROP. ID. 165187  
SOLIS JUAN & NATALIA  
HUGO JAVIER SOLIS  
623 E MAHL ST  
EDINBURG, TX. 78539-4745

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 281

PROP. ID. 164982  
TEXAS FINANCIAL INVESTMENTS LLC  
706 E UNIVERSITY DR  
EDINBURG, TX. 78539-3630  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3-4 BLK 247

PROP. ID. 165204  
TIJERINA GLORIA  
1009 E FAY ST  
EDINBURG, TX. 78539-4941  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 282

PROP. ID. 165193  
TREVINO SERGIO & JULIE  
7 FRANK LN  
RIO GRANDE CITY, TX. 78582-5721  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 281

PROP. ID. 684218  
ZAMORA ELOY  
518 E UNIVERSITY DR  
EDINBURG, TX. 78539-3552  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 249

PROP. ID. 164993  
ZAMORANO RODOLFO SR  
921 S 19TH AVE  
EDINBURG, TX. 78539-5816  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 21-24 BLK 24-7

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AND LATE HOURS FOR A BAR AND NIGHT CLUB, BEING LOTS 16-19, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 615 E. CANO EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Rolando Beltran. has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas for the On-Premise Consumption of alcoholic beverages and late hours for a Bar, being Lots 16-19, Edinburg Original Townsite., located at 615 E. Cano Street, Edinburg, Hidalgo County, Texas; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Rolando Beltran for the On-Premise Consumption of Alcoholic Beverages and Late Hours for a Bar, located at 615 E. Cano Street, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **July 13, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and & Zoning Commission and City Council.

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

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

**SECTION V. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 20th day of September, 2016.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

By: \_\_\_\_\_  
City Attorney

JRS/rlg-ordinances/sup-Rolando Beltran--9-20-16

# ORDINANCES

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for The 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk to be held Saturday, October 08, 2016, Texas Mexican Company Survey, Lot 10, Section 271, Located at 1800 S Stadium Drive, as Requested by JoAnne Perez Pena. [Jesus Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The applicant is requesting a Temporary Special Use Permit for The 7<sup>th</sup> Annual “Love Your Cha Chas” 5K Run/Walk to be held Saturday, October 08, 2016 at 1800 South Stadium Drive or more commonly known as Edinburg Cats Stadium.

The event will start at 7:00 am and end at approximately 11:00 am. This request is being coordinated with several City departments including Fire, ECN, Parks and Recreation, Police, Public Works, and Solid Waste Department and the County of Hidalgo.

The applicant is requesting a waiver of fees associated with this event. The applicant has provided an insurance policy reflecting the City as the Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement.

**RECOMMENDATION:**

Staff recommends approval of the Temporary Special Use Permit for The 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk. Waiver of fees for this event is subject to City Council approval.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

/s/ Jesus R. Saenz  
\_\_\_\_\_  
Jesus R. Saenz  
Planning and Zoning  
Director

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**MEETING DATES:**  
**CITY COUNCIL – 09/20/16**  
**DATE PREPARED – 08/29/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for “Breast Cancer Awareness”

**APPLICANT:** Joanne Perez Pena

**AGENT:** N/A

**LEGAL:** Lot 10, Section 271, Texas-Mexican Railway Company Survey

**LOCATION:** ECISD Edinburg Cats Stadium

**LOT/TRACT SIZE:** N/A

**CURRENT USE OF PROPERTY:** ECISD Edinburg Cats Stadium

**PROPOSED USE OF PROPERTY:** Outdoor Concert

**EXISTING LAND USE/  
ADJACENT ZONING:** North – Suburban Residential (S) District  
South – Suburban Residential (S) District  
East - Neighbor. Conservation 5.0 (NC5) District  
West - Commercial General (CG) District

**LAND USE PLAN DESIGNATION:** Suburban Residential District (S) District

**ACCESS AND CIRCULATION:** This property has access onto Palm Drive a minor collector roadway and Closner Boulevard a principal arterial roadway

**PUBLIC SERVICES:** Public utilities serve the site.

**RECOMMENDATION:** Staff recommends approval of the Temporary Special Use Permit for “Breast Cancer Awareness Race/Walk. A comprehensive evaluation is on the following pages.

**SPECIAL USE PERMIT  
“LOVE YOUR CHA CHAS” 5K RUN/WALK**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff’s evaluation and conditions for approval of this application. “Love Your Cha-Chas” consist of a 5K Run/Walk event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 08, 2016 – 7:00 a.m. to 11:00 a.m.
2. **Access Control:** The main access for this event will be from Palm Drive.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Site Restoration:** The applicant will maintain and clear the property.
7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

**ATTACHMENTS:** Route  
Hold Harmless Agreement  
Ordinance



# Cha-Cha 5K Route 2016

1 inch = 500 feet



**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 20<sup>st</sup> day of September, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and “JoAnne Perez Pena individually and for the Love your Cha- Cha’s 5K Run/Walk”, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

“ JoAnne Perez Pena for Love Your Cha-Chas” shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the Temporary Special Use Permit granted September 20, 2016 for The 7<sup>th</sup> Annual Love your Cha- Cha’s 5K Run/Walk to be held on Saturday, October 8, 2016, at the Richard Flores Stadium, located at 1800 S. Stadium Drive, more commonly known as the Richard Flores Stadium, Edinburg, Hidalgo County, Texas. JoAnne Perez Pena “Love Your Cha-Chas” shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a Temporary Special Use Permit on September 20, 2016, for The 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk on Saturday, October 8, 2016, at the Edinburg Cats Stadium, located at 1800 S. Stadium Drive, Hidalgo County, Texas.

**EXECUTED** this the 20<sup>st</sup> day of September, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

PALACIOS & ASSOCIATES, P.C.

**“LOVE YOUR CHA-CHAS”  
Indemnitor**

By: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
JoAnne Perez Pena Individually and for “  
Love your Cha- Cha’s”

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE 7<sup>TH</sup> ANNUAL “ LOVE YOUR CHA-CHAS” 5K RUN/WALK AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 8, 2016, LOT 10, SECTION 271, TEXAS- MEXICAN COMPANY SURVEY, , EDINBURG ORIGINAL TOWNSITE, LOCATED AT 1800 S. STADIUM DRIVE, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, JoAnne Perez Pena has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk and Waiver of Application Fee to be held on Saturday, October 8, 2016; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to JoAnne Perez Pena for the 7<sup>th</sup> Annual “Love Your Cha-Chas” 5K Run/Walk and Waiver of Application Fee to be held at 1800 S. Stadium Drive, Lot 10, Section 271, Texas- Mexican Railway Company Survey, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 8, 2016 from 7:00 a.m. to 11:00 p.m. The days and hours of operation and must meet Section

130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from Closner Blvd. and various other intercity streets in the Downtown District.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** There will be a PA system at the beginning and the ending of the race/walk at the Hidalgo County Courthouse. The noise will be minimal and will conclude at 1:00 p.m.
7. **Site Restoration:** The applicant will maintain and clear the property and City ROW.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food will be provided at the event.

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

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

**SECTION V. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA, & THOMPSON, P.C.

By: \_\_\_\_\_  
City Attorney

JRS/rlg-ordinances/sup-6<sup>th</sup> annual love your cha-chas – 9/20/16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Fees for a Special Event, Cynthia Jean Salinas Memorial “Loteria Benefit Bingo” to be Held October 23, 2016, at the Edinburg Activity Center, Being Lot 10, Section 271, Texas-Mexican Railway Company Survey, Located at the Intersection of Closner Blvd. and East Palm Drive, as Requested by Mrs. Angeline Rivera. [Jesus R. Saenz, Director of Planning and Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

The applicant, Mrs. Angeline Rivera, is requesting a Temporary Special Use Permit for a “Loteria Benefit Bingo” with proceeds dedicated to the Cynthia Jean Salinas Memorial Scholarship Fund to be held on October 23, 2016 at the Edinburg Activity Center. In processing the request, a Waiver of Fees associated with the event is being requested by the applicant. This request is being coordinated through the Parks and Recreation, Public Works, Code Enforcement, Engineering, Solid Waste, Fire, and Police Departments.

**RECOMMENDATION:**

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event, “Loteria Benefit Bingo” with proceeds dedicated to the Cynthia Jean Salinas Memorial Scholarship Fund to be held on Sunday October 23, 2016 with the conditions that the event meets all City requirements. The Waiver of Fees will be at the City Council’s discretion.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

/s/ Jesus R. Saenz  
\_\_\_\_\_  
Jesus R. Saenz  
Planning and Zoning  
Director

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



# ***CYNTHIA JEAN SALINAS MEMORIAL SCHOLARSHIP FUND***

*Continue the Memory, Raise Awareness, & Give Back*

To Whom It May Concern:

The Cynthia Jean Salinas Memorial Scholarship Committee is requesting fees to be waived for the rental of the Edinburg Activity Center on October 23, 2016 for a fundraising event for the scholarship fund benefiting Edinburg Student Female Athletes. Please read the following for details on how our organization began. Thank you for your time and consideration.

Respectfully,

Angeline Gutierrez Rivera, MA, CCC/SLP  
Cynthia Jean Salinas Scholarship Committee President

## **Established in 2013**

**This scholarship fund came about when our great friend, daughter, and family member to some, as well as fellow Edinburg North Cougar volleyball, track, and basketball teammate passed on December 26, 2012 due to domestic violence.**

**Cindy, as we called her, was a wonderful friend who always had a beautiful smile on and a competitive spirit. At the time of her death, she was an absolutely beautiful mother to her 7 year old son, Tristan, and a soon-to-be mom to her unborn child. Cindy was not only part of the Salinas family, but she was part of our Edinburg North Cougar family as well. Sports brought us together, but our friendships came to fruition as we competed together as teammates throughout the years.**

**We honor students that have similar attributes to our great friend, Cindy. She was a nurse with the Baptist Health System in San Antonio and also attended The University of Texas-Pan American, where she earned her Bachelor's degree as a Registered Nurse. She was hard-working, driven, absolutely intelligent, competitive, and always wanted more out of life for herself and her family. We, her friends and family, felt it important to allow her legacy of positive influence to continue, as we provide continued scholarships to young, deserving, college students who have worked hard throughout the years to pave a future for themselves.**

**In addition, our objective is not only to remember the legacy of Cynthia Jean Salinas but also to raise awareness to Domestic Violence while giving back to the youth of today.**

**Since 2013, we have been privileged to award a total of \$10,000 in scholarships to female student athletes in Edinburg from each of the 4 high schools (2013 – 2016).**

**MEETING DATES:**  
**CITY COUNCIL – 9/20/2016**  
**DATE PREPARED – 09/08/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit for “Loteria Benefit Bingo” for the Cynthia Jean Salinas Memorial Scholarship Fund.

**APPLICANT:** Mrs. Angeline Rivera

**AGENT:** N/A

**LEGAL:** Being Lot 10, Section 271, Texas-Mexican Railway Company Survey,

**LOCATION:** Intersection of Closner Blvd. and East Palm Drive

**LOT/TRACT SIZE:** N/A

**CURRENT USE OF PROPERTY:** Edinburg Activity Center

**PROPOSED USE OF PROPERTY:** Bingo Fundraiser Event

**EXISTING LAND USE/  
ADJACENT ZONING:** North - Res; Neighborhood Consv. 5 (NC5) District  
South – Bus; Commercial General (CG) District  
East – Res. Neighb. Conserv. Mobile Home (NC-MH) District  
West - Res; Suburban Residential (S) Dist.

**LAND USE PLAN DESIGNATION:** Activity Center

**ACCESS AND CIRCULATION:** This property has access onto East Palm Drive, a two (2) lane minor roadway.

**PUBLIC SERVICES:** Public utilities serve the site.

**RECOMMENDATION:** Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

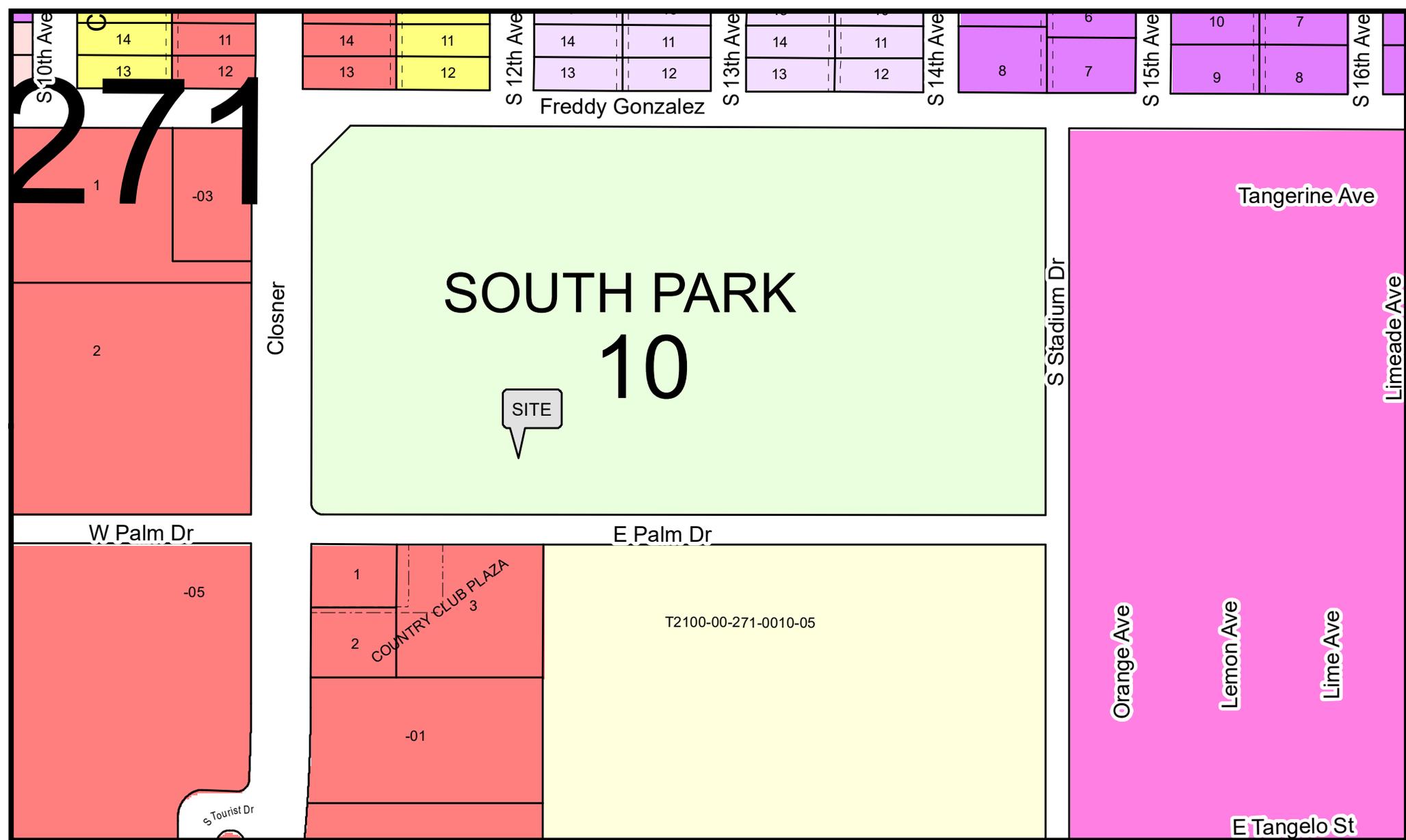
**TEMPORARY SPECIAL USE PERMIT  
CYNTHIA JEAN SALINAS MEMORIAL SCHOLARSHIP FUND  
“LOTERIA BENEFIT BINGO”**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff’s evaluation and conditions for approval of this application. The “Loteria Benefit Bingo” is a small charitable event to raise funds for the Cynthia Jean Salinas Memorial Scholarship Fund.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Sunday, October 23, 2016 from 2:00 pm to 7:00 pm  
  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from East Palm Drive.
3. **Security Services:** Security services are provided by off-duty city police officers until the event has concluded.
4. **Sanitation:** The applicant will utilize existing solid waste containers at the Edinburg Activity Center.
5. **Electric and Lighting:** This event is indoors and will not require additional lighting or electrical generators.
6. **Noise:** The event is held indoors at the Edinburg Activity Center on East Palm Drive and noise will be contained within the venue.
7. **Site Restoration:** Event organizers and volunteers will be responsible for restoring the venue to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and carnival food vending booths must be obtained through the Code Enforcement Division.

**ATTACHMENTS:** Site Map  
Aerial Photo  
Hold Harmless Agreement  
Ordinance



**Legend**

- |                          |                               |                      |
|--------------------------|-------------------------------|----------------------|
| Agriculture              | Downtown District             | Suburban Residential |
| Auto-Urban Residential   | Industrial                    | Urban Center         |
| Business Park            | Neighborhood Conservation 5   | Urban Residential    |
| Commercial, General      | Neighborhood Conservation 7.1 | Urban University     |
| Commercial, Neighborhood | Neighborhood Conservation MH  |                      |

**EDINBURG ACTIVITY CENTER**





EDINBURG ACTIVITY CENTER

**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 20<sup>th</sup> day of September, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and ANGELINE RIVERA, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Angeline Rivera shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the Temporary Special Use Permit granted September 20, 2016 for the Cynthia Jean Salinas Memorial Scholarship “Loteria” Fundraiser and Waiver of Fees to be held on Sunday, October 23, 2016, at the Edinburg Activity Center, located at 123 East Palm Drive, Edinburg, Hidalgo County, Texas. Angeline Rivera shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a Temporary Special Use Permit on September 20, 2016, for the Cynthia Jean Salinas Memorial Scholarship “Loteria” Fundraiser and Waiver of Fees to be held on Sunday, October 23, 2016, at the Edinburg Activity Center, located at 123 East Palm Drive, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 20<sup>th</sup> day September, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager

PALACIOS, GARZA & THOMPSON, P.C.

**ANGELINE RIVERA, Indemnitor**

By: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Angeline Rivera, President  
Cynthia Jean Memorial Scholarship Fund

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE CYNTHIA JEAN SALINAS MEMORIAL SCHOLARSHIP LOTERIA FUNDRAISER AND WAIVER OF FEES, TO BE HELD SUNDAY, OCTOBER 23, 2016, AT THE EDINBURG ACTIVITY CENTER, BEING LOT 10, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 123 EAST PALM DRIVE, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Angeline Rivera has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the Cynthia Jean Salinas Memorial Scholarship Loteria Fundraiser and Waiver of Fees to be held on Sunday, October 23, 2016; and,

**WHEREAS**, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

**WHEREAS**, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Angeline Rivera for the Cynthia Jean Salinas Memorial Scholarship Loteria Fundraiser and Waiver of Fees to be held at the Edinburg Activity Center, located at 123 East Palm Drive, being Lot 10, Section 271, Texas-Mexican Railway Company Survey with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant is Sunday, October 23, 2016 from 2:00 a.m. to 7:00 p.m.
2. **Access Control:** The main access for this event will be from East Palm Drive.
3. **Security Services:** Security services are to be provided by city police officers until the time of closing of the event.
4. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences.
5. **Site Restoration:** The applicant will maintain the property.
6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
7. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
8. **Health Permit:** A Temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

**SECTION V. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

By: \_\_\_\_\_  
City Attorney

JRS/rlg-ordinances/sup-cynthia jean Salinas memorial scholarship fund – 09/20/2016

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title III, Administration, Chapter 30, Administrative Code, by Amending Sections 30.005 (A), 30.009 and 30.012, and Adding Section 30.020. [Christina Flores, Director of Human Resources/ Civil Service Director]

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**STAFF COMMENTS AND RECOMMENDATION:**

The purpose of this Ordinance is to amend the Administrative Code of the City's Organization Section to reflect changes to the City's organizational structure as follows:

Amend Section 30.005 (A) Administrative Department and Divisions - to add "Airport" as a division under the City Manager's Department.

