Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **August 15, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m43e9edd1d8764c44980ce02f05d8e122
Password: commission (26664774 from video systems)

Join by video system
Dial 25339639032@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 253 396 39032

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

Recognizing South Texas Conjunto Association (Commissioner R. De los Santos/Commissioner B. L. Martinez)

Recognizing Border Workers United (Commissioner L. C. Macias/ Commissioner B. L. Martinez)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) Road Capital Improvement Program Workshop - City Commission Presentation. (Multimodal Transportation Department)

2) Presentation on Fiscal Year 2024 Budget Workshop #2 (Financial Services Department)

PRESENTATION(S)

Municipal Court Department Update (Presiding Judge Rene De Coss)

Brownsville/South Padre Island International Airport - Airport Advisory Board update/report. (Commissioner R. De los Santos/Commissioner P. Cardenas)

Water Conservation & Drought Contingency Plan (Brownsville Public Utilities Board (BPUB)/City of Brownsville)

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Approval of the Minutes:

- **a)** Minutes of July 25, 2023, Special Workshop City Commission Meeting
- **b)** Minutes of August 1, 2023, Regular City Commission Meeting

2) Consideration and **ACTION** to enter into a two-year agreement to upgrade the Zoll Data System software for $168,258.75 as budgeted. (Fire Department)

3) Consideration and **ACTION** to approve and enter into a Memorandum of Agreement (MOA) with The Lower Rio Grande Valley Texas Pollutant Discharge Elimination System (TPDES) Stormwater Task Force Partnership Inc. (Engineering & Public Works Department)

4) Consideration and **ACTION** to award Tequila Group Integrated Marketing Communications the contract for the Small Community Air Service Development Grant (SCASDP) in the amount of $275,000 to market the new destinations in Orlando, Florida, and Burbank/Hollywood, California. (Airport Department)

5) Consideration and **ACTION** to approve the acquisition of two PIL-MO2 Automated Exit Lane Corridors by Dormakaba for $220,840. (Airport Department)

6) Consideration and **ACTION** to approve roof repairs for La Plaza Administration facility via OMNIA Contract #180901-TX-643 via Diverse Roofing contractor for the amount of $80,852.00 as budgeted. (Multimodal Transportation Department)

7) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-014**, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

8) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-015**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

9) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-016**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

10) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-017**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

11) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-905**, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

12) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-906**, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

13) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1723**, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

14) **APPROVAL on SECOND and FINAL READING** on **Ordinance Number 2023-736-Q**, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (Office of the City Manager)

15) Consideration and **ACTION** to extend the term contract for Procurement Card Services "P-Card" through State of Texas Comptroller of Public Accounts to Citibank. PCS-130-0823. (Financial Services Department)

16) Consideration and **ACTION** to authorize the City Manager to execute the Technical Assistance Agreement with the North American Development Bank (NAD Bank) to help fund the Feasibility and Planning Study for a Bus Rapid Transit (BRT) system in Brownsville in the amount of $180,000 as budgeted. (Multimodal Transportation Department)

17) Consideration and **ACTION** to authorize the City Manager to enter into a Master Service Agreement with LCT Software (Avolve Software Company) for DigEplan subscription to provide a fully integrated electronic plan review solution. (Planning & Redevelopment Department)

18) Consideration and **ACTION** on **Resolution Number 2023-109**, to confirm the appointment of members to the Civil Service Commission (Organizational Development & Human Resources)

19) Consideration and **ACTION** on **Resolution Number 2023-111,** to approve One Region, One Voice and supporting the RGV Partnership. (City Manager's Office)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-018-S**, to request a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-019**, to rezone from Residential Estate (RE) to Commercial Corridor (CC) to allow the expansion of an existing medical office for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1725** of the City of Brownsville, Texas, to adopt the Fiscal Year 2024 Annual Budget. (Financial Services Department) (**Roll Call Vote Required**)

4) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1726** to ratify the Fiscal Year 2024 budget that will raise more total property taxes than last year's budget. (Financial Services Department) (**Roll Call Vote Required**)

5) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1728** levying ad valorem taxes for the Tax Year 2023 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2024, providing for the interest and sinking fund for the Fiscal Year 2024 City of Brownsville, Texas, General Obligation Bonds. (Financial Services Department) (**Roll Call Vote Required**)

6) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1729** to approve a budget amendment for Fiscal Year 2023. (Multimodal Transportation Department/Finance Department)

7) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1730**, authorizing the issuance, sale, and delivery of up to $31,000,000 in aggregate principal amount of "Combination Tax and Revenue Certificates of Obligation, Series 2023"; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City's Municipal Landfill System; and approving and authorizing the execution of all instruments and procedures related thereto; delegating to certain city officials the authority to approve all final terms of the Certificates of Obligation; and declaring an effective date. (Financial Services Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** to award a contract to Shirley & Sons Construction Company, INC from Cleveland, Texas, for Dean Porter Park IFB# DPP-30-1223, for the repairs and renovations of the retaining wall and boardwalk in the amount of $737,486.85 plus the option for a 25% cost overrun maximum ($184,371.71) to Shirley & Sons Construction Company, INC, as budgeted. (Parks & Recreation Department)

2) Consideration and **ACTION** to award Specific and Aggregate Stop Loss Medical Insurance coverage for plan year 2023-2024 to ISU Companion Life. (Organizational Development & Human Resources)

3) Consideration and **ACTION** to approve **Resolution Number 2023-110** nominating Columbia Valley Healthcare System, L.P., to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as a qualified business and enterprise project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code. (Office of the City Manager)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION,** if any, to approve **Resolution Number 2023-104** to appoint, reappoint, and/or remove member(s) of the Transit Advisory Committee. (Multimodal Transportation Department) (Tabled from August 1, 2023)

2) Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095-B** to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

EXECUTIVE SESSION

1) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.076 (Deliberation Regarding Security Devices or Security Audits) regarding Migrant Influx Update. (Office of the City Attorney/Office of the City Manager)

2) Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Glory. (Office of the City Attorney/Office of the City Manager)

3) Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Ocean. (Office of the City Attorney/Office of the City Manager)

4) Closed session pursuant to Tex. Govt Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.086 (Competitive Matters) related to Project Spark. (Office of the City Attorney/Office of the City Manager)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) Consideration and **ACTION**, if any, related to Project Glory.

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr
Mayor of the City of Brownsville

I certify that a copy of the **August 15, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on August 11, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 15, 2023
Agenda #:	Recognizing South Texas Conjunto Association (Commissioner R. De los Santos/Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 15, 2023
Agenda #:	Recognizing Border Workers United (Commissioner L. C. Macias/ Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, August 15, 2023
Agenda #:	Road Capital Improvement Program Workshop - City Commission Presentation. (Multimodal Transportation Department)

Summary:
Eddie Haas, a consultant for Freese and Nichols Inc., will present an informative outline of the Capital Recovery Program. This will serve as both a technical demonstration as well as a gateway to understanding the impact the Capital Recovery Program will have on the City of Brownsville, Texas. Eddie Haas will show collection rates, definitions, city zones, and other important factors that play a part in the Capital Recovery Program. This will also serve as preparation for the City Commission and the decision to approve collection rates that will be presented later this year.

Project Scope and Analysis:
The Capital Recovery Fee/Program in the city of Brownsville involves imposing a fee on new residential and commercial developments. The collected fees will be directed towards enhancing infrastructure in specific designated zones. This initiative aims to ease the financial burden on the city when undertaking road improvements or constructing new roadways. By utilizing the funds generated from these fees, the city can efficiently finance and execute vital infrastructure projects, ultimately benefiting the community's overall development and quality of life. The Capital Improvements Advisory Committee (CIAC) will bring to this City Commission a recommendation letter with defined collection rates and other details rated to the Capital Recovery Program for possible approval.

Funding:

Source: n/a

Amount: 0.00

Local Contribution if Applicable: 0.00

Recommendation:

Mutimodal Transportation (MMT) recommends engaging with Eddies Haas with questions related to the Capital Recovery Program and how it will impact the City of Brownsville, Texas.

Commission Pillar:
Infrastructure, Quality of Life, Government Pillar

Attachments:
1. Brownsville Commission Workshop_August 15 2023-rev

August 15, 2023

City Commission Workshop

Road Capital Improvement Program

Philosophical Approach:

- City shouldering ***full burden*** for new roads and road O&M
- Equitable and structured approach to build ***new*** roads
- ***Tax payers*** footing the bill
- ***Affordable housing*** cited in law for ***reduced fees/waiving***
- **One-time** fee; up-front knowledge
- Conservative approach to CRF
  - No credit analysis; 50% credit to CRF CIP
  - Focused Mobility Plan improvements (multi-modal)

New Development should share in the cost to provide service

Philosophical Approach:

- Draft policies **align with City Strategic Vision for Historic Downtown Brownsville**
  - Planning and Zoning Pillar (Downtown Development)
  - Eco. Development Pillar (Fiscal resources for desired services)
  - Infrastructure Pillar (CRF to enable city funds to be directed to facilities maintenance)

New Development should share in the cost to provide service

Program Development Process

CIAC COORDINATION

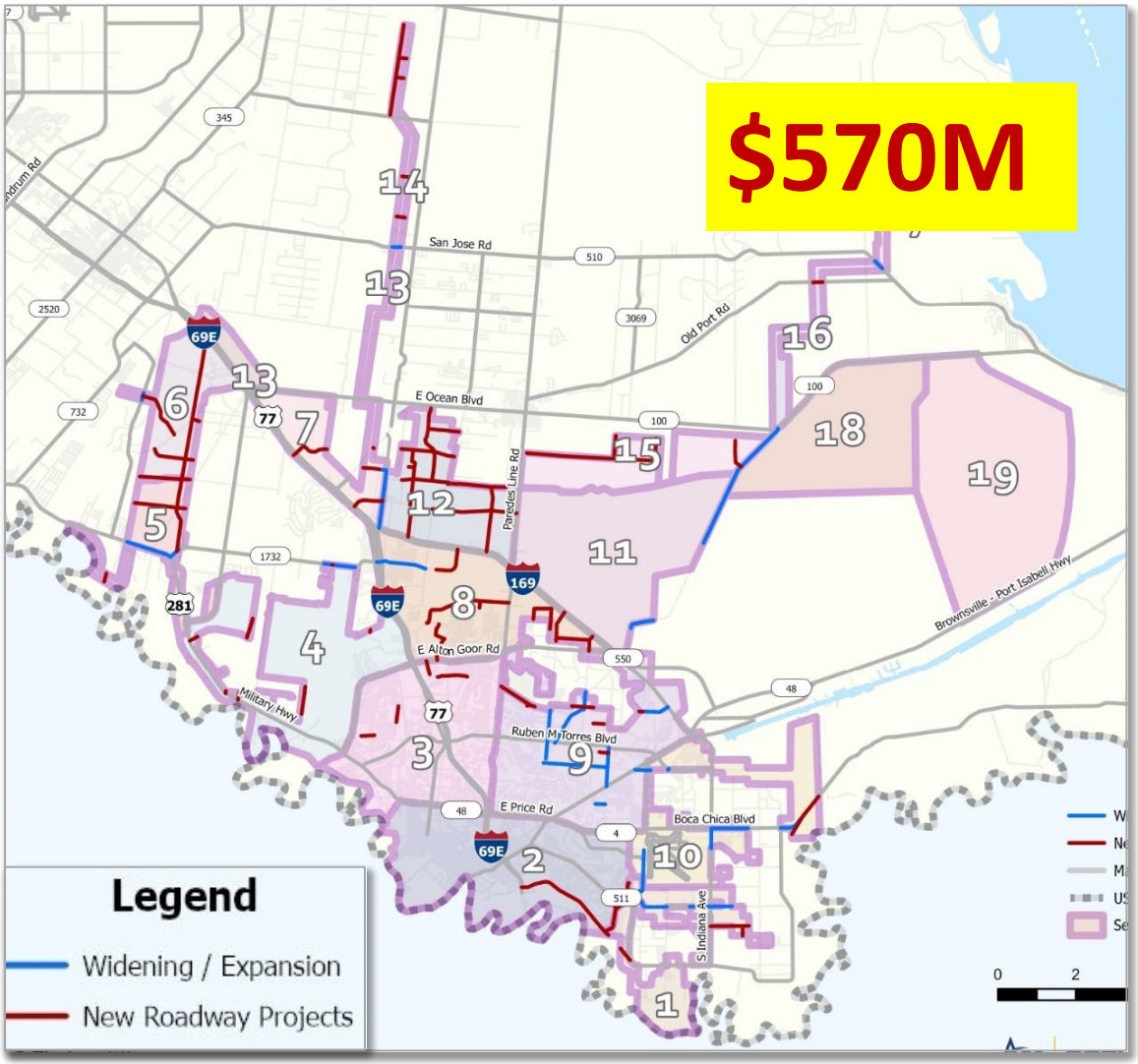
1. Prepare Land Use Assumptions
2. Prepare Capital Improvement Plan
3. LUA/CIP Public Hearing — *City Council* — ***Apr. 18th***
4. Conduct Recovery Fee Calculations and Policy Considerations
5. Recovery Fee Public Hearing and Commission Consideration — *City Council* — ***Sept. 19th***
6. Capital Recovery Fee Ordinance — ***October 3rd***

Road Capital Improvements Plan

- 130 Projects
- Aligned with the Mobility Plan
- Arterial & Collector Class facilities

- **New Roadways (red):**
  - 90 projects
- **Widenings (blue):**
  - 40 project segments

- Total CIP Cost: $570M
- Credited CIP: $285M
- Cost Attributable to Growth: $197M

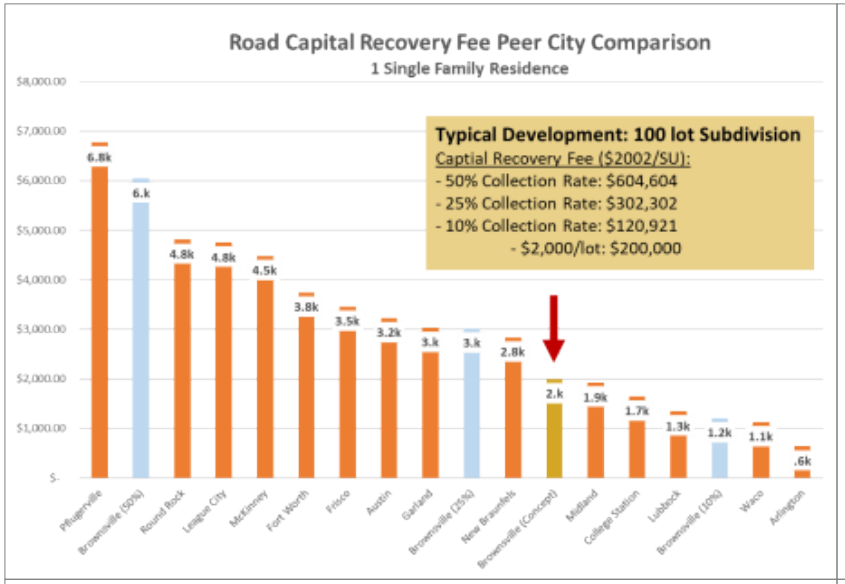


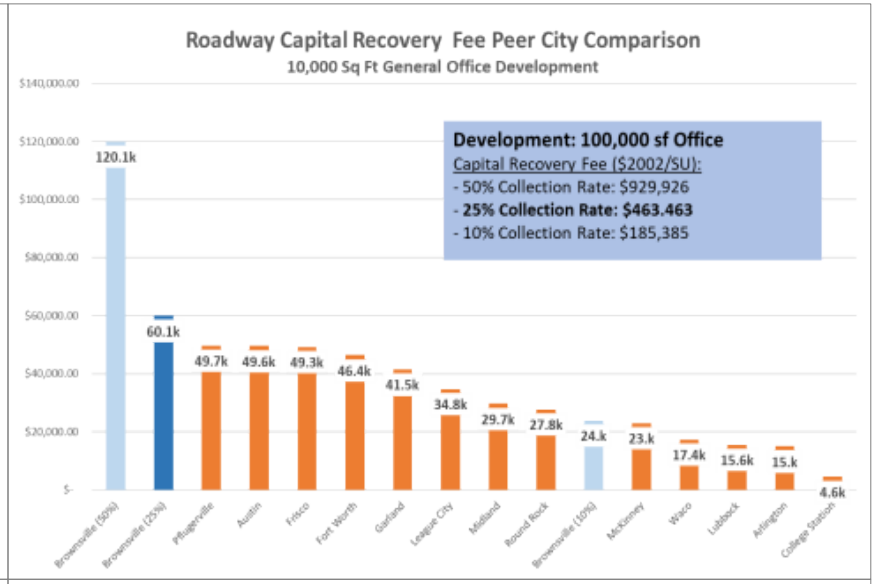
Cost per Service Unit Calculation

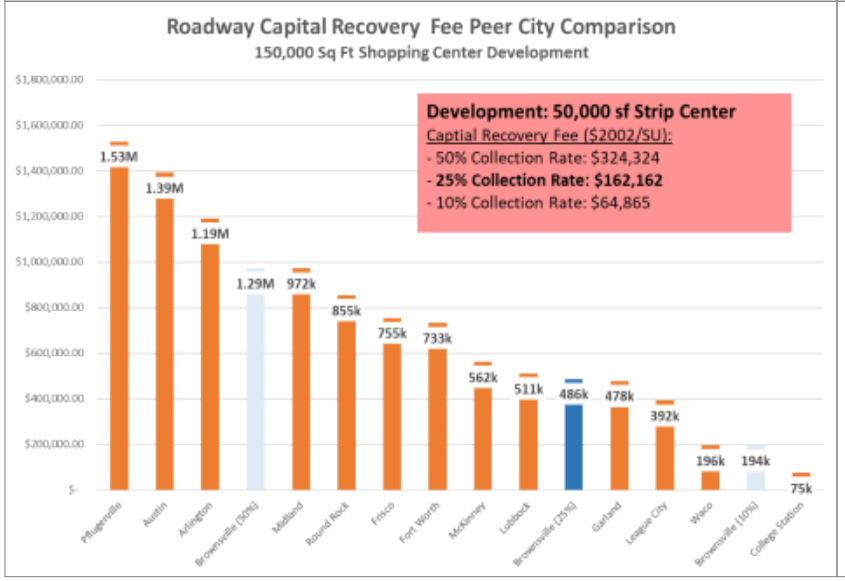
Service Area Analysis Summary

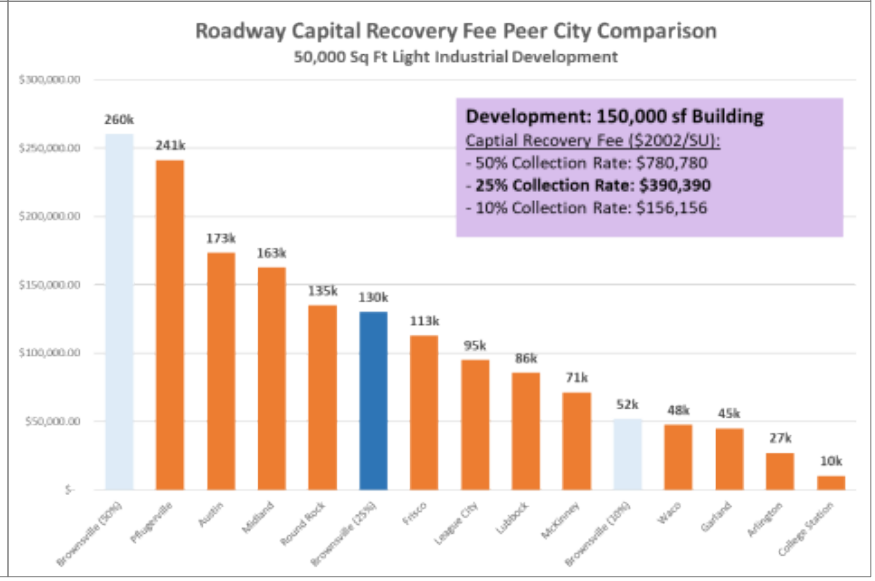
Service Area	Total Project Cost of CIP	Cost of Net Capacity (50% Credit)	Percent of CIP Attributable to New Dev.	Credited Cost Attributable to New Dev. (50% Credit)	Credited Cost per Service Unit (Maximum Allowable) (50% Credit)	Actual Cost per Service Unit (Full Cost)
1	$35,357,928	$13,364,537	100.0	$13,364,537	$636.00	$1,272.00
2	$41,622,269	$20,811,134	100.0	$20,811,134	$1,882.00	$3,764.00
3	$15,539,792	$7,769,896	100.0	$7,769,896	$267.00	$534.00
4	$18,267,120	$9,133,560	100.0	$9,133,560	$660.00	$1,320.00
5	$35,499,839	$11,280,027	37.3	$4,207,880	$3,161.00	$6,322.00
6	$45,614,976	$20,913,004	18.3	$3,834,815	$3,274.00	$6,548.00
7	$25,754,854	$12,877,427	100.0	$12,877,427	$1,012.00	$2,024.00
8	$77,585,326	$38,792,663	97.4	$37,779,499	$2,564.00	$5,128.00
9	$49,535,815	$24,767,907	100.0	$24,767,907	$860.00	$1,720.00
10	$29,164,134	$14,582,067	100.0	$14,582,067	$1,115.00	$2,230.00
11	$6,571,531	$2,266,304	100.0	$2,266,304	$1,154.00	$2,308.00
12	$105,356,886	$34,075,324	75.2	$25,627,982	$2,917.00	$5,834.00
13	$732,460	$0	100.0	$0	$0.00	$0.00
14	$14,432,553	$4,319,055	100.0	$4,319,055	$1,836.00	$3,672.00
15	$58,561,142	$29,280,571	38.5	$11,282,631	$2,535.00	$5,070.00
16	$3,050,261	$1,525,130	72.6	$1,107,007	$2,239.00	$4,478.00
17	$682,259	$341,129	0.0	$0	$0.00	$0.00
18	$7,405,967	$3,702,984	100.0	$3,702,984	$1,089.00	$2,178.00
19	$0	$0	100.0	$0	$0.00	$0.00
Totals	$570,735,114	$249,802,721	100.0	$197,434,685	$2,002.00	$4,003.00
					Average	

Benchmarking









Sample Development Scenarios

Typical Development: 100 lot Subdivision
Captial Recovery Fee ($2002/SU):
- 50% Collection Rate: $604,604
- 25% Collection Rate: $302,302
- 10% Collection Rate: $120,921
    - $2,000/lot: $200,000

Development: 100,000 sf Office
Capital Recovery Fee ($2002/SU):
- 50% Collection Rate: $929,926
- **25% Collection Rate: $463.463**
- 10% Collection Rate: $185,385

Development: 50,000 sf Strip Center
Captial Recovery Fee ($2002/SU):
- 50% Collection Rate: $324,324
- **25% Collection Rate: $162,162**
- 10% Collection Rate: $64,865

Development: 150,000 sf Building
Captial Recovery Fee ($2002/SU):
- 50% Collection Rate: $780,780
- **25% Collection Rate: $390,390**
- 10% Collection Rate: $156,156

Draft Final CIAC Considerations

CRF Program:
- Implementation
- Collection Rate
- Exemptions

Capital Recovery Program: ***Yes***

1. Capital Recovery:
   - **Implementation:**
     - 12-month delayed start
       - Development friendly
       - Start Date: October 2024 (from there, 1-year grace period)
   - **Collection Rate:**
     - Residential: $2000/lot, 5% annual increase
     - Non-Residential Fee: 25% of max, 5% annual increase

Draft Final CIAC Considerations

2. ***Exemptions:***

- **Residential Development**
  - 80% complete, remaining 20% exempt
    - If 80% of residential development permits issued by time of program start, the remaining 20% shall be exempt

  - **Mixed-use developments** with 25% of dedicated Workforce Housing shall receive a CRF reduction of 25%

- **Legacy Businesses**
  - Exemptions for specific expanding or relocating businesses, operating for at least 5 years within the city, that add production or business capacity within city limits.

Commission Questions/Answer Session

August 15, 2023

THANK YOU!

City Commission Workshop

Road Capital Improvement Program

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Finance Department
Date:	Tuesday, August 15, 2023
Agenda #:	Presentation on Fiscal Year 2024 Budget Workshop #2 (Financial Services Department)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. Fiscal Year 2024 Budget FS 2023-08-11
2. FY2024 Adopted Budget (ExhibitA)

FISCAL YEAR 2024 BUDGET

City Commission
The City of Brownsville

On the Border, By the Sea, and Beyond

August 15, 2023

One City Team

John Cowen, Jr.
Mayor

Tino Villarreal
City Commissioner at-Large "A"

Rose M.Z. Gowen
City Commissioner at-Large "B"

Bryan L. Martinez
City Commissioner District 1

Linda C. Macias
City Commissioner District 2

Roy De los Santos
City Commissioner District 3

Pedro Cardenas
City Commissioner District 4

ONE CITY

GBIC

City Commission

Municipal Leadership

BPUB

BCIC

15 Min City

SpaceX

LNG

Smart City Roadmap

Broadband

Games of Texas

Charro Days

Gladys Porter Zoo

Quality of Life

Avelo Airlines

Top FY24 Budget & C.O. Initiatives

1. Reward Employees
   - 3.5% COLA ($1.2M)
   - Stipend (End of September) ($1.2M) Total / ($1,315) per FT Employee & ($658) per PT Employee
   - 12% Compensation Adjustment from FY23 ($431.2K)
   - Longevity ($261K)
2. Street Improvements – ($14.5M) Design, Rebuild, & Repair
   - Funding Sources: C.O. ($12.5M) & Operating ($2M)
   - Old HWY 77
   - Stagecoach Rd.
   - Wild Rose Rd.
   - East 14th St.
   - Coffee Rd.
   - Old Alice Rd.

FY24 Budget & C.O. Initiatives → $8.9M + $30.2M = $39.1M

$1.6M
Years 1 & 2
Police Contract

$1.2M
3.5% COLA
$261K
Longevity

$550K
Gladys Porter Zoo
(HOT Funds)

$2.0M
Gladys Porter Zoo
Match

$2.2M
Network Switches

Legend:
FY24 Budget
C.O. Funded

$490K
Year 2
Fire Contract

$431.2K
12% Comp.
Adjustment

$2.0M
Streets & Roads

$11.5M
Streets & Roads

$800K
Sidewalks -
Hike & Bike Trails

$200K
Beautification

$2.4M
Multimodal

$1.5M
Historic Buildings

$7.6M
Infrastructure

$2.4M
Ambulance &
Fire Trucks

$2.0M
Public Works
Heavy Equipment

FY24 Requests Awaiting Funding

1. **Operating Expense Increases**
2. **Software Requests (Mid Year Budget Amendment)**
3. **Compression Issues**
4. **One-Time Expenditures – Proposed Solutions To Follow**

City of Brownsville
Accelerating Property Tax Valuations

Fiscal Year	Estimated Poplulation	Taxable Assessed Valuation
2013	177,795	$ 5,580,529,052
2014	179,834	$ 5,771,016,332
2015	181,487	$ 5,900,931,613
2016	182,110	$ 6,039,624,579
2017	183,823	$ 6,303,725,588
2018	183,299	$ 6,440,434,596
2019	183,292	$ 6,685,286,108
2020	182,781	$ 7,136,996,284
2021	186,738	$ 7,246,442,694
2022	187,831	$ 7,847,124,557
2023	189,987	$ 10,054,913,348

1 Year Growth Rate		
$ Increase	% Increase	% Increase / yr
$ 2,207,788,791	28%	28%
5 Year Growth Rate		
$ Increase	% Increase	% Increase / yr
$ 3,614,478,752	56%	11%
10 Year Growth Rate		
$ Increase	% Increase	% Increase / yr
$ 4,474,384,296	80%	8%

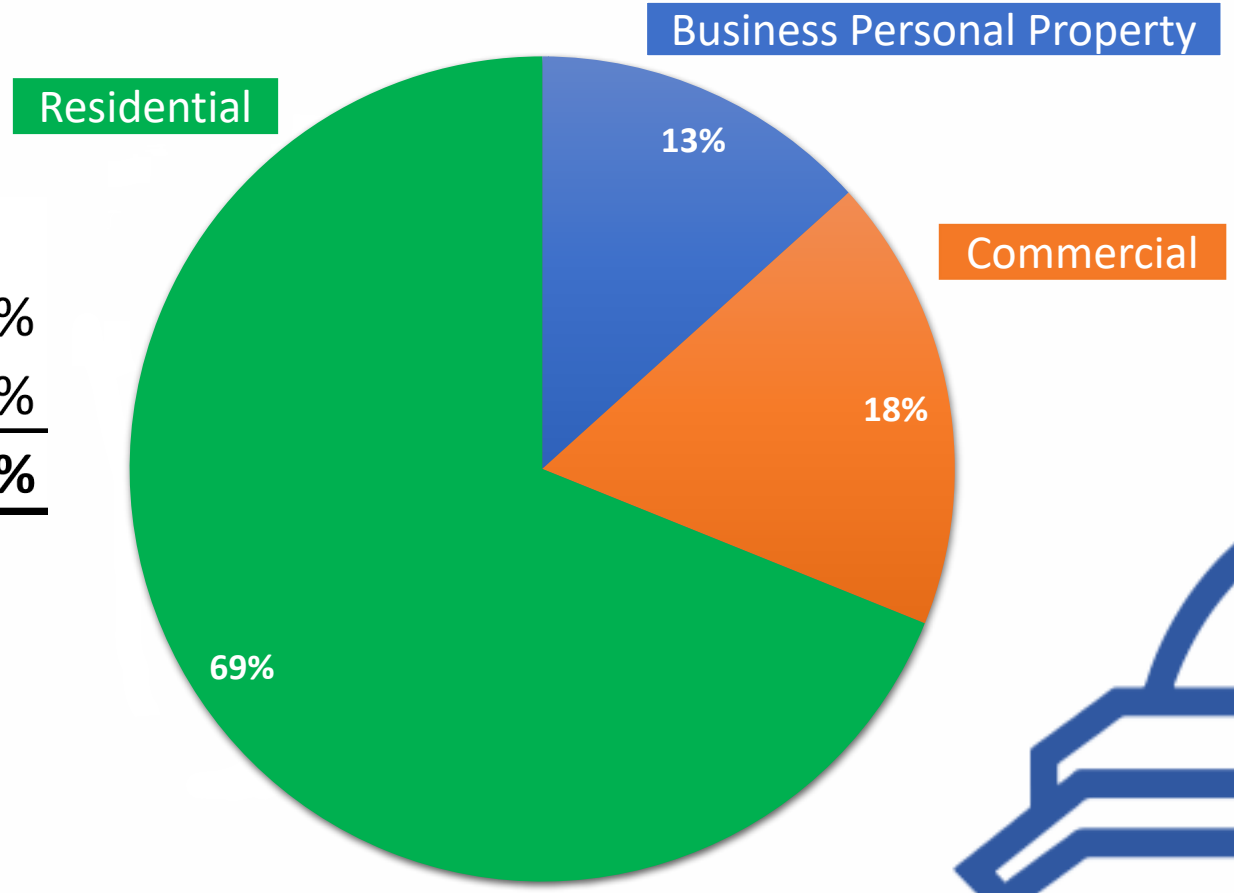
City of Brownsville
Tax Rates 10 Year History

Fiscal Year	Total Direct Tax Rate	Year over Year % Change	3-Year % Change
2014	0.700613		
2015	0.700613		
2016	0.700613		
2017	0.700613		
2018	0.700613		
2019	0.700613		
2020	0.700613		
2021	0.697964	-0.4%	
2022	0.697113	-0.1%	
2023	0.607987	-12.8%	-13.3%

City of Brownsville
Property Tax Valuation Mix

Type	Taxable Values	
Commercial	3,127,658,921	31.1%
Residential	6,927,254,427	68.9%
Total	**10,054,913,348**	**100.0%**

Average home price in Brownsville is $280,634. Without commercial property tax valuations, the City would need home prices to be $367,631 to balance our FY24 budget.

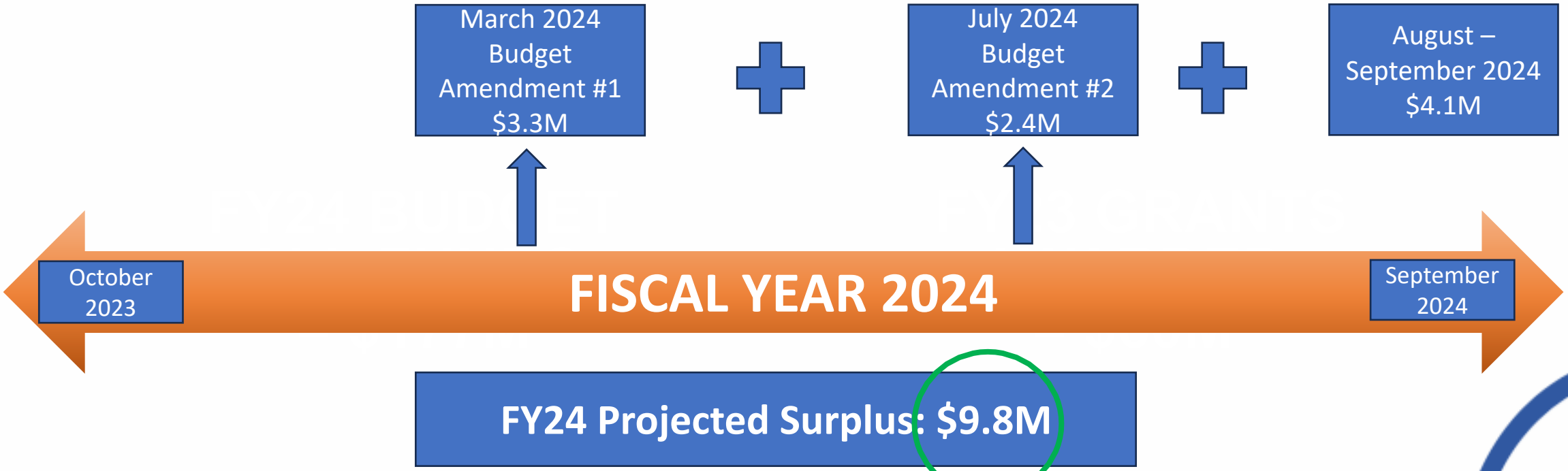


What Does 5% Actual Sales Tax Growth Enable?

How Do We Get There?

- FY23 May YTD Actuals (8 months): $28.8M
- FY23 YE Projected: $43.2M
- FY24 Budget: $35.6M
- FY24 Projected with 5% Actual Growth: $45.4M
- FY24 Projected Surplus To Budget: $9.8M

FY24 Projected Sales Tax Surplus



FY24 Projected Sales Tax Surplus

Timing & Needs:

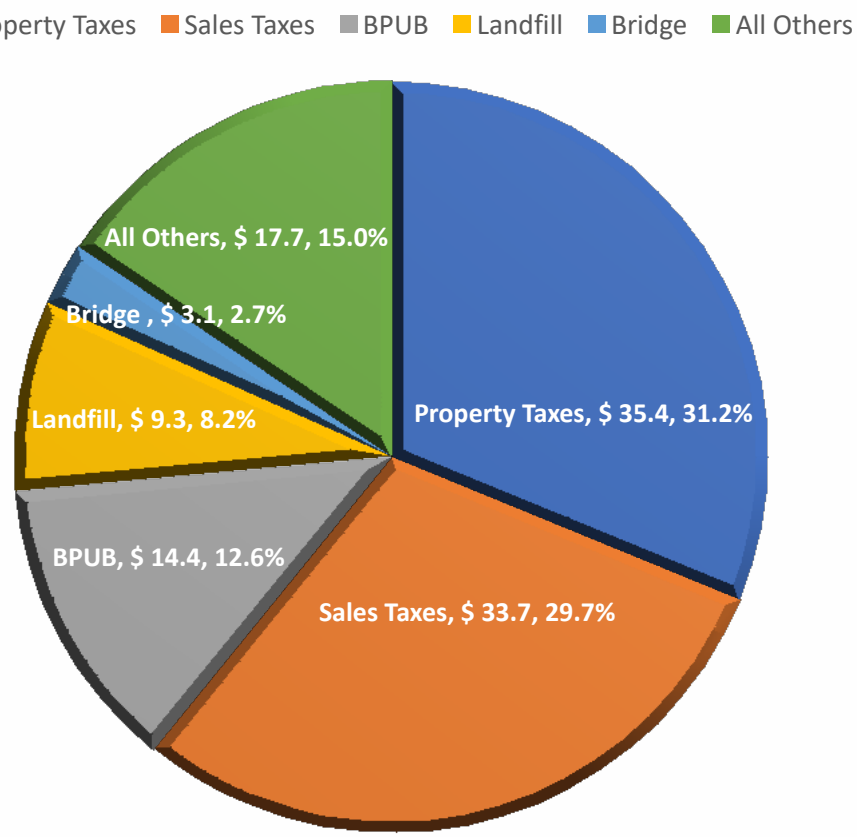
Amendment #1 (March 2024)

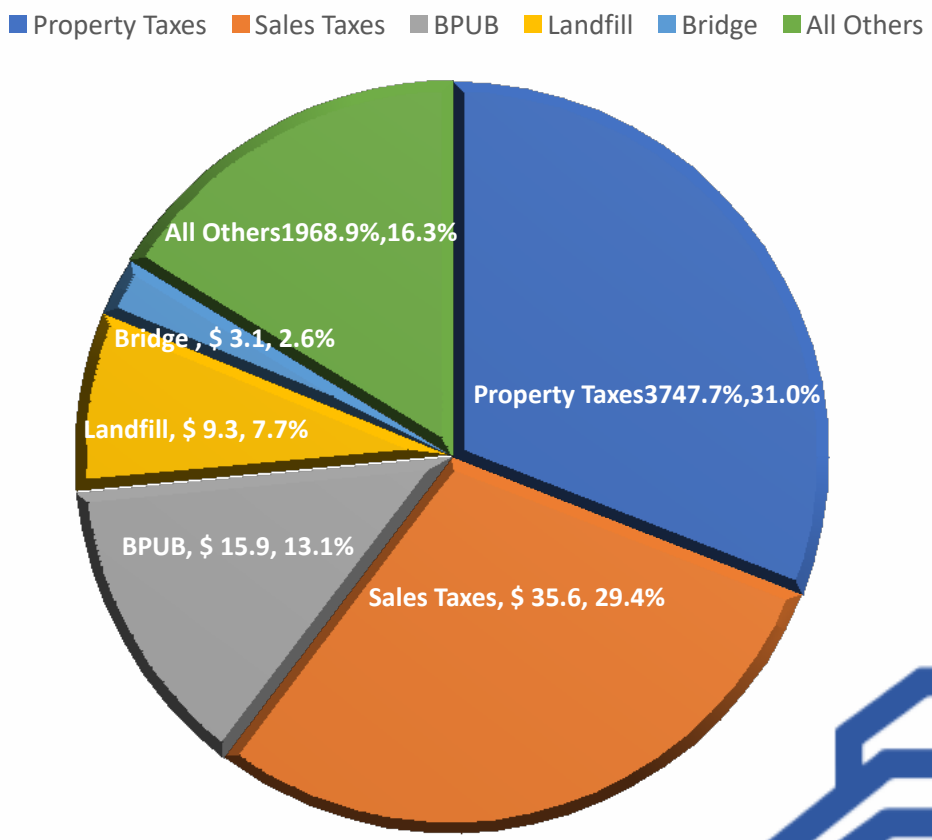
- Hike & Bike Trails
- Beautification Projects
- Parks & Recreation Initiatives
- Material Costs & Roads (Public Works)
- Grants (Matching Funds)
- One-Time Software (Internal Audit)
- Technology Initiatives
- Strategic Plans (City Commission)
- Economic Development Initiatives

Amendment #2 (July 2024)

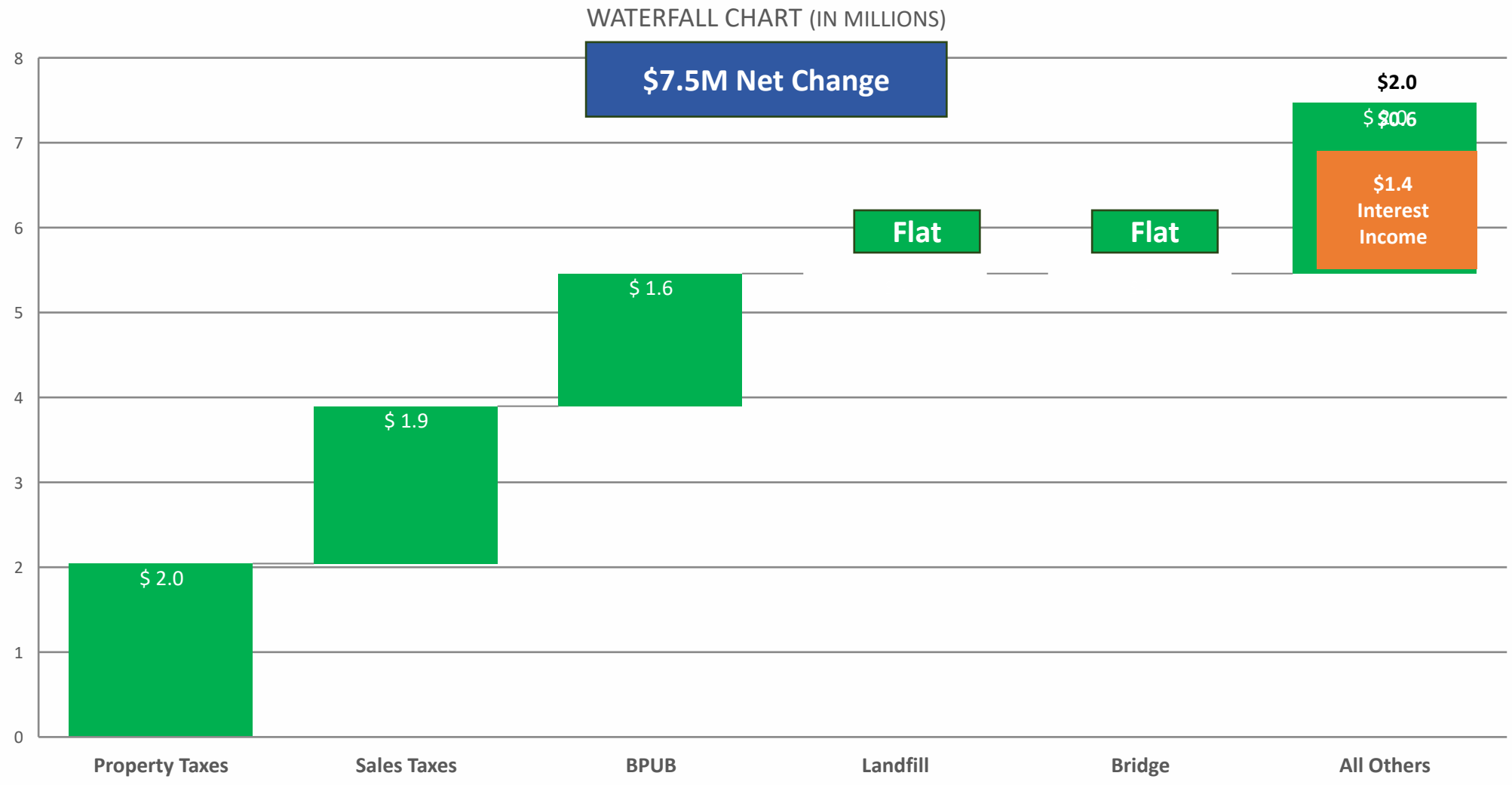
- Hike & Bike Trails
- Beautification Projects
- Parks & Recreation Initiatives
- Material Costs & Roads (Public Works)
- Grants (Matching Funds)
- Training & Development (Entire Organization)
- Compression Issues (Entire Organization)
- Building Restoration (Historic Buildings)
- Economic Development Initiatives
- Golf Course Infrastructure
- Onboarding Software (ODHR)

General Fund Revenues Sources

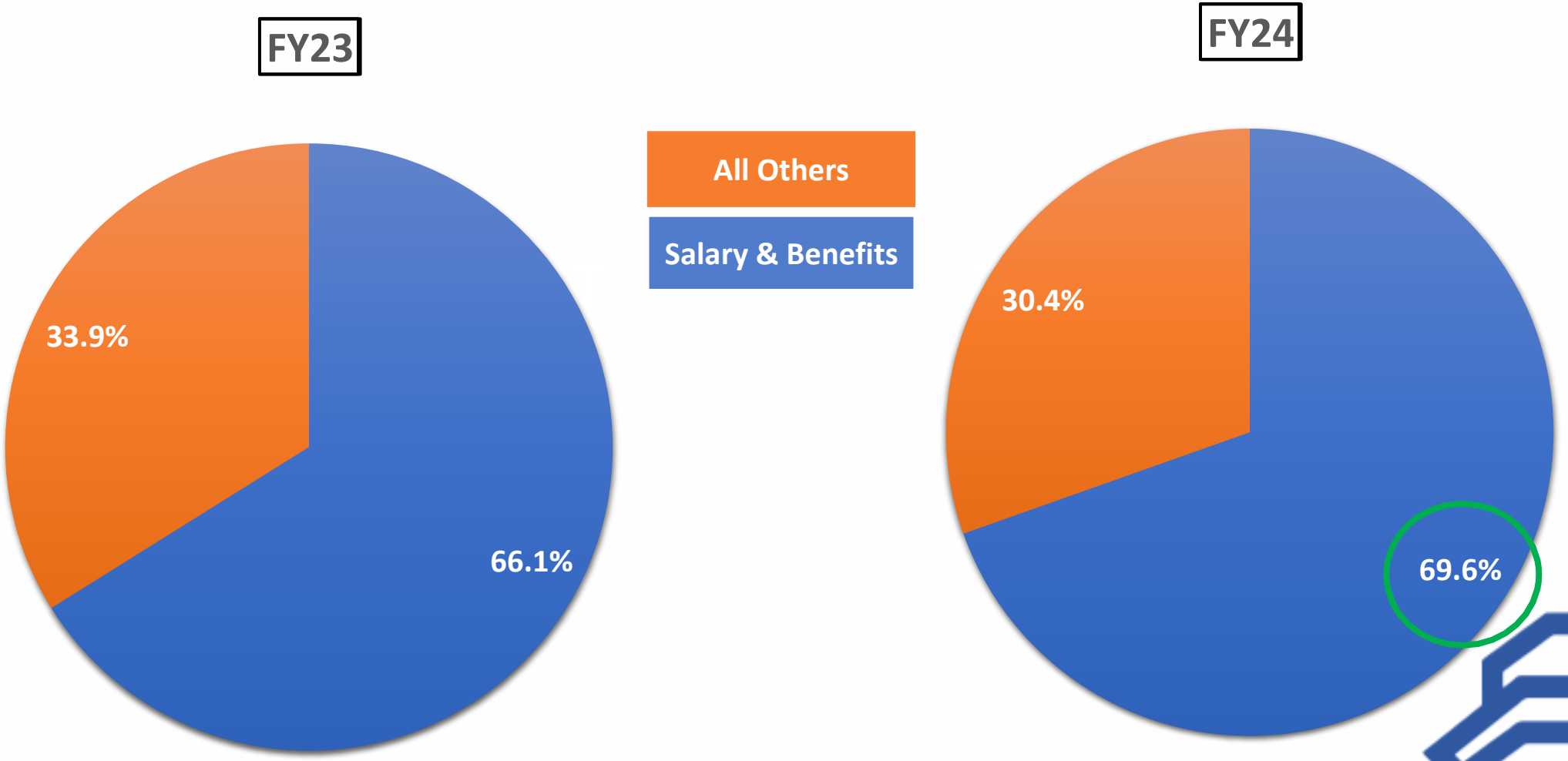




General Fund Revenues Increases (FY23 – FY24)

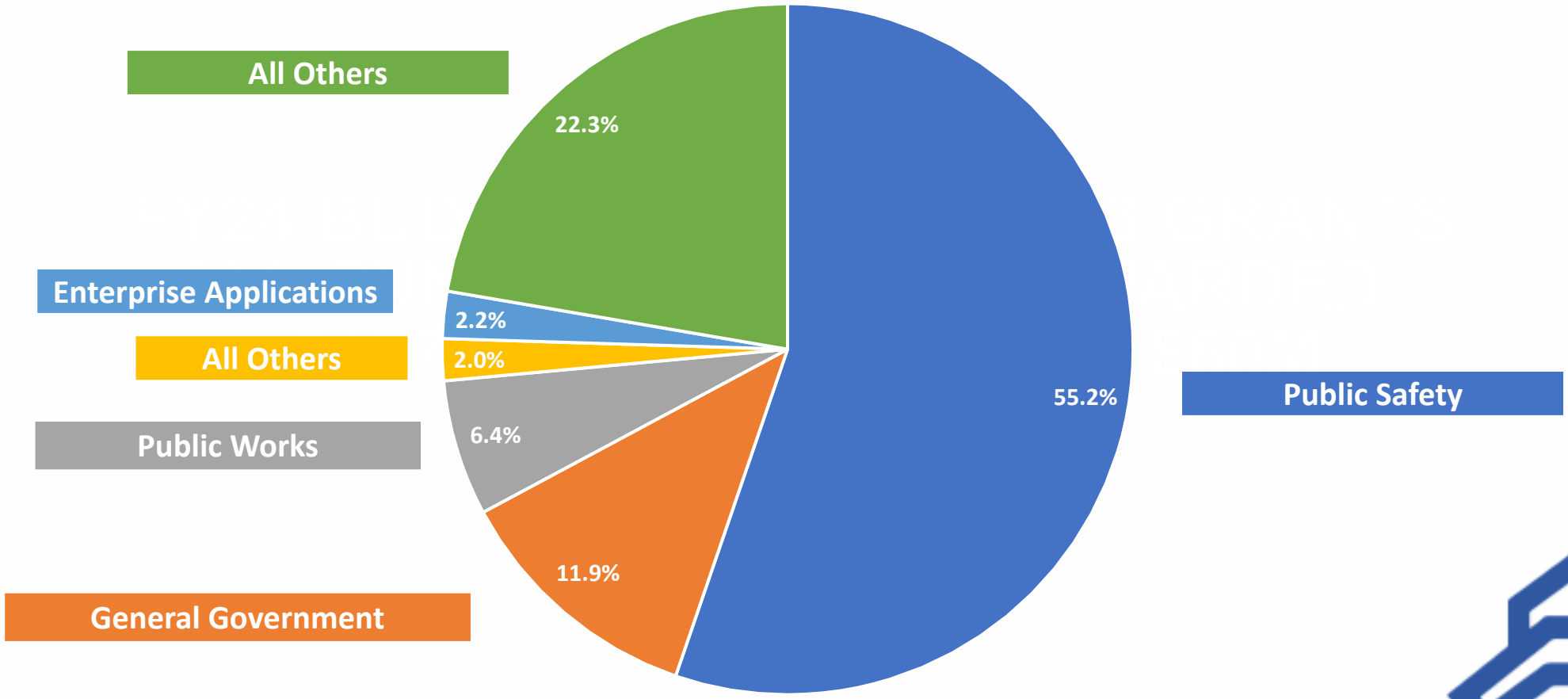


FY23 vs FY24 General Fund Expenditures



*General Fund – Modified Accrual Accounting

FY24 General Fund Expenditures



What Does It All Cost?

Bacon Q Tacos (2)
$3.25 Per Day

Stripes - Bacon Q Tacos (2)

FY24 Budget All Funds
$2.43 Per Day

All Brownsville City Services

What Does It All Cost?

Coffee
$3.69 Per Day

McDonald's Iced Mocha (Medium)

FY24 Budget All Funds
$2.43 Per Day

All Brownsville City Services

FY 23 Projections

FY23 Budget Surplus - Stipends		**FY23 Year-End Reconciliation**
FY22 Total General Fund Balance	$ 53,402,790	
FY22 Unassigned General Fund Balance	$ 43,365,209	(113 days)
Subtotal Surplus Forecasted	$ 3,700,000	(100 days vs 90 days)
- Multimodal Matching Grants	$ (2,100,000)	
Contingency	$ (445,646)	
Surplus Forecasted	$ 1,154,354	

Option 9 - $1,154,000 Civilian Pool Amount				
Full-Time Employees	$ 1,120,064	672	$	1,315
Part-Time Employees	$ 30,653	37	$	658
Total	**$ 1,150,717**	**709**		

Full-Time Headcount - Payroll 7/12/2023		
Civilian Full-Time	672	61.6%
Police	221	20.3%
Fire	198	18.1%
Total Headcount	1,091	100.0%

Employee-Centered Focus (One City)

- COLA 3.5%
- Stipend - Full-Time and Part-Time Civilian Employees
- United Way Food Drive
- Longevity Pay
- Continuation of Pilot Employee Education Program – Surplus Sales Tax
- Certification Programs (Technical Knowledge)
- Retirement Plan Pension – 2 to 1 Match Upon Retirement
- Enhanced Savings Plan - 457B
- New Tax Law Effective January 2024 Requires a Roth 457B For Catch Up Contributions
- Financial Wellness Advice (Retirement Planning, Mortgage Applications, & Credit Scores) – Bilingual Vendor Employee Consultation
- 9/80 Flex Scheduling Program
- Comprehensive Benefits Package (Medical, Telemedicine, Dental & Vision), Short-Term & Long-Term Disability, & Life Insurance Increased to $50K in FY23 continued into FY24
- Development Programs for Employees (Soft Skills)

General Fund Balances

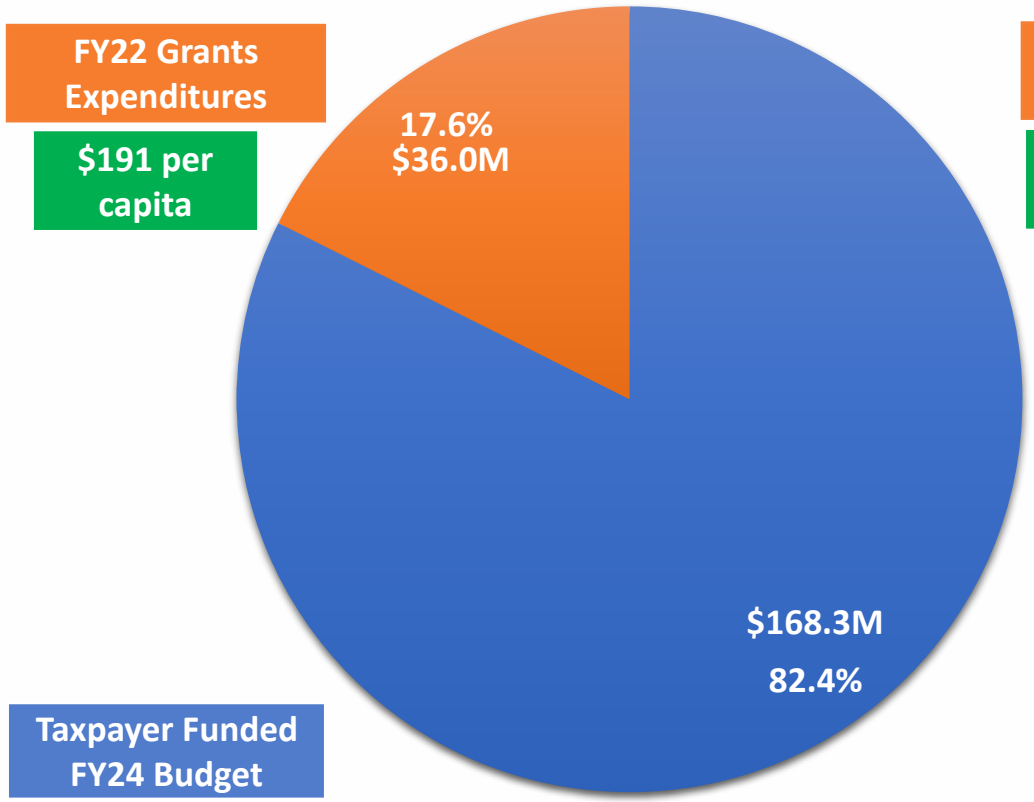
General Fund	FY23 Amended Budget	FY24 Proposed Budget
Restricted	15,997,334	15,997,334
Unrestricted	21,355,131	21,355,131
	$ 37,352,465	**$ 37,352,465**

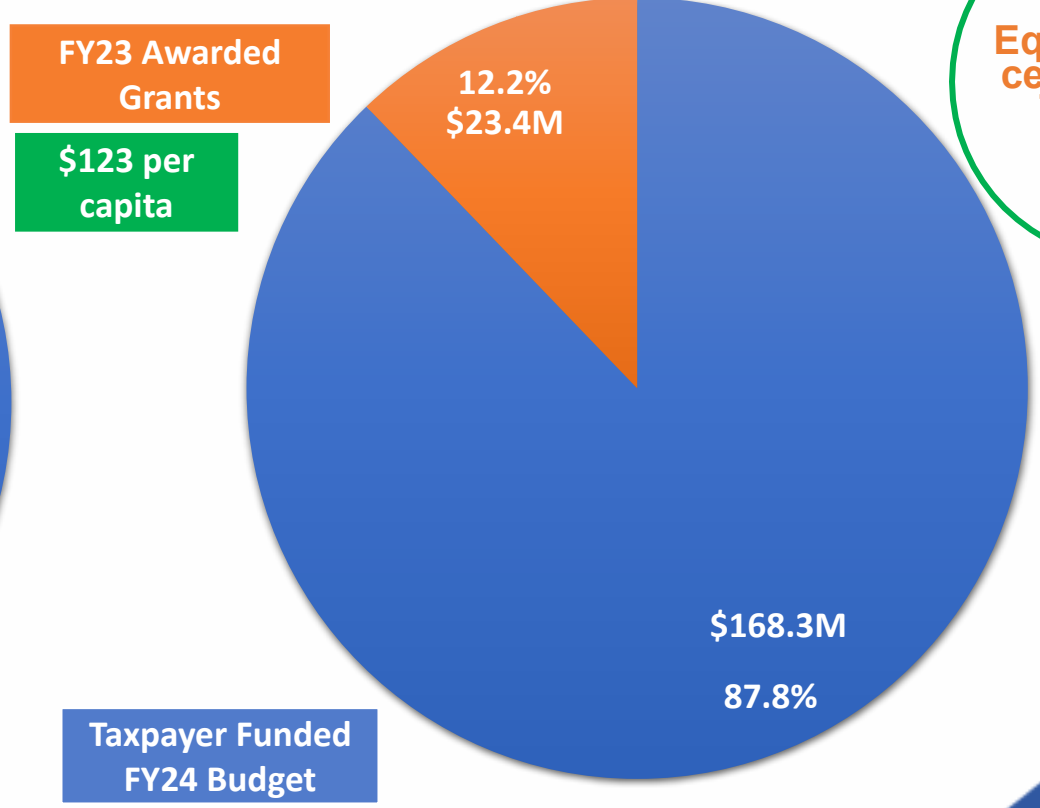
Unassigned Budget FY23	**100**
Unassigned Estimated FY23	**90**
Unassigned Budget FY24	**113**

City Funding Comparison

$4 of Tax Support = $1 of Grant Expenditures

$8 of Tax Support = $1 of Grant Funding





Equivalent to 7 cents for 2024 Tax Rates.