Amend Section 30.009 Parks and Recreation Department - to remove the "Right of Way" division from *Subsection (E)*.

Amend Section 30.012 Public Works Department and Divisions- to add the "Right of Way" division under Subsection (C).

Add Section 30.020 Engineering Department – to create the "Engineering Department" as a stand-alone department separate from Public Works.

**RECOMMENDATION:**

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title III: Administration, Chapter 30: Administrative Code, by Amending Sections 30.005 (A), 30.009 and 30.012, and Adding Section 30.020.

**REVIEWED BY:**

**PREPARED BY:**

Christina Flores

Â /s/Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios  
City Attorney

/S/Christina Flores

Christina Flores  
Director of Human  
Resources

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III: ADMINISTRATION, CHAPTER 30: ADMINISTRATIVE CODE, ORGANIZATION DIVISION, AMENDING SECTION 30.005 ADMINISTRATIVE DEPARTMENTS AND DIVISIONS., SUBSECTION (A) BY ADDING THE AIRPORT AS A DIVISION UNDER CITY MANAGER; AMENDING SECTION 30.009 PARKS AND RECREATION DEPARTMENT AND DIVISIONS., BY DELETING RIGHT-OF-WAY DIVISION; AMENDING SECTION 30.012 PUBLIC WORKS DEPARTMENT AND DIVISIONS.; BY DELETING AIRPORT DIVISION; ADDING SECTION 30.020 ENGINEERING DEPARTMENT., TO CREATE AN ENGINEERING DEPARTMENT; PROVIDING FOR WAIVER OF THE THREE SEPARATE READINGS; PROVIDING A REPEALER CLAUSE OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS PASSAGE; PROVIDING FOR ITS PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR ITS CODIFICATION; AND, ORDAINING OTHER MATTERS PERTAINING TO THIS SUBJECT MATTER THEREOF.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

**SECTION I.** Title III: Administration, Chapter 30: Administrative Code, Organization Division, Section 30.005 Administrative Departments and Divisions, Subsection (A) of the Code of Ordinances of the City of Edinburg, Texas, is hereby amended and shall read as follows:

§ 30.005 ADMINISTRATIVE DEPARTMENTS AND DIVISIONS.

- (A) The City Manager's Department, headed by the City Manager, shall be composed of the following divisions:
- (1) Airport.

**SECTION II.** Title III: Administration, Chapter 30: Administrative Code, Organization Division, Section 30.009 Parks and Recreation Department and Divisions., of the Code of Ordinances of the City of Edinburg, Texas, is hereby amended and shall read as follows:

§ 30.009 PARKS AND RECREATION DEPARTMENT AND DIVISIONS.

The Department of Parks and Recreation, headed by the Director of Parks and Recreation, shall be composed of the following divisions:

- (A) Recreation;
- (B) World Birding Center;

- (C) Building Maintenance; and
- (D) Parks.

**SECTION III.** Title III: Administration, Chapter 30: Administrative Code, Organization Division, Section 30.012 Public Works Department and Divisions., of the Code of Ordinances of the City of Edinburg, Texas, is hereby amended and shall read as follows:

§ 30.012 PUBLIC WORKS DEPARTMENT AND DIVISIONS.

The Department of Public Works headed by the Director of Public Works, shall be composed of the following divisions:

- (A) Streets;
- (B) Traffic; and
- (C) Right-of-Way.

**SECTION IV.** Title III: Administration, Chapter 30: Administrative Code, Organization Division, Section 30.020 Engineering Department., of the Code of Ordinances of the City of Edinburg, Texas, is hereby added and shall read as follows:

§ 30.020 ENGINEERING DEPARTMENT

The Engineering Department shall be headed by the Director of Engineering.

**SECTION V. WAIVER CLAUSE**

The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**SECTION VI. REPEALER CLAUSE**

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

**SECTION VII. SAVINGS CLAUSE**

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

**SECTION VIII. CODIFICATION CLAUSE**

The provision of Section I of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as possible.

**SECTION IX. PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its passage and publication according to law.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of

Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 20th day of September 2016.

**CITY OF EDINBURG**

**BY:** \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

**BY:** \_\_\_\_\_  
Myra L. Ayala-Garza, City Secretary

**APPROVED AS TO FORM:**  
Palacios Garza and Thompson, P.C.  
Attorneys At Law

**BY:** \_\_\_\_\_  
City Attorney

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, 30.073 and 30.075 to Provide for Various Changes, Including a Three Percent (3%) Pay Plan Adjustment to the City's Current Classification and Compensation Plan For Non-Civil Service Employees and Civil Service Employees. [Christina Flores, Director of Human Resources/Civil Service Director]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The purpose of this Ordinance is to include the following amendments to the City's current Classification and Compensation Plan for Non-Civil Service and Civil Service Employees. The Administrative Code is being amended to reflect the changes as appropriated in the Fiscal Year 2016-2017 Budget. Those changes are in compliance with Title III, Administration, Chapter 30, Administrative Code of the Code of Ordinances of the City of Edinburg, Texas. These changes will be effective October 10, 2016 as per Ordinance which states that pay plan adjustments will be effective beginning the first full pay period of the new fiscal year.

Section 30.071 Classified Grades (Non-Civil Service).

1. To include a three percent (3%) pay plan adjustment for all full-time and part-time Classified (Non-Exempt), non-civil service employees.
2. Move *Systems Administrator* position from Grade 210 to Grade 213.
3. Add *Stormwater Specialist* position to Grade 209.

Section 30.072 Unclassified Grades (Non-Civil Service).

1. To include a three percent (3%) pay plan adjustment for all full-time Unclassified (Exempt/Executive), non-civil service employees.
2. Add *Cultural Arts Manager* position to Grade 113.
3. Add *Engineer* position to Grade 113.
4. Move *Public Works Director* position from Grade II to Grade I of the Executive Plan.
5. Add *Director of Engineering* position to Grade II of the Executive Plan.

Section 30.073 Civil Service Base Pay

1. Amend Subsection (A) for Civil Service Firefighters to include a three percent (3%) Pay Plan Adjustment for employees in the classifications of Entry Level Firefighter (non-certified & certified), Firefighter, Driver/Apparatus Engineer, Lieutenant, Captain, and Deputy Chief for the 2016-2017 fiscal year.
2. Amend Subsection (B) for Civil Service Police Officers to include a three percent (3%) Pay Plan Adjustment for employees in the classifications of Patrol Officer 1 (non-certified and certified), Patrol Officer 2, Sergeant, Lieutenant, and Assistant Chief of Police for the 2016-2017 fiscal

year.

Section 30.075 Part-time and Seasonal Classification and Compensation Plan.

1. To include a three percent (3%) pay plan adjustment for all part-time and seasonal employees. (Non-Civil Service)

**RECOMMENDATION:**

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, 30.073 and 30.075 to Provide for Various Changes, Including a Three Percent (3%) Pay Plan Adjustment to the City's Current Classification and Compensation Plan For Non-Civil Service Employees and Civil Service Employees.

**REVIEWED BY:**

**PREPARED BY:**

Christina Flores

Â /s/ Ricardo Palacios by CP

Ricardo Palacios  
CityAttorney

Â /s/Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

/S/Christina Flores

Christina Flores  
Director of Human  
Resources

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE TO PROVIDE FOR CHANGES IN CLASSIFICATION AND COMPENSATION PLAN SECTION 30.071, 30.072, 30.073 AND 30.075 IN ACCORDANCE WITH SECTION 30.031(A) AND (G); PROVIDING FOR WAIVER OF THE THREE SEPARATE READINGS; PROVIDING A REPEALER CLAUSE OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR ITS PUBLICATION AND EFFECTIVE DATE OF OCTOBER 10, 2016; AND, ORDAINING OTHER MATTERS PERTAINING TO THIS SUBJECT MATTER THEREOF.**

**WHEREAS,** in order to continue providing a comprehensive and systematic plan of administrative organization for the City, as promulgated by the City Charter, the City Council deems it appropriate and necessary to amend CHAPTER 30 ADMINISTRATIVE CODE, of the City of Edinburg, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF EDINBURG, THAT:**

**SECTION I. THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.071 CLASSIFIED GRADES (NON-CIVIL SERVICE), is hereby amended and shall read as follows:**

**§30.071 CLASSIFIED GRADES (NON-CIVIL SERVICE).**

**CLASSIFICATION & COMPENSATION PLAN  
FISCAL YEAR 2016-2017  
Effective: 10-10-2016**

<b>NON-EXEMPT</b>				
<b>GRADE</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Job Title</b>
200	\$20,611.7699	\$25,764.7097	\$30,917.6602	Library Aide School Crossing Guard
201	\$21,642.3600	\$27,052.9500	\$32,463.5400	Accounts Receivable Clerk Airport Assistant Cashier Clerk Custodian

				Deputy Court Clerk Cart and Range Attendant Garage Attendant Grounds Technician Groundskeeper Library Assistant Office Specialist Parking Meter Attendant Program Coordinator 1 Purchasing Aide Sales Clerk Sanitation Worker Street Maintenance Technician
202	\$22,724.4780	\$28,405.5975	\$34,086.7170	Environmental Educator Light Equipment Operator Maintenance Operator Municipal Court Clerk Park Ranger Program Coordinator 2 Senior Library Assistant Sports Volunteer Coordinator
203	\$23,860.7019	\$29,825.8774	\$35,791.0529	Accounts Payable Clerk Inventory Specialist Media and Graphics Designer Meter Reader Multimedia Specialist Operations Technician Water Maintenance Technician Wastewater Maintenance Technician
204	\$25,053.7370	\$31,317.1739	\$37,580.6108	Administrative Specialist Assistant Animal Control Warden Construction Inspector Emergency Response Operator Golf Shop Coordinator Grounds Crew Leader Human Resources Specialist Inter Library Loan Specialist

				Irrigation Specialist Landfill Attendant Landfill Technician Lift Station Operator Medium Equipment Operator Payroll Specialist Procurement Card Coordinator Records Processing Specialist Risk Specialist Traffic Signal Technician Welder
205	\$26,306.4265	\$32,883.0305	\$39,459.6344	Assistant Golf Professional Community Service Officer Crew Leader Deputy Registrar Engineering/Graphics Technician 1 Heavy Equipment Operator Inspector 1 Line Service Technician Meter Reader Crew Leader Production Specialist Wastewater Crew Leader Water Crew Leader
206	\$27,621.7409	\$34,527.1815	\$41,432.6220	Dispatcher Engineering/Graphics Technician 2 Fleet Specialist Irrigation Technician Journeyman Electrician 1 Mechanic Water Plant Operator Wastewater Plant Operator
207	\$29,002.8312	\$36,253.5416	\$43,504.2520	Animal Control Warden Computer/Network Technician Health Inspector Heavy Equipment Crew Chief Housing Coordinator

				Human Resources Generalist Juvenile Case Manager Telecommunication Specialist Video Journalist Water Specialist Wastewater Specialist
208	\$30,452.9754	\$38,066.2166	\$45,679.4577	Administrative Assistant Assistant Fleet Maintenance Manager Building Plans Examiner Journeyman Electrician 2 Senior Court Clerk Traffic Safety Crew Chief Water Plant Chief Operator Wastewater Plant Chief Operator
209	\$31,975.6215	\$39,969.5242	\$47,963.4375	Stormwater Specialist
210	\$33,574.4084	\$41,968.0052	\$50,361.6020	Automation Network Administrator Legal Assistant
211	\$35,253.1235	\$44,066.4017	\$52,879.6906	Deputy Municipal Court Marshal
212	\$37,015.7770	\$46,269.7213	\$55,523.6762	Municipal Court Marshal
213	\$38,866.5659	\$48,583.2073	\$58,299.8600	Systems Administrator

**SECTION II. THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.072 UNCLASSIFIED GRADES (NON-CIVIL SERVICE),** is hereby amended and shall read as follows:

**§30.072 UNCLASSIFIED GRADES (NON-CIVIL SERVICE).**

**CLASSIFICATION & COMPENSATION PLAN**

**FISCAL YEAR 2016-2017**  
**Effective: 10-10-2016**

<b>EXEMPT</b>				
<b>GRADE</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Job Title</b>
105	\$28,504.0702	\$35,630.0825	\$42,756.1054	Parks Supervisor
106	\$30,214.3153	\$37,767.8915	\$45,321.4676	Art Events Coordinator Right-of-Way Supervisor Warrant Clerk Supervisor
107	\$32,027.1706	\$40,033.9633	\$48,040.7559	Assistant Streets Superintendent Data Processing Supervisor
108	\$33,948.8000	\$42,436.0000	\$50,923.2000	Assistant Building Maintenance Superintendent Assistant Court Administrator Assistant Golf Superintendent Cataloging Supervisor Children's Supervisor Circulation Supervisor Chief Dispatcher Environmental Education Coordinator Greens Foreman Permitting Supervisor Reference Supervisor World Birding Center Interpreter
109	\$35,985.7280	\$44,982.1600	\$53,978.5920	Accounts Manager Assistant Utility Billing Supervisor City Forester Executive Assistant to the City Manager Grants Accountant Lift Station Supervisor Meter Reader Supervisor Recycling Coordinator Wastewater Maintenance Supervisor Water Maintenance Supervisor

110	\$38,144.8717	\$47,681.0896	\$57,217.3075	Assistant Systems Superintendent Assistant Water Plant Superintendent Golf Course Manager Golf Superintendent Public Information Specialist Purchasing Agent Recreation Supervisor
111	\$40,433.5619	\$50,541.9550	\$60,650.3481	Accountant Aquatics Supervisor Building Maintenance Superintendent Engineering Assistant Fleet Maintenance Manager Human Resources Coordinator Librarian Parks Superintendent Risk Management Coordinator Right-of-Way Superintendent Subdivision Coordinator Traffic Manager Urban Planner Utility Billing Supervisor Waste Operations Supervisor
112	\$42,859.5749	\$53,574.4740	\$64,289.3624	Airport Manager Parks Operations Manager Recreation Manager Reporter/Producer Streets Manager Systems Superintendent Water Plant Superintendent Wastewater Plant Superintendent
113	\$45,431.1541	\$56,788.9373	\$68,146.7311	Assistant Director of Finance Assistant Director of Library Assistant Director of Public Works Building Official Cultural Arts Manager Engineer Waste Operations Superintendent

				World Birding Center Manager
114	\$48,157.0199	\$60,196.2723	\$72,235.5352	Court Administrator
EXECUTIVE				
GRADE	Minimum	Midpoint	Maximum	Job Title
I	\$70,726.6702	\$84,872.0000	\$99,017.3298	City Secretary Director of Community Development/Grants Management Director of Golf Director of Human Resources Director of Library and Cultural Arts Director of Parks and Recreation Director of Planning and Zoning Director of Public Information Director of Public Works Director of Information Technology
II	\$81,335.6702	\$97,602.8000	\$113,869.9298	Director of Engineering Director of Finance Director of Solid Waste Management Director of Utilities
III	\$93,536.0202	\$112,243.2200	\$130,950.4198	Chief of Police Fire Chief
IV	\$107,566.4227	\$129,079.7030	\$150,592.9833	Assistant City Manager

**SECTION III. THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.073 CIVIL SERVICE BASE PAY** is hereby amended and shall read as follows:

**§30.073 CIVIL SERVICE BASE PAY.**

(A) The following base pay shall constitute compensation for civil service firefighters:

**EDINBURG FIRE DEPARTMENT - CIVIL SERVICE  
COMPENSATION PLAN - FY 2016 - 2017**

**EFFECTIVE: 10-10-2016**

	<b><i>BASE PAY</i></b>
<b><i>Classification</i></b>	<b><i>Annual</i></b>
Entry level firefighter (non-certified)	\$32,907.5295
Entry level firefighter (certified)	\$37,138.2494
Firefighter	\$41,596.8606
Driver/apparatus Engineer	\$44,517.3387
Lieutenant	\$49,602.0529
Captain	\$52,591.3070
Deputy Chief	\$55,783.1832

(B) The following base pay shall constitute compensation for civil service police officers:

**EDINBURG POLICE DEPARTMENT - CIVIL SERVICE  
COMPENSATION PLAN - FY 2016 - 2017  
EFFECTIVE: 10-10-2016**

	<b><i>BASE PAY</i></b>
<b><i>Classification</i></b>	<b><i>Annual</i></b>
Police officer 1 (non-certified)	\$35,732.1983
Police officer 1 (certified)	\$47,933.9647
Police officer 2	\$53,655.3753
Sergeant	\$64,903.3253
Lieutenant	\$71,337.7029
Assistant Chief	\$78,481.7593

**SECTION IV. THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.075 PART-TIME AND SEASONAL CLASSIFICATION AND COMPENSATION PLAN, is hereby amended and shall read as follows:**

**§30.075 PART-TIME AND SEASONAL CLASSIFICATION AND COMPENSATION PLAN**

**CLASSIFICATION & COMPENSATION PLAN**

**PART-TIME AND SEASONAL  
FISCAL YEAR 2016-2017  
Effective: 10-10-2016**

<b>Job Title</b>	<b>Entry Pay</b>
<b>Part Time Regular</b>	
Assistant Recreation Program Instructor	\$ 7.9222
Head Recreation Program Instructor - Intermediate	\$ 12.3600
Head Recreation Program Instructor - Advanced	\$ 15.4500
League Coordinator	\$ 9.8345
League Official - 1 year or less experience	\$ 21.2180
- 2 years experience	\$ 23.8703
- 3 or more years experience	\$ 26.5225
Program Monitor	\$ 8.1955
Recreation Attendant	\$ 7.9223
Recreation Leader	\$ 7.9223
Recreation Program Instructor - 1 year or less experience	\$ 8.7418
- 2 to 3 years experience	\$ 13.1127
- 4 to 5 years experience	\$ 17.4836
- 6 years experience or more	\$ 21.8545
<b>Part Time Seasonal</b>	
<b>Entry Pay</b>	
Assistant Pool Manager	\$ 9.8345
Assistant Tennis Instructor	\$ 8.7418
Assistant Track and Field Instructor	\$ 8.7418
Basketball Camp Instructor	\$ 16.3909
Girls Basketball Camp Instructor	\$ 16.3909
Groundskeeper 1	\$ 7.9223
Head Program Monitor	\$ 8.7418
Head Tennis Instructor	\$ 16.3909
Head Track and Field Instructor	\$ 16.3909
Junior Athletic Official	\$ 7.9223
Junior Lifeguard	\$ 8.1955
Kickball Official	\$ 14.2055
Little League Umpire	\$ 32.7818
Pool Attendant	\$ 8.1955
Pool Manager - Up to 2 years experience	\$ 10.6541
- 3 or more years experience	\$ 10.9273
Recreation Program Coordinator - No experience	\$ 7.9223

- 1 year experience	\$ 8.1955
- 2 years or more experience	\$ 8.4686
Senior Lifeguard - Entry Level	\$ 8.4686
- with WSI Certification	\$ 8.7418
Water Aerobics Instructor	\$ 8.1955

**SECTION V. WAIVER CLAUSE**

The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**SECTION VI. REPEALER CLAUSE**

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

**SECTION VII. SAVINGS CLAUSE**

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

**SECTION VIII. CODIFICATION CLAUSE**

The provisions of Section I & II of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as possible.

**SECTION IX. PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall take effect October 10, 2016 and shall be published according to law.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 20th day of September, 2016.

**CITY OF EDINBURG**

**BY:** \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

**BY:** \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:  
PALACIOS, GARZA, & THOMPSON, P.C.**

**BY:** \_\_\_\_\_  
City Attorney

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2016 and Fiscal Year beginning October 1, 2016 through September 30, 2017. [Ascencion Alonzo, Director of Finance]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

As per City Charter, this Ordinance is required to adopt the Tax Rate and Levy for the Tax Year 2016, upon all taxable property in the City of Edinburg for the purpose of paying the current expenditures of the City and creating an Interest and Sinking Fund to retire the principal and interest of the City's bonded indebtedness for the Fiscal Year ending September 30, 2017.

The proposed rate is \$0.6350 per \$100 of assessed valuation allocated at \$0.5340 for the Maintenance and Operating Fund and \$0.1010 for the Interest and Sinking Fund.

Although the 2016-2017 proposed tax rate will remain at \$0.63500 for the twenty-second consecutive year, if adopted, it will increase property tax revenues by 2.65% over the effective tax rate. The "effective tax rate" is defined as the tax rate that would generate the same revenues as the previous year. The property tax revenue increase is attributed mainly to property value increase, new improvements and new annexations.

**RECOMMENDATION:**

Approve Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2016 and Fiscal Year beginning October 1, 2016 through September 30, 2017. **Motion to adopt the Ordinance must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.6350, which is effectively a 2.65 percent increase in the tax rate."**

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa  
Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE TAX RATE AND LEVY IN AND FOR THE CITY OF EDINBURG TEXAS, FOR THE YEAR 2016 UPON ALL TAXABLE PROPERTY IN SAID CITY OF EDINBURG, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; CREATING AN INTEREST AND SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BONDED INDEBTEDNESS OF SAID CITY; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR WAIVER OF THREE SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

**SECTION I.** There is hereby levied for the year 2016, upon all the real property situated within the corporate limits of said City of Edinburg, Texas, and on all personal property which was owned within the corporate limits of said City of Edinburg, Texas, on the first day of January, A.D., 2016, except as may be exempt by the Constitution and Laws of the State of Texas, a total tax of SIX HUNDRED THIRTY-FIVE THOUSANDTHS CENTS (\$0.6350) on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation on qualifying property, which said total tax here in levied, is respectively outlined, as follows:

**SECTION II.** An ad valorem tax, of and at the rate of only FIVE HUNDRED THIRTY-FOUR THOUSANDTHS CENTS (\$0.5340) per ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation of said taxable property is hereby levied for the year 2016 for general City purposes and to pay the current operating expenses of the City of Edinburg, Texas, for the fiscal year ending September 30, 2017 which tax, when collected, shall be appropriated to and deposited in and credited to the Maintenance and Operating Funds of said City of Edinburg, Texas. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.34 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.90.

**SECTION III.** An ad valorem tax, of and at the rate of only ONE HUNDRED ONE THOUSANDTHS CENTS (\$0.1010) per ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation of said taxable property is hereby levied for the year 2016 for the purposes of creating an Interest and Sinking Fund with which to pay the interest and retire the principal of the valid bonded and warrant indebtedness of the City of Edinburg, Texas, now outstanding, and such tax, when collected, shall be appropriated and deposited in and credited to the Interest and Sinking Fund of said City of Edinburg, Texas.

**SECTION IV. WAIVER CLAUSE.** The requirement of three (3) separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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

**SECTION VI. PUBLICATION AND EFFECTIVE DATE CLAUSE.** This Ordinance shall be published according to law and shall become effective October 1, 2016.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 20<sup>th</sup> day of September, 2016.

**CITY OF EDINBURG**

By: \_\_\_\_\_

Richard H. Garcia, Mayor

**ATTEST:**

BY: \_\_\_\_\_

Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:  
PALACIOS, GARZA & THOMPSON, P.C.**

BY: \_\_\_\_\_  
City Attorney

# AWARDING OF BIDS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Awarding Bid No. 2016-97, Lift Station Beautification Project - Lift Station 23, to Synergy Builders of Texas, in the Amount of \$24,000, and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Arturo Martinez, Director of Utilities]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Tuesday, September 06, 2016, bids were opened for Bid No. 2016-97, Lift Station Beautification Project - Lift Station #23. A total of five (5) bids were received and opened. A review and tabulation revealed Synergy Builders of Texas as the lowest bidder meeting specifications in the amount of \$24,000. The project will consist of the construction of a block wall and concrete columns, installation of planters including specified trees and plants, and the construction of a concrete walkway.

Funding is available in the Utility/Wastewater Plant through cost savings in the Utility/Water Plant's 2015-2016 Operating Budget. The City has not used Synergy Builders of Texas in the previous years, but has obtained several positive reference recommendations. All standard specifications have been met, and staff has verified that no monies are owed to the City.

**RECOMMENDATION:**

Approve Awarding Bid No. 2016-97, Lift Station Beautification Project - Lift Station 23, to Synergy Builders of Texas, in the Amount of \$24,000, and Authorize the City Manager to Enter Into an Agreement Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Â  
Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/Arturo C. Martinez  
\_\_\_\_\_  
Arturo C. Martinez  
Director of Utilities

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

## BID RECOMMENDATION FORM

Title: Lift Station Beautification Project - Lift Station #23  
 Bid No.: 2016-97  
 Date Opened: September 06, 2016 @ 3:00 p.m.

			Synergy Builders of Texas Edinburg, TX		Hector Balderas, LLC Donna, TX		JDE Construction McAllen, TX	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		<b>Base Bid:</b>						
1	1 LUMP SUM	Block Wall and Concrete Columns for Lift Station #23, Located at 124 East Alberta Rd. (See Attached Plans for Specifications)	\$ 16,125.00	\$ 16,125.00	\$23,335.00	\$ 23,335.00	\$ 22,308.00	\$ 22,308.00
		<b>Add Alternate No. 1:</b>						
2	1 LUMP SUM	Planters, Including Specified Trees and Plants (See Attached Plans for Specifications)	\$ 5,375.00	\$ 5,375.00	\$ 3,396.60	\$ 3,396.60	No Bid	No Bid
		<b>Add Alternate No. 2:</b>						
3	1 LUMP SUM	Concrete Walkway (See Attached Plans for Specifications)	\$ 2,500.00	\$ 2,500.00	\$ 3,360.00	\$ 3,360.00	\$ 12,000.00	\$ 12,000.00
<b>SUB TOTAL AMOUNT .....</b>				\$ 24,000.00		\$ 30,091.60		\$ 34,308.00
<b>LESS DISCOUNT .....</b>								
<b>TOTAL AMOUNT .....</b>				\$ 24,000.00		\$ 30,091.60		\$ 34,308.00
<b>DELIVERY .....</b>								
<b>EMERGENCY RESPONSE .....</b>								

**RECOMMENDATION:**

Award: Bid No. 2016-97 Lift Station Beautification Project - Lift Station #23, to Synergy Builders of Texas, the lowest bidder meeting specifications, in the amount of \$24,000.

Department: Utilities/WWTP  
 Budgeted Amount Available: \$0.00  
 Additional Funds Required: \$24,000.00  
 Prepared By: Monica L Perez, Admin Assistant

**DISCLAIMER:**

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

## BID RECOMMENDATION FORM

Title: Lift Station Beautification Project - Lift Station #23

Bid No.: 2016-97

Date Opened: September 06, 2016 @ 3:00 p.m.

			American Industrial Constructors Edinburg, TX		JMJ Constructors McAllen, TX			
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
		<b>Base Bid:</b>						
1	1	LUMP SUM Block Wall and Concrete Columns for Lift Station #23, Located at 124 East Alberta Rd. (See Attached Plans for Specifications)	\$ 12,039.50	\$ 12,039.50	\$27,045.00	\$ 27,045.00		
		<b>Add Alternate No. 1:</b>						
2	1	LUMP SUM Planters, Including Specified Trees and Plants (See Attached Plans for Specifications)	\$ 12,039.50	\$ 12,039.50	\$ 6,050.00	\$ 6,050.00		
		<b>Add Alternate No. 2:</b>						
3	1	LUMP SUM Concrete Walkway (See Attached Plans for Specifications)	\$ 12,039.50	\$ 12,039.50	\$ 3,500.00	\$ 3,500.00		
		<b>SUB TOTAL AMOUNT .....</b>		\$ 36,118.50		\$ 36,595.00		
		<b>LESS DISCOUNT .....</b>						
		<b>TOTAL AMOUNT .....</b>		\$ 36,118.50		\$ 36,595.00		
		<b>DELIVERY .....</b>						
		<b>EMERGENCY RESPONSE .....</b>						

**RECOMMENDATION:**

Award: Bid No. 2016-97 Lift Station Beautification Project - Lift Station #23, to Synergy  
Builders of Texas, the lowest bidder meeting specifications, in the amount of \$24,000.

Department: Utilities/WWTP

Budgeted Amount Available: \$0.00

Additional Funds Required: \$24,000.00

Prepared By: Monica L Perez, Admin Assistant

**DISCLAIMER:**

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



THE CITY OF  
**EDINBURG**  
NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, September 06, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

**BID NO. 2016-97**  
**LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact Mr. Arturo Martinez, Director of Utilities at (956) 388-8212.

If Hand-delivering Bids: 415 West University Drive,  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg  
C/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



## CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

### DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

### PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

**INSTRUCTIONS TO BIDDERS (Continued):**

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AWARD**

For purposes of this project, award will be contingent on approval of budget.

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

**SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

**TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

**INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

**INSTRUCTIONS TO BIDDERS (Continued):**

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation Employer's Liability	Statutory Coverage Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury  Property Damage	\$100,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

## **INSTRUCTIONS TO BIDDERS (Continued):**

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

**BID NO. 2016-97**

**BID OPENING DATE: September 06, 2016 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23.**

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

The beautification project shall include a new concrete walkway, block wall, and landscaping. This lift station is located at 124 E. Alberta Road and South Closner. See plans attached.



**BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):**

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

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CITY OF EDINBURG  
 BID FORM FOR  
 LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> OTHER
<input type="checkbox"/> DEALER/LOCAL	_____
Specify	
CONTRACT NUMBER: <u>N/A</u>	COMMODITY NUMBER: <u>N/A</u>
(if applicable)	(if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>10,125.<sup>00</sup></u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>5,375.<sup>00</sup></u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>2,500.<sup>00</sup></u>
		TOTAL	\$ <u>27,000.<sup>00</sup></u>

**BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):**

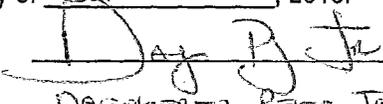
*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy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

Does the Company have an office located in Edinburg, Texas? Yes  No

Has the Company ever conducted business with the City of Edinburg? Yes  No

Respectfully submitted this 6 day of SEPT., 2016.

SIGNATURE:



TYPE/PRINT NAME:

DAGOBERTO PEREZ JR.

TITLE:

MANAGING MEMBER

COMPANY:

SYNERGY BUILDERS OF TEXAS.

ADDRESS:

PO BOX 4292

EDINBURG, TX 78540

TELEPHONE NO.:

956-222-6624

FAX NO.:

EMAIL:

ESTIMATING@SYNERGYBUILDERSOFTEXAS.COM



City of Edinburg  
 Attn: Purchasing Department  
 415 West University Drive  
 Edinburg, Texas 78541

Thank you for providing Synergy Builders of Texas the opportunity to submit a response to the Request for Bid No.: 2016-97. We are confident that our experience and our project management methodologies will address all of the requirements that are specified in your Bid. We hope to be given the opportunity to ultimately exceed your expectations while delivering the pricing, workmanship, detail, and customer service that differentiate Synergy Builders of Texas from other providers.

Although Synergy Builders of Texas is new to the industry, its team has over 25 years of combined construction and engineering experience. Given the opportunity, the Synergy team is fully prepared to handle the project in the most professional and expeditious manner.

Once again, we thank you for the opportunity and we are confident that we have proposed the requirements necessary to complete the project.

Please contact me with any questions, and we look forward to working with you.

Respectfully Submitted,

A handwritten signature in black ink that reads "Dagoberto Perez, Jr."

Dagoberto Perez, Jr.  
 Managing Member  
 Synergy Builders of Texas  
 Tel. 956-222-6624  
 Email: [estimating@synergybuildersoftexas.com](mailto:estimating@synergybuildersoftexas.com)

**CITY OF EDINBURG  
 BID FORM FOR  
 LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	Specify
CONTRACT NUMBER: _____ (if applicable)      COMMODITY NUMBER: _____ (if applicable)	

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>23,335.00</u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>3,396.60</u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>3,360.00</u>
		TOTAL	\$ <u>30,091.60</u>

**BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):**

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

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No

Respectfully submitted this 06 day of september, 2016.

SIGNATURE:

  
\_\_\_\_\_

TYPE/PRINT NAME:

Hector Balderas  
\_\_\_\_\_

TITLE:

President/Owner  
\_\_\_\_\_

COMPANY:

Hector Balderas LLC  
\_\_\_\_\_

ADDRESS:

927 W Expressway 83  
\_\_\_\_\_

Donna Texas 78537  
\_\_\_\_\_

TELEPHONE NO.:

956-461-2820  
\_\_\_\_\_

FAX NO.:

None  
\_\_\_\_\_

EMAIL:

hbalderasusamex@hotmail.com  
\_\_\_\_\_

**BID BOND**

Bond No. CNB-22695-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hector Balderas, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for  
2016-97,Lift Station Beautification Project - Lift Station #23

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 6th day of September, 2016.

Principal:  
Hector Balderas, LLC (Seal)

By: [Signature]  
(title)

Surety:  
INSURORS INDEMNITY COMPANY (Seal)

By: [Signature]  
Omar Villarreal, Attorney-in-Fact

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683  
Waco, TX 76702-2683  
Or  
225 South Fifth Street  
Waco, TX 76701

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 at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

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

### ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683  
Waco, TX 76702-2683  
O  
225 South Fifth Street  
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-22695-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Omar Villarreal of the City of San Benito, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

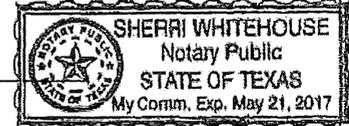
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Whitehouse  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 6th day of September, 2016.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT [CONFIRMATION@INSURORSINDEMNITY.COM](mailto:CONFIRMATION@INSURORSINDEMNITY.COM).

COPY

CITY OF EDINBURG  
BID FORM FOR  
LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

CHECK ONE

- BUYBOARD     HGAC     TXMAS     DEALER/LOCAL
- TX DIR         TFC         OTHER \_\_\_\_\_

Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>22,308.00</u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>N/A no Bid.</u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>12,000.00</u>
		TOTAL	\$ <u>34,308.00</u>

BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):

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

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No

Has the Company ever conducted business with the City of Edinburg? Yes  No \_\_\_\_\_

Respectfully submitted this 2 day of September, 2016.

SIGNATURE:

[Signature]

TYPE/PRINT NAME:

Simon Albano Jr.

TITLE:

Owner

COMPANY:

JAE Construction

ADDRESS:

2305 Brazos Ave.

McAllen Tx. 78504

TELEPHONE NO.:

956-212-7132 - 956-536-6766

FAX NO.:

\_\_\_\_\_

EMAIL:

jdecow63@yahoo.com

**CITY OF EDINBURG  
 BID FORM FOR  
 LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

**CHECK ONE**

BUYBOARD   
  HGAC   
  TXMAS   
  DEALER/LOCAL  
 TX DIR   
  TFC   
  OTHER \_\_\_\_\_  
Specify

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(if applicable) (if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>12,039.50</u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>12,039.50</u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>12,039.50</u>
		TOTAL	\$ <u>36,118.5</u>

FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):

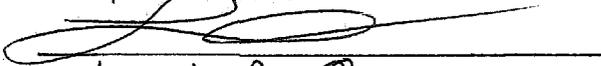
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy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

Does the Company have an office located in Edinburg, Texas? Yes  No

Has the Company ever conducted business with the City of Edinburg? Yes  No

Respectfully submitted this 6 day of September, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Levi B. Quiroz

TITLE:

Project Manager

COMPANY:

American Industrial Constructors

ADDRESS:

2120 E Richardson Rd

Edinburg, Texas 78542

TELEPHONE NO.:

956-578-9910

FAX NO.:

\_\_\_\_\_

EMAIL:

quirozLevi@yahoo.com



# Western Surety Company

**BID BOND**  
(Percentage)

Bond Number: 71824431

KNOW ALL PERSONS BY THESE PRESENTS, That we Roberto Quiroz dba American Industrial Constructors of 2120 E. Richardson Rd., Edinburg, TX 78542, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Edinburg of 415 W. University Drive, Edinburg, TX 78541, hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Lift Station Beautification  
- Lift Station #24

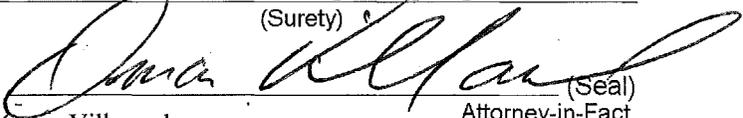
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of September, 2016.

Roberto Quiroz dba American Industrial Constructors  
(Principal)

By \_\_\_\_\_ (Seal)

Western Surety Company  
(Surety)

By  (Seal)  
Omar Villarreal Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71824431

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Omar Villarreal

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Roberto Quiroz dba American Industrial Constructors

Obligee: City of Edinburg

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

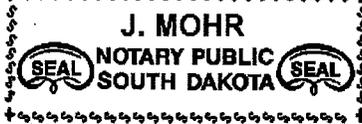
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 23, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate secretary, Paul T. Bruflat, on this 6th day of September, 2016.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 6th day of September, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr  
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of September, 2016.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



**CITY OF EDINBURG  
 BID FORM FOR  
 LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	Specify
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	<u>\$27,045.00</u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	<u>\$6,050.00</u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	<u>\$3,500.00</u>
		TOTAL	<u>\$36,595.00</u>

BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):

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

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No

Has the Company ever conducted business with the City of Edinburg? Yes  No \_\_\_\_\_

Respectfully submitted this 6 day of September, 2016.