FY24 General Fund Transfers

Transfers In	
BPUB	9,900,000
Landfill	9,300,000
Bridge	3,100,000
Total Transfers In	**$ 22,300,000**

Transfers Out	
Public Transit Fund	2,434,562
Street & Drainage Maintenance Fund	988,788
Sports Park Fund	506,513
Brownsville Golf & Recreation	401,986
Event Center Fund	366,171
TIRZ Funds (3)	380,000
Motor Vehicle Parking System Fund	186,854
Total Transfers Out	**$ 5,264,874**

Proposed Budget - Enterprise Funds

Self Supporting

Requires Assistance From Other Funding Sources

Airport	FY23	FY24	% Change
Revenues	2,839,800	3,435,600	21.0%
Expenses	4,311,812	4,482,214	4.0%
Revenue Over (Under) Expenses	$ (1,472,012)	$ (1,046,614)	-

Public Transit	FY23	FY24	% Change
Revenues	4,118,290	5,455,730	32.5%
Expenses	6,828,762	7,890,292	15.5%
Revenue Over (Under) Expenses	$ (2,710,472)	$ (2,434,562)	-

Bridge	FY23	FY24	% Change
Revenues	2,435,000	3,210,000	31.8%
Expenses	4,166,000	4,175,000	0.2%
Revenue Over (Under) Expenses	$ (1,731,000)	$ (965,000)	-44.3%

*Actuals are profitable in FY23.

Landfill	FY23	FY24	% Change
Revenues	16,396,000	17,852,000	8.9%
Expenses	16,091,056	16,508,142	2.6%
Revenue Over (Under) Expenses	$ 304,944	$ 1,343,858	340.7%

Motor Vehicle Parking System	FY23	FY24	% Change
Revenues	803,600	426,600	-46.9%
Expenses	685,774	613,454	-10.5%
Revenue Over (Under) Expenses	$ 117,826	$ (186,854)	-

Brownsville Golf Center	FY23	FY24	% Change
Revenues	360,900	459,750	27.4%
Expenses	837,167	861,736	2.9%
Revenue Over (Under) Expenses	$ (476,267)	$ (401,986)	-

Event Center	FY23	FY24	% Change
Revenues	555,709	461,850	-16.9%
Expenses	777,791	828,021	6.5%
Revenue Over (Under) Expenses	$ (222,082)	$ (366,171)	-

Sports Park	FY23	FY24	% Change
Revenues	275,500	344,820	25.2%
Expenses	1,302,324	1,320,010	1.4%
Revenue Over (Under) Expenses	$ (1,026,824)	$ (975,190)	-

*Enterprise Funds – Full Accrual Accounting

Proposed Budget – Other Governmental Funds

Convention & Tourism	FY23	FY24	% Change
Revenues	1,864,092	1,936,134	3.9%
Expenses	2,022,592	1,974,755	-2.4%
Revenue Over (Under) Expenses	$ (158,500)	$ (38,621)	

*Budget includes $50K transfer to the Zoo which causes a slight loss.

A fund used to account for the promotion of tourism. The primary revenues are provided by the proceeds from the City's Hotel Occupancy Tax.

Community Development	FY23	FY24	% Change
Revenues	3,872,782	3,839,303	-0.9%
Expenses	3,872,782	3,839,303	-0.9%
Revenue Over (Under) Expenses	$ -	$ -	

A fund used to account for the operations of the Community Development Block Grant/Metropolitan Entitlement funds.

Street & Drainage	FY23	FY24	% Change
Revenues	3,759,500	4,250,500	13.1%
Expenses	6,074,423	5,239,278	-13.7%
Revenue Over (Under) Expenses	$ (2,314,923)	$ (988,778)	

A fund used to account for the street and drainage maintenance operations. This fund is classified as a Special Revenue fund.

Debt Service	FY23	FY24	% Change
Revenues	22,746,625	25,440,726	11.8%
Expenses	20,629,268	24,564,348	19.1%
Revenue Over (Under) Expenses	$ 2,117,357	$ 876,378	

A fund used to account for the debt service on legally restricted general bonded long-term debt for the City.

Other Governmental Fund Balances

Convention & Tourism	FY23	FY24	% Change
Fund Balance	865,840	784,481	-9.4%

Community Development	FY23	FY24	% Change
Fund Balance	97,602	52,037	-46.7%

Street & Drainage	FY23	FY24	% Change
Fund Balance	1,614,365	3,484,381	115.8%

Debt Service	FY23	FY24	% Change
Fund Balance	5,591,185	6,300,839	12.7%

Proposed Budget – Other Internal Service Funds

Employee Benefit	FY23	FY24	% Change
Revenues	15,039,000	15,039,000	0.0%
Expenses	15,369,070	15,369,070	0.0%
Revenue Over (Under) Expenses	$ (330,070)	$ (330,070)	

An Internal Service fund established to administer the health and medical insurance program for City employees on a cost-reimbursement basis.

Fleet & Facility Services	FY23	FY24	% Change
Revenues	10,591,350	9,173,195	-13.4%
Expenses	10,948,930	9,173,195	-16.2%
Revenue Over (Under) Expenses	$ (357,580)	$ -	

An Internal Service fund established to finance and account for services, materials, and supplies furnished to various departments of the City.

Enterprise Applications	FY23	FY24	% Change
Revenues & Transfers	3,215,685	2,768,983	-13.9%
Expenses	4,248,579	2,768,983	-34.8%
Revenue Over (Under) Expenses	$ (1,032,894)	$ -	

An Internal Service fund established to finance and account for Information Technology services, materials, and supplies furnished to various departments of the City.

Other Internal Service Fund Balances

Employee Benefit	FY23	FY24	% Change
Fund Balance	1,608,693	1,278,623	-20.5%

Fleet & Facility Services	FY23	FY24	% Change
Fund Balance	456,366	456,366	0.0%

Enterprise Applications	FY23	FY24	% Change
Fund Balance	(898,904)	(898,904)	0.0%

Potential Additional Revenue Sources

Fiber Enterprise Fund

- Fund Technology Expenses
- Enhance Productivity
- Positive Community & Business Impact
- Enhanced Communication
- Improve Citizen Response Time
- Modernize To Attract New Business
- Improve Desirability For Relocation For Potential Employees and Citizens

UPDATED 5-YEAR STRATEGIC PLAN (SEPTEMBER)

QUESTIONS

BROWNSVILLE

FY2024 PROPOSED BUDGET

OCTOBER 1ST, 2023 - SEPTEMBER 30TH, 2024

(Exhibit A)

City of Brownsville
Proposed FY 2023-2024
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $2,043,023, which is a 5.77 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,075,675.

Estimated amounts above are based on a tax rate of .607987 per $100 of assessed valuation.

CITY OF BROWNSVILLE, TEXAS
PROPOSED BUDGET

FISCAL YEAR 2024

CITY STAFF

CITY MANAGER
HELEN RAMIREZ

ASSISTANT CITY MANAGER
ELIZABETH WALKER

ASSISTANT CITY MANAGER/POLICE CHIEF
FELIX SAUCEDA

CHIEF FINANCIAL OFFICER
MICHAEL DELMORE

PREPARED BY:

FINANCIAL SERVICES DEPARTMENT

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COMBINED BUDGET OF ALL OPERATING AND DEBT SERVICE FUNDS

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

GOVERNMENTAL FUNDS

	General Fund	Convention & Tourism	Community Development	Street & Drainage Maintenance	Non-Bonded Debt	Bonded Debt Service
REVENUES						
Property Taxes	$ 37,477,216	$ -	$ -	$ -	$ -	$ 24,061,726
Sales Taxes	35,554,010	-	-	-	-	-
Non-Property Taxes	484,114	1,924,955	-	-	-	-
Fees & Services	9,669,300	-	-	3,750,000	-	-
Intergovernmental	995,063	-	3,839,303	-	-	-
Fines & Forfeitures	2,343,700	-	-	-	-	-
Licenses & Permits	2,166,051	-	-	-	-	-
Interest Income	1,605,000	11,079	-	500,500	50	70,000
Miscellaneous	2,426,108	-	-	-	-	1,309,000
Utility Services From BPUB	6,015,910	-	-	-	-	-
Total Revenues	98,736,472	1,936,034	3,839,303	4,250,500	50	25,440,726
EXPENDITURES						
General Government	27,710,141	-	636,334	-	-	-
Public Safety	66,770,937	-	-	-	-	-
Public Works	7,686,817	-	700,303	5,239,278	-	-
Sanitation	153,125	-	-	-	-	-
Public Health	2,624,790	-	-	-	-	-
Housing Assistance Programs	-	-	1,075,424	-	-	-
Public Assistance	-	-	827,242	-	-	-
Parks & Recreation	-	-	600,000	-	-	-
Culture & Recreation	10,825,798	-	-	-	-	-
Convention & Tourism	-	1,974,755	-	-	-	-
Operating Expenses - Enterprise Funds	-	-	-	-	-	-
Capital & Special Proj Exp-Local Share	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	7,210,348
Total Expenditures	115,771,608	1,974,755	3,839,303	5,239,278	-	24,564,348
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,035,136)	(38,721)	-	(988,778)	50	876,378
Other Financing Sources (Uses)						
Operating Transfers from Other Funds	22,300,000	-	-	988,778	-	370,000
Operating Transfers to Other Funds	(5,264,864)	-	-	-	-	-
Net Other Financing Sources (Uses)	17,035,136	-	-	988,778	-	370,000
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(38,721)	-	-	50	1,246,378
Estimated Fund Balance, October 1	37,352,465	823,204	52,037	3,484,378	11,116	1,595,188
Fund Balance Adjustment	-	-	-	-	-	-
Estimated Fund Balance, September 30	$ 37,352,465	$ 784,483	$ 52,037	$ 3,484,378	$ 11,166	$ 2,841,566

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	ENTERPRISE FUNDS								
	Airport Fund	Bridge Fund	MVPS Fund	Event Center Fund	Public Transit Fund	Landfill Fund	Brownsville Golf Center Fund	Brownsville Sports Park Fund	Total All Funds
REVENUES									
Property Taxes	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,538,942
Sales Taxes	-	-	-	-	-	-	-	-	35,554,010
Non-Property Taxes	-	-	-	-	-	-	-	-	2,409,069
Fees & Services	3,095,400	3,100,000	19,100	460,750	1,371,286	17,579,000	445,700	827,494	40,318,030
Intergovernmental	1,046,614	-	-	-	3,106,572	-	-	-	8,987,552
Fines & Forfeitures	-	-	390,000	-	-	-	-	-	2,733,700
Licenses & Permits	-	-	-	-	-	-	-	-	2,166,051
Interest Income	34,400	110,000	12,500	1,000	5,000	270,000	13,500	1,665	2,634,694
Miscellaneous	305,800	-	5,000	100	68,000	3,000	550	-	4,117,558
Utility Services From BPUB	-	-	-	-	-	-	-	-	6,015,910
Total Revenues	4,482,214	3,210,000	426,600	461,850	4,550,858	17,852,000	459,750	829,159	166,475,516
EXPENDITURES									
General Government	-	-	-	-	-	-	-	-	28,346,475
Public Safety	-	-	-	-	-	-	-	-	66,770,937
Public Works	-	-	-	-	-	-	-	-	13,626,398
Sanitation	-	-	-	-	-	-	-	-	153,125
Public Health	-	-	-	-	-	-	-	-	2,624,790
Housing Assistance Programs	-	-	-	-	-	-	-	-	1,075,424
Public Assistance	-	-	-	-	-	-	-	-	827,242
Parks & Recreation	-	-	-	-	-	-	-	-	600,000
Culture & Recreation	-	-	-	-	-	-	-	-	10,825,798
Convention & Tourism	-	-	-	-	-	-	-	-	1,974,755
Operating Expenses - Enterprise Funds	4,482,214	-	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	23,219,531
Capital & Special Proj Exp-Local Share	-	75,000	-	-	-	-	-	-	75,000
Economic Development	-	-	-	-	-	-	-	-	-
Debt Service:									
Principal	-	-	-	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	7,210,348
Total Expenditures	4,482,214	75,000	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	174,683,823
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,135,000	(186,854)	(366,171)	(3,339,434)	10,643,858	(401,986)	(506,513)	(8,208,307)
Other Financing Sources (Uses)									
Operating Transfers from Other Funds	-	-	186,854	366,171	3,339,434	-	401,986	506,513	28,459,736
Operating Transfers to Other Funds	-	(4,100,000)	-	-	-	(9,300,000)	-	-	(18,664,864)
Net Other Financing Sources (Uses)	-	(4,100,000)	186,854	366,171	3,339,434	(9,300,000)	401,986	506,513	9,794,872
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(965,000)	-	-	-	1,343,858	-	-	1,586,565
Estimated Fund Balance, October 1	103,187,427	4,670,126	843,685	1,951,926	32,775,748	1,603,143	1,378,439	-	213,297,563
Fund Balance Adjustment	-	-	-	-	-	-	-	-	-
Estimated Fund Balance, September 30	103,187,427	$ 3,705,126	$ 843,685	$ 1,951,926	$ 32,775,748	$ 2,947,001	$ 1,378,439	$ -	$ 214,884,128

CITY OF BROWNSVILLE, TEXAS

ALL OPERATING FUNDS
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	FY 2022 ACTUAL AMOUNT	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	FY 2024 PERCENT OF TOTAL
REVENUES				
Property Taxes	$ 53,686,556	$ 56,196,198	$ 61,538,942	36.97%
Sales Taxes	41,601,586	35,984,698	35,554,010	21.36%
Non-Property Taxes	2,225,283	2,192,000	2,409,069	1.45%
Fees & Services	40,132,056	36,998,326	40,318,030	24.22%
Intergovernmental	30,392,646	22,527,261	8,987,552	5.40%
Fines & Forfeitures	2,240,373	2,977,900	2,733,700	1.64%
Licenses & Permits	3,039,199	2,290,700	2,166,051	1.30%
Interest Income	844,791	418,592	2,634,694	1.58%
Miscellaneous	3,529,220	4,941,394	4,117,558	2.47%
Utility Services From BPUB	5,334,271	4,453,850	6,015,910	3.61%
Total Revenues	183,025,981	168,980,919	166,475,516	100.00%
EXPENDITURES				
General Government	23,195,422	33,056,523	28,346,475	16.23%
Public Safety	74,298,912	69,007,182	66,770,937	38.22%
Public Works	10,942,862	14,173,636	13,626,398	7.80%
Sanitation	187,184	169,530	153,125	0.09%
Public Health	4,268,831	3,371,131	2,624,790	1.50%
Housing Assistance Programs	411,116	929,277	1,075,424	0.62%
Public Assistance	741,242	675,019	827,242	0.47%
Culture & Recreation	9,512,984	10,904,084	10,825,798	6.20%
Convention & Tourism	1,702,575	2,022,592	1,974,755	1.13%
Operating Expenses - Enterprise Funds	27,585,768	37,019,540	23,219,531	13.29%
Capital & Special Proj Exp-Local Share	-	66,000	75,000	0.04%
Economic Development	24,616	562,500	-	0.00%
Principal	14,779,000	14,279,000	17,354,000	9.93%
Interest & Fiscal Charges	6,751,163	6,350,268	7,210,348	4.13%
Capital Outlay	3,178,679	-	-	0.00%
Total Expenditures	177,580,354	192,586,282	174,683,823	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,445,627	(23,605,363)	(8,208,307)	
Other Financing Sources (Uses):				
Operating Transfers from Other Funds	45,351,745	33,866,413	28,459,736	
Operating Transfers to Other Funds	(33,062,327)	(13,400,000)	(18,664,864)	
Net Other Financing Sources (Uses)	12,289,418	20,466,413	9,794,872	
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	17,735,045	(3,138,950)	1,586,565	
Fund Balance, October 1	191,740,523	209,475,568	206,336,618	
Fund Balance, September 30	$ 209,475,568	$ 206,336,618	$ 207,923,183	

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL REVENUE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	91,263,811	59.23%	98,736,472	59.31%	7,472,661
Convention & Tourism Fund	1,864,092	1.21%	1,936,034	1.16%	71,942
Community Development Fund	3,872,782	2.51%	3,839,303	2.31%	(33,479)
Street & Drainage Maintenance Fund	3,759,500	2.44%	4,250,500	2.55%	491,000
General Non Bonded Debt Service Fund	50	0.00%	50	0.00%	-
Debt Service Fund	22,746,625	14.76%	25,440,726	15.28%	2,694,101
Airport Fund	4,312,801	2.80%	4,482,214	2.69%	169,413
Bridge Fund	2,435,000	1.58%	3,210,000	1.93%	775,000
Motor Vehicle Parking System Fund	803,600	0.52%	426,600	0.26%	(377,000)
Event Center Fund	555,709	0.36%	461,850	0.28%	(93,859)
Public Transit System Fund	4,933,397	3.20%	4,550,858	2.73%	(382,539)
Landfill Fund	16,396,000	10.64%	17,852,000	10.72%	1,456,000
Brownsville Golf Center Fund	360,900	0.23%	459,750	0.28%	98,850
Brownsville Sports Park Fund	775,500	0.50%	829,159	0.50%	53,659
Total	**154,079,767**	**100.00%**	**166,475,516**	**100.00%**	**12,395,749**

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL EXPENDITURE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	112,459,875	66.65%	115,771,608	66.27%	3,311,733
Convention & Tourism Fund	2,022,592	1.20%	1,974,755	1.13%	(47,837)
Community Development Fund	3,872,782	2.30%	3,839,303	2.20%	(33,479)
Street & Drainage Maintenance Fund	6,074,423	3.60%	5,239,278	3.00%	(835,145)
General Non Bonded Debt Service Fund	-	0.00%	-	0.00%	-
Debt Service Fund	20,629,268	12.23%	24,564,348	14.06%	3,935,080
Airport Fund	4,312,812	2.56%	4,482,214	2.57%	169,402
Bridge Fund	66,000	0.04%	75,000	0.04%	9,000
Motor Vehicle Parking System Fund	685,774	0.41%	613,454	0.35%	(72,320)
Event Center Fund	777,791	0.46%	828,021	0.47%	50,230
Public Transit System Fund	8,897,552	5.27%	7,890,292	4.52%	(1,007,260)
Landfill Fund	6,791,056	4.02%	7,208,142	4.13%	417,086
Brownsville Golf Center Fund	837,167	0.50%	861,736	0.49%	24,569
Brownsville Sports Park Fund	1,302,324	0.77%	1,335,672	0.76%	33,348
Total	**168,729,416**	**100.00%**	**174,683,823**	**100.00%**	**5,954,407**

AD VALOREM TAX RATE DISTRIBUTION AND ESTIMATED AD VALOREM TAX COLLECTIONS

City of Brownsville
Estimated Property Tax Valuation and Revenue

Taxable Value & Levy

Total Estimated Net Taxable (Certified values + taxable value of properties under protest, lower value used).	$	10,537,338,891
Freeze Adjusted Taxable Levy @ $0.607987/100	$	57,950,591
Freeze Taxable Levy		5,292,393
Total Tax Levy	$	63,242,984

Tax to be Collected

Percentage of 2023 Tax Roll Estimated to be Collected During Fiscal Year 2024.		95.25%
Estimated 2023 Tax Levy to be Collected During FY 2024	$	60,238,942
Estimated Collection on Prior Years +/- Penalties & Discounts	$	1,300,000
Total FY 2024 Tax Collections	$	61,538,942

Tax Distribution

Fund		Current	Prior Year, Penalty & Interest, Discounts	Tax Amount Distribution
General (M&O)	60.90%	36,685,516	791,700	$ 37,477,216
Debt Service	39.10%	$ 23,553,426	$ 508,300	$ 24,061,726
Totals		$ 60,238,942	$ 1,300,000	$ 61,538,942

GENERAL FUND

This is the largest fund within the City. The general fund accounts for the majority of the financial resources of the government. General fund revenues include property taxes, sales taxes, licenses and permits, services charges, and other types of revenue. This fund includes most of the basic operating functions such as fire and police protection, municipal court, financial services, city manager, city secretary, legal, health, organizational development and human resources, engineering and public works, parks and recreation, emergency medical services (EMS), and planning and redevelopment services. The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund.

CITY OF BROWNSVILLE, TEXAS

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Property taxes plus inventory Tax	$ 31,230,473	$ 33,008,210	$ 34,058,807	$ 35,434,193	$ 37,477,216	$ 2,043,023
Sales taxes	31,079,786	36,627,560	41,601,586	35,984,698	35,554,010	(430,688)
Non-property taxes	342,604	471,429	568,148	330,000	484,114	154,114
Fines and forfeitures	2,302,081	1,983,154	2,240,373	2,197,900	2,343,700	145,800
Licenses and permits	2,449,699	2,713,012	3,039,199	2,290,700	2,166,051	(124,649)
Fees and services	10,294,595	9,232,265	10,607,364	9,357,435	9,669,300	311,865
Intergovernmental	4,462,563	14,036,337	10,460,397	4,725,148	595,063	(4,130,085)
Interest income	555,238	244,821	486,144	250,000	1,605,000	1,355,000
Miscellaneous	3,136,869	3,072,633	3,209,275	2,368,224	2,826,108	457,884
Utility Services from BPUB	4,422,971	4,452,208	5,334,271	4,453,850	6,015,910	1,562,060
Total Revenues	90,276,879	105,841,629	111,605,564	97,392,148	98,736,472	1,344,324
EXPENDITURES						
General government	20,047,105	24,399,850	23,053,551	32,413,918	27,710,141	(4,703,777)
Public safety	59,528,260	63,462,309	73,753,392	68,107,182	66,770,937	(1,336,245)
Public works	6,480,758	6,105,871	7,109,069	7,373,332	7,686,817	313,485
Sanitation	323,670	290,223	187,184	169,530	153,125	(16,405)
Public health	11,132,892	4,403,578	3,149,220	3,371,131	2,624,790	(746,341)
Public Assistance	-	-	-	-	-	-
Culture and recreation	9,349,266	8,810,192	9,506,445	10,904,084	10,825,798	(78,286)
Economic development	-	524,358	24,616	562,500	-	(562,500)
Capital outlay	580,291	960,453	1,772,969	-	-	-
Total Expenditures	107,442,242	108,956,834	118,556,446	122,901,677	115,771,608	(7,130,069)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,165,363)	(3,115,205)	(6,950,882)	(25,509,529)	(17,035,136)	8,474,393
TRANSFER FROM/TO OTHER FUNDS						
Operating transfers from other funds	21,870,348	31,924,044	21,049,092	22,300,000	22,300,000	-
Operating transfers to other funds	(3,697,752)	(5,636,126)	(21,616,566)	(12,840,796)	(5,264,864)	7,575,932
Net Transfers from/to Other Funds	18,172,596	26,287,918	(567,474)	9,459,204	17,035,136	7,575,932
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets	49,850	-	-	-	-	-
Net Other Financing Sources (Uses)	49,850	-	-	-	-	
Net change in fund balance	1,057,083	23,172,713	(7,518,356)	(16,050,325)	-	16,050,325
Fund balance, beginning	35,204,263	38,745,709	60,921,146	53,402,790	37,352,465	(16,050,325)
Prior period adjustment	2,484,363	(997,276)	-	-	-	
Fund balance, October 1, as stated	37,688,626	37,748,433	60,921,146	53,402,790	37,352,465	(16,050,325)
Fund Balance, September 30	$ 38,745,709	$ 60,921,146	$ 53,402,790	$ 37,352,465	$ 37,352,465	$ -

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Property taxes	$ 35,434,193	$ 37,477,216	$ 2,043,023	30.96%
Sales taxes	35,984,698	35,554,010	(430,688)	29.37%
Non-property taxes	330,000	484,114	154,114	0.40%
Fines and forfeitures	2,197,900	2,343,700	145,800	1.94%
Licenses and permits	2,290,700	2,166,051	(124,649)	1.79%
Fees and services	9,357,435	9,669,300	311,865	7.99%
Intergovernmental	4,725,148	595,063	(4,130,085)	0.49%
Interest income	250,000	1,605,000	1,355,000	1.33%
Miscellaneous	2,368,224	2,826,108	457,884	2.33%
Utility services from BPUB	4,453,850	6,015,910	1,562,060	4.97%
Operating transfers from other funds	22,300,000	22,300,000	-	18.42%
Total Revenues	119,692,148	121,036,472	1,344,324	100.00%
EXPENDITURES				
General government	32,413,918	27,710,141	(4,703,777)	22.89%
Public safety	68,107,182	66,770,937	(1,336,245)	55.17%
Public works	7,373,332	7,686,817	313,485	6.35%
Sanitation	169,530	153,125	(16,405)	0.13%
Public health	3,371,131	2,624,790	(746,341)	2.17%
Public assistance	-	-	-	0.00%
Culture and recreation	10,904,084	10,825,798	(78,286)	8.94%
Economic development	562,500	-	(562,500)	0.00%
Operating transfers to other funds	12,840,796	5,264,864	(7,575,932)	4.35%
Total Expenditures	135,742,473	121,036,472	(14,706,001)	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,050,325)	-		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	100	113		
Fund Balance Classifications, October 1				
Non-Spendable	160,867	403,169		
Restricted	4,265,542	4,490,806		
Committed	3,754,132	9,264,044		
Assigned	1,857,040	1,839,315		
Unassigned	43,365,209	21,355,131		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance Classifications, September 30				

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
Non-Spendable	403,169	403,169		
Restricted	4,490,806	4,490,806		
Committed	9,264,044	9,264,044		
Assigned	1,839,315	1,839,315		
Unassigned	21,355,131	21,355,131		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Unassigned Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	57	64		

CONVENTION AND TOURISM FUND

A fund used to account for the promotion of tourism. The primary revenues are provided by the proceeds from the City's hotel occupancy tax. Such occupancy tax is authorized by an Act of the Texas Legislature and approved for levy by the City. The Texas Act provides that the revenues derived from the levy of the tax are to be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Convention & Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Hotel/motel taxes	$ 1,494,053	$ 1,592,720	$ 1,657,133	$ 1,862,000	$ 1,924,955	$ 62,955
Event center rentals	-	7,153	-	-	-	-
Interest income	11,342	3,497	12,793	2,092	11,079	8,987
Digital frame advertising	-	-	-	-	-	-
Miscellaneous	14,639	1,276	150	-	-	-
Total Revenues	1,520,034	1,604,646	1,670,076	1,864,092	1,936,034	71,942
EXPENDITURES						
Event Center	-	-	914	-	-	-
Convention & Tourism	520,052	546,912	552,784	656,592	745,000	88,408
Brownsville Convention						-
& Visitors Bureau	-	11,000	-	15,000	15,000	-
Special Initiatives	3,074	51,259	82,873	61,000	61,000	-
Special projects	68,435	9,162	10,139	-	-	-
Gladys Porter Zoo	491,434	196,684	752,741	550,000	550,000	-
Contingency Contingencies	12,500	-	-	-	-	-
Society for the Performing Arts-Event	50,000	41,000	41,000	45,000	45,000	-
Camille Playhouse	25,000	21,250	-	-	25,000	25,000
Brownsville Historical Association	185,000	82,467	88,700	200,000	101,000	(99,000)
The Children's Museum of Brownsville	63,000	53,550	53,550	80,000	80,000	-
Brownsville Museum of Fine Arts	75,000	63,750	63,750	78,000	80,000	2,000
Costumes of the Americas-Tourist Attraction	22,000	6,233	-	-	-	-
Gorgas Science Foundation - Sabal Palms	36,780	31,263	31,263	37,000	27,500	(9,500)
Charro Days	-	-	20,000	50,000	67,000	17,000
Brownsville Wellness Coalition	-	-	-	-	14,255	14,255
Mitte Cultural District	-	-	15,000	40,000	39,000	(1,000)
Mr. Amigo	-	-	-	75,000	75,000	-
Holiday Village	-	-	-	10,000	10,000	-
Sombrero Fest	-	-	-	100,000	-	(100,000)
Brownsville Beerfest	-	-	-	25,000	-	(25,000)
City Cruisers	-	-	-	-	10,000	10,000
BTX United	-	-	-	-	10,000	10,000
Nuestra Cultura Mariachi	-	-	-	-	20,000	20,000
Total Expenditures	1,552,275	1,114,530	1,712,714	2,022,592	1,974,755	(47,837)
Excess (deficiency) of Revenues Over (under) Expenditures	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	-	-	-	-	-	-
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Net change in fund balances	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
Fund Balances, October 1,	792,026	534,224	1,024,340	981,702	823,202	-
Prior Period Adjustment	(225,561)	-	-	-	-	-
Fund Balance, September 30	$ 534,224	$ 1,024,340	$ 981,702	$ 823,202	$ 784,481	$ 119,779

CITY OF BROWNSVILLE, TEXAS

Convention and Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Hotel/Motel Taxes	$ 1,862,000	$ 1,924,955	62,955	99.43%
Interest Income	2,092	11,079	8,987	0.57%
Total Revenues	1,864,092	1,936,034	71,942	100.00%
EXPENDITURES				
Convention & Tourism	656,592	745,000	88,408	37.73%
Brownsville Convention & Visitors Bureau	15,000	15,000	-	0.76%
Special Initiatives	61,000	61,000	-	3.09%
Gladys Porter Zoo	550,000	550,000	-	27.85%
Society for the Performing Arts-Event	45,000	45,000	-	2.28%
Brownsville Historical Association	200,000	101,000	(99,000)	5.11%
The Children's Museum of Brownsville	80,000	80,000	-	4.05%
Brownsville Museum of Fine Arts	78,000	80,000	2,000	4.05%
Gorgas Science Foundation - Sabal Palms	37,000	27,500	(9,500)	1.39%
Charro Days	50,000	67,000	17,000	3.39%
Mitte Cultural District	40,000	39,000	(1,000)	1.97%
Mr. Amigo	75,000	75,000	-	3.80%
Holiday Village	10,000	10,000	-	0.51%
Sombrero Fest	100,000	-	(100,000)	0.00%
Brownsville Beerfest	25,000	-	(25,000)	0.00%
City Cruisers	-	10,000	10,000	0.51%
BTX United	-	10,000	10,000	0.51%
Nuestra Cultura Mariachi	-	20,000	20,000	1.01%
Total Expenditures	2,022,592	1,974,755	(87,837)	97.97%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(158,500)	(38,721)		
Fund Balance, October 1	981,702	823,202		
Fund Balance, September 30	$ 823,202	$ 784,481		

COMMUNITY DEVELOPMENT FUND

A fund used to account for the operations of the Community Development Block Grant Program/Metropolitan Entitlement funds. The entitlement funds are received from the United States department of Housing and Urban Development. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Community Development Fund
Statement of Revenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Intergovernmental	$ 5,309,799	$ 4,601,204	$ 4,280,945	$ 3,872,782	$ 3,839,303	$ (33,479)
Miscellaneous	50,488	58,368	34,960	-	-	-
Total Revenues	5,360,287	4,659,572	4,315,905	3,872,782	3,839,303	(33,479)
EXPENDITURES						
General Government	465,960	353,906	131,732	642,605	636,334	(6,271)
Public Safety	-	-	-	900,000	-	(900,000)
Public Works	-	-	545,520	725,881	700,303	(25,578)
Public Health	-	-	1,119,611	-	-	-
Housing Assistance Programs	1,477,087	2,029,982	411,116	929,277	1,075,424	146,147
Public Assistance	458,403	401,930	741,242	675,019	827,242	152,223
Parks & Recreation	-	-	-	-	600,000	600,000
Culture & Recreation	-	74,095	6,539	-	-	-
Capital Outlay	3,152,222	1,778,238	1,405,710	-	-	-
Total Expenditures	5,553,672	4,638,151	4,361,470	3,872,782	3,839,303	(33,479)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,385)	21,421	(45,565)	-	-	-
Other financing Sources (uses)						
Operating Transfers From Other Funds	-	-	-	-	-	-
Operating Transfers To Other Funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Over (Under) Expenditures and Other Financing Sources	(193,385)	21,421	(45,565)	-	-	-
Fund Balances, October 1	269,566	76,181	97,602	52,037	52,037	-
Fund Balance, September 30	$ 76,181	$ 97,602	$ 52,037	$ 52,037	$ 52,037	$ -

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

	Exp. Function Code	Revenue or Expenditure Accounts	Totals
REVENUES:			
Grant Revenues 49th Year Supplemental Statement (Community Development Block Grant - CDBG)		2,581,603	
Emergency Shelter Grant (ESG)		229,451	
Home Program Revenues (HOME)		1,028,249	
TOTAL REVENUES			3,839,303
EXPENDITURES:			
PUBLIC FACILITIES AND IMPROVEMENTS:			
CDBG			
COB- Public Works-Street Improvement Project	PW	700,303.00	
COB-Rehabilitation Program	HA	150,000.00	
COB-Book'd in the Shade	PA	150,000.00	
COB-Oliveira Park Improvement	PR	300,000.00	
COB- Gonzalez Park Improvement	PR	300,000.00	
COB- Multimodal- Bus Shelter Project	PA	175,000.00	
TOTAL			1,775,303
SOCIAL SERVICES:			
CDBG			
Brownsville Society for Crippled Children dba Moody Clinic	PA	20,000	
Court Appointed Special Advocates (CASA) of Cameron and Willacy Counties	PA	50,000	
Sunshine Have, Inc. - Palliative Patient Care	PA	70,000	
Tip of Texas	PA	25,000	
Amigos del Valle	PA	80,000	
Good Neighbor Settlement House -Mesa Llena Food Pantry	PA	45,000	
TOTAL			290,000
ESG			
Friendship of Women - Emergency Shelter	PA	50,000	
Friendship of Women - HMIS	PA	10,000	
Friendship of Women - Rapid Rehousing	PA	31,000	
Ozanam Center - HMIS	PA	10,000	
Ozanam Center - Emergency Shelter	PA	37,671	
Good Neighbor- Street Outreach	PA	20,000	
Good Neighbor-HMIS	PA	10,000	
Good Neighbor- Emergency Shelter	PA	30,000	
Ozanam Center- Rapid Rehousing	PA	13,572	
TOTAL			212,242

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

HOME			
BAHC- Energy Efficient Homes- New construction	HA	498,000	
CDCB - Homebuyer Assistance Program	HA	427,424	
TOTAL			925,424
COMMITMENTS:			
COB - CDBG Admin	GG	516,300	
COB - ESG Admin	GG	17,209	
COB - Home Admin	GG	102,825	
TOTAL			636,334
TOTAL CDBG, ESG, & HOME EXPENDITURES			3,839,303

Expenditure Category Summary

General Government	GG	636,334	
Debt Service	DS	-	
Culture & Recreation	CR	-	
Housing Assistance	HA	1,075,424	
Parks & Recreation	PR	600,000	
Public Assistance	PA	827,242	
Public Health	PH	-	
Public Safety	PS	-	
Public Works	PW	700,303	
			3,839,303

STREET & DRAINAGE MAINTENANCE FUND

A fund used to account for street and drainage maintenance operations. The primary revenues are provided by the proceeds of the service charge established by ordinance for the maintenance of city easements and rights-of-way. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Street & Drainage Maintenance Fund
Statement of Revevenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Maintenance Fee El Jardin	$ 22,903	$ 23,441	$ 23,262	$ 25,000	$ 25,000	$ -
Maintenance Fee PUB	3,531,676	3,711,583	3,696,822	3,700,000	3,700,000	-
Maintenance Fee Military Hwy	22,592	24,073	25,342	25,000	25,000	-
Maintenance Fee Olmito water supply	13,988	13	-	-	-	-
Miscellaneous	-	86,663	13,339	-	-	-
Interest Earned	8,431	9,342	15,042	9,500	500,500	491,000
Total Revenues	3,599,590	3,855,115	3,773,807	3,759,500	4,250,500	491,000
EXPENDITURES						
Personnel Services	1,381,161	1,561,637	1,493,924	1,869,679	1,984,738	115,059
Materials and Supplies	187,266	218,380	343,524	339,806	350,350	10,544
Maintenance of Bldgs. and Structures	549,874	1,295,468	983,954	1,543,000	1,543,000	-
Maintenance of Equipment	619,227	635,845	741,158	890,079	911,994	21,915
Miscellaneous Services	102,362	75,731	21,183	287,650	287,650	-
Unemployment Ins Premium	13,383	4,445	-	-	-	-
Equipment $15,000 and Over	-	-	-	32,459	-	(32,459)
Service & Contingency	111,597	413,411	115,146	111,750	161,546	49,796
Structures	-	-	134,904	1,000,000	-	(1,000,000)
Total Expenditures	2,964,870	4,204,917	3,833,793	6,074,423	5,239,278	(835,145)
Excess (Deficiency) of Revenues Over (Under) Expenditures	634,720	(349,802)	(59,986)	(2,314,923)	(988,778)	1,326,145
Other financing Sources (uses)						
Operating transfers from other funds	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Over (Under) Expenditures and Other Financing Sources	1,332,086	282,281	1,870,014	-	-	-
Fund Balances, October 1	-	1,332,086	1,614,367	3,484,381	3,484,381	-
Fund Balance, September 30	$ 1,332,086	$ 1,614,367	$ 3,484,381	$ 3,484,381	$ 3,484,381	$ -

**Fund created FY 2020.*

GENERAL NON-BONDED DEBT SERVICE FUND

A fund used to account for the debt service on other general governmental non-bonded long-term debt of the city, such as lease-purchases. This fund is classified as a debt service fund, which is used to account for the accumulation of resources and the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL NON-BONDED DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 12,721	$ 11,102	$ 11,114	$ 11,231	$ 11,281	$ 50
Plus: Revenues	115	13	117	50	50	-
Transfers From Other Funds	726,800	970,310	500,000	-	-	-
Total Amount Available	739,636	981,424	511,231	11,281	11,331	50
Less Expenditures	728,534	970,310	500,000	-	-	-
Ending Fund Balance	11,102	11,114	11,231	11,281	11,331	50
Revenues & Transfers						
Interest Earned-Investments	115	13	117	50	50	-
Transfer from General Fund	226,800	470,310	-	-	-	-
Transfers from Landfill Fund	500,000	500,000	500,000	-	-	-
Transfer form Other Funds	-	-	-	-	-	-
Transfer from 2007 C.O. Fund	-	-	-	-	-	-
						-
Total Revenues & Transfers	726,915	970,323	500,117	50	50	-
						-
Debt Service Requirements						-
Note Principal	528,800	770,576	500,000	-	-	-
Lease Principal	199,734	199,734	-	-	-	-
Lease Interest	-	-	-	-	-	-
						-
Total Debt Service Requirements	$ 728,534	$ 970,310	$ 500,000	$ -	$ -	$ -

GENERAL BOND DEBT SERVICE FUND

A fund used to account for the debt service on legally restricted general bonded obligation long-term debt of the city. This fund is classified as a debt service fund, which is used to account for the accumulation of resources for the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 645,914	$ 644,363	$ 1,595,187	$ 2,567,104	$ 5,054,461	$ 2,487,357
Plus: Revenues	34,627,726	63,926,586	21,632,080	22,746,625	25,440,726	2,694,101
Transfers From Other Fds	365,000	371,408	370,000	370,000	370,000	-
Total Amount Available	35,638,640	64,942,357	23,597,267	25,683,729	30,865,187	5,181,458
Less Expenditures	34,994,277	63,347,170	21,030,163	20,629,268	24,564,348	3,935,080
Ending Fund Balance	644,363	1,595,187	2,567,104	5,054,461	6,300,839	9,116,538
Revenues & Transfers:						
Property Taxes-Current	14,672,737	15,886,904	16,818,397	17,014,582	20,998,715	3,984,133
Property Taxes-Current Del.	2,542,014	2,486,278	2,356,507	2,989,533	2,554,711	(434,822)
Property Taxes-Prior Yr Del.	594,484	589,969	462,868	700,670	491,129	(209,541)
Penalty & Interest	408,305	403,516	424,242	477,624	491,129	13,505
Property Taxes-Discounts	(366,475)	(393,900)	(434,265)	(420,404)	(473,958)	(53,554)
Interest Earned-Investments	53,997	43,222	29,509	15,000	70,000	55,000
PID Contribution	93,993	95,259	96,255	92,000	-	(92,000)
Refunding Bonds Issued	12,915,000	39,290,000	-	-	-	-
Premium on Refunding Bonds	1,854,770	3,646,719	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
Transfer from Fund 49	365,000	371,004	370,000	370,000	370,000	-
Transfer from Fund 802	0	-	-	-	-	-
4A Contribution	1,493,902	1,513,620	1,513,566	1,512,620	944,000	(568,620)
4B Contribution	365,000	365,000	365,000	365,000	365,000	-
Total Revenues & Transfers	34,992,727	64,297,591	22,002,080	23,116,625	25,810,726	2,694,101
Debt Service Requirements						
Principal on Bonds	10,825,000	9,830,000	10,095,000	10,095,000	10,315,000	220,000
Interest on Bonds	2,607,661	2,758,643	3,058,497	3,058,497	2,214,994	(843,503)
Principal on C.O.	2,480,000	3,585,000	4,184,000	4,184,000	7,039,000	2,855,000
Interest on C.O.	3,656,910	3,301,412	3,660,671	3,268,271	4,977,804	1,709,533
Fiscal Agent Fees	20,200	43,100	23,800	23,500	17,550	(5,950)
BND Note Principal	375,158	395,791	-	-	-	-
BND Note Interest	42,402	21,769	-	-	-	-
Tax Note Principal	-	-	-	-	-	-
Tax Note Interest	128,100	69,510	-	-	-	-
Cost of Issuance	273,535	337,168	-	-	-	-
Contribution on Ref. Bonds	-	236,835	-	-	-	-
Payment of Refund Escrow Agent	14,505,185	42,522,424	-	-	-	-
Underwriters Discount	73,732	237,669	-	-	-	-
Other	6,395	7,850	8,195	-	-	-
Total Debt Service Requirements	$ 34,994,278	$ 63,347,171	$ 21,030,163	$ 20,629,268	$ 24,564,348	$ 3,935,080

City of Brownsville, Texas
Summary of Total Debt Service Requirements
For All Outstanding Debt
For Beginning of Fiscal Year 2024

General Obligation Bonds	Principal	Interest
G.O. Refunding Bonds, Series 2014	8,880,000.00	434,000.00
G.O. Refunding Bonds, Series 2016	5,435,000.00	722,775.00
G.O. Refunding Bonds, Series 2016A	5,345,000.00	413,375.02
G.O. Refunding Bonds, Series 2017A	3,290,000.00	427,500.00
G.O. Refunding Bonds, Series 2019A	8,205,000.00	1,476,875.00
G.O. Refunding Bonds, Series 2020A	3,555,000.00	593,800.00
G.O. Refunding Bonds, Series 2020B	13,145,000.00	1,358,301.38
G.O. Refunding Bonds, Series 2021 (AMT)	14,420,000.00	6,272,425.00
Total G.O. Bonds Outstanding	62,275,000.00	11,699,051.40
Certificates of Obligation		
C.O. Series, 2012B	60,000.00	996.00
C.O. Series, 2013A	835,000.00	28,081.25
C.O. Series, 2015	6,275,000.00	1,578,262.50
C.O. Series, 2016	8,615,000.00	2,109,206.25
C.O. Series, 2017	14,190,000.00	6,093,025.00
P.P.F.C.O Series, 2017	3,125,000.00	595,900.00
C.O. Series, 2018 (AMT)	21,200,000.00	11,839,334.55
C.O. Series, 2019	5,185,000.00	1,963,175.00
C.O. Series, 2020	5,925,000.00	0.00
C.O. Series, 2020A	8,150,000.00	3,170,725.00
C.O. Series, 2021	6,807,000.00	0.00
C.O. Series, 2022	18,800,000.00	8,334,150.00
C.O. Series, 2023	28,020,000.00	15,065,283.33
Total C.O. Bonds Outstanding	127,187,000.00	50,778,138.88
Total G.O. & C.O. Bonds Outstanding Principal & Interest	189,462,000.00	62,477,190.28

City of Brownsville, Texas
Summary of Total Debt Service Requirements
Fiscal Year 2024

General Obligation Bonds	Principal	Interest	Total
G.O. Refunding Bonds, Series 2014	6,075,000	292,125	6,367,125
G.O. Refunding Bonds, Series 2016	820,000	247,150	1,067,150
G.O. Refunding Bonds, Series 2016A	905,000	153,434	1,058,434
G.O. Refunding Bonds, Series 2017A	595,000	149,625	744,625
G.O. Refunding Bonds, Series 2019A	-	410,250	410,250
G.O. Refunding Bonds, Series 2020A	670,000	147,050	817,050
G.O. Refunding Bonds, Series 2020B	795,000	234,185	1,029,185
G.O. Refunding Bonds, Series 2021 (AMT)	455,000	581,175	1,036,175
Total G.O. Bonds Outstanding	**$ 10,315,000**	**$ 2,214,994**	**$ 12,529,994**

Certificates of Obligation	Principal	Interest	Total
C.O. Series, 2012B	60,000	996	60,996
C.O. Series, 2013A	410,000	20,856	430,856
C.O. Series, 2015	230,000	240,425	470,425
C.O. Series, 2016	520,000	303,413	823,413
C.O. Series, 2017	200,000	679,850	879,850
P.P.F.C.O Series, 2017	295,000	119,100	414,100
C.O. Series, 2018 (AMT)	540,000	1,016,706	1,556,706
C.O. Series, 2019	220,000	228,150	448,150
C.O. Series, 2020	350,000	-	350,000
C.O. Series, 2020A	325,000	340,125	665,125
C.O. Series, 2021	379,000	-	379,000
C.O. Series, 2022	715,000	806,025	1,521,025
C.O. Series, 2023	2,795,000	1,222,158	4,017,158
Total C.O. Bonds Outstanding	**$ 7,039,000**	**$ 4,977,804**	**$ 12,016,804**
Total G.O. & C.O. Bonds Outstanding Principal & Interest	**$ 17,354,000**	**$ 7,192,798**	**$ 24,546,798**
Less Amount Paid From:			
2018 CO (AMT) (4A) GBIC Self Fd	(327,461)	(616,539)	(944,000)
2018 CO (AMT) (4B) BCIC Self Fd	(126,613)	(238,387)	(365,000)
2018 CO (AMT) (PFC) PFC Self Fd	(250,000)	-	(250,000)
	(704,074)	(854,926)	(1,559,000)
Plus Amounts Paid For:			
Paying Agent Fees			17,550
Interest on Unused Portion on Airport Tax Note			-
BND 20-yr Note			-
Total GO, CO, and Note Debt Payments to be Paid from Property Taxes			$ 23,005,348

AIRPORT AND BUSINESS-INDUSTRIAL PARKS FUND

A fund used to account for the provision of airport facilities to commercial passenger and cargo aircraft, and private aircraft on behalf of the residents of the City and the Rio Grande Valley. Also, to account for the provisions of business and industrial park facilities (including the foreign trade zone) to various businesses for the behalf of the residents of the City and the Rio Grande Valley. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Airport Fund
Revenue & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Airline/Other Aeronautical Revenue:						
Landing Fees	$ 96,801	$ 127,626	$ 90,561	$ 82,000	$ 67,300	$ (14,700)
Fuel Flowage Fees	154,215	194,851	145,863	133,000	120,000	(13,000)
FBO Revenue Contract or Sponsor Operated	161,721	174,082	236,195	236,000	237,300	1,300
Cargo and Hangar Rentals	234,095	210,647	238,230	238,000	235,500	(2,500)
Miscellaneous	-	-	-	-	600	600
Air Cargo Ramp	3,405	3,296	3,650	3,000	2,500	(500)
Terminal Use Fees	17,000	22,800	4,400	4,000	1,200	(2,800)
FIS Charges	1,095	1,397	460	400	200	(200)
Exclusive Space Fees	118,222	111,066	121,162	120,000	121,200	1,200
Joint Use Space Fee	192,338	177,910	194,084	194,000	194,000	-
Loading Bridge Fee	16,722	18,590	23,301	20,000	16,000	(4,000)
Late Charges	-	139	25,988	-	-	-
Baggage Make-Up Canopy	5,468	5,136	5,604	4,000	5,200	1,200
Charter Landing Fee W/Passenger	-	-	-	-	-	-
Total Airline/Other Aeronautical Revenue	1,001,082	1,047,540	1,089,498	1,034,400	1,001,000	(33,400)
Non-Aeronautical:						
Rent/Land Rental	1,181,514	1,137,074	1,174,920	1,164,000	1,191,600	27,600
Concessions	-	5,201	12,869	12,000	9,600	(2,400)
Rental Cars	439,090	392,855	629,624	393,000	539,400	146,400
Interest Income	998	5,191	129,393	9,000	34,400	25,400
Lease Utility Apportionment	870	797	1,270	900	3,700	2,800
Taxi Fees	-	-	-	-	-	-
Metered Parking	-	-	-	-	-	-
Terminal Advertising	40,834	6,651	360	500	100	(400)
Parking Lot Fees	124,162	83,716	201,892	188,000	350,000	162,000
Miscellaneous	23,308	16,865	25,896	38,000	305,800	267,800
Total Non-Aeronautical Revenue	1,810,776	1,648,350	2,176,224	1,805,400	2,434,600	629,200
Capital Contributions and Operating Transfers:						
Capital Contributions	-	-	562,456	-	-	-
Transfers In	1,250,000	1,226,641	-	-	-	-
TxDot Contribution	34,133	50,000	50,000	38,381	50,000	11,619
TxDot Cares Act	-	688,621	842,270	1,433,631	996,614	(437,017)
SCASDP Grant DOT Contribution	-	-	-	-	-	-
Total Other Revenues or Receipts	1,284,133	1,965,262	1,454,726	1,472,012	1,046,614	(425,398)
Total Revenues and Transfers	4,095,991	4,661,152	4,720,448	4,311,812	4,482,214	170,402
EXPENSES						
Fire Operations	647,106	832,667	873,702	790,746	820,783	30,037
BPD Airport Security	123,016	123,309	147,709	125,522	116,677	(8,845)
Airport Administration	961,103	942,285	1,016,672	1,197,624	1,275,426	77,802
Airport Maintenance	980,506	1,401,042	1,618,251	1,827,039	1,888,264	61,225
Airport Operations	189,537	231,954	223,059	311,351	276,516	(34,835)
Airport Security	159,450	132,022	43,334	60,530	65,666	5,136
Service & Contingency	421,436	503,390	(266,818)	-	38,882	38,882
Total Expenses	3,482,154	4,166,669	3,655,909	4,312,812	4,482,214	169,402
Revenues Over (Under) Expenses	$ 613,837	$ 494,483	$ 1,064,539	$ (1,000)	$ -	$ 1,000

Note: Expenses do not include depreciation.

BRIDGE FUND

This fund is used to account for debt service expenditures associated with the retirement of revenue bonds being shared equally between Cameron County and the City of Brownsville for the construction of the Veteran's International Bridge at Los Tomates.

CITY OF BROWNSVILLE, TEXAS

Bridge Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
City's Share of Bridge's	$ 2,342,865	$ 2,805,450	$ 3,398,597	$ 2,400,000	$ 3,100,000	$ 700,000
Reimbursable Serv. Program	16,220	-	-	-	-	-
Misc. Revenues	20,969	(15,259)	-	-	-	-
Interest Earned	101,225	60,580	61,858	35,000	110,000	75,000
Total Revenues	2,481,279	2,850,771	3,460,455	2,435,000	3,210,000	775,000
EXPENSES						
CBP Overtime	41,068	-	75,202	66,000	75,000	9,000
Total Expenses	41,068	-	75,202	66,000	75,000	9,000
Income (Loss) Before Operating Transfers	2,440,211	2,850,771	3,385,253	2,369,000	3,135,000	766,000
Operating Transfer From/						
(To) General Fund	(1,500,000)	(2,100,000)	(2,100,000)	(3,100,000)	(3,100,000)	-
(To) Capital Outlay Fund	(488,000)	(400,000)	(400,000)	(400,000)	(400,000)	-
(To) Fleet & Facility Services Fund	(359,229)	(600,000)	(600,000)	(600,000)	(600,000)	-
(To) OPEB Trust Fund	(1,000,000)	-	-	-	-	-
Net Other Financing Sources (uses)	(3,347,229)	(3,100,000)	(3,100,000)	(4,100,000)	(4,100,000)	-
Net Income (Loss)	(907,018)	(249,229)	285,253	(1,731,000)	(965,000)	766,000
Net Position, October 1	7,274,210	6,367,192	6,117,963	6,403,216	4,672,216	(1,731,000)
Net Position, September 30	$ 6,367,192	$ 6,117,963	$ 6,403,216	$ 4,672,216	$ 3,707,216	$ (965,000)

MOTOR VEHICLE PARKING SYSTEM FUND

A fund used to account for the provision of certain public parking facilities to the residents of the City and surrounding areas. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination or revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, other purposes.