SIGNATURE:

[Handwritten Signature]

TYPE/PRINT NAME:

Jose L. Diaz

TITLE:

President

COMPANY:

JMJ Constructors

ADDRESS:

5517 S. 29th St.

No. Allen, TX. 78503

TELEPHONE NO.:

956 522-5904

FAX NO.:

\_\_\_\_\_

EMAIL:

jmsconstructors@gmail.com

THE STATE OF TEXAS § CONTRACT FOR BID NO. 2016-97, LIFT STATION  
COUNTY OF HIDALGO § BEAUTIFICATION PROJECT – LIFT STATION #23  
SERVICE CONTRACT § BETWEEN THE CITY OF EDINBURG AND SYNERGY  
BUILDERS OF TEXAS

The **City of Edinburg** (hereinafter called “City”), and **Synergy Builders of Texas**, (herein called “Contractor”), entered into an agreement for Bid No. 2016-97, Lift Station Beautification Project – Lift Station #23 (hereinafter called “Project”)

### **RECITALS**

**WHEREAS**, the City desires to engage the Contractor for certain services in connection therewith; and,

**WHEREAS**, Contractor represents that it has the knowledge, ability, and personnel to properly provide services needed by the City;

**NOW, THEREFORE**, the City and Contractor do mutually agree as follows:

### **SECTION I** **EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the following basic services as stated in the in this agreement and Bid No. 2016-97 Notice to Bidders and Bid Form attached as Exhibit “A”. Upon receipt of such satisfactory services, City agrees to pay Contractor as stated in this agreement.

### **SECTION II** **BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to perform the work in connection therewith, under the terms of this agreement and Notice to Bidders and Bid Proposal Form attached as Exhibit “A”. Specifically, the contractor agrees to construct a block wall and concrete columns, install planters including specified trees and construct a concrete walkway for Lift Station #23 located at 124 E. Alberta Road.

### **SECTION III** **TIME OF PERFORMANCE**

The Project shall be completed upon request of the City and within the period of thirty (30) calendar days from the date of the Notice to Proceed. Contractor and City shall not be liable for any delay due to circumstance beyond their control.

**SECTION IV**  
**STANDARD OF PERFORMANCE**

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

**SECTION V**  
**TERMS OF PAYMENT**

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in unit price amounts set forth in the Bid Proposal forms(s). The total compensation to the Contractor shall be the amount of **Twenty-Four Thousand Dollars and Zero Cents (\$24,000), which includes the Base Bid, Add Alternate No. 1 and Add Alternate No. 2.**
- B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City regulations. Application for Payment will be processed by the Department of Public Works and the Utilities Department.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders in accordance with City's Code of Ordinance and applicable sections of Texas Local Government Code and Texas Government Code before making the changes.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF COMPLETION**

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein. Accordingly, instead of requiring any such proof, the City and the Contractor agree that not, as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each day that expires after the time specified in Section III herein the amount corresponding below:

<b><u>FOR AMOUNT OF CONTRACT</u></b>	<b><u>COST PER DAY</u></b>
\$ 5,000.00 to \$ 25,000.00	\$100.00
\$ 25,001.00 to \$ 100,000.00	\$200.00
\$ 100,001.00 to \$ 500,000.00	\$250.00
\$ 500,001.00 to \$1,000,000.00	\$300.00
\$1,000,001.00 to \$2,000,000.00	\$400.00
\$2,000,001.00 to \$3,000,000.00	\$500.00
\$3,000,001.00 to \$4,000,000.00	\$600.00
\$4,000,001.00 to \$5,000,000.00	\$700.00
\$5,000,001.00 and over	\$800.00

**SECTION VII**  
**SCHEDULE REQUIREMENTS**

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

**SECTION VIII**  
**WRITTEN NOTICE OF ISSUE**

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

**SECTION IX**  
**NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the City or his agents.

**SECTION X**  
**UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure himself that the site conditions are satisfactory for the work contemplated.

**SECTION XI**  
**DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS**

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this contractor shall look solely for relief to such other contractors and shall not make claim against City.

**SECTION XII**  
**CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice to Bidders
- Addenda
- Instructions to Bidders
- Bid Proposal Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Agreement for Engineering/Architectural Construction
- Drawings
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order as provided by the City.

### **SECTION XIII ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **SECTION XIV NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

### **SECTION XV MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Workers Compensation-  
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident: \$100,000 each accident  
Bodily Injury by Disease: \$100,000 each employee  
\$500,000 policy limits

C. Comprehensive General Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 aggregate

-or- \$500,000 combined single limits

D. Comprehensive Auto Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

E. City's Protective Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

**SECTION XVI**  
**TERMINATION OF CONTRACT**

In addition to any other terminate clause in this agreement, either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.

**SECTION XVII**  
**SEVERABILITY**

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

**SECTION XVIII**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XIX**  
**NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XX**  
**HOLD HARMLESS CLAUSE**

Contractor hereby agrees to indemnify and hold harmless and defend Lessor, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

**SECTION XXI**  
**MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa City Manager  
City of Edinburg  
415 W. University Dr.  
Edinburg, Texas 78540  
Phone: (956)383-5661  
Fax: (956)383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

BY: \_\_\_\_\_  
City Attorney

**SYNERGY BUILDERS OF TEXAS**

BY: \_\_\_\_\_  
Dagoberto Perez, Jr., Managing Member  
P.O. Box 4292  
Edinburg, Texas 78540  
Phone: (956) 222-6624

**Attachments: Exhibit "A" Notice to Bidders and Bid Proposal Form  
Exhibit "B" Certificate of Insurance**

**Exhibit “A”**



THE CITY OF  
**EDINBURG**  
NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, September 06, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

**BID NO. 2016-97**  
**LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this bid, please contact Mr. Arturo Martinez, Director of Utilities at (956) 388-8212.

If Hand-delivering Bids: 415 West University Drive,  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg  
C/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



## CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

### DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

### PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

**INSTRUCTIONS TO BIDDERS (Continued):**

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AWARD**

For purposes of this project, award will be contingent on approval of budget.

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

**SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

**TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

**INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

**INSTRUCTIONS TO BIDDERS (Continued):**

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation Employer's Liability	Statutory Coverage Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury  Property Damage	\$100,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury  Property Damage	\$250,000 each person/\$500,000 each occurrence  \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

## **INSTRUCTIONS TO BIDDERS (Continued):**

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG  
REQUEST FOR BIDS FOR  
LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

The beautification project shall include a new concrete walkway, block wall, and landscaping. This lift station is located at 124 E. Alberta Road and South Closner. See plans attached.

**CITY OF EDINBURG  
 BID FORM FOR  
 LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23**

BID NO. 2016-97

BID OPENING DATE: September 06, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

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

<b><u>CHECK ONE</u></b>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> OTHER
<input type="checkbox"/> DEALER/LOCAL	_____
Specify	
CONTRACT NUMBER: <u>N/A</u>	COMMODITY NUMBER: <u>N/A</u>
(if applicable)	(if applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	LUMP SUM.	BASE BID: BLOCK WALL AND CONCRETE COLUMNS FOR LIFT STATION #23, LOCATED AT 124 EAST ALBERTA RD. (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>10,125.<sup>00</sup></u>
2	LUMP SUM	ADD ALTERNATE NO. 1: PLANTERS, INCLUDING SPECIFIED TREES AND PLANS (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>5,375.<sup>00</sup></u>
3	LUMP SUM	ADD ALTERNATE NO. 2: CONCRETE WALKWAY (SEE ATTACHED PLANS FOR SPECIFICATIONS)	\$ <u>2,500.<sup>00</sup></u>
		TOTAL	\$ <u>27,000.<sup>00</sup></u>

**BID FORM FOR LIFT STATION BEAUTIFICATION PROJECT - LIFT STATION #23 (Continued):**

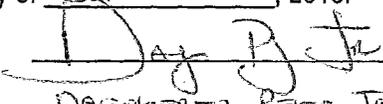
*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy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

Does the Company have an office located in Edinburg, Texas? Yes  No

Has the Company ever conducted business with the City of Edinburg? Yes  No

Respectfully submitted this 6 day of SEPT., 2016.

SIGNATURE:



TYPE/PRINT NAME:

DAGOBERTO PEREZ JR.

TITLE:

MANAGING MEMBER

COMPANY:

SYNERGY BUILDERS OF TEXAS.

ADDRESS:

PO BOX 4292

EDINBURG, TX 78540

TELEPHONE NO.:

956-222-6624

FAX NO.:

EMAIL:

ESTIMATING@SYNERGYBUILDERSOFTEXAS.COM



City of Edinburg  
 Attn: Purchasing Department  
 415 West University Drive  
 Edinburg, Texas 78541

Thank you for providing Synergy Builders of Texas the opportunity to submit a response to the Request for Bid No.: 2016-97. We are confident that our experience and our project management methodologies will address all of the requirements that are specified in your Bid. We hope to be given the opportunity to ultimately exceed your expectations while delivering the pricing, workmanship, detail, and customer service that differentiate Synergy Builders of Texas from other providers.

Although Synergy Builders of Texas is new to the industry, its team has over 25 years of combined construction and engineering experience. Given the opportunity, the Synergy team is fully prepared to handle the project in the most professional and expeditious manner.

Once again, we thank you for the opportunity and we are confident that we have proposed the requirements necessary to complete the project.

Please contact me with any questions, and we look forward to working with you.

Respectfully Submitted,

A handwritten signature in black ink that reads "Dagoberto Perez, Jr." in a cursive style.

Dagoberto Perez, Jr.  
 Managing Member  
 Synergy Builders of Texas  
 Tel. 956-222-6624  
 Email: [estimating@synergybuildersoftexas.com](mailto:estimating@synergybuildersoftexas.com)

**Exhibit “B”**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

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

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

<b>PRODUCER</b> McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	<b>CONTACT NAME:</b> Mindy Rivera <b>PHONE (A/C No. Ext):</b> (956) 565-2481 <b>E-MAIL ADDRESS:</b> mindy@mcafeeagency.com	<b>FAX (A/C, No):</b> (956) 565-2733
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Synergy Builders of Texas	<b>INSURER A:</b> Western World Ins. Co.	
	<b>INSURER B:</b> Texas Mutual Ins. Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 GL& WC      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NPP8343512	5/10/2016	5/10/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						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
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PER STATUTE    OTH-ER
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001306044	5/11/2016	5/11/2017	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)

<b>CERTIFICATE HOLDER</b>  City of Edinburg 415 West University Drive Edinburg, TX 78541	<b>CANCELLATION</b>  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  Richard Garza/MIN 
--	---

**TEXAS LIABILITY INSURANCE CARD**



**ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**

**DAGOBERTO AND DELMA Q PEREZ  
219 N MISSOURI ST  
ALTON, TX, 78573**

**NAIC# 29688  
AGENT/PHONE  
BRENDA GOMEZ  
(956) 322 - 4717**

<b>CONTROL NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>
838091329	08/08/16	10/07/16
<b>YEAR / MAKE / MODEL</b>	<b>VEHICLE ID NUMBER</b>	<b>INSURED DRIVERS</b>
2010 FORD TRUCKS F150 2WD	1FTEW1C84AKA48554	DAGOBERTO DELMA

**IF YOU HAVE QUESTIONS, CALL (800) 255-7828**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

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<b>PRODUCER</b> McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	<b>CONTACT NAME:</b> Mindy Rivera <b>PHONE (A/C, No, Ext):</b> (956) 565-2481 <b>E-MAIL ADDRESS:</b> mindy@mcafeeagency.com		<b>FAX (A/C, No):</b> (956) 565-2733
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Synergy Builders of Texas	<b>INSURER A:</b> Western World Ins. Co.		
	<b>INSURER B:</b> Texas Mutual Ins. Co.		
	<b>INSURER C:</b>		
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NPP8343512	5/10/2016	5/10/2017	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001306044	5/11/2016	5/11/2017	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
							E.L. DISEASE - POLICY LIMIT	\$

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	AUTHORIZED REPRESENTATIVE  Richard Garza/MIN 

**TEXAS LIABILITY INSURANCE CARD**



**ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**

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This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**Central Fence & Supply LTD**  
504 E. Ferguson  
Pharr, Texas 78577

**Hurricane Fence Co.**  
3440 Spur Street  
Harlingen, Texas 78552

**Champion Services**  
2512 Upas  
McAllen, Texas 78501

**Heavy Duty Fencing Work**  
1010 North Border Avenue  
Weslaco, Texas 78596

**Rio Grande Steel**  
P.O. Box 5178  
McAllen, Texas 78502

**City Fence & Supplies**  
P.O. Box 5178  
McAllen, Texas 78502

**Hurricane Fence Co.**  
P.O. Box 29  
Harlingen, Texas 78551

**Excellent Fence**  
P.O. Box 1093  
Mission, Texas 78573

**Liberty Fence**  
P.O. Box 4857  
McAllen, Texas 78502

**Cedar Fence 4 Less**  
1012 Miracle Lane  
Mission, TX 78572

**Deluna Fence & Iron Work**  
908 N. Bridge  
Hidalgo, Texas 78557

**Perez Fence, Inc.**  
P.O. Box 4229  
Mission, Texas 78572

**Zarsky Lumber Co.**  
700 S. Bicentennial Blvd.  
McAllen, Texas 78501

**JDE Construction**  
2305 Brazos Ave.  
McAllen, Texas 78504

**Richard's Fence Co.**  
302 W. Expressway 83, Ste. C  
San Juan, TX 78589

**All Star Fence Supply &  
Manufacturing**  
P.O. Box 463  
Elsa, TX 78543

**Robles Fence**  
703 N. Los Ebanos Rd.  
Mission, TX 78572

**Garza's Fence & Supply**  
P.O. Box 1480  
Elsa, TX 78543

**Perez Fence, Inc.**  
P.O. Box 4229  
Mission, Texas 78573

**Jerome Masonry, LLC**  
2704 Valencia Ave.  
Mission, Texas 78574

**J.M. Construction**  
3701 Jade St.  
Weslaco, Texas 78596

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Amending the Award of RFQ 2016-003, Professional Engineering Services & Project Management Services to the Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N Longoria, P.E., C.F.M., Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Professional Engineering Services & Management Services. On occasion the City of Edinburg requires Engineering Services and Project Management on City projects which do require a specific engineering specialty.

The qualified firm(s) selected should be experienced in the field of Engineering, having experience in the design road and pavement signage, traffic signals, hydrology and hydraulics, utilities infrastructure, water and wastewater infrastructure, as well as other related civil and structural improvements and design. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of thirty two (32) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

AEC Engineering, LLC.	Melden & Hunt Inc.
B2Z Engineering, LLC.	Naismith Engineering, Inc.
Cortran Engineering, PLLC	Perez Consulting Engineers
Cruz-Hogan Consultants, Inc.	Quintanilla Headley and Associates, Inc.
Dannenbaum Engineering Company	R. Gutierrez Engineering Corporation
DBR Engineering	REGG Engineering & Surveying
Doucet & Associates, Inc.	RO Engineering, PLLC
ERO International, LLC.	S & B Infrastructure Ltd.
Gonzalez + De La Garza & Associates	SAMES, Inc.
Guzman & Munoz Eng. and Surveying, Inc.	SDI Engineering, LLC.
Half Associates, Inc.	South Texas Infrastructure Group, L.L.C.
Hinojosa Engineering, Inc.	STRADA Engineering and Consulting, LLC.
International Consulting Engineers	SWG Engineering, LLC
KSA Engineers, Inc.	TEDSI Infrastructure Group, Inc.
LeFevre Engineering & Management Consulting	VG Vanguard Engineering, LLC.
LNV, Inc.	WK Engineering

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will be in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign tasks as projects arise.

On September 6, 2016 City Council awarded RFQ 2016-006 to Cortran Engineering, PLLC, Dannenbaum Engineering Company, LeFevre Engineering & Management Consulting, LNV, Inc. South Texas Infrastructure Group, LLC, and Tedsi Infrastructure Group, Inc., and at this time City Council wishes to amend said award.

**RECOMMENDATION:**

Approve Amending the Award of RFQ 2016-003, Professional Engineering Services & Project Management Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**  
Tomas D. Reyna, Assist  
Director of Public Work

/s/Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa/  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ponciano N. Longoria  
P.E., CFM  
Ponciano N. Longoria P  
CFM  
Director of Public Work

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



## **REQUEST FOR QUALIFICATIONS**

**RFQ# 2016-003  
ENGINEERING &  
PROJECT MANAGEMENT  
SERVICES**

**SUBMITTAL DEADLINE  
MONDAY,  
JULY 18, 2016  
@ 3:00 PM**



**2015-2016  
City Officials**

Richard H. Garcia, Mayor  
Richard Molina, Mayor Pro-Tem  
David Torres., Councilmember  
J.R. Betancourt, Councilmember  
Homer Jasso Jr., Councilmember  
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES

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SCOPE OF SERVICES ..... 9

CONTRACT ..... 10

SUBMITTAL REQUIREMENTS ..... 10

SELECTION PROCESS ..... 11

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT ..... 13



T H E C I T Y O F  
**EDINBURG**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

**RFQ # 2016-003**  
**ENGINEERING & PROJECT MANAGEMENT SERVICES**

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive  
C/o City Secretary Department  
(1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## **PURPOSE**

The purpose of these solicitation documents is to execute a Professional Services Contract for:

### **RFQ # 2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES**

## **INTENT**

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFQ**

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg  
C/o City Secretary

P.O. Box 1079  
Edinburg, Texas 78540-1079

#### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

#### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

#### **ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

#### **AWARD**

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

#### **NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

#### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

#### **ALTERATIONS/AMENDMENTS TO RFQ**

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

#### **NO RESPONSE TO RFQ**

If unable to submit a RFQ, respondent should return inquiry giving reasons.

#### **LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

#### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

## **SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **ENGINEERING & PROJECT MANAGEMENT SERVICES** as specified.

## **RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## **INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

## **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

## **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for **"ENGINEERING & PROJECT MANAGEMENT SERVICES"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's: 415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS): City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFQs: City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFQ PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFQ**

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering and project management services. The term of the contract will be two (2) years from 10/01/2016 – 09/30/2018. The work will be assigned on an as-needed basis for a variety of capital improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

## SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies

- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

## CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

## PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

## SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for

the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

## SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ’s for any reason whatsoever. The City may waive informalities or irregularities in the RFQ’s received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ’s.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

#### CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or [plongoria@cityofedinburg.com](mailto:plongoria@cityofedinburg.com).

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **ENGINEERING & PROJECT MANAGEMENT SERVICES**.