CITY OF BROWNSVILLE, TEXAS

Motor Vehicle Parking System Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Overparking Fines	$ 78,467	$ 40,230	$ 20,915	$ 80,000	$ 40,000	$ (40,000)
Parking Meters	198,292	173,534	92,642	700,000	350,000	(350,000)
Parking Administration Fee	1,724	-	-	-	-	-
Miscellaneous	168	75	66	-	5,000	5,000
Parking Lot Rental	20,614	20,277	18,139	18,000	19,000	1,000
Online Convienience Fee	56	35	35	100	100	-
Crossroads Event	14,782	-	-	-	-	-
Interest income	11,827	5,688	7,233	5,500	12,500	7,000
Total Revenues	325,930	239,839	139,030	803,600	426,600	(377,000)
EXPENSES						
Personnel Costs	247,135	190,486	89,485	394,847	313,746	(81,101)
Materials & Supplies	19,222	17,131	27,852	73,335	56,335	(17,000)
Maintenance of Buildings	-	3,923	2,548	4,700	4,700	-
Maintenance of Equipment	20,247	49,987	43,536	47,192	47,192	-
Miscellaneous Services	14,571	9,993	11,760	62,700	62,700	-
Unemployment Ins. Premium	-	325	-	-	-	-
Indirect Cost	17,002	14,838	21,701	20,000	20,000	-
Special Projects	53,657	8,614	949	83,000	100,000	17,000
General Services & Contingency	-	-	-	-	8,781	8,781
OPEB Expense	21,923	8,563	(32,917)	-	-	-
Net Pension	20,542	2,680	8,959	-	-	-
Equipment $15,000 and Over	-	-	36,400	-	-	-
Disposition Write Off	14,429	-	-	-	-	-
Depreciation Expense	8,992	4,385	4,385	-	-	-
Total Expenses	437,720	310,924	214,658	685,774	613,454	(72,320)
Income (Loss) Before Operating Transfers	(111,790)	(71,085)	(75,628)	117,826	(186,854)	(304,680)
Operating Transfer (To) From Other Funds	-	-	-	-	186,854	186,854
Net Income (Loss)	(111,790)	(71,085)	(75,628)	117,826	-	(117,826)
Net Position, October 1	1,070,329	958,539	887,454	811,826	929,652	117,826
Net Position, September 30	$ 958,539	$ 887,454	$ 811,826	$ 929,652	$ 929,652	$ -

EVENT CENTER FUND

An enterprise fund to account for the revenue and expenses related to the Event Center located at 1 Events Center Boulevard, Brownsville, Texas 78526. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Event center rentals	$ 165,224	$ 151,372	$ 345,783	$ 543,859	$ 450,000	$ (93,859)
Event center expo	-	-	9,400	10,000	10,000	-
Interest income	186	250	897	1,000	1,000	-
Digital frame advertising	600	400	600	750	750	-
Miscellaneous	401	333	-	100	100	-
Total Revenues	166,411	152,355	356,680	555,709	461,850	(93,859)
EXPENDITURES						
Personnel Services	436,036	284,724	278,599	473,530	456,588	(16,942)
Materials and Supplies	47,688	76,348	82,526	47,360	62,360	15,000
Maintenance of Bldgs. and Structures	7,313	10,627	4,643	9,000	12,000	3,000
Maintenance of Equipment	10,365	3,693	4,054	28,050	10,050	(18,000)
Miscellaneous Services	174,939	157,802	189,734	184,851	236,925	52,074
Indirect Costs	37,122	28,133	29,058	35,000	35,000	-
General Services & Contingency	-	-	-	-	15,098	15,098
Unemployment Ins Prem	(128)	-	-	-	-	-
Contingency Net Pension	71,670	20,085	(1,703)	-	-	-
Contingency OPEB	24,248	16,628	(63,852)	-	-	-
Depreciation Expense	142,557	88,142	72,071	-	-	-
Total Expenditures	951,810	686,182	595,130	777,791	828,021	50,230
Excess (deficiency) of Revenues Over (under) Expenditures	(785,399)	(533,827)	(238,450)	(222,082)	(366,171)	(144,089)
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	381,930	564,707	197,584	222,082	366,171	144,089
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	381,930	564,707	197,584	222,082	366,171	144,089
Net change in fund balances	(403,469)	30,880	(40,866)	-	-	-
Fund Balances, October 1,	2,324,517	1,921,048	1,951,928	1,911,062	1,911,062	-
Prior Period Adjustment	-	-	-	-	-	-
Fund Balance, September 30	$ 1,921,048	$ 1,951,928	$ 1,911,062	$ 1,911,062	$ 1,911,062	$ -

**Fund created FY 2020.*

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Event Center Rentals	$ 543,859	$ 450,000	$ (93,859)	$ 54.35%
Event center expo	10,000	10,000	-	1.21%
Interest Income	1,000	1,000	-	0.12%
Miscellaneous	850	850	-	0.10%
Transfers From General Fund	222,082	366,171	144,089	44.22%
Total Revenues	777,791	828,021	50,230	100.00%
EXPENSES				
Personnel Services	473,530	456,588	(16,942)	55.14%
Materials and Supplies	47,360	62,360	15,000	7.53%
Maintenance of Bldgs. and Structures	9,000	12,000	3,000	1.45%
Maintenance of Equipment	28,050	10,050	(18,000)	1.21%
Miscellaneous Services	184,851	236,925	52,074	28.61%
Indirect Costs	35,000	35,000	-	4.23%
General Services & Contingency	-	15,098	15,098	1.82%
Total Expenses	777,791	828,021	35,132	100.00%
Net Income (Loss)	-	-		
Net Position, October 1	1,911,062	1,911,062		
Adjustment	-	-		
Net Position, September 30	$ $ 1,911,062	$ $ 1,911,062		

PUBLIC TRANSIT FUND

A fund used to account for the public mass transportation services (Bus services) to the residents of the City and surrounding areas. This fund is classified as an enterprise. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Operating Revenues:			
Charges for Services: Fares	787,154	637,900	822,206
Rents	799,455	527,082	549,080
Operating Revenue Total	1,586,609	1,164,982	1,371,286
Operating Expenses:			
Finance	42,255	77,789	78,540
BPD Security	18,620	84,413	83,487
General Administration	1,066,247	1,159,374	1,631,932
Parking Garage	22,578	52,575	39,743
Fixed Route Operations	3,247,157	3,505,856	4,142,852
Facility Maintenance	847,474	852,026	991,710
Paratransit Services	592,636	666,023	655,988
Fleet Maintenance	140,869	241,580	266,040
RGV Metro Express	-	49,062	-
Operating Expenses Total	5,977,837	6,688,698	7,890,292
Operating Loss Before Non-Operating Revenue (Expenses), Transfers and Contributions	(4,391,228)	(5,523,716)	(6,519,006)
Non-Operating Revenue (Expenses):			
Miscellaneous Revenue	464,220	78,900	68,000
Interest Income	11,546	5,000	5,000
RGV Metro Express	-	49,062	-
FTA Planning	-	27,570	-
FTA Capital Preventive Maintenance	(1,298,134)	-	-
FTA Capital	(1,283,709)	(13,922,165)	-
Special Projects (Shelters, Rolling Stock,contingency)	-	(106,753)	-
Non-Operating Revenue (Expenses)Total	(2,106,077)	(13,868,386)	73,000
Loss Before Transfers & Contributions	(6,497,305)	(19,392,102)	(6,446,006)
FTA Share Planning	-		27,570
FTA Share Preventive Maintenance	-		
FTA Capital	4,687,570	11,624,084	
FTA CARES Act Operating Loss	-		2,294,253
State URB	601,235	601,235	601,235
Other Contributions Operating	289,173	232,000	211,084
Transfers In - COB 2017/2022 C.O., Capital Contribution	13,350	910,688	535,688
Transfers In - COB, General Fund Capital	299,652	5,201,377	341,614
Transfers In - COB, General Fund Operating	1,521,919	1,467,620	2,434,562
Transfers and Contributions Total	7,412,898	20,037,004	6,446,006

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Revenue/Contribution Ratios:			
Fare Revenues	9%	3%	10%
Rent Revenues	9%	3%	7%
Miscellaneous Revenues	6%	0%	1%
State URB	7%	3%	8%
Other Contributions Operating	3%	1%	3%
Other Contributions	0%	0%	0%
FTA Share	55%	56%	0%
FTA Cares	0%	0%	29%
C.O. Capital Contributions	0%	4%	7%
General Fund Contribution	21%	32%	35%
Total Revenues	9,475,273	21,362,518	7,890,292
Total Operating Exp	5,977,837	6,688,698	7,890,292
Total Other Exp	2,581,843	14,028,918	-
	8,559,680	20,717,616	7,890,292
Revenues Over (Under) Expenses	915,593	644,902	-

LANDFILL FUND

A fund used to account for the operations of the City of Brownsville's Landfill. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Landfill Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Residential Garbage Fees	$ 3,100,000	$ 3,100,000	$ -	$ 17.37%
Commercial Garbage Fees	1,080,000	1,150,000	70,000	6.44%
Landfill Fees	9,800,000	11,000,000	1,200,000	61.62%
FUMECF Fees - BPUB	2,300,000	2,300,000	-	12.88%
FUMECF Fees - El Jardin	17,000	17,000	-	0.10%
FUMECF Fees - Olmito Water Supply	-	-	-	0.00%
FUMECF Fees - Military Hwy Water Supply	12,000	12,000	-	0.07%
Interest Income	83,000	270,000	187,000	1.51%
Miscellaneous	4,000	3,000	(1,000)	0.02%
Transfer From General Fund	-	-	-	0.00%
Total Revenues	16,396,000	17,852,000	1,456,000	100%
EXPENSES				
Landfill BPD Security	26,232	25,028	(1,204)	0.15%
Landfill	5,463,515	4,108,881	(1,354,634)	24.89%
Waste Minimization	433,854	479,934	46,080	2.91%
Greens Division	-	-	-	0.00%
Hotshot Crew	960,855	992,190	31,335	6.01%
Ecological Management	113,000	117,139	4,139	0.71%
General Services & Contingency	-	96,370	96,370	0.58%
BPUB Collection Fee	450,000	450,000	-	2.73%
El Jardin Collection Fee	19,000	19,000	-	0.12%
Olmito Water Collection Fee	-	-	-	0.00%
Military Hwy Collection Fee	4,500	4,500	-	0.03%
Landfill Closure	-	-	-	0.00%
Landfill Task Orders	915,100	915,100	-	5.54%
Net Pension	-	-	-	0.00%
OPEB Expense	-	-	-	0.00%
Depreciation Expense	-	-	-	0.00%
Transfer To Non-Bonded Debt Service Fund	-	-	-	0.00%
Transfer To General Fund	9,300,000	9,300,000	-	56.34%
Total Expenses	17,686,056	16,508,142	(1,177,914)	100.00%
Net Income (Loss)	(1,290,056)	1,343,858		
Net Position, October 1	2,887,904	1,597,848		
Net Position, September 30	1,597,848	$ 2,941,706		

BROWNSVILLE GOLF CENTER FUND

A fund used to account for the operations of municipal golf course. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Brownsville Golf Center Fund
Revenues & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Electric Cart Rentals	$ 84,387	$ 71,804	$ 98,672	$ 85,000	$ 100,000	$ 15,000
Green Fees	128,777	209,330	209,015	178,125	225,000	46,875
Misc. Fees	1,730	-	2,741	1,000	-	(1,000)
Trail Fees	1,339	1,201	1,681	1,700	1,800	100
Food Sales	4,710	4,222	11,843	5,000	13,000	8,000
Beverage Sales	21,485	27,771	48,179	30,000	45,000	15,000
Proshop Sales	5,041	9,715	13,686	10,000	15,000	5,000
Yearly Cart Storage Fees	2,841	3,525	5,837	5,000	4,000	(1,000)
Golf Clubs Rental	821	1,917	1,683	2,000	3,000	1,000
Annual Pre-Payment Fee	17,652	29,075	22,002	25,000	25,000	-
Six-Month Pre-Payment Fee	2	107	211	500	400	(100)
Skyway Towers Rental	13,200	13,200	13,200	13,500	13,500	-
Handicapped Fees	46	23	-	75	-	(75)
Interest Earned	3,796	2,963	1,861	3,450	13,500	10,050
Miscellaneous	1,004	1,496	490	550	550	-
Transfer From General Fund	386,646	474,472	442,243	476,267	401,986	(74,281)
Total Revenues	673,477	850,821	873,344	837,167	861,736	24,569
EXPENSES						
BGC Administration	183,179	183,578	208,674	214,811	233,644	18,833
BGC Golf	442,534	415,081	345,100	433,418	443,072	9,654
BGC Food & Beverage	5,133	3,304	4,292	6,500	6,500	-
BGC Pro Shop	82,456	90,918	74,179	136,938	119,128	(17,810)
BGC Cost of Goods Sold	25,702	22,247	37,215	45,500	45,500	-
General Services & Contingency	57,687	30,523	(70,722)	-	13,892	13,892
Total Expenses	796,691	745,651	598,738	837,167	861,736	24,569
Revenues Over (Under) Expenses	$ (123,214)	$ 105,170	$ 274,606	$ -	$ -	$ -

Note: Expenses do not include depreciation.

BROWNSVILLE SPORTS PARK FUND

A fund used to account for the operations of the Brownsville Sports Park. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Sports Park Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Concession Sales	$ 97,500	$ 96,733	$ (767)	7.33%
Rental Fee	120,000	167,320	47,320	12.68%
Registration Fees	40,000	31,763	(8,237)	2.41%
Admission Fee	1,000	-	(1,000)	0.00%
Banner Sponsorship Fee	1,000	-	(1,000)	0.00%
Gym/ Dome Rental Fee	5,000	10,849	5,849	0.82%
Dome/Gym Concession Sales	2,500	2,026	(474)	0.15%
Dome/Gym Admission Fees	4,000	7,826	3,826	0.59%
Other Registration Fees	4,500	1,488	(3,012)	0.11%
Little League Registration Fees	-	9,488	9,488	0.72%
BCIC Sports Park Maint Fee	500,000	500,000	-	37.88%
Interest Income	-	1,666	1,666	0.13%
Transfer from General Fund	526,824	490,852	(35,972)	37.19%
Total Revenues	1,302,324	1,320,011	17,687	100.00%
EXPENSES				
Personnel Services	644,322	662,008	17,686	50.15%
Materials and Supplies	212,000	212,000	-	16.06%
Maintenance of Bldgs. and Structures	57,000	57,000	-	4.32%
Maintenance of Equipment	49,500	49,500	-	3.75%
Miscellaneous Services	339,502	339,502	-	25.72%
Total Expenses	1,302,324	1,320,010	17,686	100.00%
Net Income (Loss)	-			
Net Position, October 1	762,798			
Net Position, September 30	$ 762,798			

**Fund created FY 2021.*

EMPLOYEE BENEFIT FUND

An Internal Service fund established to administer the health and medical insurance program for city employees on a cost-reimbursement basis. On October 1, 2001 the City elected to convert from a fully insured medical insurance plan to a self-funded insured plan to provide medical coverage to City employees. The plan is administered by a service agent.

CITY OF BROWNSVILLE, TEXAS

Employee Benefit Fund
Revenues, Expenses, and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES			
Contributions & Other Revenue	15,000,000	15,000,000	-
Interest Earned	39,000	39,000	-
Total Revenues	$ 15,039,000	$ 15,039,000	$ -
EXPENSES			
Claims & Other Expenses	15,369,070	15,369,070	-
Total Expenses	15,369,070	15,369,070	-
Income (Loss) Before Operating Transfers	(330,070)	(330,070)	-
Operating Transfer From/ (To) Worker's Comp Fund	-	-	-
Net Income (Loss)	(330,070)	(330,070)	
Net Position, October 1	1,938,763	1,608,693	
Net Position, September 30	$ 1,608,693	$ 1,278,623	

FLEET & FACILITY SERVICES FUND

An Internal Service fund established to finance and account for services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Fleet Maintenance and Facility Maintenance departments.

CITY OF BROWNSVILLE, TEXAS

Fleet & Facility Services Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Fleet Services Fees & Services	$ 5,724,500	$ 5,362,500	$ 6,497,796	$ 5,300,000	$ 5,368,545	$ 68,545
Facilities Services Fees & Services	1,870,440	2,565,412	2,569,028	2,709,655	2,709,655	-
Other Services Fees & Services	314,382	336,085	347,114	476,695	476,695	-
Interest Earned	2,660	6,579	3,688	5,000	18,300	13,300
Total Revenues	7,911,982	8,270,576	9,417,626	8,491,350	8,573,195	81,845
EXPENSES						
Personnel Services	1,415,243	1,606,494	1,500,109	1,912,335	2,051,435	139,100
Materials and Supplies	1,286,350	1,613,974	2,284,103	1,612,460	1,596,260	(16,200)
Maintenance of Bldgs. and Structures	429,734	669,058	826,965	925,683	907,683	(18,000)
Maintenance of Equipment	4,640,836	4,150,391	4,498,223	3,704,022	3,655,022	(49,000)
Miscellaneous Services	121,711	219,480	269,972	336,850	297,137	(39,713)
Equipment $15,000 and Over	(203,591)	-	-	-	-	-
Contingency Fleet Replacement	359,228	365,169	741,848	2,457,580	600,000	(1,857,580)
Depreciation	7,191	-	-	-	-	-
General Services and Contingencies	-	-	12,671	-	65,658	65,658
Indirect Costs	-	-	8,413	-	-	-
Structures	-	-	21,895	-	-	-
Total Expenses	8,056,702	8,624,566	10,164,199	10,948,930	9,173,195	(1,775,735)
Income (Loss) Before Operating Transfers	(144,720)	(353,990)	(746,573)	(2,457,580)	(600,000)	1,857,580
Operating Transfer From/						
General Fund	-	-	500,000	1,500,000	-	-
Bridge Fund	359,229	600,000	600,000	600,000	600,000	-
Net Income (Loss)	214,509	246,010	353,427	(357,580)	-	1,857,580
Net Position, October 1	-	214,509	460,519	813,946	456,366	(357,580)
Net Position, September 30	$ 214,509	$ 460,519	$ 813,946	$ 456,366	$ 456,366	$ -

ENTERPRISE APPLICATIONS FUND

An Internal Service fund established to finance and account for Information Technology services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Management Information Services Department.

CITY OF BROWNSVILLE, TEXAS

Enterprise Applications Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020-2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 ADOPTED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Enterprise Applications Fees & Services (Technology)	$ 1,484,028	$ 1,645,752	$ 1,200,358	$ 2,474,667	$ 2,764,483	$ 289,816
Interest Earned	874	1,685	3,235	1,500	4,500	3,000
Total Revenues	1,484,902	1,647,437	1,203,593	2,476,167	2,768,983	292,816
EXPENSES						
Personnel Services	866,041	741,218	586,021	1,039,618	1,270,023	230,405
Materials and Supplies	32,798	16,548	57,631	53,050	53,050	-
Maintenance of Bldgs. and Structures	57	-	-	-	-	-
Maintenance of Equipment	346,650	322,109	378,986	277,000	679,000	402,000
Communications	8,253	9,635	5,504	7,000	7,000	-
Rental of Equipment	1,119	2,061	-	-	-	-
Professional Services	46,419	71,404	185,355	128,000	128,000	-
Travel Expense (non-Training)	1,090	-	100	2,000	2,000	-
Auto Allowance	5,292	7,027	7,777	7,000	14,000	7,000
Training Expense	12,405	1,399	6,030	15,000	15,000	-
Dues/ Memberships	44,477	285,837	- 385,558	751,283	575,000	(176,283)
Other	61,039	64,628	-	-	-	-
Other Temporary Workforce	-	-	82,567	-	-	-
Equipment $15,000 and Over	19,195	-	288,106	1,720,734	-	(1,720,734)
Non-Recurring - Technology	-	123,885	186,033	247,894	-	(247,894)
General Services & Contingency	-	-	-	-	25,910	
Total Expenses	1,444,835	1,645,751	2,169,668	4,248,579	2,768,983	(1,479,596)
Income (Loss) Before Operating Transfers	40,067	1,686	(966,075)	(1,772,412)	-	1,772,412
Operating Transfer From/ General Fund	-	-	1,058,312	739,518	-	(739,518)
Net Income (Loss)	40,067	1,686	92,237	(1,032,894)	-	1,032,894
Net Position, October 1	-	40,067	41,753	133,990	(898,904)	(1,032,894)
Net Position, September 30	$ 40,067	$ 41,753	$ 133,990	$ (898,904)	$ (898,904)	$ -

**Fund created FY 2020.*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Mirla Deaton, Interim Assistant Director
Date:	Tuesday, August 15, 2023
Agenda #:	Municipal Court Department Update (Presiding Judge Rene De Coss)

Summary:
Department Update by Presiding Judge

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
1. V2.0 Municipal Court Update Presentation Upcoming August 15 2023

MUNICIPAL COURT
UPDATE

Presented By
Municipal Court Director & Presiding Judge, Rene De Coss

August 2023

The AGENDA

- Measurement Indicators
- Trends Across the State of Texas
- Fines and Fees Collected
- Budget Performance
- Contract Judge Program
- Staff Updates
- Highlights of Accomplishments
- Looking Towards the Future

MEASUREMENT INDICATORS

We strive to live up to our mission and vision. The result of living up to these values allow for continuous improvement which is evident throughout our performance.

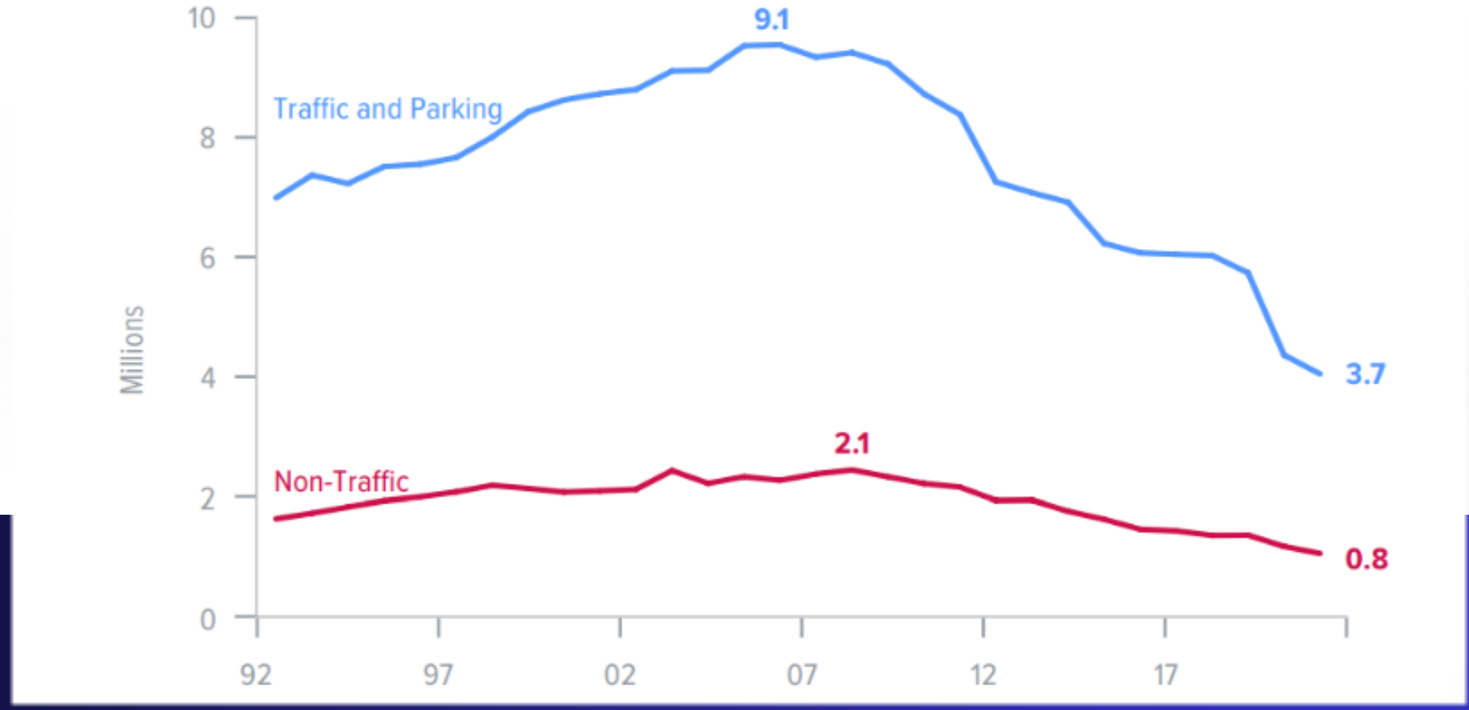
Case-Related Information

	Type	Filed	Fines, Court Costs Collected		
FY2021	• Traffic	22,785	City	$ 1,513,000	
	• Non-Traffic	6541	Remitted to State	$ 1,233,091	
	Total	**29,045**	**Total**	$ 2,746,091	
FY2022	• Traffic	21,276	City	$ 1,791,618	**21% COLLECTION INCREASE**
	• Non-Traffic	7,439	Remitted to State	$ 1,535,022	
	Total	**26,621**	**Total**	$ 3,326,640	
FY2023 PROJECTIONS	• Traffic	16,605	City	$ 1,689,314	
	• Non-Traffic	8370	Remitted to State	$ 1,612,521	
	Total	**24,975**	*Total*	$ 3,301,835	**0.7% COLLECTION DECREASE FROM PRIOR YEAR**

6% DECREASE IN CASE FILINGS FROM PRIOR YEAR

2021 through 2022 DATA AS REPORTED TO THE OFFICE OF COURT ADMINISTRATION

TRENDS
ACROSS THE STATE OF TEXAS



"Traffic and parking cases declined by 8 percent from the previous year, continuing a 13-year decline that was intensified by the pandemic in 2020 and 2021, and was the lowest number filed since 1980. Non-traffic misdemeanor cases fell by 13 percent from the previous year and was the second lowest number since 1979." (2021 -M. LaVoie Administrative Director, TX Office of Court Administration)

Data Source from Office of Court Administration Annual Statistical Report FY 2
https://www.txcourts.gov/media/1454127/fy-21-annual-statistical-report-final

FINES AND COURT COSTS COLLECTED

FY2021 THROUGH PROJECTED FY2023

FISCAL YEAR 2021

$2,746,091

$ 1,513,000.00 KEPT BY CITY
$ 1,233,091.00 TO STATE

FISCAL YEAR 2022

$3,326,640

$ 1,791,618.00 KEPT BY CITY
$ 1,535,022.00 TO STATE

FISCAL YEAR 2023
(Projection)

$3,301,835

$ 1,689,314.00 KEPT BY CITY
$ 1,612,521.00 TO STATE

2021 and 2022 DATA AS REPORTED TO THE OFFICE OF COURT ADMINISTRATION

BUDGET PERFORMANCE
FY 2023

FY 2023 ADOPTED BUDGET
$2,009,156.00

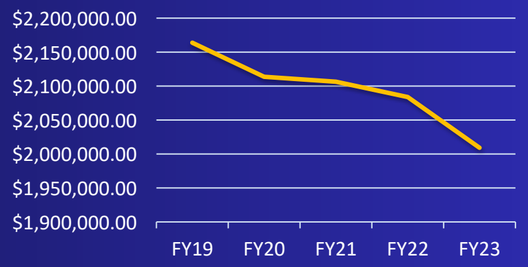
BUDGET AMENDMENT REQUESTS
$0.00

YEAR-TO-DATE EXPENDITURES/ENCUMBRANCES
$1,423,002.63

REMAINING BUDGET AS OF JULY
25%

2019-2022 HISTORICAL BUDGET DATA

FY 2019 BUDGET $2,163,824.00



FY 2023 BUDGET $2,009,156.00

FY 2020 BUDGET $2,113,665.00

FY 2021 BUDGET $2,106,416.00

FY 2022 BUDGET $2,083,850.00

CONTRACT

JUDGE PROGRAM

A proving ground for future Associate Judges

STAFF

CHANGES/UPDATES

Understanding the evolving aspects of a Municipal Court and the City it serves provides for necessary insight of when changes are required.

Mirla Veronica Deaton, Interim Assistant Director

Her experience in the court system along with an understanding of process improvement and analysis will assist the Municipal Court in continuing to achieve its goals.

MUNICIPAL COURT

HIGHLIGHTS OF ACCOMPLISHMENTS

2021 THROUGH 2023

Staff Development & Training

- Participation in the City's Professional Development Programs
- 29% of Municipal Court Staff now TMCEC Certified as Level 1 / Level II Clerks through TMCEC as a result of providing Clerk Certification Pay incentive

Budget Savings by streamlining of process and procedures allowed for:

- Transfer of 2 positions to City Secretary
- Restructuring base pay rate for lower paid Court Clerks without the request of additional budget resulting in a current retention rate of 85%
- Overtime Utilization decrease of 97%
- Improved service to our community by adding additional court sessions every Saturday of the year

Full Integration of Warrant Officers

- Support Municipal Court's collection efforts by the servicing of capias and warrants

Improved technology systems

- Server Migration and Case Management Upgrades

MUNICIPAL COURT
LOOKING TOWARDS THE FUTURE

- Work towards a more transparent and accessible municipal court
- Improve process and procedure by way of case management system streamlining overall operations
- Continue to benchmark municipal court processes and procedures to ensure continued performance and improvement
- Establishment of Evening Magistration Pilot Program assisting in the reduction of jail population and a faster release of non-violent or lesser class offenses
- Offer new services for the benefit of the community

Time for Questions

Thank You!

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 15, 2023
Agenda #:	Brownsville/South Padre Island International Airport - Airport Advisory Board update/report. (Commissioner R. De los Santos/Commissioner P. Cardenas)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. Advisory Board Item City Comm 20230811

BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT

BRO
Brownsville
South Padre Island
International Airport

August 11, 2023

AIRPORT ADVISORY BOARD MEETING ATTENDANTS

1. Airport Director – Bryant Walker
2. Seven members on the board appointed by City Commission and mayor
    1. Chair – Ed Rivera
    2. Vice Chair – Javier Villarreal
    3. Luis Cavazos
    4. Manuel Alcocer
    5. Francisco F. Loya
    6. Patricia Guillermo
    7. Julio Aranda
3. Ex-officio Members
4. Airport Staff
5. COB Legal Department
6. Airlines
7. TSA
8. Tenants
9. FBO's
10. Blogs & Media
11. ATCT – FAA Tower
12. Contractors
13. Consultants
14. Planners
15. Public

BRO Brownsville South Padre Island International Airport

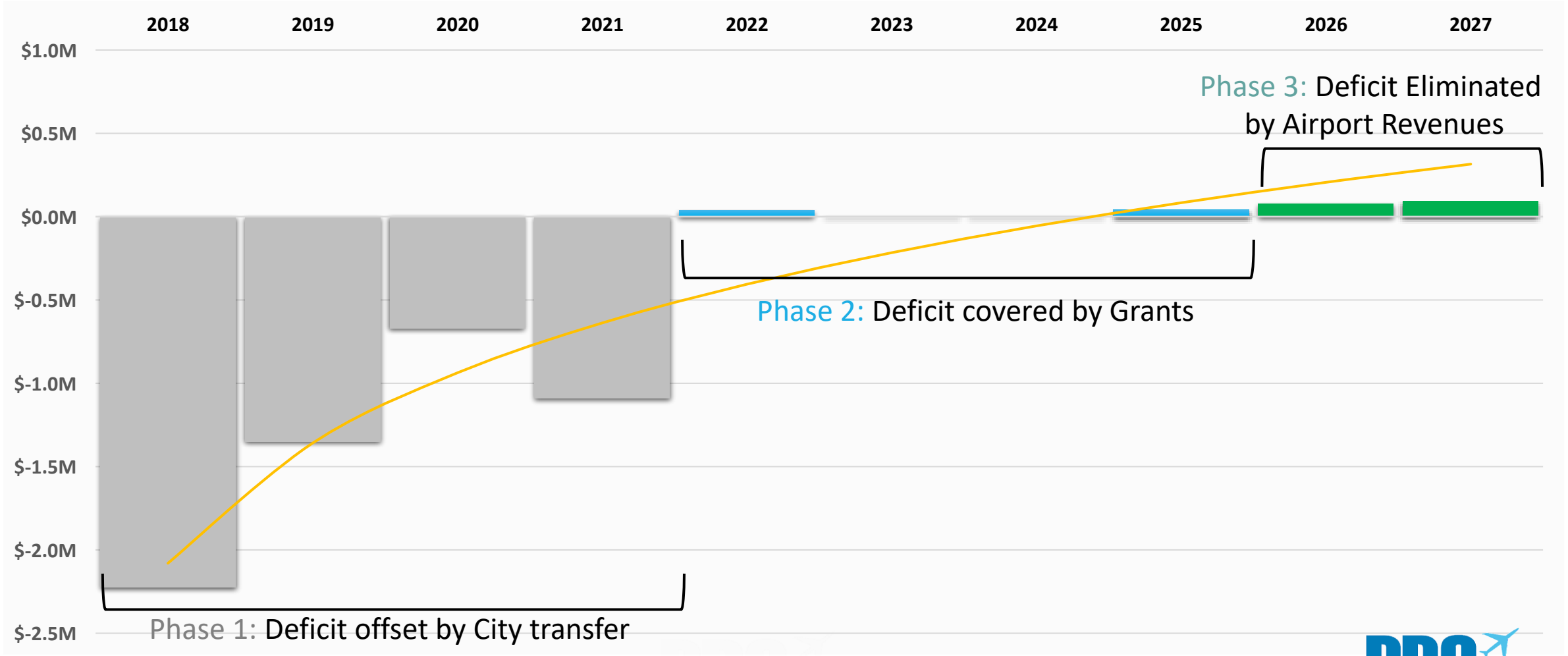
City of Brownsville have used taxpayer money to fund the Airport until 2022

Year	Taxpayer amount
2018	$2 Million Dollars
2019	$1 Million Dollars
2020	$700,000 Dollars
2021	$1 Million Dollars
2022	$0

As of 2022 Brownsville Airport is no longer using taxpayer money

Brownsville South Padre Island International Airport

Improvement Phases

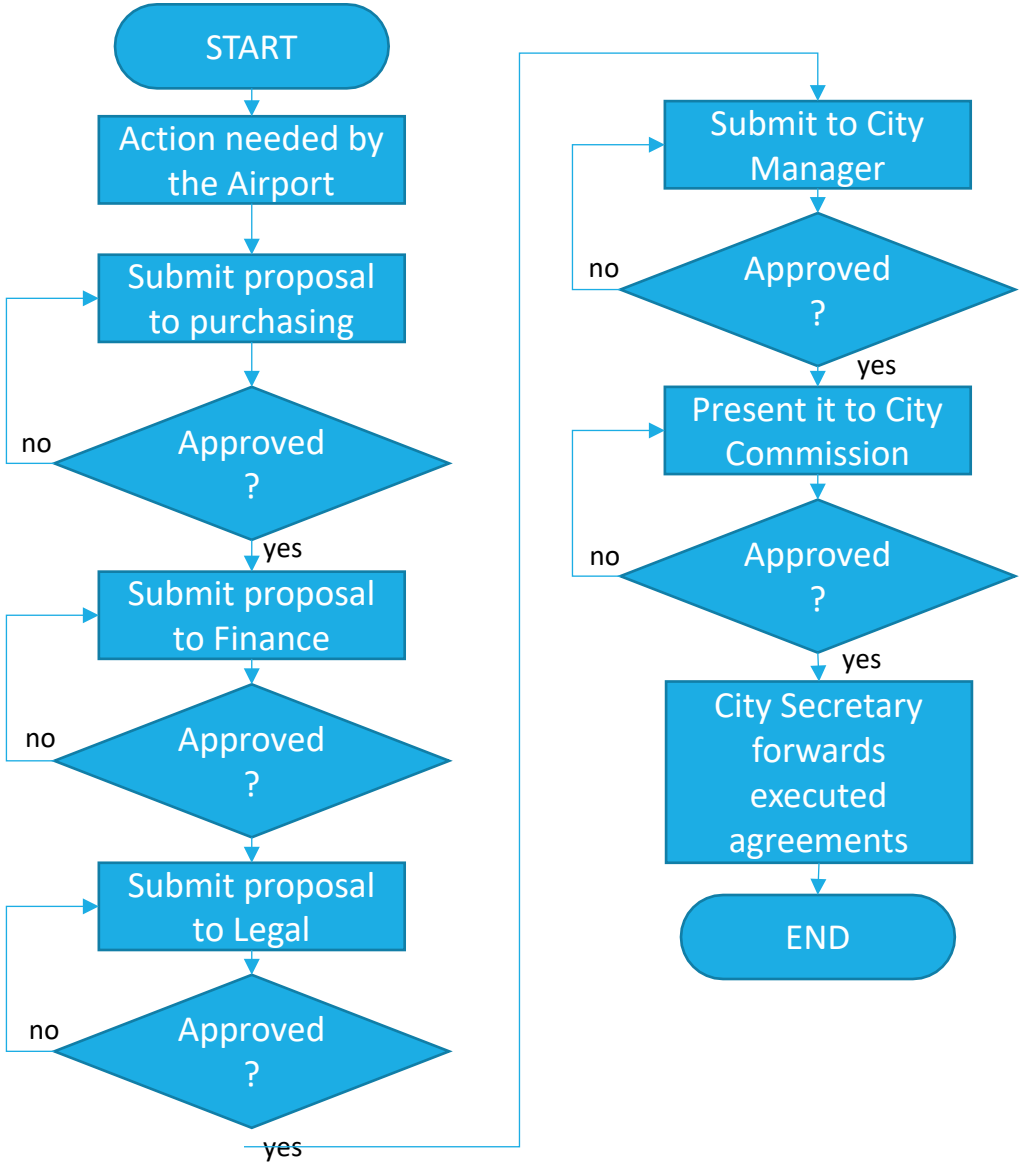


How does current governance work?

1. Action needed by the airport
2. Submit proposal to Purchasing for agreement
3. Submit proposal to Finance for agreement
4. Submit proposal to Legal for agreement
5. Submit to City Manager for agreement
6. Present it for the City Commission
7. City Commissions decides
8. City Secretary forwards executed agreements

Brownsville South Padre Island International Airport

Current governance process



Example 1 – Employee raise

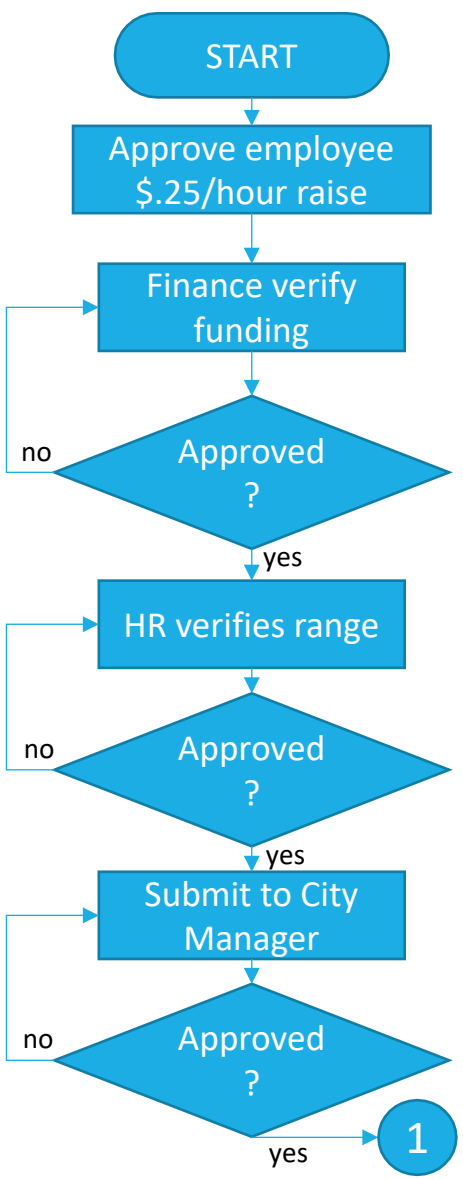
Giving employee $.25/hour raise

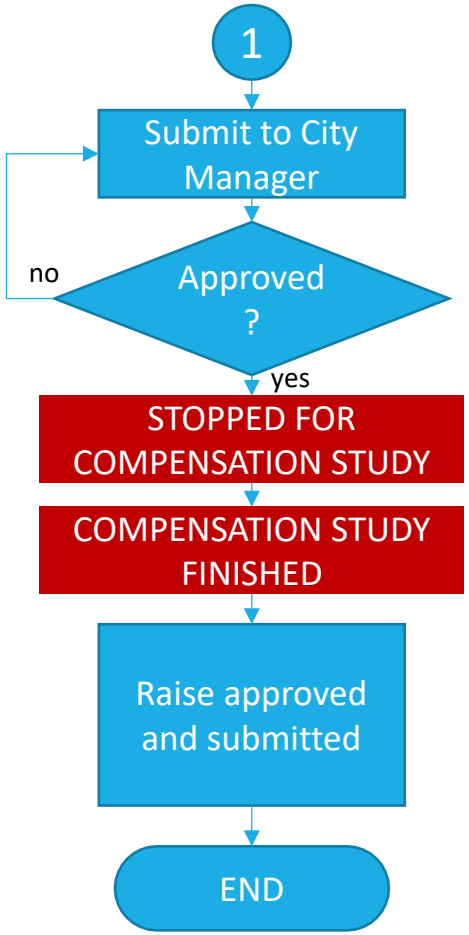
1. Finance to verify funding
2. HR to verify within range
3. CM for approval
4. Stopped for compensation study to be finished

Time to process = 1 year

Brownsville South Padre Island International Airport

Example 1 process – Employee raise





Time to process = 1 year

Example 2 – Marketing contract

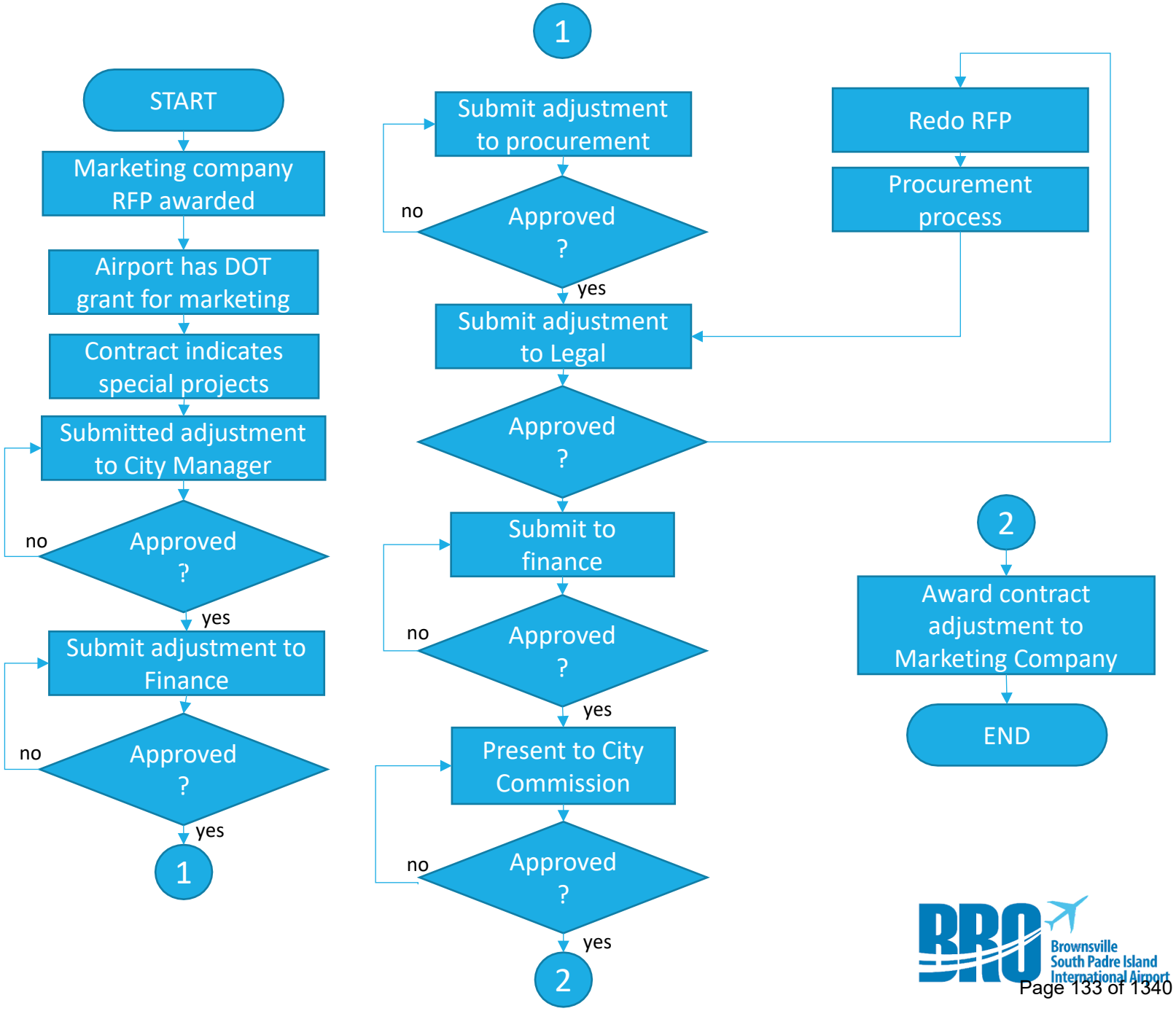
Marketing contract and DOT grant

1. RFP indicated special projects
2. Submitted to for approval
    1. City Manager
    2. Finance
    3. Procurement
    4. Legal
3. Conflicting opinions erred on the side of safety – redo the RFP
4. Submit new RFP to commission for approval and award
5. Reviewed by Finance
6. Approved by Finance

Time to process = 3 months

Brownsville South Padre Island International Airport

Example 2 process – Marketing Contract



Time to process = 3 months

Example 3 – Terminal Concession

RESTAURANT CONCESSIONS

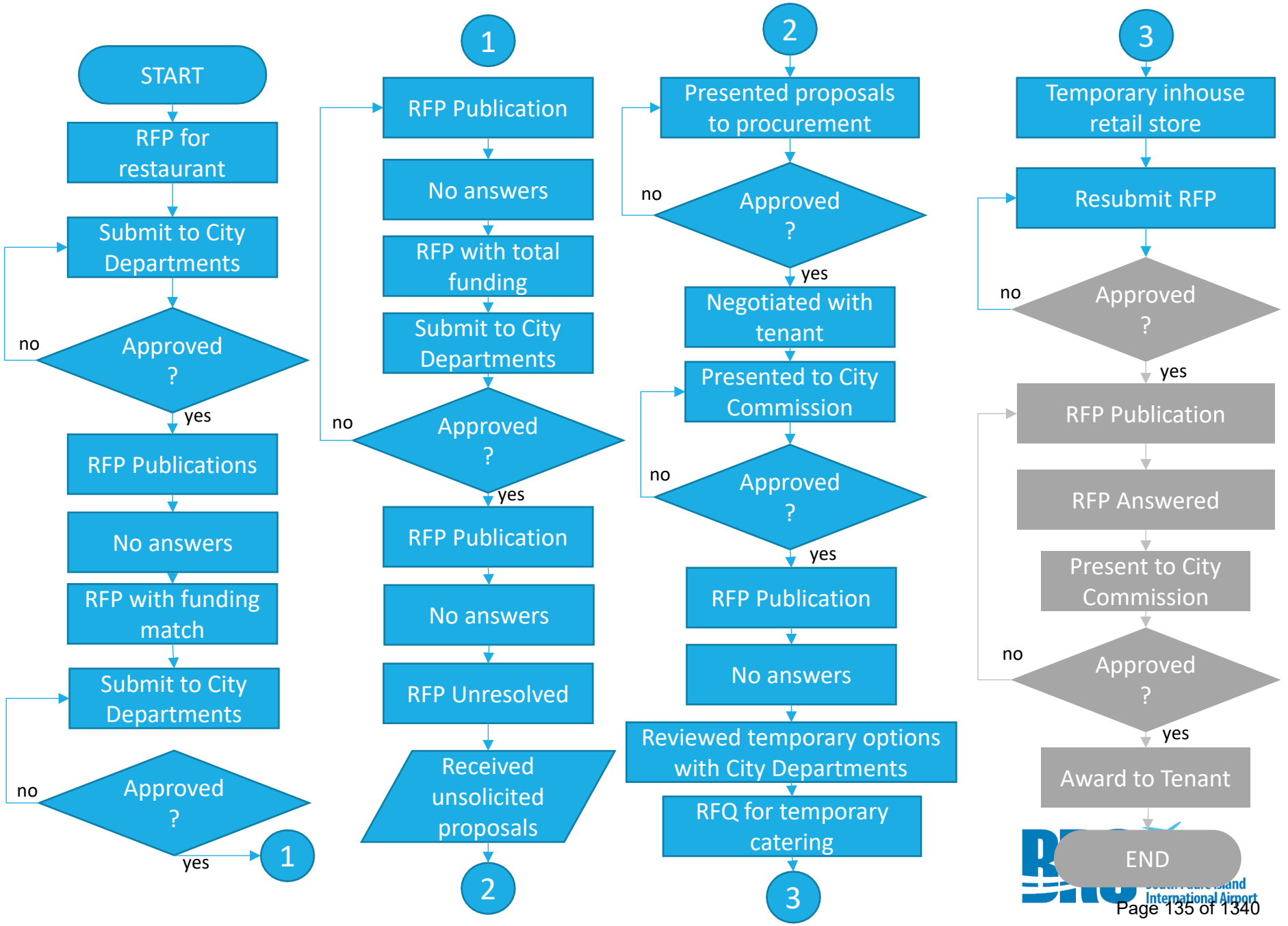
- New terminal – RFP for restaurant
- RFP with funding match
- RFP with total funding
- Entertained unsolicited proposals
- Presented to Procurement
- Negotiated with tenant
- Submitted to City Commission for approval – DENIED
- Resubmit RFP – No submittals
- Reviewed temporary options with Legal, Procurement, Finance, City Manager Office, Business development, Public Health
- RFQ for temporary catering
- Temporary in-house operated retail store
- RFP approval pending

TIME TO PROCESS = 2 YEARS TO DATE, STILL UNRESOLVED

Brownsville South Padre Island International Airport

Example 3 process – Terminal concession

Time to process = 2 years to date
STILL UNRESOLVED

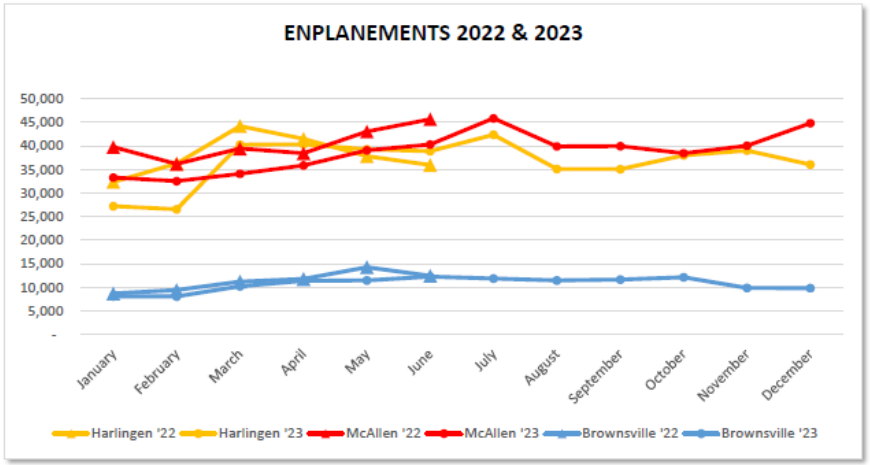


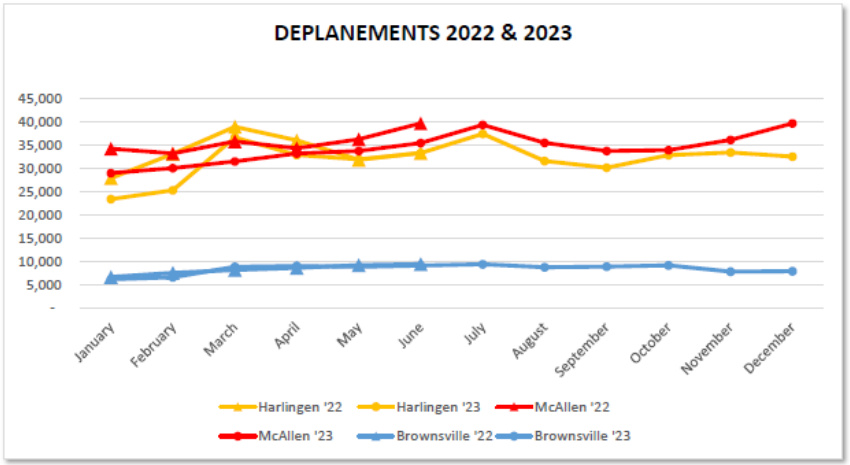
Valley Market Share

VALLEY AIRPORTS PASSENGER DATA YTD 2022 - 2023

	Harlingen		McAllen		Brownsville		Total	Total
Enplanements	2023	2022	2023	2022	2023	2022	2023	2022
January	32,362	27,216	39,789	33,326	8,686	8,102	80,837	68,644
February	36,260	26,571	36,180	32,544	9,437	8,071	81,877	67,186
March	44,215	40,278	39,493	34,104	11,189	10,229	94,897	84,611
April	41,494	40,355	38,446	35,882	11,799	11,393	91,739	87,630
May	37,851	39,294	43,075	39,062	14,261	11,472	95,187	89,828
June	35,962	38,898	45,674	40,308	12,452	12,266	94,088	91,472
July		42,381		45,885		11,868	-	100,134
August		35,109		39,913		11,479	-	86,501
September		35,060		39,963		11,664	-	86,687
October		38,015		38,437		12,125	-	88,577
November		39,015		40,043		9,854	-	88,912
December		36,055		44,822		9,839	-	90,716
YTD Total	228,144	438,247	242,657	464,289	67,824	130,384	538,625	1,030,898

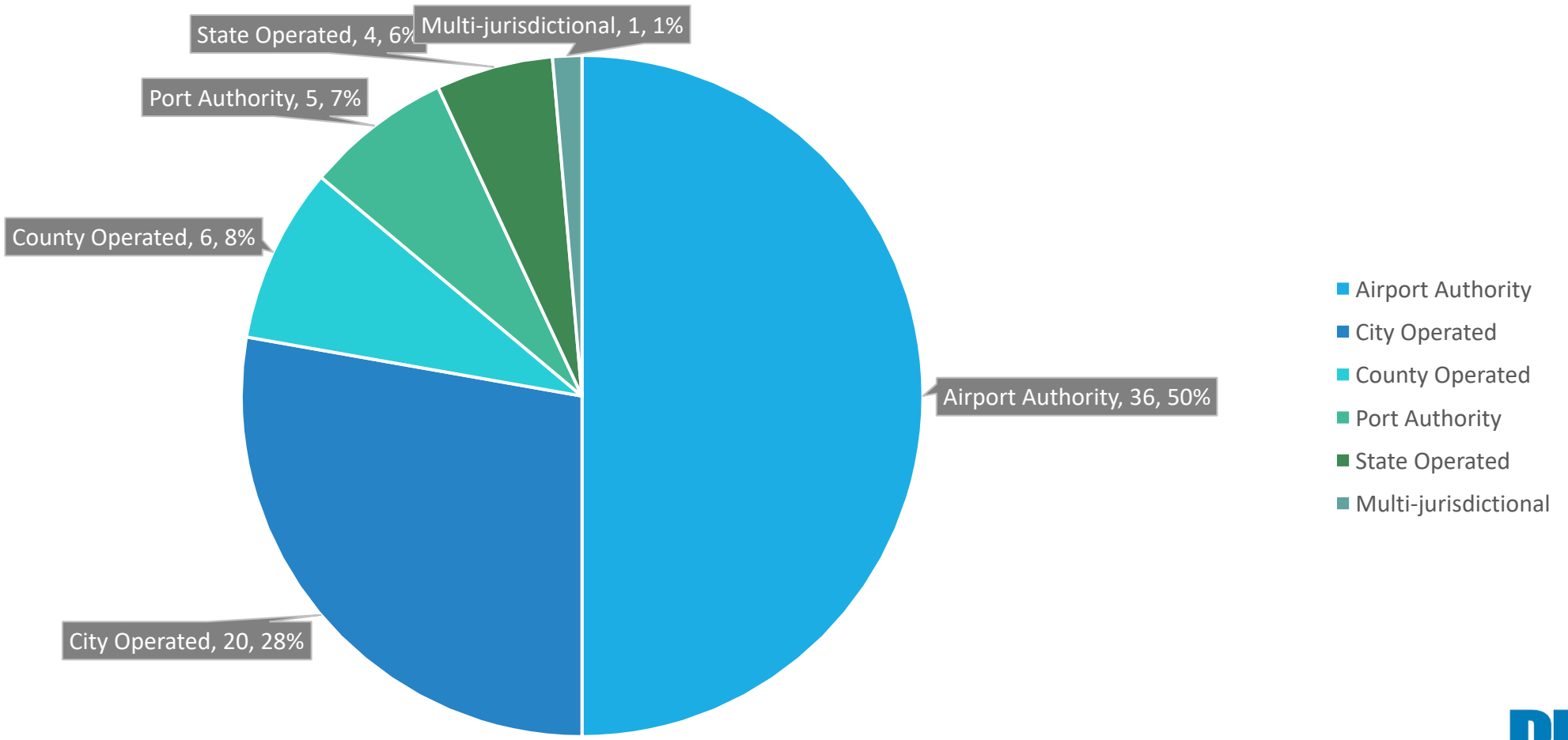
	Harlingen		McAllen		Brownsville		Total	Total
Deplanements	2023	2022	2023	2022	2023	2022	2023	2022
January	27,900	23,384	34,262	29,008	6,611	6,115	68,773	58,507
February	33,127	25,282	33,239	30,057	7,513	6,565	73,879	61,904
March	38,993	36,716	35,832	31,512	8,130	8,795	82,955	77,023
April	36,062	32,929	34,350	33,208	8,578	8,958	78,990	75,095
May	31,869	31,984	36,303	33,783	9,143	8,800	77,315	74,567
June	33,380	33,313	39,731	35,489	9,383	9,050	82,494	77,852
July		37,467		39,423		9,362	-	86,252
August		31,601		35,545		8,688	-	75,834
September		30,154		33,776		8,847	-	72,777
October		32,861		33,933		9,123	-	75,917
November		33,460		36,157		7,746	-	77,363
December		32,567		39,719		7,842	-	80,128
YTD Total	201,331	381,718	213,717	411,610	49,358	99,891	464,406	893,219