STATE OF TEXAS           §                   **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND NAME OF COMPAMY FOR  
COUNTY OF HIDALGO   §                   ENGINEERING & PROJECT MANAGEMENT  
CITY OF EDINBURG       §                   SERVICES**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY.(hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Engineering, Project Management Services, and other as-needed services as stated in **Exhibit “D”**; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith:

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II  
BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

**SECTION III  
RESPONSIBILITY OF THE CITY**

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

**SECTION IV**  
**RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Engineering Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

## **SECTION V**

### **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
  - 1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

**SECTION XII**  
**CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

### **SECTION XIII SEVERABILITY**

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

### **SECTION XIV NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

### **SECTION XV NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

### **SECTION XVI SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

### **SECTION XVII MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" Insurance  
Exhibit "C" Proposal  
Exhibit "D" RFQ 2016-003

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

## **SCOPE OF WORK:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals

- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT “D” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

STATE OF TEXAS	§	<b>AGREEMENT BETWEEN THE CITY OF EDINBURG AND <u>NAME OF COMPANY</u> FOR ENGINEERING &amp; PROJECT MANAGEMENT SERVICES PURSUANT TO RFQ NO. 2016-003</b>
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY.(hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the Consultant was selected for the City’s rotation list for qualified engineering and project management services described in Scope of Work and RFQ No. 2016-003, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

**WHEREAS**, the Consultant shall provide such engineering and project management services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith.

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II  
BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any

subsequently assigned Job Task Order(s) agreed to by the City and the Consultant. City shall provide Consultant with authorization to proceed, after execution of this agreement.

### **SECTION III** **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

### **SECTION IV** **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Services, more specifically described in **Exhibits "A", Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

#### **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence

2. Property Damage
  - \$100,000 each occurrence
  - \$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
  1. Bodily Injury
    - \$100,000 each person
    - \$500,000 each occurrence
  2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 aggregateor \$500,000 combined single limits
- D. City's Protective Liability
  1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 each aggregateor \$500,000 combined single limits
- E. Professional Liability
  1. Professional
    - \$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

## **SECTION IX** **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

## **SECTION XII** **CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

## **SECTION XIII** **SEVERABILITY**

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

## **SECTION XIV** **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

## **SECTION XV** **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVI**  
**SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XVII**  
**MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" RFQ 2016-003  
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

## **SCOPE OF WORK:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals

- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Amending the Award of RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contact with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Land Surveying Services. In certain instances the City of Edinburg requires Land Surveying Services for Construction projects and right-of-way acquisition projects, as well as other City business.

The qualified firm(s) selected should be experienced in the field of surveying and be a Professional Land Surveyor. The experienced firm should have general surveying experience and be able to perform land (boundary) surveys and platting, topographic surveys, land title surveys, and construction surveying among others. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of fifteen (15) Requests for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

- |   |   |
|---|---|
| Aranda & Associates, Inc.               | Melden & Hunt Inc.                      |
| Civil Design Services, Inc.             | Quintanilla Headley and Associates Inc. |
| Dannenbaum Engineering Company          | R. Gutierrez Engineering Corporation    |
| Guzman & Munoz Eng. and Surveying, Inc. | R.O.W. Surveying Services, L.L.C.       |
| Half Associates Inc.                    | REGG Engineering & Surveying            |
| Hinojosa Engineering Inc.               | S & B Infrastructure, Ltd.              |
| JMC Surveying                           | SAMES Engineering & Surveying           |
| LNV Inc.                                |   |

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm

(s) and assign task orders as projects arise.

On September 6, 2016 City Council awarded RFQ 2016-005 to Aranda & Associates, Dannenbaum Engineering Co., LNV Inc., Quintanilla Headley and Associates, R.O.W. Surveying Services., and SAMES Engineering & Surveying. At this time City Council wishes to amend said award.

**RECOMMENDATION:**

Approve Amending the Award of RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City’s Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**

Tomas D. Reyna,  
Assistant Director of  
Public Works

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ponciano N. Longoria, P.E., CFM  
Ponciano N. Longoria  
PE, CFM  
Director of Public  
Works

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED** \_\_\_\_\_  
**DISAPPROVED** \_\_\_\_\_  
**TABLED** \_\_\_\_\_  
**NO ACTION** \_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R. Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



## **REQUEST FOR QUALIFICATIONS**

**RFQ# 2016-005  
LAND SURVEYING  
SERVICES**

**SUBMITTAL DEADLINE  
MONDAY,  
JULY 18, 2016  
@ 3:00 PM**



**2015-2016  
City Officials**

Richard H. Garcia, Mayor  
Richard Molina, Mayor Pro-Tem  
David Torres., Councilmember  
J.R. Betancourt, Councilmember  
Homer Jasso Jr., Councilmember  
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
RFQ #2016-005 LAND SURVEYING SERVICES

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SELECTION PROCESS ..... 13

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT ..... 16



T H E C I T Y O F  
**EDINBURG**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

**RFQ # 2016-005**  
**LAND SURVEYING SERVICES**

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive  
C/o City Secretary Department  
(1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## **PURPOSE**

The purpose of these solicitation documents is to execute a Professional Services Contract for:

### **RFQ # 2016-005 LAND SURVEYING SERVICES**

## **INTENT**

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFQ**

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

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Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg  
C/o City Secretary

P.O. Box 1079  
Edinburg, Texas 78540-1079

**TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

**STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFQ**

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFQ**

If unable to submit a RFQ, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

**PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

## **SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **LAND SURVEYING SERVICES** as specified.

## **RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## **INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

## **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

## **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "**LAND SURVEYING SERVICES**". **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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P.O. Box 1079  
Edinburg, Texas 78540-1079

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFQ PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

**AUTHORIZATION TO BIND RESPONDENT TO RFQ**

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified licensed commercial and residential land and topographical surveying services. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services: surveying and topographical of commercial and residential property and other informational interests and purposes by the City. Generally, the selected surveyor(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The City of Edinburg reserves the right to issue multiple awards under this solicitation as deemed in its own best interests. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

## SCOPE OF SERVICES

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City Land Surveying Services on an "as needed" basis. The services to be performed may include topographic, boundary, platting preliminary, and all other necessary land surveying tasks, as specified by the City. The services may be requested by City on a project-to-project basis, which may require from one (1) day to several months to complete. Generally, the selected Surveyor(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

The scope of services covers the requirements of licensed surveyor (s) to assist The City of Edinburg in land and topographical surveying of various properties on an "as needed" basis.

The Surveyor shall perform at a minimum the following tasks:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest ½. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.

9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.
15. Reconciliation or Explanation of Any Discrepancies between Survey and Recorded Legal Description.
16. Title Searches and Title Reports
17. Right of Way Acquisitions

#### TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.

11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.
15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
21. Show Existence or Non-Existence of Any Encroachments and Right Of Way.
22. The Written Legal Description of the Property and Exhibit(S) For Recording Purpose.
23. Provide An Area Measurement Within Boundary Lines.
24. Easements – All Utility, City And Private Easements Shall Be Shown And Labeled.
25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.

29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.
32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

## **CONTRACT**

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

## **PAYMENT**

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

## SUBMITTAL REQUIREMENTS

Land Surveying Services Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

## SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one

best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

- |    |   |           |
|----|---|-----------|
| a. | Overall Qualification of Team           | 40 points |
| b. | Previous Experience with City           | 10 points |
| c. | Ability to meet Schedules and Deadlines | 30 points |
| d. | Stability and References                | 15 points |
| e. | Presentation                            | 5 points  |

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

## CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or [plongoria@cityofedinburg.com](mailto:plongoria@cityofedinburg.com).

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **LAND SURVEYING SERVICES**.

STATE OF TEXAS           §                   **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND NAME OF COMPANY FOR  
LAND SURVEYING SERVICES**

COUNTY OF HIDALGO   §

CITY OF EDINBURG     §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY.(hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional land surveying services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith:

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II**  
**BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

**SECTION IV**  
**RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Land Surveying Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

## **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
  - 1. Bodily Injury
    - \$100,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

**SECTION XII**  
**CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

### **SECTION XIII SEVERABILITY**

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

### **SECTION XIV NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

### **SECTION XV NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

### **SECTION XVI SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

### **SECTION XVII MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" Insurance  
Exhibit "C" Proposal  
Exhibit "D" RFQ 2016-005

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

## **SCOPE OF WORK:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-005 Land Surveying Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest ½. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.
9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.

15. Reconciliation or Explanation of Any Discrepancies between Survey and Recorded Legal Description.
16. Title Searches and Title Reports
17. Right of Way Acquisitions

TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.
11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.

15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
21. Show Existence or Non-Existence of Any Encroachments and Right Of Way.
22. The Written Legal Description of the Property and Exhibit(S) For Recording Purpose.
23. Provide An Area Measurement Within Boundary Lines.
24. Easements – All Utility, City And Private Easements Shall Be Shown And Labeled.
25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.
29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.

32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT “D” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

STATE OF TEXAS           §                   **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND NAME OF COMPANY FOR  
LAND SURVEYING SERVICES PURSUANT  
TO RFQ NO. 2016-005**

COUNTY OF HIDALGO   §

CITY OF EDINBURG     §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY, (hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the Consultant was selected for the City’s rotation list for qualified land surveying services described in Scope of Work and RFQ No. 2016-005, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

**WHEREAS**, the Consultant shall such land surveying services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional surveying services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith.

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II  
BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant.

City shall provide Consultant with authorization to proceed, after execution of this agreement.

### **SECTION III** **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

### **SECTION IV** **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Land Surveying Services, more specifically described in **Exhibits "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

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City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
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In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this

contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.

- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

## **SECTION XII CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

## **SECTION XIII SEVERABILITY**

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

## **SECTION XIV NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

## **SECTION XV NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVI**  
**SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XVII**  
**MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_

Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

Attachments: Exhibit "A" Scope of Work  
Exhibit "B" RFQ 2016-005  
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

## **SCOPE OF WORK:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-005 Land Surveying Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest ½. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.
9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.

15. Reconciliation or Explanation of Any Discrepancies between Survey and Recorded Legal Description.
16. Title Searches and Title Reports
17. Right of Way Acquisitions

TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.
11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.

15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
21. Show Existence or Non-Existence of Any Encroachments and Right Of Way.
22. The Written Legal Description of the Property and Exhibit(S) For Recording Purpose.
23. Provide An Area Measurement Within Boundary Lines.
24. Easements – All Utility, City And Private Easements Shall Be Shown And Labeled.
25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.
29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.

32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Amending the Award of RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Project Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Geo-Technical Engineering Services. In certain instances the City of Edinburg requires Geo-Technical Engineering Services on City projects which do require a specific geo-technical engineering specialty.

The qualified firm(s) selected should be experienced in the field of geo-technical engineering services, having experience in the Geo-Technical Testing and Construction Materials Testing. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of six (6) Requests for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

Earth Co, LLC

L & G Consulting Engineers, Inc.

Millennium Engineers Group, Inc.

Professional Service Industries, Inc.

Raba Kistner, Inc.

Terracon Consultants, Inc.

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign task orders as projects arise.

On September 6, 2016 City Council awarded RFQ 2016-006, to L&G Consulting Engineers, Millannium Engineering Group, and Raba Kistner, at this time City Council wishes to amed said award.

**RECOMMENDATION:**

Approve Amending the Award of RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City’s Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**

Tomas D. Reyna,  
Assistant Director of  
Public Works

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
CityAttorney

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/ Ponciano N. Longoria, P.E., CFM  
Ponciano N. Longoria  
PE, CFM  
Director of Public  
Works

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED** \_\_\_\_\_  
**DISAPPROVED** \_\_\_\_\_  
**TABLED** \_\_\_\_\_  
**NO ACTION** \_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R. Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



## **REQUEST FOR QUALIFICATIONS**

**RFQ# 2016-006  
GEO-TECHNICAL  
ENGINEERING SERVICES**

**SUBMITTAL DEADLINE  
MONDAY,  
JULY 18, 2016  
@ 3:00 PM**



**2015-2016  
City Officials**

Richard H. Garcia, Mayor  
Richard Molina, Mayor Pro-Tem  
David Torres., Councilmember  
J.R. Betancourt, Councilmember  
Homer Jasso Jr., Councilmember  
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-006 GEO-TECHNICAL ENGINEERING SERVICES

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The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

**RFQ # 2016-006  
GEO-TECHNICAL ENGINEERING SERVICES**

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive  
C/o City Secretary Department  
(1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

## **PURPOSE**

The purpose of these solicitation documents is to execute a Professional Services Contract for:

### **RFQ # 2016-006 GEO-TECHNICAL ENGINEERING SERVICES**

## **INTENT**

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFQ**

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg  
C/o City Secretary

P.O. Box 1079  
Edinburg, Texas 78540-1079

**TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

**STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFQ**

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFQ**

If unable to submit a RFQ, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

**PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

## **SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **LAND SURVEYING SERVICES** as specified.

## **RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## **INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

## **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

## **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "**GEO-TECHNICAL ENGINEERING SERVICES**". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's: 415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS): City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFQs: City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFQ PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFQ**

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

## GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Geo-technical Engineering firms to provide Geo-technical Engineering. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geo-technical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

## SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

### 1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

### 2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

## CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

## PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

## SUBMITTAL REQUIREMENTS

Geo-Technical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

## SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

## CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or [plongoria@cityofedinburg.com](mailto:plongoria@cityofedinburg.com).

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEO-TECHNICAL ENGINEERING SERVICES**.

STATE OF TEXAS           §                   **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND NAME OF COMPAMY FOR  
GEO-TECHNICAL ENGINEERING SERVICES**

COUNTY OF HIDALGO   §

CITY OF EDINBURG     §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY.(hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional geo-technical engineering services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith:

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II**  
**BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

**SECTION IV**  
**RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the geo-technical engineering services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

## **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
  - 1. Bodily Injury
    - \$100,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

**SECTION XII**  
**CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

### **SECTION XIII SEVERABILITY**

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

### **SECTION XIV NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

### **SECTION XV NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

### **SECTION XVI SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

### **SECTION XVII MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" Insurance  
Exhibit "C" Proposal  
Exhibit "D" RFQ 2016-006

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

## SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-006 Geo-Technical Engineering Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

### 1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

### 2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF  
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

STATE OF TEXAS           §           **AGREEMENT BETWEEN THE CITY OF  
EDINBURG AND NAME OF COMPANY  
FOR GEO-TECHNICAL ENGINEERING  
SERVICES PURSUANT TO RFQ NO.  
2016-006**

COUNTY OF HIDALGO   §

CITY OF EDINBURG     §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and NAME OF COMPANY.(hereinafter called “**Consultant**”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the Consultant was selected for the City’s rotation list for qualified geo-technical engineering services described in Scope of Work and RFQ No. 2016-006, attached hereto and made apart hereof as **Exhibit “A”** and **“B”** respectively; and

**WHEREAS**, the Consultant shall provide such geo-technical engineering services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

**WHEREAS**, the Consultant has the professional knowledge and abilities to perform the professional geo-technical engineering services; and

**WHEREAS**, the City desires to engage the Consultant to render services in connection therewith.

**NOW, THEREFORE**, City and Consultant do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”**, **Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

**SECTION II**  
**BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”**, **Exhibit “B”** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant.

City shall provide Consultant with authorization to proceed, after execution of this agreement.

### **SECTION III RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

### **SECTION IV RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the geo-technical engineering services more specifically described in **Exhibit "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the geo-technical engineering services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for -consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

#### **SECTION V** **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF PERFORMANCE**

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

**SECTION VII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with the State statute
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence

2. Property Damage
  - \$100,000 each occurrence
  - \$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
  1. Bodily Injury
    - \$100,000 each person
    - \$500,000 each occurrence
  2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 aggregateor \$500,000 combined single limits
- D. City's Protective Liability
  1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 each aggregateor \$500,000 combined single limits
- E. Professional Liability
  1. Professional
    - \$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

**SECTION X**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**SECTION XI**  
**INDEMNIFICATION**

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

## **SECTION XII** **CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

## **SECTION XIII** **SEVERABILITY**

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

## **SECTION XIV** **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

## **SECTION XV** **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVI**  
**SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XVII**  
**MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard M. Hinojosa, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

**PALACIOS, GARZA & THOMPSON P.C.**

BY: \_\_\_\_\_  
City Attorney

**NAME OF COMPANY**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City, State, Zip  
Phone  
Fax:  
Email:

Attachments: Exhibit "A" Scope of Work  
Exhibit "B" RFQ 2016-003  
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" - TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

## SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-006 Geo-Technical Engineering Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

### 1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

### 2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME  
OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

# CONTRACTUAL

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Authorizing the City Manager to Enter Into and Execute an Interlocal Agreement Between the City of Edinburg Police Department, Hereinafter Called "Law Enforcement Agency", and the Office of Criminal District Attorney of Hidalgo, Texas, Hereinafter Called "State's Attorney", to Dispose of Forfeited "Contraband", Pursuant to Chapter 59 of the Texas Code of Criminal Procedures. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Article 59.06 of the Texas Code of Criminal Procedures mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

This agreement applies to personal property, real estate, currency, banking accounts, negotiable instruments and jewelry forfeited as contraband. Net proceeds from the sale of forfeited property, after deduction of maintenance fees, will be divided between the State's Attorney and the Law Enforcement Agency. Divisions between the State's Attorney and the Law Enforcement Agency are stipulated in the Local Agreement.

The term of this agreement shall be for a period of one (1) year upon execution and automatically renewed on a yearly basis.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into and Execute an Interlocal Agreement Between the City of Edinburg Police Department and the Office of Criminal District Attorney of Hidalgo, Texas, to Dispose of Forfeited "Contraband", Pursuant to Chapter 59 of the Texas Code of Criminal Procedures.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Chad Dufner

Â  
Â /s/Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /s/David White  
\_\_\_\_\_  
David White  
Chief of Police

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

STATE OF TEXAS )

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO )

This **LOCAL AGREEMENT** is entered into, by and between the CITY OF EDINBURG POLICE DEPARTMENT, located in Hidalgo County, Texas, hereinafter called "**LAW ENFORCEMENT AGENCY**", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "**STATE'S ATTORNEY**". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

- I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;
- II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;
- III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and
- IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this **LOCAL AGREEMENT** is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

- 1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:
  - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
  - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely

responsible for their use and maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "**Personal Property**" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.
3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$50,000.00	70%	30%
Less than \$50,000.00	60%	40%

4. **JEWELRY** will be sold and its proceeds divided as follows:  
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:                    100 E. Cano, 1<sup>st</sup> Floor  
Hidalgo County Courthouse Annex III  
Edinburg, Texas 78539

Notice to Law Enforcement Agency:        1702 S. Closner Blvd.  
Edinburg, Texas 78541

The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

**CITY OF EDINBURG POLICE DEPARTMENT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
David E. White, Chief of Police

By: \_\_\_\_\_ Date \_\_\_\_\_  
Richard M. Hinojosa, City Manager

APPROVED AS TO FORM  
Palacios, Garza & Thompson, P.C.

By \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE OF CRIMINAL DISTRICT ATTORNEY,  
HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ricardo Rodriguez, Jr., Hidalgo County District Attorney

APPROVED AS TO FORM  
Hidalgo County District Attorney's Office

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Josephine Ramirez Solis, Assistant DA

# WAIVER

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Athletic Fields and to Extend the Hours to 12:00 a.m., for the 'Gone But Not Forgotten' Law Enforcement Flag Football Tournament, to be Held on Saturday, November 19, 2016, as Requested by the Edinburg United Police Officer Association. [Richard M. Hinojosa, City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg United Police Officer Association are representatives of all Edinburg Police Officers who serve and protect the lives and property of all citizens of the United States, Texas, and the City. The Edinburg Police Department makes the City of Edinburg a safer place to live by deterring crime, conducting investigations, and apprehending offenders.

The Edinburg United Police Officer Association (E.U.P.O.A.) will be hosting the "Gone But Not Forgotten" Law Enforcement Flag Football Tournament on Saturday, November 19, 2016 from 8:00 a.m. to 12:00 a.m. at the Edinburg Municipal Park, athletic fields. The tournament will consist of teams from Police, Sheriff, Border Patrol, U.S. Customs, U.S. Marshalls, and U.S. Military from all over Texas to help raise funds for a Dallas Police Memorial to be displayed inside the Edinburg Police Department entrance for all visitors and citizens to view. The Hourly Rental Fees Per Field is \$20.00 without lights and \$30.00 with lights. City Ordinance indicates that the Parks close at 10:00 p.m. and since there will be many teams and games, the EUPOA is requesting that the City consider allowing them to occupy the park until 12:00 a.m. as well.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and the Edinburg United Police Officer Association will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Municipal Park Athletic Fields and to Extend the Hours to 12:00 a.m. for the "Gone But Not Forgotten" Law Enforcement Flag Football Tournament, to be Held Saturday, November 19, 2016, as Requested by the Edinburg United Police Officer Association.

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez

^  
^

^ /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

^ /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

^ /s/Sonia Marroquin  
\_\_\_\_\_  
Sonia Marroquin  
Assistant City Manager

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

# RESOLUTION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter into a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation Aviation Division and any and all Documents Relating Thereto, and Authorizing the Commitment to Fund and Complete Various Improvements at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E. C.F.M., Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Texas Department of Transportation (TxDOT) Aviation Division offers annual funds under the Routine Airport Maintenance Program (RAMP) Grant for the benefit of general aviation airports across the State of Texas. Funding is a \$50,000 match per airport. The local government match is 50% of actual costs plus any excess of \$100,000 total costs.

The City has participated in RAMP since 2001. This year, the City is proposing construction of various improvements, including contractual maintenance services, repairs/parts replacement for the Automated Weather Observation System (AWOS) as required by the Federal Aviation Administration (FAA). Other projects will be determined and added by amendment. Funding for this Grant is available through the Fiscal Year 2016-2017 South Texas International Airport Fund.

**RECOMMENDATION:**

Approve Resolution Authorizing the City Manager for the City of Edinburg, Texas, to Enter into a Routine Airport Maintenance Program (RAMP) Grant Agreement with the Texas Department of Transportation Aviation Division and any and all Documents Relating Thereto, and Authorizing the Commitment to Fund and Complete Various Improvements at the South Texas International Airport at Edinburg.

**REVIEWED BY:**

**PREPARED BY:**

Â Debora Melvin, Airport  
Manager

Â /s/ Marissa Garza  
\_\_\_\_\_  
Marissa Garza, Director of Community  
Development/Grants Management

Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
CityAttorney

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

for /s/ Tomas D. Reyna  
\_\_\_\_\_  
Ponciano N. Longoria  
PE, CFM  
Director of Public  
Works

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**From:** Megan Caffall [<mailto:Megan.Caffall@txdot.gov>]

**Sent:** Thursday, September 01, 2016 8:05 AM

**To:** Richard Hinojosa

**Cc:** Debra Melvin

**Subject:** Edinburg 2017 RAMP Grant

Mr. Hinojosa,

Your 2017 Routine Airport Maintenance Program (RAMP) grant is attached -

The task of budgeting obligated grant amounts for individual airports against our annual program budget continues to be a challenge, therefore your FY2017 grant will be for an **INITIAL** amount based on previous year's spending. The initial grant will be for generic general maintenance that covers just about everything - additional general maintenance funding, specific work items, or participation in projects with your TxDOT District can be added by amendment when cost estimates are completed during the fiscal year.

If the amount of the grant does not work for you, let me know and I will send you an adjusted grant.

Several e-mails have been sent from TxDOT on the August launch of eGrants for our Aviation Division grant programs along with user names and passwords. If you have not received an e-mail with your user name and password for eGrants log in, please contact Laura Gonzalez at 800-687-4568 or [AVN-eGrantsHelp@txdot.gov](mailto:AVN-eGrantsHelp@txdot.gov).

An eGrants instruction packet is attached as well to guide you through the process of uploading your locally executed grant into eGrants so that it can be executed by the State. We are still in the process of uploading FY2017 grant information in eGrants, so if you execute the grant quickly you may not be able to upload. You will receive an e-mail from eGrants when your grant is ready for your upload. Contact Laura or myself if you are having issues with uploading your executed grant – there are also instructions in the packet for accessing our help desk.

To access eGrants, please visit:

<http://www.txdot.gov/government/funding/egrants-2016/aviation.html>

We appreciate your participation in the RAMP grant program and look forward to working with you in FY2017.

**Megan Caffall, C.M.**

RAMP Program Manager

TxDOT Aviation Division

125 E. 11<sup>th</sup> Street

Austin, TX 78701-2483

(512) 416-4522

**Overnight Address:**

TxDOT Aviation Division

200 E. Riverside Drive

Austin, TX 78704

Office hours 6:00 – 4:30 Monday – Thursday



**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M1721EDIN**

**Part I - Identification of the Project**

TO: The City of Edinburg, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Edinburg, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the South Texas International at Edinburg Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2017, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
  - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
  - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
  - j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
  - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
  - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
  3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **PART IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the

project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **PART V - Recitals**

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these

remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances**

**Sponsor**

The City of Edinburg, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 20th day of September, 2016.

The City of Edinburg, Texas  
Sponsor

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Sponsor Title

**Certificate of Attorney**

I, \_\_\_\_\_, acting as attorney for the City of Edinburg, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Edinburg, Texas, this 20th day of September, 2016.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Witness Title

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A  
Scope of Services  
TxDOT Project ID: M1721EDIN**

<b>Eligible Scope Item:</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The City of Edinburg, Texas

\_\_\_\_\_  
Signature

Title: City Manager

Date: 9/20/16

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

**CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M1721EDIN

The City of Edinburg does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Edinburg, Texas  
(Sponsor)

By: \_\_\_\_\_

Title: City Manager

Date: 9/20/16

**Certification of State Single Audit Requirements**

I, Ascencion Alonzo, do certify that the City of Edinburg will comply with all (Designated Representative) requirements of the State of Texas Single Audit Act if the City of Edinburg spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Edinburg will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

Director of Finance  
Title

9/20/16  
Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M1721EDIN

The City of Edinburg designates, Richard Hinojosa, City Manager  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Edinburg, Texas  
(Sponsor)

By: \_\_\_\_\_  
Richard H. Garcia

Title: Mayor

Date: 9/20/16

**DESIGNATED REPRESENTATIVE**

Mailing Address: Richard Hinojosa

P.O. Box 1079

Edinburg, Texas 78540

Overnight Mailing Address: 415 W. University Drive

Edinburg, Texas 78541

Telephone/Fax Number: (956) 388-8207 / (956) 383-7111

Email address: rhinojosa@cityofedinburg.com

RESOLUTION NO. \_\_\_\_\_

STATE OF TEXAS	§	A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF EDINBURG, TEXAS, TO ENTER INTO A ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION, AND AUTHORIZING THE COMMITMENT TO FUND AND COMPLETE VARIOUS IMPROVEMENTS AT THE SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

**WHEREAS**, the City of Edinburg, hereinafter referred to as Sponsor, intends to make various improvements to the South Texas International Airport at Edinburg consisting of contractual services for scheduled maintenance of the Automated Weather Observation System (AWOS) AviMet Data Link, AWOS repairs/ parts replacement and other miscellaneous projects to be determined and added by amendment.

**WHEREAS**, the Sponsor will construct said improvements in a manner consistent with the Airport Layout Plan as approved by the Federal Aviation Administration; and

**WHEREAS**, the Sponsor intends to request financial assistance from the Texas Department of Transportation Aviation Division to construct said improvements in an amount not to exceed fifty percent (50%) or the State’s maximum match of \$50,000, whichever is less; and

**WHEREAS**, local funds in the amount of \$50,000, representing the City’s fifty percent (50%) match, are available through the Fiscal Year 2016-2017 South Texas International Airport Fund budget; and

**WHEREAS**, the Sponsor will contract and be responsible for the administration of contracts necessary for completion of said improvements.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

The Sponsor hereby requests state funding from the Texas Department of Transportation Aviation Division under the Routine Airport Maintenance Program (RAMP) Grant for these improvements.

**AND, BE IT FURTHER RESOLVED**, that the City Manager is hereby directed to execute on behalf of the Sponsor, at the appropriate time, contracts and agreements with the Texas Department of Transportation Aviation Division, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the South Texas International Airport at Edinburg relating hereto.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 20<sup>th</sup> day of September 2016.

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTESTED**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM  
PALACIOS, GARZA & THOMPSON, P.C.**

By: \_\_\_\_\_  
City Attorney

# CONSENT AGENDA

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Authorizing the Disposition of Approximately 215 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the Texas State Library and Archives Commission Local Records Retention Schedules. [Myra L. Ayala Garza, City Secretary]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

**RECOMMENDATION:**

Approve Authorizing the Disposition of Approximately 215 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the Texas State Library and Archives Commission Local Records Retention Schedules.

**REVIEWED BY:**

**PREPARED BY:**

Â Joe Rios, Records  
Processing Specialist

Â /s/Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /s/Myra L. Ayala  
Garza

Myra L. Ayala Garza  
City Secretary

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**DISPOSITION OF RECORDS FOR FY 2016 - 2017**  
**CITY COUNCIL APPROVED FOR DISPOSITION ON \_\_\_\_\_**

	MUNICIPAL COURT					
5337	Finalized Cases	11/2010 - 12/2010	2350-03c	Case Papers	5	12/2015
5338	Finalized Cases	11/2010 - 12/2010	2350-03c	Case Papers	5	12/2015
5339	Finalized Cases	11/2010 - 12/2010	2350-03c	Case Papers	5	12/2015
5340	Finalized Cases	11/2010 - 12/2010	2350-03c	Case Papers	5	12/2015
5341	Finalized Cases	11/2010 - 12/2010	2350-03c	Case Papers	5	12/2015
5376	Finalized Cases / Citations	01/2011	2350-03c	Case Papers	5	01/2016
5377	Finalized Cases / Citations	01/2011	2350-03c	Case Papers	5	01/2016
5378	Finalized Cases / Citations	01/2011	2350-03c	Case Papers	5	01/2016
5379	Finalized Cases / Citations	01/2011	2350-03c	Case Papers	5	01/2016
5380	Finalized Cases / Citations Numeric	02/2011	2350-03c	Case Papers	5	02/2016
5381	Finalized Cases / Citations Numeric	01/2011	2350-03c	Case Papers	5	01/2016
5382	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5383	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5384	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5385	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5386	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5387	Finalized Cases / Citations	03/2011	2350-03c	Case Papers	5	03/2016
5388	Finalized Cases / Citations Numeric	03/2011	2350-03c	Case Papers	5	03/2016

5389	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5390	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5391	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5392	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5393	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5394	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5395	Finalized Cases/Citations	06/2011	2350-03c	Case Papers	5	06/2016
5515	Finalized Cases/Citations C-Ct	08/2011	2350-03c	Case Papers	5	08/2016
5516	Finalized Cases/Citations E Ticket	08/2011	2350-03c	Case Papers	5	08/2016
5517	Finalized Cases/Citations E Ticket	08/2011	2350-03c	Case Papers	5	08/2016
5518	Finalized Cases/Citations E Ticket	08/2011	2350-03c	Case Papers	5	08/2016
5519	Finalized Cases/Citations F/P/S/Sp	08/2011	2350-03c	Case Papers	5	08/2016
5520	Finalized Cases/Citations Number	08/2011	2350-03c	Case Papers	5	08/2016
5521	Finalized Cases/Citations Number	08/2011	2350-03c	Case Papers	5	08/2016
6198	Daily Cash Report	12/2012	1025-27	Accounts Receivable Records	3	12/2015
6290	Daily Cash Reports	01/2013	1025-27	Accounts Receivable Records	3	01/2016
6291	Daily Cash Reports	02/2013	1025-27	Accounts Receivable Records	3	02/2016
6292	Daily Cash Reports	03/2013	1025-27	Accounts Receivable Records	3	03/2016
6293	Daily Cash Reports	04/2013	1025-27	Accounts Receivable Records	3	04/2016
6294	Daily Cash Reports	05/2013	1025-27	Accounts Receivable Records	3	05/2016
6295	Daily Cash Reports	06/2013	1025-27	Accounts Receivable Records	3	06/2016

6296	Daily Cash Reports	07/2013	1025-27	Accounts Receivable Records	3	07/2016
6297	Daily Cash Reports	08/2013	1025-27	Accounts Receivable Records	3	08/2016
6298	Daily Cash Reports	09/2013	1025-27	Accounts Receivable Records	3	09/2016
7587	Expunctions 2013	05/2016	2350-03c	Case Papers	2m	07/2016
7588	Expunctions 2014	04/2016	2350-03c	Case Papers	2m	06/2016
7589	Expunctions 2014	04/2016	2350-03c	Case Papers	2m	06/2016
7590	Expunctions 2015	03/2016	2350-03c	Case Papers	2m	05/2016
7591	Expunctions 2015	03/2016	2350-03c	Case Papers	2m	05/2016
	<b>HUMAN RESOURCES</b>					
5929	2012 Job Order 12-01 thru 12-139, Classified Ads	01/2012 - 12/2012	1050-03	Employment Advertisement	3	12/2015
6634	2010 TML Closed Claims	02/2010 - 12/2010	1000-20a	Accident Reports	5	12/2015
6769	Driver's License Check (MVR)	01/2008 - 12/2012	3025-02	Drivers Licenses	3	12/2015
6791	Vehicle Weekly Inspections	08/2009 - 10/2014	1075-15a1	Maintenance, Repair & Inspection Records	1	10/2015
6969	Driver's License Check (MVR)	01/2008 - 12/2012	3025-02	Drivers Licenses	3	12/2015
7173	Open Records Request	04/2014 - 12/2014	1000-34	Open Records Requests	1	12/2015
7362	Blue Cross Blue Shield of Texas, Monthly Reports - Open Enrollment	10/2008 - 10/2010	1000-29 1050-28b	Insurance Policies	4	10/2014
7486	Civil Service Notices	04/2010 - 09/2011	1000-04	Open Meeting Notices	3	09/2014
7487	Civil Service Meeting Notices	04/1996 - 10/2008	1000-04	Open Meeting Notices	3	10/2011
7488	Civil Service Test Results	1991 - 09/2012	1050-02b	Aptitude and Skills test Records	3	09/2015
	<b>FINANCE</b>					

5465	Statement Copies (Credit)	3/1/2013	1025-27	Accounts Receivable Records	3	03/2016
5933	City Secretary & City Hall Budget Records	2007 - 02/2013	1025-26a	Accounts Payable & Disbursement Records	3	02/2016
6143	Non Construction Agreements	04/2002 - 10/2010	1000-25	Contracts, Leases & Agreements	4	10/2014
6382	Landfill Charge Ticket	11/2012 - 12/2012	1025-27	Accounts Receivable Records	3	12/2015
6383	Landfill Charge Ticket	01/2013	1025-27	Accounts Receivable Records	3	01/2016
6384	Landfill Charge Ticket	02/2013	1025-27	Accounts Receivable Records	3	02/2016
6385	Landfill Charge Ticket	03/2013	1025-27	Accounts Receivable Records	3	03/2016
6386	Landfill Charge Ticket	04/2013	1025-27	Accounts Receivable Records	3	04/2016
6387	Landfill Charge Ticket	05/2013	1025-27	Accounts Receivable Records	3	05/2016
6388	Landfill Charge Ticket	06/2013	1025-27	Accounts Receivable Records	3	06/2016
6389	Landfill Charge Ticket	07/2013	1025-27	Accounts Receivable Records	3	07/2016
6390	Landfill Charge Ticket	08/2013	1025-27	Accounts Receivable Records	3	08/2016
6392	A/R Monthly Billing Statements	10/2012 - 11/2012	1025-27	Accounts Receivable Records	3	11/2015
6393	A/R Monthly Billing Statements	11/2012 - 12/2012	1025-27	Accounts Receivable Records	3	12/2015
6394	A/R Monthly Billing Statements	11/2012 - 12/2012	1025-27	Accounts Receivable Records	3	12/2015
6395	A/R Monthly Billing Statements	01/2013 - 02/2013	1025-27	Accounts Receivable Records	3	02/2016
6396	A/R Monthly Billing Statements	02/2013	1025-28	Accounts Receivable Records	4	02/2016
6397	A/R Monthly Billing Statements	03/2013	1025-29	Accounts Receivable Records	5	03/2016
6398	A/R Monthly Billing Statements	04/2013	1025-30	Accounts Receivable Records	6	04/2016
6399	A/R Monthly Billing Statements	05/2013	1025-31	Accounts Receivable Records	7	05/2016
6400	A/R Monthly Billing Statements	06/2013	1025-32	Accounts Receivable Records	8	06/2016

6401	A/R Monthly Billing Statements	07/2013	1025-33	Accounts Receivable Records	9	07/2016
6402	A/R Monthly Billing Statements	08/2013	1025-34	Accounts Receivable Records	10	08/2016
6424	Finance - Accounts Receivables	12/29/2012	1025-27	Daily Cash Reports	3	12/2015
6425	Finance - Accounts Receivables	12/11/2012	1025-27	Daily Cash Reports	3	12/2015
6426	Daily Cash Reports	1/5/2013	1025-27	Accounts Receivable Records	3	01/2016
6427	Daily Cash Reports	1/18/2013	1025-27	Accounts Receivable Records	3	01/2016
6428	Daily Cash Reports	1/5/2013	1025-27	Accounts Receivable Records	3	01/2016
6429	Daily Cash Reports	1/18/2013	1025-27	Accounts Receivable Records	3	01/2016
6430	Daily Cash Reports	1/29/2013	1025-27	Accounts Receivable Records	3	01/2016
6431	Daily Cash Reports	2/7/2013	1025-27	Accounts Receivable Records	3	02/2016
6432	Daily Cash Reports	2/19/2013	1025-27	Accounts Receivable Records	3	02/2016
6433	Daily Cash Reports	2/28/2013	1025-27	Accounts Receivable Records	3	02/2016
6434	Daily Cash Reports	3/11/2013	1025-27	Accounts Receivable Records	3	03/2016
6435	Daily Cash Reports	3/21/2013	1025-27	Accounts Receivable Records	3	03/2016
6436	Daily Cash Reports	4/3/2013	1025-27	Accounts Receivable Records	3	04/2016
6437	Daily Cash Reports	5/5/2013	1025-27	Accounts Receivable Records	3	05/2016
6438	Daily Cash Reports	5/16/2013	1025-27	Accounts Receivable Records	3	05/2016
6439	Daily Cash Reports	5/29/2013	1025-27	Accounts Receivable Records	3	05/2016
6440	Daily Cash Reports	6/6/2013	1025-27	Accounts Receivable Records	3	06/2016
6441	Daily Cash Reports	6/17/2013	1025-27	Accounts Receivable Records	3	06/2016
6442	Daily Cash Reports	6/27/2013	1025-27	Accounts Receivable Records	3	06/2016