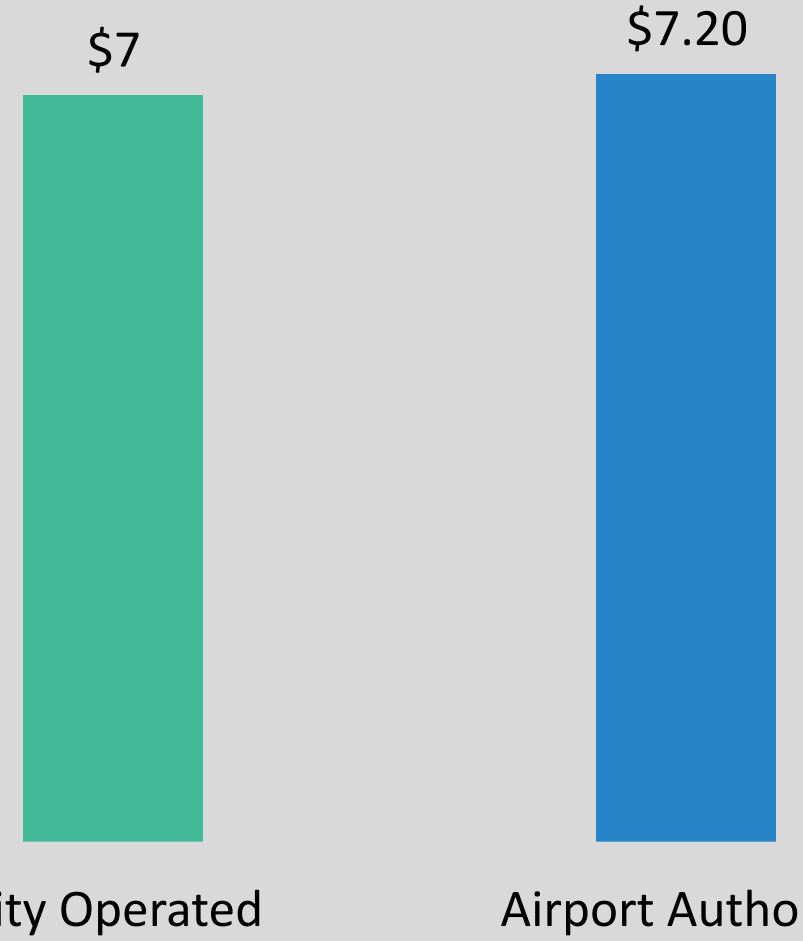
Brownsville South Padre Island International Airport

Small Hub Governance Structure



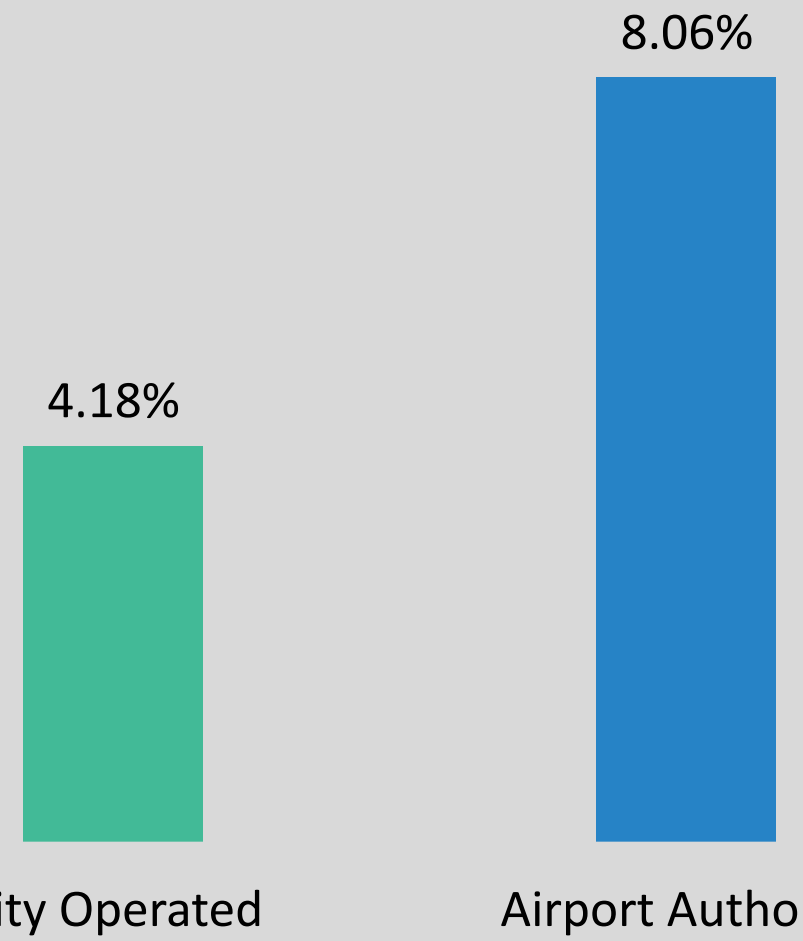
SOURCE: FAA

AVERAGE COST PER ENPLANEMENT FOR SMAILL HUB GOVERNANCE STRUCTURES

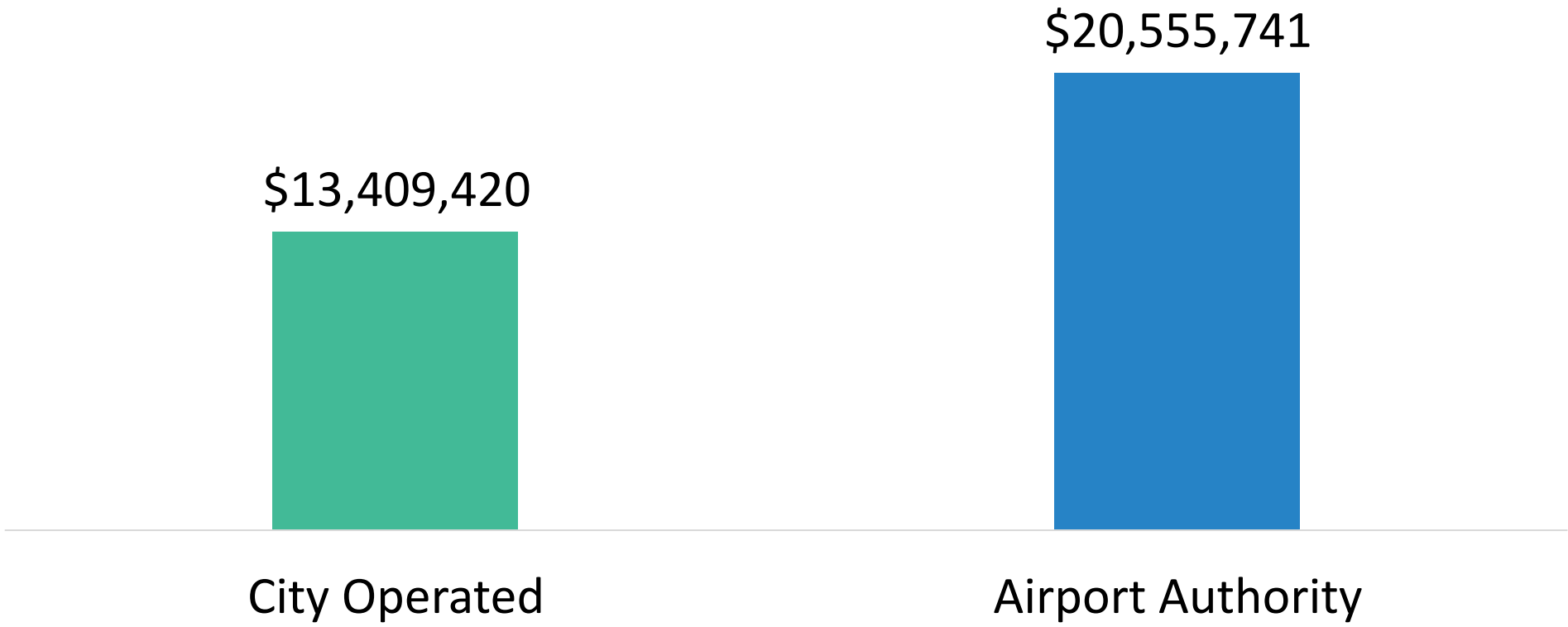


SOURCE: FAA

AVERAGE YEAR OVER YEAR PERCENTAGE CHANGE IN ENPLANEMENTS FOR SMALL HUB AIRPORTS BY GOVERNANCE STRUCTURE



AVERAGE NON-AERONAUTICAL REVENUE FOR SMALL HUB AIRPORTS



More revenue than city operated airports

SOURCE: FAA

PROPOSAL

Empower the Airport Board by establishing an Administrative Airport Board to address urgent matters of business

Added value:

- Subject matter experts
- Agile decisions
- Stream line processes
- Efficient operations
- Develop the airport to its highest and best use
- Maximize community benefit
- The City can take advantage of these processes
- Maintain compliance
- Resource control over key operations

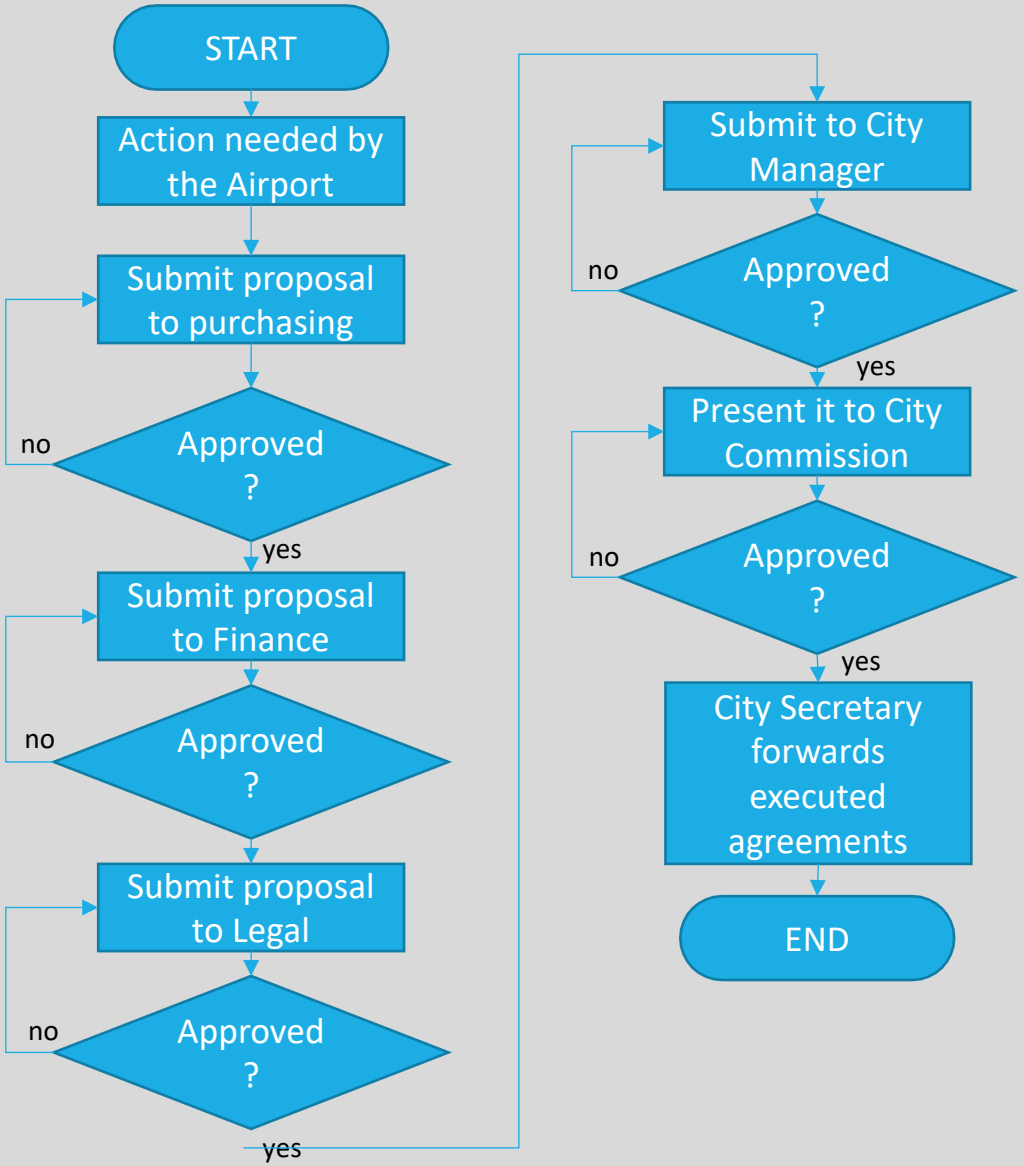
- Prevent financial violation of airport funds with FAA

Brownsville South Padre Island International Airport

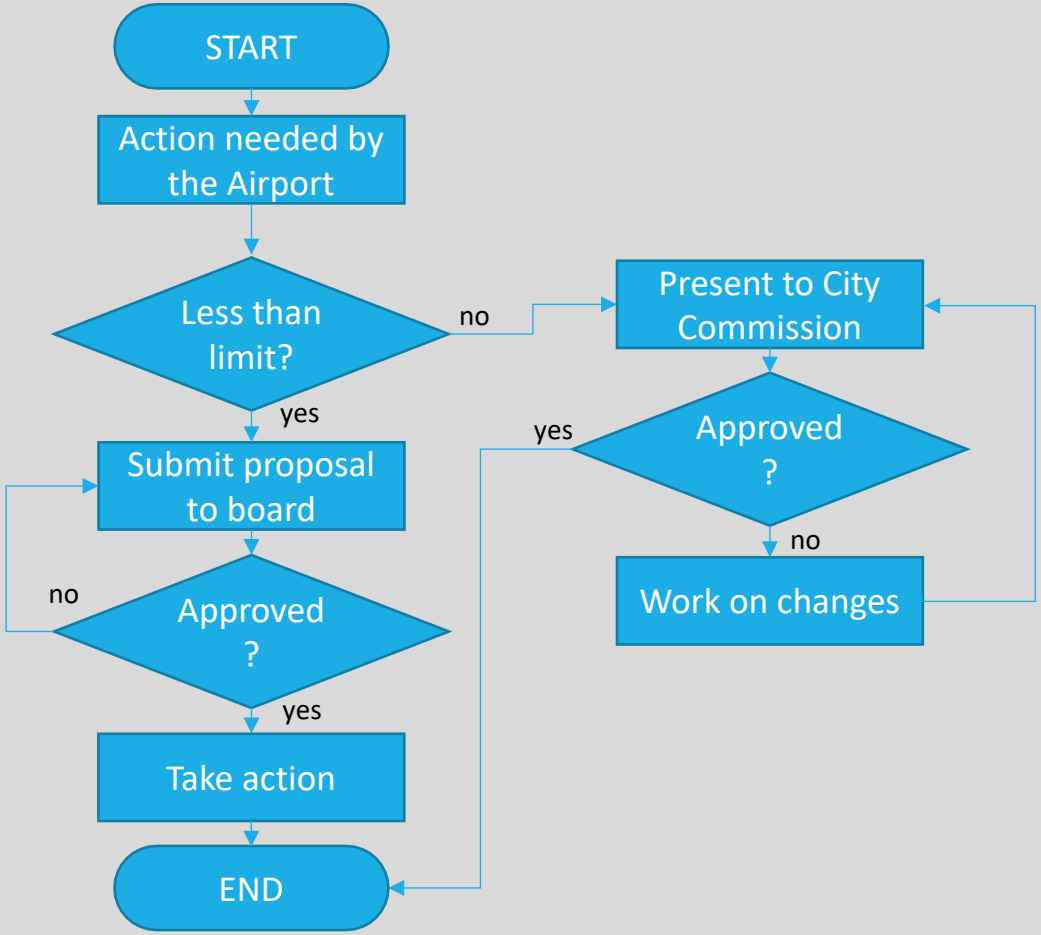
Now that we are profitable we are subject to stricter regulations

Which means critical decision making increases.

CURRENT GOVERNANCE PROCESS



NEW GOVERNANCE PROCESS



Possible Concerns: Loss of control

ADDRESSING THIS CONCERN:

- City commission continues to appoint the airport board members
- Ordinance can be amended to fine tune
- Routine updates to the City Commission
- City Ex-officio members continue to participate
- Financial oversight is maintained through spending thresholds

Brownsville South Padre Island International Airport

Q&A

Brownsville South Padre Island International Airport

August 11, 2023

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 15, 2023
Agenda #:	Water Conservation & Drought Contingency Plan (Brownsville Public Utilities Board (BPUB)/City of Brownsville)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. BPUBCOB WCDC 081523 Short Draft Revised

DRAFT

Water Conservation & Drought Contingency Plan

City Commission Meeting

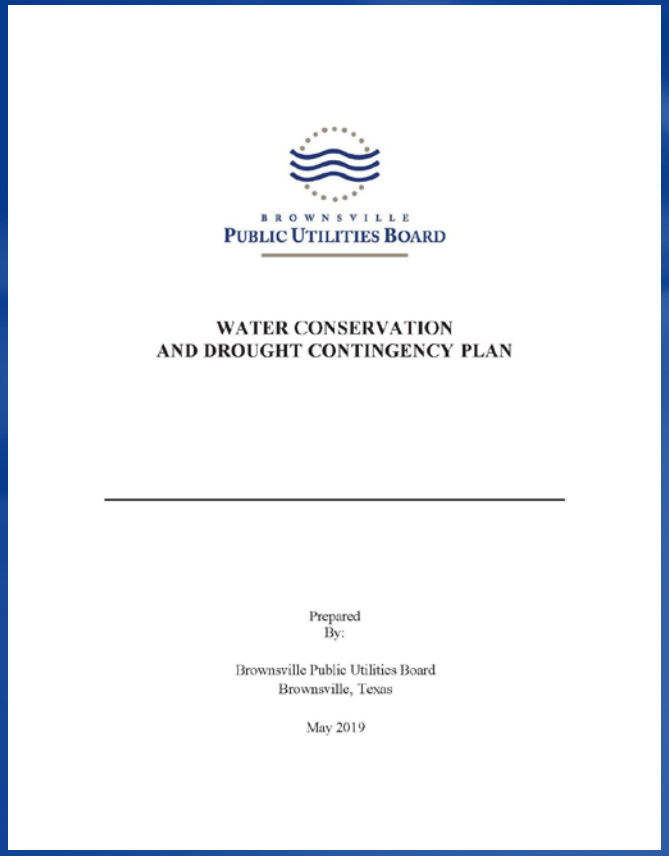
August 15, 2023

BROWNSVILLE
On the Border, By the Sea, and Beyond

BROWNSVILLE
PUBLIC UTILITIES BOARD

Water Conservation and Drought Contingency Plan (WCDC)

- Water Conservation Plan
  - ✓ Developed in 1984, adopted in 1986
  - ✓ Updates in 2000, 2006, 2009, 2014, 2019
- Drought Contingency Plan
  - ✓ Emergency Water Conservation Plan/Ordinance (EWCO) adopted by City Commission in 2002
  - ✓ Ordinance amendment adopted by City Commission in 2006
- State Requirement
  - ✓ Public water suppliers required to update plans every 5 years (30 TAC Chapter 288)
  - ✓ Coordinated through Texas Water Development Board (TWDB)


BROWNSVILLE
PUBLIC UTILITIES BOARD

WATER CONSERVATION
AND DROUGHT CONTINGENCY PLAN

Prepared
By:

Brownsville Public Utilities Board
Brownsville, Texas

May 2019

BROWNSVILLE
PUBLIC UTILITIES BOARD

Water Conservation Plan

- Utility Profile
  - ✓ Raw/Treated Water System Use
  - ✓ Population and Water Use Projections
- System Evaluation
  - ✓ Identification, Measurement and Reduction of Raw and Treated Water Losses
- Water Conservation Goals
  - ✓ Provides 5-year and 10-year targets
- Water Conservation Strategies
  - ✓ Education and public information
  - ✓ Universal metering, meter repair and replacement
  - ✓ Water loss audits
  - ✓ Leak detection and repair

BROWNSVILLE PUBLIC UTILITIES BOARD

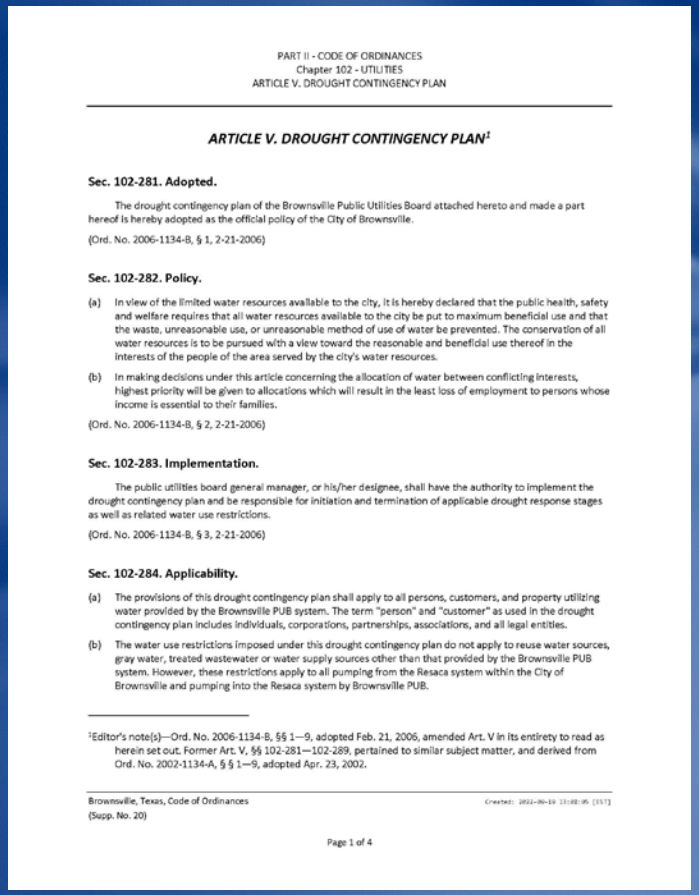
Drought Contingency Plan

Purpose

- To conserve and limit the demand of water during water emergencies
- To minimize the adverse impacts of water supply shortages or other emergencies
- To manage the available water resources

Authority

- BPUB sets guidelines & criteria for implementation of the stages
- BPUB GM & CEO and the City of Brownsville Mayor, or their designees, initiate and terminate each stage



PART II - CODE OF ORDINANCES
Chapter 102 - UTILITIES
ARTICLE V. DROUGHT CONTINGENCY PLAN

ARTICLE V. DROUGHT CONTINGENCY PLAN[1]

Sec. 102-281. Adopted.

The drought contingency plan of the Brownsville Public Utilities Board attached hereto and made a part hereof is hereby adopted as the official policy of the City of Brownsville.

(Ord. No. 2006-1134-B, § 1, 2-21-2006)

Sec. 102-282. Policy.

(a) In view of the limited water resources available to the city, it is hereby declared that the public health, safety and welfare requires that all water resources available to the city be put to maximum beneficial use and that the waste, unreasonable use, or unreasonable method of use of water be prevented. The conservation of all water resources is to be pursued with a view toward the reasonable and beneficial use thereof in the interests of the people of the area served by the city's water resources.

(b) In making decisions under this article concerning the allocation of water between conflicting interests, highest priority will be given to allocations which will result in the least loss of employment to persons whose income is essential to their families.

(Ord. No. 2006-1134-B, § 2, 2-21-2006)

Sec. 102-283. Implementation.

The public utilities board general manager, or his/her designee, shall have the authority to implement the drought contingency plan and be responsible for initiation and termination of applicable drought response stages as well as related water use restrictions.

(Ord. No. 2006-1134-B, § 3, 2-21-2006)

Sec. 102-284. Applicability.

(a) The provisions of this drought contingency plan shall apply to all persons, customers, and property utilizing water provided by the Brownsville PUB system. The term "person" and "customer" as used in the drought contingency plan includes individuals, corporations, partnerships, associations, and all legal entities.

(b) The water use restrictions imposed under this drought contingency plan do not apply to reuse water sources, gray water, treated wastewater or water supply sources other than that provided by the Brownsville PUB system. However, these restrictions apply to all pumping from the Resaca system within the City of Brownsville and pumping into the Resaca system by Brownsville PUB.

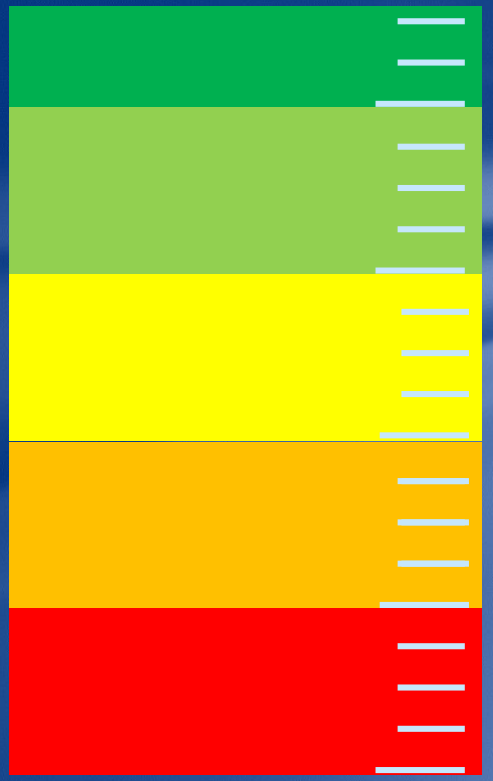
[1]Editor's note(s)—Ord. No. 2006-1134-B, §§ 1—9, adopted Feb. 21, 2006, amended Art. V in its entirety to read as herein set out. Former Art. V, §§ 102-281—102-289, pertained to similar subject matter, and derived from Ord. No. 2002-1134-A, § § 1—9, adopted Apr. 23, 2002.