6443	Daily Cash Reports	7/9/2013	1025-27	Accounts Receivable Records	3	07/2016
6444	Daily Cash Reports	7/19/2013	1025-27	Accounts Receivable Records	3	07/2016
6445	Daily Cash Reports	7/31/2013	1025-27	Accounts Receivable Records	3	07/2016
6446	Daily Cash Reports	8/12/2013	1025-27	Accounts Receivable Records	3	08/2016
6447	Daily Cash Reports	8/25/2013	1025-27	Accounts Receivable Records	3	08/2016
6453	A/R Invoice & Audit Reports	1/1/2013	1025-27	Accounts Receivable Records	3	01/2016
6454	A/R Invoice & Audit Reports	4/1/2013	1025-27	Accounts Receivable Records	3	04/2016
6455	A/R Invoice & Audit Reports	7/1/2013	1025-27	Accounts Receivable Records	3	07/2016
6457	A/R Invoice & Audit Reports	1/1/2013	1025-27	Accounts Receivable Records	3	01/2016
6458	A/R Invoice & Audit Reports	5/1/2013	1025-27	Accounts Receivable Records	3	05/2016
6820	Customer Bill Records/Work orders	12/2013	5000-19	Work Orders	2	12/2015
6821	Customer Bill Records/Work orders	01/2014	5000-19	Work Order	2	01/2016
6822	Customer Bill Records/Work orders	02/2014	5000-19	Work Order	2	02/2016
6823	Customer Bill Records/Work orders	3/1/2014	5000-19	Work Order	2	03/2016
6824	Customer Bill Records/Work orders	04/2014	5000-19	Work Order	2	04/2016
6825	Customer Bill Records/Work orders	05/2014	5000-19	Work Order	2	05/2016
6826	Customer Bill Records/Work orders	06/2014	5000-19	Work Order	2	06/2016
6827	Customer Bill Records/Work orders	07/2014	5000-19	Work Order	2	07/2016
6828	Customer Bill Records/Work orders	08/2014	5000-19	Work Order	2	08/2016
6851	Customer Bill Records/Work orders	04/2013	5000-04b	Customer Bill Records	3	04/2016
7222	BIDS 2012-01 Thru 2012-12	10/1/2011 - 9-30/2012	1075-01	Bid & Bids Documents	3	09/2015

7223	BIDS 2012-07 Thru 2012-30	10/1/2011 - 9/30/2012	1075-01	Bid & Bids Documents	3	09/2015
7224	BIDS 2012-31 Thru 2012-55	10/1/2011 - 9-30/2013	1075-01	Bid & Bids Documents	3	09/2015
7225	BIDS 2012-56 Thru 2012-73	10/1/2011 - 9/30/2013	1075-01	Bid & Bids Documents	3	09/2015
7226	SQ 2012-109 Thru 2012-129 and Bids 2012-74 Thru 2012-81	10/1/2011 - 9-30/2014	1075-01	Bid & Bids Documents	3	09/2015
7227	RFQ 2012-001 Thru 2012-002 and Bid 2011-54	10/1/2011 - 9/30/2014	1075-01	Bid & Bids Documents	3	09/2015
7228	RFP 2012-001 Thru 2012-004	10/1/2011 - 9-30/2015	1075-01	Bid & Bids Documents	3	09/2015
7229	RFP 2012-001 Thru 2012-006 Backup	10/1/2011 - 9/30/2015	1075-01	Bid & Bids Documents	3	09/2015
7230	RFP 2012-005 Thru 2012-022	10/1/2011 - 9-30/2016	1075-01	Bid & Bids Documents	3	09/2015
7231	RFP 2012-012 Thru 2012-019	10/1/2011 - 9/30/2016	1075-01	Bid & Bids Documents	3	09/2015
7232	RFP 2012-020 thru 2012-021	10/1/2011 - 9-30/2017	1075-01	Bid & Bids Documents	3	09/2015
7233	SQ 2011-118 Thru 2012-002	10/1/2011 - 9/30/2017	1075-01	Bid & Bids Documents	3	09/2015
7234	RFP 2011-006	10/1/2011 - 9-30/2018	1075-01	Bid & Bids Documents	3	09/2015
7235	Fixed Assets 2010 Thru 2011 and 2011 Thru 2012	10/1/2011 - 9/30/2018	1075-01	Bid & Bids Documents	3	09/2015
7373	Payroll Files	06/27/10 - 11/28/10	1050-50	Payroll Records	4	09/2014
7374	Payroll Files	12/12/10 - 08/21/11	1050-50	Payroll Records	4	08/2015
7375	Payroll Files	09/04/11 - 03/18/12	1050-50	Payroll Records	4	03/2016
7377	Payroll Files	01/10/11 - 06/13/11	1050-50	Payroll Records	4	06/2015
	<b>CITY SECRETARY</b>					
5842	Application for Certificate copy of Birth and Death Certificate	12/2012	1325-08a	Records of Issuance of Birth & Death Certificate	3	12/2015
5901	Application for Certificate copy of Birth and Death Certificate	1/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	01/2016
5902	Application for Certificate copy of Birth and Death Certificate	2/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	02/2016

5903	Application for Certificate copy of Birth and Death Certificate	3/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	03/2016
5904	Application for Certificate copy of Birth and Death Certificate	4/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	04/2016
5905	Application for Certificate copy of Birth and Death Certificate	5/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	05/2016
5906	Application for Certificate copy of Birth and Death Certificate	6/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	06/2016
5907	Application for Certificate copy of Birth and Death Certificate	7/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	07/2016
5908	Application for Certificate copy of Birth and Death Certificate	8/1/2013	1325-08a	Records of Issuance of Birth & Death Certificate	3	08/2016
6865	Completed Open Records Requests	10/2014 - 03/2015	1000-34	Open Records Request	1	03/2016
7249	Mail and Routing Slips, Car usage logs, Passport Sign In Logs	10/2011 - 09/2013	1075-26b	Correspondence & Internal Memos	2	09/2015
7500	City Council Executive Session Tapes	01/2009 - 05/2014	1000-01b	Closed Meeting Notices	1	05/2015
	<b>COMMUNITY DEVELOPMENT</b>					
7187	Incoming Correspondence	12/2012 - 12/2013	1000-26b	Correspondence & Internal Memoranda	2	12/2015
	<b>WORLD BIRDING CENTER</b>					
6796	Daily Cash Report	01/2012 - 12/2012	1025-27	Accounts Receivable Records	3	12/2015
6797	Purchase Order, Invoices, & Check Requisitions	01/2011 - 12/2012	1025-26	Accounts Payable & Disbursement Records	3	12/2015
	<b>UTILITY ADMINISTRATION</b>					
7216	Bid Documents	09/2009 - 10/2010	1075-01	Bid & Bids Documents	3	10/2013
	<b>LIBRARY</b>					
7253	Daily Cash Reports	10/2008 - 09/2009	1025-27	Accounts Receivable Records	3	09/2012
7254	Monthly Reports	08/2005 - 12/2008	1000-41A	Reports & Studies	3	09/2011
	<b>LEGAL DEPT</b>					
7386	Closed Litigations	06/2004 - 12/2013	1000-31	Litigation Case Files	2	12/2015

7393	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7394	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7395	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7396	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7397	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7398	Project Working Files, Department Corresp.	01/2013 -12/2013	1000-26b	Internal Memos & Correspondence	2	12/2015
7399	Project Working Files, Department Corresp.	01/2013 -12/2011	1000-26b	Internal Memos & Correspondence	2	12/2013
7400	Project Working Files, Department Corresp.	01/2013 -12/2011	1000-26b	Internal Memos & Correspondence	2	12/2013
7401	Project Working Files, Department Corresp.	01/2013 -12/2011	1000-26b	Internal Memos & Correspondence	2	12/2013
7405	Case No 70-390-00856-11 American Arbitration Association, Sgt. Francisco Saenz and the City	11/2011 - 09/2012	1000-31	Litigation Case Files	2	09/2015
	CITY MANAGER OFFICE					
7314	Department Correspondence Files	09/2003 - 09/2010	1000-26b	Internal Memos & Correspondence	2	09/2012
7315	Citizen Complaints	11/2009 - 05/2014	1000-26	Complaints	2	05/2016
7320	Department Correspondence Files	10/2010 - 09/2012	1000-26b	Internal Memos & Correspondence	2	09/2014
	CODE ENFORCEMENT					
7392	Building Code Violations	09/2001 - 11/2006	5250-02a	Building Code Violations	3	11/2009
7595	Building Permit Applications (Rejected)	2008 - 2010	5450-04B	Building Permit Application	1	09/2011
7599	Building Code Violations Records	1997 - 2011	5250-02a	Building Code Violations	3	09/2014
7600	Building Code Violations Records	1997 - 2010	5250-02a	Building Code Violations	3	09/2014
7601	Building Code Violations Records	1999 - 2011	5250-02a	Building Code Violations	3	09/2015
7602	Building Code Violations Records	1998 - 2013	5250-02a	Building Code Violations	3	09/2016

7603	Building Code Violations Records	2005 - 2011	5250-02a	Building Code Violations	3	09/2014
7604	Building Code Violations Records	2005 - 2011	5250-02a	Building Code Violations	3	09/2014
7605	Building Code Violations Records	2001 - 2012	5250-02a	Building Code Violations	3	09/2015
7606	Building Code Violations Records	2003 - 2013	5250-02a	Building Code Violations	3	09/2016
7607	Building Code Violations Records	1999 - 2013	5250-02a	Building Code Violations	3	09/2016
7608	Building Code Violations Records	1997 - 2011	5250-02a	Building Code Violations	3	09/2014
7609	Building Code Violations Records	1992 - 2011	5250-02a	Building Code Violations	3	09/2014
	POLICE DEPT.					
6965	Misdemeanor Reports #13-26109 TO 13-65749	04/30/13-12/31/13	4125-05a	Offense Investigative Records	2	12/2015
6970	Misdemeanor Reports #13-51024 TO 13-65695	10/1/13-12/31/13	4125-05a	Offense Investigative Records	2	12/2015
6974	Incident Reports # 13-08106 TO 13-21303	02/14/13 – 04/02/13	4150-07	Incident Reports	3	04/2016
6975	Incident Reports #13-29425 TO 13-36333	05/20/13-07/01/13	4150-07	Incident Reports	3	07/2016
6976	Incident Reports #13-36213 TO 13-40944	07/01/13-07/29/13	4150-07	Incident Reports	3	07/2013
6979	Incident Reports #13-21430 TO 13-28980	04/03/13-05/17/13	4150-07	Incident Reports	3	05/2013
6980	Incident Reports #13-10861 TO 13-21757	02/28/13-04/05/13	4150-07	Incident Reports	3	04/2016
6981	Incident Reports #13-41643 TO 13-46234	08/03/13-08/31/13	4150-07	Incident Reports	3	08/2016
6982	Incident Reports #13-29974 TO 13-33477	05/23/13-06/14/13	4150-07	Incident Reports	3	06/2016
6983	Incident Reports #13-21759 TO 13-29972	04/05/13-05/23/13	4150-07	Incident Reports	3	05/2016
6986	Incident Reports #13-00006 TO 13-08350	01/01/13-02/15/13	4150-07	Incident Reports	3	02/2016
6987	Incident Reports #13-37447 TO 13-45093	07/22/13-08/30/13	4150-07	Incident Reports	3	08/2016
6988	Incident Reports #12-68852 TO 13-10860	12/29/12-02/28/13	4150-07	Incident Reports	3	02/2016

6989	Incident Reports #13-63290 TO 13-68740	12/13/12-01/08/13	4150-07	Incident Reports	3	01/2016
6990	Incident Reports #13-12697 TO 13-25539	03/18/13-04/30/13	4150-07	Incident Reports	3	04/2016
6993	Incident Reports #13-30889 TO 13-38911	06/17/13-07/19/13	4150-07	Incident Reports	3	07/2016
6994	Incident Reports #13-22536 TO 13-33095	05/01/13-06/14/13	4150-07	Incident Reports	3	06/2016
6995	Incident Reports #13-06378 TO 13-12673	02/11/13-03/12/13	4150-07	Incident Reports	3	03/2016
6997	Incident Reports #13-21602 TO 13-27968	04/04/13-05/11/13	4150-07	Incident Reports	3	05/2016
7000	Incident Reports #13-34800 TO 13-41461	06/21/13-08/02/13	4150-07	Incident Reports	3	08/2016
7001	Incident Reports #12-66026 TO 13-01726	12/14/12-01/10/13	4150-07	Incident Reports	3	01/2016
7002	Incident Reports #13-01727 TO 13-08739	01/10/13-02/18/13	4150-07	Incident Reports	3	Feb-16
7003	Incident Reports #13-27977 TO 13-34794	05/11/13-06/22/13	4150-07	Incident Reports	3	06/2016
7004	Incident Reports #13-08740 TO 13-21597	02/18/13-04/04/13	4150-07	Incident Reports	3	04/2016
7005	Incident Reports #13-40987 TO 13-47160	07/30/13-09/06/13	4150-07	Incident Reports	3	09/2016
7009	Incident Reports #11-67963 TO 13-33095	12/27/12 - 06/11/13	4150-07	Incident Reports	3	06/2016
7014	Incident Reports #12-16678 TO 12-29619	03/31/12 - 06/15/12	4150-07	Incident Reports	3	06/2016
7016	Incident Reports #12-47685 TO 12-54291	09/12/12 - 10/18/12	4150-07	Incident Reports	3	10/2015
7017	Incident Reports #12-30462 TO 12-61143	06/12/12 - 11/20/12	4150-07	Incident Reports	3	11/2015
7021	Incident Reports #12-44943 TO 12-51505	08/25/12 - 09/29/12	4150-07	Incident Reports	3	09/2015
7035	Incident Reports #12-55926 TO 12-63706	10/09/12 - 12/12/12	4150-07	Incident Reports	3	12/2015
7037	Incident Reports #12-63709 TO 12-69317	12/01/12 - 12/31/12	4150-07	Incident Reports	3	12/2015

# APPOINTMENTS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Discuss and Consider Appointments to the City Advisory Board and Committee for the Following:

1. All-American City 10K Advisory Board-Two Members

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

1. All-American City 10K Advisory Board

Present Member(s): Stella Guzman Moreno

David Chavana

Applicant(s): Stella Guzman Moreno

David Chavana

Benjamin Worsham

Function: Defines goals and objectives for the All American City 10K Run/Walk; develop specific goals for the event; assist in locating potential sponsors for the event; promote event to the public; assist staff in conducting event prior and on the day the event.

**CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES**

**§ 32.01 Residence or Tax Paying Status Requirements for Membership.**

(A) All members of boards, councils, commissions and committees created pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

(B) Any member of a board, council, commission or committee who, after such member's appointment, shall change such member's residence or property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, commission or committee.

**§ 32.02 Appointment of Members; Filling Vacancy.**

(A) Except as otherwise provided by federal law, state constitution, state statute or the city charter, all appointments to boards, councils, commissions and committees of the city shall be made by the City Council.

(B) Any vacancy, for whatever reason, in and during the unexpired term of an appointed member of any board, council, commission, or committee of the city shall be filled by the City Council in the same

manner as the original appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

**RECOMMENDATION:**

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

**REVIEWED BY:**

**PREPARED BY:**

Timoteo Sena,  
Administrative Specialist

Â /s/Richard M.

Hinojosa

Richard M. Hinojosa

City Manager

Â /s/Myra L. Ayala

Garza

Myra L. Ayala Garza

City Secretary

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**

**DISAPPROVED**

**TABLED**

**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

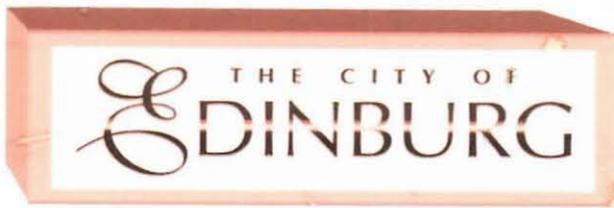
Richard Molina  
Mayor Pro-Tem

J. R.  
Betancourt  
Councilmember

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember



# APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: Stella Guzman Moreno DATE: 8/16/16

PHYSICAL ADDRESS: 1304 Poblano Lane EDINBURG, TEXAS 78539

CONTACT NO.'S: 956-292-9750 E-MAIL: s.guzman@ecisd.us

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 27

\*OCCUPATION/COMPANY NAME: Curriculum Assistant ECISD

\*BOARD/COMMITTEE PREFERENCE: All American 10K Advisory Board

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Current 10K Board Member have served for 15 years. Assisted in implementing

\*EXPERIENCE/HISTORY CONT.'D: the Fun Run as part of the 10K Run events, assist in organizing the 10K Run in all capacities

*\*Please Note: This information is required to consider the application complete.*

**FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.**

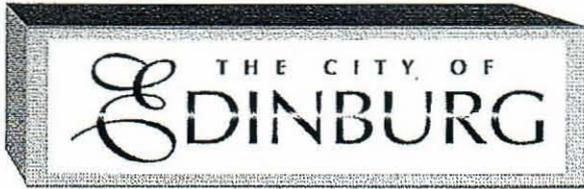
Address: 415 W. University, Edinburg Tx 78541 ■ P.O. Box 1079, Edinburg, Tx 78540  
Telephone: 956-388-1851 ■ Facsimile: 956-381-0468 ■ Email: [citysec@cityofedinburg.com](mailto:citysec@cityofedinburg.com)

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

<i>For Office Use Only</i>	<i>For Office Use Only</i>	<i>For Office Use Only</i>
Appointed To: _____ _____	Appointed To: _____ _____	Appointed To: _____ _____
Appointment Date: _____	Appointment Date: _____	Appointment Date: _____
Term Expires On: _____	Term Expires On: _____	Term Expires On: _____

**THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED**  
Appointments to the City Advisory Boards & Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

**PUBLIC INFORMATION DISCLOSURE:**  
Applicant information is subject to the Public Information Act.



APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: DAVID CHAVANA DATE: 8/16/16

PHYSICAL ADDRESS: 322 East Schunior EDINBURG, TEXAS

CONTACT NO.'S: 605-5240 E-MAIL: DAVIDCHAVANA@Hotmail.com

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 64 years

\*OCCUPATION/COMPANY NAME: ECISD

\*BOARD/COMMITTEE PREFERENCE: 10K

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Founder of the 10K

\*EXPERIENCE/HISTORY CONT.'D: 35 years - with 10K - 40 years of Resid.

\*Please Note: This information is required to consider the application complete.

FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.

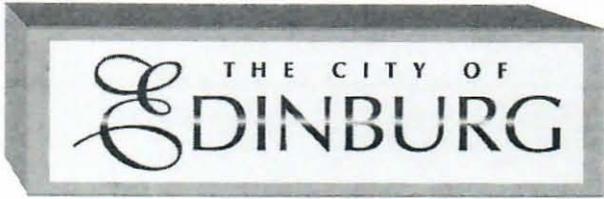
Address: 415 W. University, Edinburg Tx 78541 P.O. Box 1079, Edinburg, Tx 78540 Telephone: 956-388-1851 Facsimile: 956-381-0468 Email: citysec@cityofedinburg.com

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

Table with 3 columns for 'For Office Use Only' containing fields for Appointed To, Appointment Date, and Term Expires On.

THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED. Appointments to the City Advisory Boards & Committees are at the discretion of the City Council.

PUBLIC INFORMATION DISCLOSURE: Applicant information is subject to the Public Information Act.



# APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: Benjamin Worsham DATE: 9/9/16

PHYSICAL ADDRESS: 2412 Garza St. EDINBURG, TEXAS \_\_\_\_\_

CONTACT NO.'S: (956) 207-4040 E-MAIL: Ben.worsham@hotmail.com

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 20+ years

\*OCCUPATION/COMPANY NAME: Engineer / City of McAllen WK Engineering

\*BOARD/COMMITTEE PREFERENCE: 10K / Any Available

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Hidalgo County Commute Rail Board member  
(non-active Board)

\*EXPERIENCE/HISTORY CONT.'D: Bicycle / Pedestri

*\*Please Note: This information is required to consider the application complete.*

**FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.**

Address: 415 W. University, Edinburg Tx 78541 ■ P.O. Box 1079, Edinburg, Tx 78540  
Telephone: 956-388-1851 ■ Facsimile: 956-381-0468 ■ Email: [citysec@cityofedinburg.com](mailto:citysec@cityofedinburg.com)

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

<i>For Office Use Only</i>	<i>For Office Use Only</i>	<i>For Office Use Only</i>
Appointed To: _____ _____	Appointed To: _____ _____	Appointed To: _____ _____
Appointment Date: _____	Appointment Date: _____	Appointment Date: _____
Term Expires On: _____	Term Expires On: _____	Term Expires On: _____

**THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED**  
Appointments to the City Advisory Boards & Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

**PUBLIC INFORMATION DISCLOSURE:**  
Applicant information is subject to the Public Information Act.

# BUDGET

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Approval of the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget. *(Motion Required to Remove from Table. This Item was Tabled at the September 06, 2016 City Council Meeting)* [Agustin Garcia, Jr., Executive Director, Edinburg Economic Development]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The Fiscal Year 2016-2017 Annual Budget contains revenues and expenses to be utilized to achieve the Corporation's mission to market the City of Edinburg and continue to leverage public-private resources for job creation and retention and tax base increase.

The main priorities for the upcoming fiscal year will be to continue to provide infrastructure and site improvements to assist new and expanding businesses, market the City of Edinburg through a regional and international approach, promote and develop the Industrial Parks and the newly constructed U. S. Custom's facility building and User Fee designation, as well as, to work with the City to develop the Downtown Corridor and streetscape improvements and complete construction of the new Parks and Recreation Facility.

**RECOMMENDATION:**

Approve the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget.

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Agustin Garcia, Jr.  
Agustin Garcia  
Executive Director  
Economic Development

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**Edinburg Economic Development Corporation  
Statement of Revenues and Expenditures**

EEDC FUND	Board-Approved Budget 2016-2017
<b>REVENUES:</b>	
1/2 Cent Sales Tax Revenue	\$5,200,000.00
Interest on Investments	\$10,000.00
Lease Payments	\$230,333.64
Sale of Property	\$675,000.00
Notes Receivables	\$1,246,944.00
<b>TOTAL REVENUES</b>	<b>\$7,362,277.64</b>
<b>EXPENDITURES:</b>	
<i>Personnel Expenses</i>	\$641,300.00
<b>Personnel Exp. Subtotal</b>	<b>\$641,300.00</b>
<i>Operating Expense</i>	
Accounting	\$20,000.00
Board Expenses	\$2,000.00
Communications/Telephone	\$15,000.00
Conference Fees	\$10,000.00
Continuing Education	\$6,000.00
Equipment Leasing	\$4,105.00
Legal	\$120,000.00
Membership Dues/Subscriptions	\$5,000.00
Miscellaneous	\$3,500.00
Office Expense	\$16,000.00
Office Supplies/Conference Exp	\$14,000.00
Postage	\$1,500.00
Utilities	\$6,000.00
Janitorial	\$7,200.00
Travel/Meals & Entertainment	\$60,000.00
<b>Operating Exp. Subtotal</b>	<b>\$290,305.00</b>
<i>Maintenance Expense</i>	
Renaissance Industrial Park	\$30,000.00
North Industrial Park	\$130,000.00
<b>Maintenance Exp. Subtotal</b>	<b>\$160,000.00</b>
<i>Marketing Expense</i>	
Marketing Activities	\$300,000.00
Sponsorships	\$70,000.00
EDBG City Limits	\$0.00
<b>Marketing Exp. Subtotal</b>	<b>\$370,000.00</b>
<i>Contractual Services</i>	
Engineer Consultant	\$5,000.00
Legislative Coordinator	\$146,000.00
News Media Services	\$60,000.00
Monterrey Office	\$100,800.00
Regional Economic Development Alliance/Rio South Texas/TX One	
UTPA/CEED-Technical Assistance	\$30,000.00
<b>Contractual Svs Subtotal</b>	<b>\$341,800.00</b>
<i>Developmental Expenditures</i>	
Developmental Expenditures	\$25,000.00
Feasibility Studies/Reports	\$25,000.00
Infrastructure Program & Engineering	\$2,531,672.64
<b>Developmental Exp. Subtotal</b>	<b>\$2,581,672.64</b>
<i>Capital Outlay</i>	
Furniture, Fixtures & Equipment	\$5,000.00
Purchase of Property	\$0.00
Work In Progress	\$600,000.00
<b>Capital Outlay Subtotal</b>	<b>\$605,000.00</b>
<i>EEDC Properties</i>	
Property Taxes	\$117,000.00
Debt Service	\$1,914,414.00
<b>EEDC Prop. Subtotal</b>	<b>\$2,031,414.00</b>
Reserve for Contingency	\$500,000.00
<b>Contingency Subtotal</b>	<b>\$500,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$7,521,491.64</b>

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**SEPTEMBER 20, 2016**

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Office Supplies; and Office Equipment & Furniture TO Professional Services, in the Amount of \$1,300. [Ricardo Palacios, City Attorney]
2. General Fund: FROM Wearing Apparel; Motor Vehicles Fuel, Oil, Etc.; Office Equipment & Furniture; Motor Vehicles; and Printing TO Overtime, in the Amount of \$123,500. [David White, Chief of Police]
3. General Fund: FROM Part-Time Wages TO Tools; Motor Vehicles; Machines & Equipment; and Motor Vehicles, in the Amount of \$20,000. [Joe Filteo, Director of Parks & Recreation]
4. General Fund: FROM Part-Time Wages TO Motor Vehicles; and Buildings, in the Amount of \$10,000. [Joe Filteo, Director of Parks & Recreation]
5. General Fund: FROM Motor Vehicles TO Communications, in the Amount of \$1,300. [Myra L. Ayala Garza City Secretary]
6. General Fund: FROM Salaries TO Professional Services; Group Insurance; Worker's Compensation Insurance; Promotional Supplies; Office Equipment; and Motor Vehicles, in the Amount of \$62,208. [Ascencion Alonzo, Director of Finance]
7. Utility Fund: FROM Buildings & Structures; and Professional Services TO Motor Vehicle Fuel, Oil, Etc.; Chemicals-Medical & Lab; Equipment; Machines & Equipment; and Structures, in the Amount of \$55,239. [Arturo Martinez, Director of Utilities]
8. South Texas Int'l Airport Fund: FROM Professional Services TO Motor Vehicle Fuel, Oil, Etc., in the Amount of \$2,000. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
9. Solid Waste Management Fund: FROM Structures; and Other TO Motor Vehicles, in the Amount of \$98,562. [Ramiro Gomez, Director of Solid Waste Management]
10. Solid Waste Management Fund: FROM Other TO Office Equipment & Furniture TO Office Equipment & Furniture; and Air Conditioning, in the Amount of \$1,100. [Ramiro Gomez, Director of Solid Waste Management]
11. Solid Waste Management Fund: FROM Structures TO Other, in the Amount of \$47,140. [Ramiro Gomez, Director of Solid Waste Management]
12. Solid Waste Management Fund: FROM Printing TO Signs & Signal Equipment, in the Amount of \$1,000. [Ramiro Gomez, Director of Solid Waste Management]
13. Solid Waste Management Fund: FROM Land; and Other TO Machines & Equipment, in the Amount of \$41,191. [Ramiro Gomez, Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

**RECOMMENDATION:**

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** LEGAL

**TRANSFER FROM:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
	OFFICE SUPPLIES	0	1	-	5	0	4	2	*	-	0	4	3	0	0	-	0	0	500
	OFFICE EQUIP/FURNITURE	0	1	-	5	0	4	4		-	0	4	5	5	0	-	0	0	800
Total																	1,300		

**TRANSFER TO:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
	PROFESSIONAL SERVICES	0	1	-	5	0	4	5	*	-	0	4	8	0	0	-	0	0	1,300
Total																	1,300		

**EXPLANATION: AMOUNTS TRANSFERRED TO BE APPLIED TO OFFSET THE YEAR-END BUDGET APPROPRIATION REQUESTED FOR THE PROFESSIONAL SERVICES ACCOUNT IN ORDER TO FINISH OFF THE FISCAL YEAR 2015-16**

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

1. [Signature] DATE: 9/14/16  
 Department Head

3. [Signature] DATE: 9/16/16  
 City Manager

2. [Signature] DATE: 9/14/16  
 Director of Finance

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

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SEP 15 2016

CITY OF EDINBURG  
 CITY MANAGER'S OFFICE

**CITY OF EDINBURG  
TRANSFER OF FUNDS REQUEST FORM  
FUND NAME - GENERAL  
DEPARTMENT - POLICE**

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
SUPPLIES - WEARING APPREL	0 1 - 5 1 1 2 - 0 4 3 1 0 - 0 0	5,000.00
SUPPLIES - MOTOR VEHICLE FUEL	0 1 - 5 1 1 2 - 0 4 3 6 0 - 0 0	95,000.00
SUPPLIES - OFFICE EQUIPMENT & F	0 1 - 5 1 1 2 - 0 4 4 0 0 - 0 0	3,500.00
MAINTENANCE-MOTOR VEHICLE	0 1 - 5 1 1 4 - 0 4 5 7 0 - 0 0	15,000.00
CONTRACTUAL -PRINTING	0 1 - 5 1 1 5 - 0 4 7 9 0 - 0 0	5,000.00
<b>Total</b>		<b>123,500.00</b>

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
PERSONNEL SERVICES -OVERTIME	0 1 - 5 1 1 1 - 0 4 0 3 0 - 0 0	\$ 123,500.00
<b>Total</b>		<b>\$ 123,500.00</b>

**EXPLANATION:**

FUNDS ARE NEED TO COVER SHORTAGES IN OVERTIME ACCOUNT

CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

1. REQUESTED BY:

DATE:

APPROVED BY:

*[Signature]*  
Department Head

9-13-16

*[Signature]* 9 / 16 / 16  
City Manager

2. REVIEWED BY:

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

*[Signature]*  
Director of Finance

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SEP 15 2016

CITY OF EDINBURG  
CITY MANAGER'S OFFICE







**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME GENERAL**  
**DEPARTMENT VARIOUS**

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
SALARIES	0 1 - 5 2 4 1 - 0 4 0 1 0 - 0 0	50,000.00
SALARIES	0 1 - 5 4 8 1 - 0 4 0 1 0 - 0 0	12,208.00
		-
		-
		-
		-
		-
		-
	Total	62,208.00

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
PROFESSIONAL SERVICES	0 1 - 5 0 4 5 - 0 4 8 0 0 - 0 0	43,000.00
GROUP INSURANCE	0 1 - 5 0 1 1 - 0 4 0 4 0 - 0 0	3,066.00
WORKERS COMPENSATION INS.	0 1 - 5 0 1 1 - 0 4 1 6 0 - 0 0	35.00
PROMOTIONAL SUPPLIES	0 1 - 5 3 1 2 - 0 4 4 2 2 - 0 0	12,300.00
GROUP INSURANCE	0 1 - 5 4 4 1 - 0 4 0 4 0 - 0 0	3,200.00
OFFICE EQUIPMENT	0 1 - 5 4 5 6 - 0 4 8 7 0 - 0 0	600.00
MOTOR VEHICLES	0 1 - 5 4 9 6 - 0 4 8 9 0 - 0 0	7.00
		-
		-
		-
	Total	62,208.00

**EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2015-2016. TRANSFER REQUIRED FOR ADDITIONAL LEGAL SERVICES, GROUP INSURANCE, WORKERS COMPENSATION INSURANCE AND OFFICE EQUIPMENT.**

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL      YES       No

ROUTE AS NUMBERED

REQUESTED BY: *Isaacson*      DATE: 9/15/16  
 1. Department Head

APPROVED BY: *DeLuca*      9/15/16  
 3. City Manager

REVIEWED BY: *Isaacson*      9/15/16  
 2. Director of Finance

DATE ENTERED:   /  /  

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SEP 15 2016

CITY OF EDINBURG  
CITY MANAGER'S OFFICE

**CITY OF EDINBURG  
TRANSFER OF FUNDS REQUEST FORM  
FUND NAME - UTILITY  
DEPARTMENT - VARIOUS**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Buildings & Structures	0	2	-	5	7	2	4	-	0	4	6	4	0	-	0	0	\$41,039
2	Professional Services	0	2	-	5	7	2	5	-	0	4	8	0	0	-	0	0	\$14,200
3																		
4																		
5																		
6																		
7																		
8																		
9																		
												TOTAL	\$55,239					

TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Motor Vehicle Fuel, Oil, Etc	0	2	-	5	7	2	2	-	0	4	3	6	0	-	0	0	\$5,200
2	Chemicals-Medical & Lab	0	2	-	5	7	2	2	-	0	4	3	8	0	-	0	0	\$9,000
3	Equipment	0	2	-	5	7	2	3	-	0	4	5	3	0	-	0	0	\$13,039
4	Machines & Equipment	0	2	-	5	7	2	4	-	0	4	5	6	0	-	0	0	\$4,000
5	Structures	0	2	-	5	7	3	6	-	0	4	8	6	0	-	0	0	\$24,000
6																		
7																		
8																		
9																		
												TOTAL	\$55,239					

**EXPLANATION:** Transfers are being requested to cover the remainder of the FY 2015-2016, to replace worn out equipment needed at the Water Plant and to cover the Lift Station Beautification Project - Lift Station #23 in the Wastewater Plant's operating budget.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

1. [Signature] 9/14/16  
Department Head

APPROVED BY:

3. [Signature]  
City Manager

9/15/16  
**RECEIVED**

REVIEWED BY:

2. [Signature] 9/14/2016  
Director of Finance

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

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SEP 15 2016  
Page 336  
CITY OF EDINBURG  
CITY MANAGER'S OFFICE

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** AIRPORT

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
1	PROFESSIONAL SERVICES	1	2	-	5	2	8	5	*	-	0	4	8	0	0	-	0	0	\$2,000.00
2																			
3																			
4																			
5				-						-						-			
6				-						-						-			
7				-						-						-			
Total																\$2,000.00			

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
1	MOTOR VEHICLE FUEL, OIL ETC	1	2	-	5	2	8	2	*	-	0	4	3	6	0	-	0	0	\$2,000.00
2																			
3				-						-						-			
4				-						-						-			
5				-						-						-			
6				-						-						-			
7				-						-						-			
Total																\$2,000.00			

EXPLANATION: MONIES NEEDED TO CARRY US THRU THE END OF FISCAL YEAR 2015-2016.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]  
Department Head

9/14/16

3. [Signature]  
City Manager

9/16/16

REVIEWED BY:

DATE ENTERED:

2. [Signature]  
Director of Finance

9/15/16

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SEP 15 2016

CITY OF EDINBURG  
**Page 337**  
 CITY MANAGER'S OFFICE



**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME SOLID WASTE MANAGEMENT**  
**DEPARTMENT SOLID WASTE MANAGEMENT**

TRANSFER FROM:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
OTHER	* 1 4 - 5 7 5 6 - 0 4 9 9 0 - 0 0	1,100
	Total	1,100

TRANSFER TO:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
OFFICE EQUIPMENT & FURNITURE	* 1 4 - 5 7 5 4 - 0 4 5 5 0 - 0 0	915
AIR CONDITIONING	* 1 4 - 5 7 5 4 - 0 4 6 7 0 - 0 0	185
	Total	1,100

EXPLANATION: Transfer necessary for additional repairs to HVAC and Alarm equipment.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL      YES       No

ROUTE AS NUMBERED

1. REQUESTED BY: [Signature]      DATE: 9/13/16      3. APPROVED BY: [Signature]      9/16/16  
 Department Head      City Manager

2. REVIEWED BY: [Signature]      DATE ENTERED:   /  /    
 Director of Finance

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SEP 15 2016  
 Page 339  
 CITY OF EDINBURG  
 CITY MANAGER'S OFFICE

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME SOLID WASTE MANAGEMENT**  
**DEPARTMENT SOLID WASTE MANAGEMENT**

**TRANSFER FROM:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
	STRUCTURES	1	4	-	5	7	5	6	*	-	0	4	8	6	0	-	0	0	47,140
Total																	47,140		

**TRANSFER TO:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT					
	OTHER	1	4	-	5	7	5	5	*	-	0	4	8	3	0	-	0	0	47,140
Total																	47,140		

**EXPLANATION:** Transfer necessary to cover additional State Fees for unanticipated additional tonnages.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

1. *Ram S. Gandy*  
Department Head

DATE:

9/13/16

APPROVED BY:

3. *[Signature]*  
City Manager

9/16/16

REVIEWED BY:

2. *[Signature]*  
Director of Finance

9/13/16

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

**RECEIVED**

SEP 15 2016

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CITY OF EDINBURG

CITY MANAGER'S OFFICE

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**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME SOLID WASTE MANAGEMENT**  
**DEPARTMENT SOLID WASTE MANAGEMENT**

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
LAND	1 4 - 5 7 5 6 - 0 4 8 5 0 - 0 0	29,741
OTHER	1 4 - 5 7 5 6 - 0 4 9 9 0 - 0 0	11,450
Total		41,191

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
MACHINES & EQUIPMENT	1 4 - 5 7 5 4 - 0 4 5 6 0 - 0 0	41,191
Total		41,191

**EXPLANATION:** Transfers necessary to fund additional expenditures for unanticipated repairs to Landfill Earth Moving Fleet and Commerical Collection Equipment, (Commercial Side Load, Roll Off and Front Load Retrievers), for their continued use as front line service equipment.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. *Ron Stange*  
Department Head

9/13/16

3. *[Signature]*  
City Manager

9/16/16

REVIEWED BY:

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

2. *[Signature]*  
Director of Finance

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SEP 15 2016

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