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

BROWNSVILLE PUBLIC UTILITIES BOARD

Drought Response Stages

U.S. Combined Falcon Dam and Amistad Reservoirs' Storage



Stage 1 – Voluntary — 51%

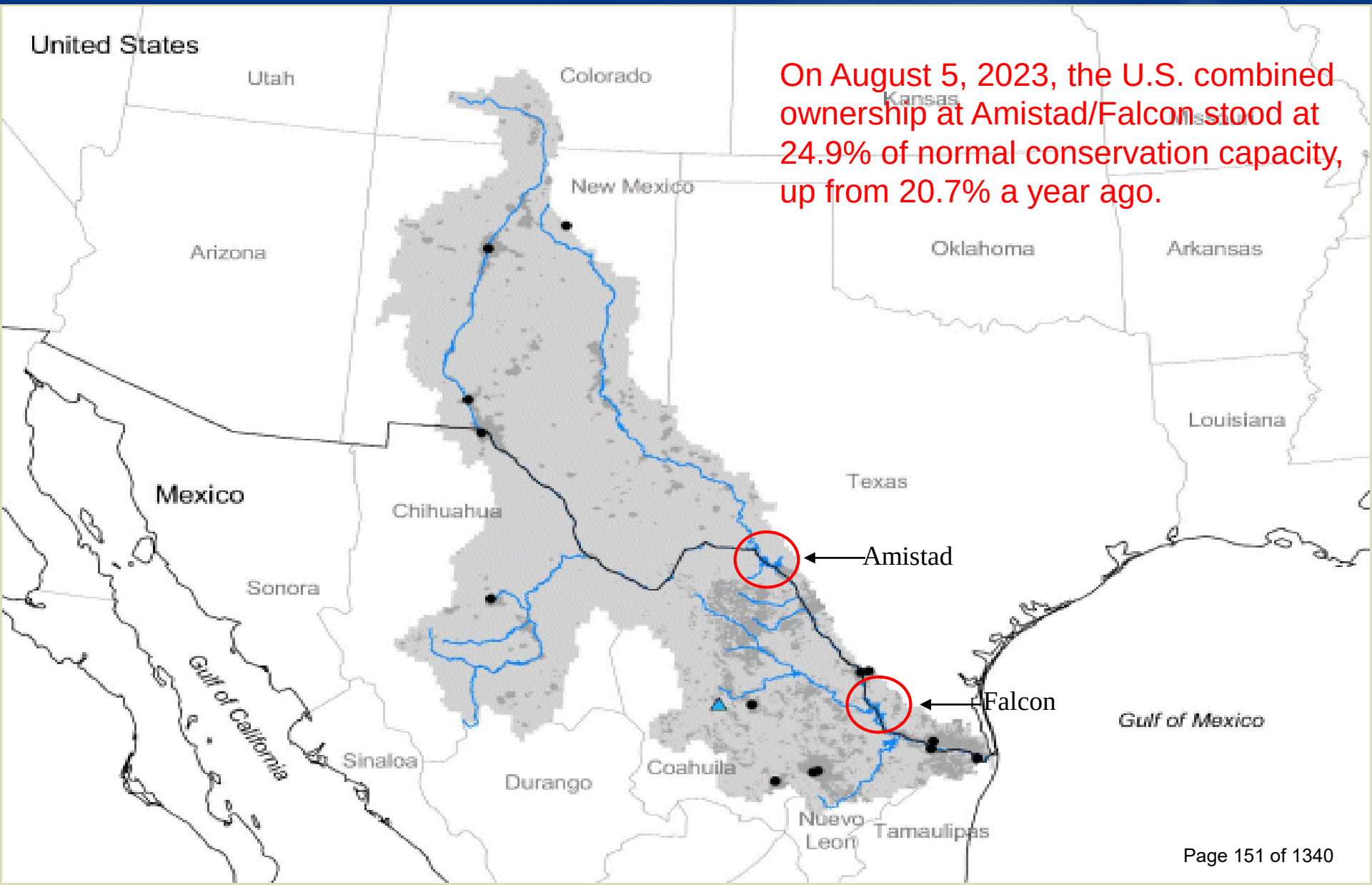
Stage 2 – Restrictions — 25%

Stage 3 – Surcharges — 15%

Stage 4 – Rationing — Emergency

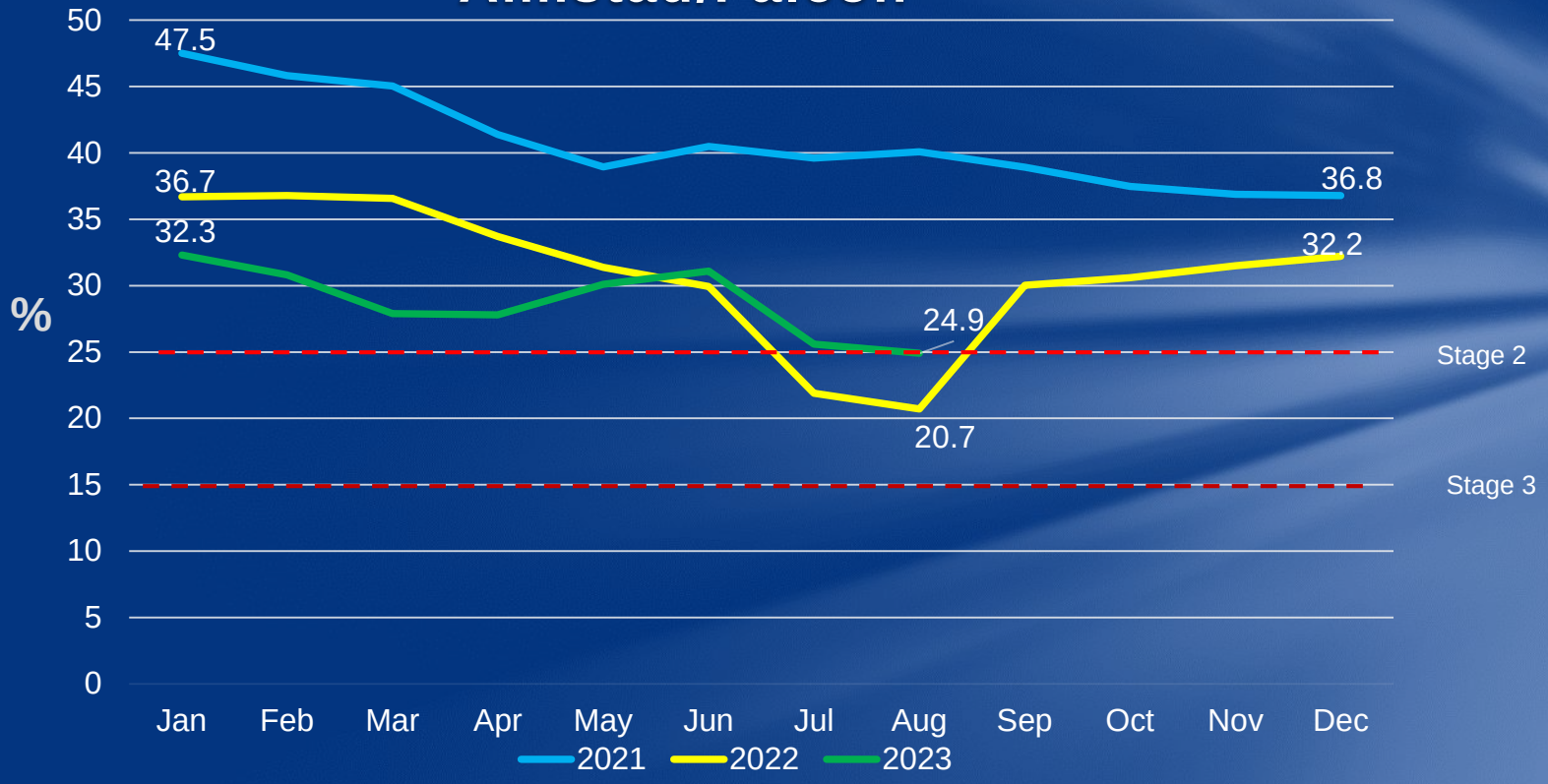
BROWNSVILLE PUBLIC UTILITIES BOARD

Rio Grande Watershed



On August 5, 2023, the U.S. combined ownership at Amistad/Falcon stood at 24.9% of normal conservation capacity, up from 20.7% a year ago.

U.S. Combined Ownership at Amistad/Falcon



On August 5, 2023, the U.S. combined ownership at Amistad/Falcon stood at 24.9% of normal conservation capacity, up from 20.9% a year ago.

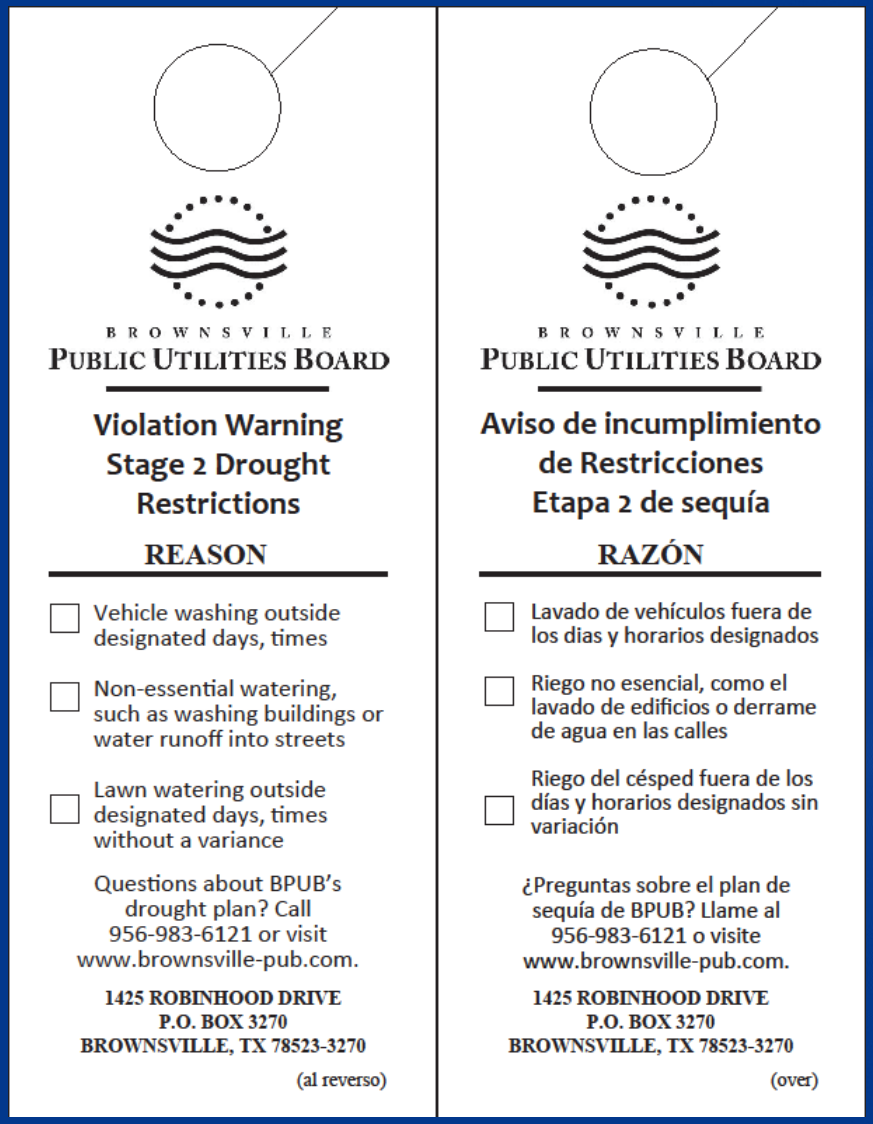
Stage 2 Water Restrictions

Trigger - U.S. Water Storage in Reservoirs reaches 25% or less.

- Landscape irrigation twice a week depending on service address digits.
  - ✓ Midnight – 7:00a.m.
    7:00p.m. – Midnight
- Landscape irrigation with a hand-held garden hose, soaker hose, hand-held bucket, no larger than 5 gallons, or drip irrigation is allowed at any time.
- New landscape vegetation may be irrigated any day (requires variance)
  - ✓ Variance available for 4 weeks since the date of planting, renewal available for 8 week total.
- Washing of motor vehicles prohibited except on water days and times. Watering days follow the same service address digits.
  - ✓ 12:00a.m. – 10:00a.m.
    7:00p.m. – 12:00a.m.
- Non-essential water use prohibited.
  - ✓ Washing of hard surfaces.
  - ✓ Failing to repair leaks.
- Water use restrictions for golf courses based on water management plans.

BROWNSVILLE PUBLIC UTILITIES BOARD

Stage 2 Communication



BROWNSVILLE
PUBLIC UTILITIES BOARD

Violation Warning
Stage 2 Drought Restrictions

REASON

- ☐ Vehicle washing outside designated days, times
- ☐ Non-essential watering, such as washing buildings or water runoff into streets
- ☐ Lawn watering outside designated days, times without a variance

Questions about BPUB's drought plan? Call 956-983-6121 or visit www.brownsville-pub.com.

1425 ROBINHOOD DRIVE
P.O. BOX 3270
BROWNSVILLE, TX 78523-3270

(al reverso)

BROWNSVILLE
PUBLIC UTILITIES BOARD

Aviso de incumplimiento de Restricciones Etapa 2 de sequía

RAZÓN

- ☐ Lavado de vehículos fuera de los dias y horarios designados
- ☐ Riego no esencial, como el lavado de edificios o derrame de agua en las calles
- ☐ Riego del césped fuera de los días y horarios designados sin variación

¿Preguntas sobre el plan de sequía de BPUB? Llame al 956-983-6121 o visite www.brownsville-pub.com.

1425 ROBINHOOD DRIVE
P.O. BOX 3270
BROWNSVILLE, TX 78523-3270

(over)

- Press release announcing Stage 2
- Brownsville Herald ad announcing Stage 2
- Increased social media messaging (more tips, videos)
- Door hangers
- BPUB Central video
- BPUB website (www.brownsville-pub.com/drought)
- Increased outreach/presentations
- Billboards
- Media outreach
- PUBCAP

BROWNSVILLE
PUBLIC UTILITIES BOARD

Questions?

BROWNSVILLE
PUBLIC UTILITIES BOARD

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, August 15, 2023
Agenda #:	Approval of the Minutes:

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 15, 2023
Agenda #:	Minutes of July 25, 2023, Special Workshop City Commission Meeting

Summary:
This serves as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance

Attachments:
1. DRAFT MINUTES 07-25-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Special Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, July 25, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m122c38d522bdbc41fd7b759b5017dff3

COMMISSIONERS:

ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
LINDA C. MACIAS	**District 2**
ROY DE LOS SANTOS	**District 3**
HELEN RAMIREZ	**City Manager**
FELIX SAUCEDA	**Assistant City Manager / Chief of Police**
WILL TREVINO	**City Attorney**
JENNIFER AVENDAÑO	**First Assistant City Attorney**
YOLANDA G. GOMEZ	**City Secretary**

ABSENT: **JOHN COWEN, JR. - Mayor**
TINO VILLARREAL - At-Large "A"
PEDRO CARDENAS - District 4
ELIZABETH WALKER - Assistant City Manager

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda Galarza Gomez City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, July 21, 2023.

Mayor Pro Tem Rose Gowen, called the meeting to order at 5:04 p.m.

Mayor Pro Tem Rose Gowen, Commissioner Bryan L. Martinez, Commissioner Roy De los Santos, and Commissioner Linda C. Macias attended the meeting in person.

b) INVOCATION

Pastor Rolando Garcia delivered the invocation.

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor Pro Tem Rose Gowen and the City Commission.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) **Presentation on Fiscal Year 2024 Budget Workshop #1. (Financial Services Department)**

Michael Delmore, Chief Financial Officer, presented the first budget workshop to the City Commission for Fiscal Year 2024. Mr. Delmore stated that the Finance Department was still expecting the last property tax evaluations from Cameron County in order to finish the taxation and finalize the formal budget. The presentation's main goal was to explain the budgeting process. Mr. Delmore shared that one of the initial stages for the Finance Department was to meet with each department to ascertain their needs for the upcoming fiscal year. He added that the objective for the upcoming fiscal year is to develop infrastructure in the city, such as the zoo and historical buildings, decrease tax rates, improve street maintenance, and be able to provide competitive wages to our staff.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos expressed that his biggest concern was the cost-of-living adjustment. Commissioner De los Santos requested to see a separate analysis for the Fire Department in this upcoming fiscal year because older employees must be taken into consideration when determining compensation. Commissioner De los Santos noted that he would like to see the departments' wish list and understood that some items would need to be prioritized.

No action taken.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 5:53 p.m.

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, August 15, 2023
Agenda #:	Minutes of August 1, 2023, Regular City Commission Meeting

Summary:
This serves as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance

Attachments:
1. DRAFT MINUTES08-01-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, August 1, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m1268044c71d9241af4d885366004b106

JOHN COWEN, JR.	**Mayor**
COMMISSIONERS:	
TINO VILLARREAL	**At-Large "A"**
ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
LINDA C. MACIAS	**District 2**
ROY DE LOS SANTOS	**District 3**
PEDRO CARDENAS	**District 4**
HELEN RAMIREZ	**City Manager**
FELIX SAUCEDA	**Assistant City Manager/Police Chief**
WILL TREVINO	**City Attorney**
JENNIFER AVENDAÑO	**First Assistant City Attorney**
YOLANDA G. GOMEZ	**City Secretary**
ABSENT:	**Elizabeth Walker - Assistant City Manager**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda Galarza Gomez City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, July 28, 2023.

Mayor John Cowen Jr., called the meeting to order at 5:01 p.m.

Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Rose Gowen, Commissioner Bryan L. Martinez, Commissioner Roy De los Santos, and Commissioner Pedro Cardenas attended the meeting in person.

Commissioner Linda C. Macias attended the meeting in person at 5:07 pm.

b) INVOCATION

Pastor Brad Burkes delivered the invocation.

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor John Cowen, Jr., and the City Commission.

PROCLAMATION(S)

Recognizing Felicity Fok and Zeviel Pineda (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

The proclamation was read and presented by Commissioner Rose Gowen.

Recognizing Pan American Round Table (Commissioner L. C. Macias/ Mayor J. Cowen, Jr.)

The proclamation was read and presented by Commissioner Linda C. Macias.

Brownsville Cardinals Youth Flag Football Team (Commissioner R. De los Santos / Commissioner B. L. Martinez)

The proclamation was read and presented by Commissioner Roy De los Santos.

Proclamation recognizing Telecommunicators Ida Villarreal, Sarahi Benavides, Mary Blanco, and Officer Albert Buitureida (Mayor J. Cowen, Jr. / Commissioner L. C. Macias)

The proclamation was read and presented by Mayor John Cowen, Jr.

PUBLIC COMMENT PERIOD

C. Gonzalez was not present to address his concerns but did register his opinion on the public comment form that he submitted.

Yolanda Speece expressed her concern regarding the City of Brownsville Police Department.

Jessica Martinez was not present to address her concerns but did register her opinion on the public comment form that she submitted.

Lemy Martinez expressed her concerns regarding the effects of noise and contamination (dust emissions) within her neighborhood and surrounding areas.

Esequiel Silva expressed concern regarding Ordinance Number 2023-736-Q and made suggestions to the Commission on how to move forward with it.

Ronald Kibler, representative from Lamar Advertising, briefly explained the improvement made for the benefit of the Ordinance Number 2022-235.102.

Bernie Garcia was not present to address his concerns but did register his opinion on the public comment form that he submitted.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) **Update and discussion on Boards and Commission Appointment and Eligibility Policies. (Office of the City Attorney)**

Will Trevino, City Attorney, briefly informed the Commission of the proposed amendments of the Boards and Commission Policies. Mr. Trevino presented the reasons why an ordinance is recommended including codifying rules. He further noted that one of the main changes on the policy is adopting the definitions. Each section has a modification to the description and specification for eligibility, duties, and attendants' requirements for each member.

Commissioner Roy De los Santos discussed the need to include language that is not restrictive regarding the application process as well as language that would allow citizens from the board to report. Commissioner De los Santos provided additional suggestions such as having more information on the applications that are received for the board members and applicants for their consideration to determine if they are a qualified citizen to serve on a board. Brief discussion ensued amongst Commission and City staff.

2) Hotel and Motel Tax Fund Applicants Presentation (Convention & Visitors Bureau)

Dafne Maldonado, Brownsville Convention and Visitors Bureau & Office of Space Commerce Director, and Malinalli Montesam, Tourism Coordinator, provided a listing of the applications received for the Hotel and Motel Tax Funding for Fiscal Year 2023-2024. Ms. Maldonado further presented the recommendations regarding the distribution of funds, as well as eligibility. Staff presented the next steps for funding disbursement.

Commissioner Roy De los Santos expressed opinions about the process of the applicant's eligibility for distribution on the funds.

Mayor John Cowen requested to include information regarding as to how many visitors each organization has every year as part of the backup information that is provided to them.

Brief discussion ensued amongst the Commission and City staff.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Rose Gowen and seconded by Commissioner Bryan L. Martinez and carried unanimously, Consent Agenda Items were approved.

Commissioner Roy De los Santos noted that he would like to move Consent Agenda Item #1a, out of sequence, for discussion and action.

Commissioner Rose Gowen amended her motion to approve Consent Agenda Items 2 through 14, and Consent Agenda Item 1a was moved out of sequence for discussion and action. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

1) Approval of the Minutes:

a) Minutes of July 11, 2023, Regular City Commission Meeting

Commissioner Roy De los Santos noted the correction that needed to be made for the minutes of July 11, 2023.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Pedro Cardenas and carried unanimously, minutes for July 11, 2023, were approved with corrections.

2) Consideration and **ACTION** to approve a renewal of the current term contract for one (1) additional year for the Texas Alcohol and Drug Testing Services. TADTS provides drug and alcohol testing services for Pre-employment, random, post-accident, reasonable suspicion and promotional DOT & NON-DOT positions as budgeted. (Organizational Development and Human Resources Department)

3) Consideration and **ACTION** to approve a one (1) year renewal of a contract with Port Occupational and Medical Clinic for Department of Transportation & Non-Department of Transportation pre-employment and Civil Service promotional physicals, as budgeted. (Organizational Development and Human Resources Department)

4) Consideration and **ACTION** to approve the cooperative purchase of heavy equipment, in the amount of $2,121,624.57, as part of the Fiscal Year 2023 Heavy Equipment Replacement Plan through the following competitive contracts: Romco Equipment Co (Buyboard Contract #685-22), Briggs Equipment Co (Buyboard Contract #685-22), Caldwell Country Chevrolet LLC, Inc (Buyboard Contract #601-19), Doggett Freightliner of South Texas, LLC (Buyboard Contract #601-19), Doggett Heavy Machinery Services, LLC (Sourcewell #032119-JDC), Crafco, Inc (Sourcewell #080521-CFC), and TYMCO Inc (HGAC #SW04-20). Equipment is for Brownsville Airport, Internal Services, Parks, and Engineering & Public Works Departments, as budgeted. (Internal Services Department)

5) Consideration and **ACTION** to approve the proposal from ERO Architects for the Architecture and Engineering Services for the City of Brownsville New Sanitation Department Shop, Phase 1 in the amount of $75,000.00, and Phase 2 in the amount of $150,000.00 for a total amount of $225,000.00. #ASC-41-0719 as budgeted (Engineering and Public Works Department)

6) Consideration and **ACTION** to approve the proposal from SCS Field Services for the Replacement of Landfill Gas Lateral Piping, Variable Frequency Drive, and Additional Non-Routine Services at the City of Brownsville Landfill in the amount of $106,914.00. #LES-63-0703 as budgeted. (Engineering and Public Works Department)

7) Consideration and **ACTION** to approve Airport's Marketing and Advertising services contract, MAS-52-0819, by the allowable 25% increase of $56,250 as budgeted. (Airport Department)

8) Consideration and **ACTION** to approve the replacement of aging point-of-sale at Central and Southmost Brownsville Libraries. The initial term is 3-years with automatic renewals in 1-year increments. Year 1: $45,085; Year 2: $43,852; and Year 3: $43,852. The total amount for the 3-year contract is $132,789 as budgeted. (Brownsville Library)

9) Consideration and **ACTION** to award authorization to replace and install LED lighting technology to American Electric Power Texas. (Engineering & Public Works Department)

10) Consideration and **ACTION** to award a three-year contract with two one-year options to Crawford, Murphy and Tilly, Inc (CMT) to provide Air Service Development Consulting Services for the Brownsville South Padre Island International Airport (BRO) for an average amount of $99,461.36 as budgeted. (Airport Department)

11) Consideration and **ACTION** to purchase necessary furniture, fixtures, and equipment (FF&E) for the Communications and Marketing Department Renovation Project at 1312 Adams Street in the amount of $162,477.34 as budgeted. (Communications and Marketing Department)

12) Consideration and **ACTION** to award a three-year contract with two one-year renewals to Baker & Taylor under contract number LMS-70-0523 to furnish library books and audio-visual material for public use, including, but not limited to, hardcover books, digital resources, e-books, e-audiobooks, and electronic information devices, as well as supporting services for staff, to the Brownsville Public Library System, in an annual amount not to exceed $700,000 as budgeted. (Library Department)

13) **APPROVAL** on **SECOND** and **FINAL READING** on Ordinance Number 235-2023-013, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

14) Consideration and **ACTION** to award a subcontract agreement to Ambiotec Civil Engineering Group Inc., for the Professional Engineering and Surveying Services for the Drainage Improvement Project at Villa Los Pinos, Brownsville, Texas, in the amount of $77,300.00. #DVP-127-0724, as budgeted. (Engineering & Public Works)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1724 adopting City Board Policies. (Office of the City Attorney)**

Will Trevino, City Attorney, noted that at the previous City Commission meeting, concerns were addressed regarding outdated board and commission appointments and governance policies. The proposed ordinance serves to codify and update the policies based on the direction given by the City Commission.

Upon motion by Commissioner Rose Gowen seconded by Commissioner Roy De los Santos and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1724, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

2) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-014, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the proposed ordinance is to establish a duplex subdivision.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.

Commissioner Bryan L. Martinez moved that Ordinance Number 235-2023-014, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

3) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-015, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed ordinance is to allow a single-family residence.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-015, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Bryan L. Martinez stepped out and did not participate on Public Hearing #3

Commissioner Bryan L. Martinez returned after Public Hearing #3 had been voted on.

4) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-016, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director, noted that the applicant requests to rezone the subject property from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-016, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

5) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-017, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment)

Martin Vega, Planning & Redevelopment Assistant Director, noted that the applicant request is to rezone the subject property from Residential estate (RE) to Residential Transition (R-3) for the purpose of establishing a multi-family development.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Bryan L. Martinez moved that Ordinance Number 235-2023-017, be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

6) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-905, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director, noted that the proposed zoning reclassification will amend the Zoning Map from Residential Suburban (R-2) Residential Single-Family (R-1). It is important to point out that these phases are existing residential single-family subdivisions that were zoned single-family prior to the adoption of the Unified Development Code (UDC December of 2020). With the adoption of the current code, this area was rezoned to Residential Suburban (R-2) due to an increased creation of lots that would be intended for duplex use.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-905, be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

7) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-906, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the proposed zoning reclassification was petitioned by the property owner to re-establish the parcel's pre-UDC zoning, a Light Industrial designation.

Nick Seraphy provided a brief explanation of the facility and the purpose of the business.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-906, be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

8) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-1723, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)**

Omar Ochoa Planning & Redevelopment Assistant Director, noted that the proposed ordinance is to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties. Currently, the Building & Standards Commission is composed of five (5) regular and two (2) alternate board members.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1723, be approved. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

9) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-736-Q, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (City Manager's Office)**

Roberto Baez**,** Enterprise Project Management Office (EPMO) Director, noted that the purpose of this ordinance is to repeal and update the current ordinance to reflect new operations, future opportunities and state laws that govern not only the Motor Vehicle Parking System Fund, parking stations, but all related matters such as citation fees, fund usage, and downtown signage. The new payment methods described include card, cash, coins, Apple/Google Pay, via text, and Flowbird App. It was described that the times allowed in parking zones are up to 4 hours with one parking station per street on main streets. The "New" Parking fee has already been approved by City

Commission as part of the Master Fee Schedule in Dec 2022. The fee went from $0.25 to $0.50 for 30 minutes and from $0.50 to $1 for one hour. Mr. Baez proposed a new citation fee to increase from $5.00 to $10.00 which will double if not paid within 10 calendar days with an additional $10.00 for every 10 days of delinquency but no more than $60.00. He further shared that three (3) unpaid parking tickets will trigger the booting process – which remains the same as the previous ordinance. The update in fees include: $60 for parking permit (up to 2 lots as current ordinance reads); application is only for parking lots.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Tino Villareal expressed concern regarding the parking availability for the citizens and businesses downtown after the distribution of parking permits.

Commissioner Rose Gowen suggested having a conversation with the business owners in the downtown area showing them the possible areas for a parking permit.

Commissioner Roy De los Santos suggested to have more enforcement on the parking spaces to make sure that every single parking space is not being taking advantage for those 15-minute parking spots.

Esequiel Silva expressed his concerns in regards to Ordinance 2023-736-Q and how the prices affect citizens and business owners, in the downtown area.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen the public hearing was closed and carried as follows:

Ayes: Mayor Cowen, Commissioners Gowen, Martinez, Macias, De los Santos and Cardenas

Nay: Commissioner Villarreal

Commissioner Roy De los Santos moved that Ordinance Number 2023-736-Q, be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried as follows:

Ayes: Mayor Cowen, Commissioners Gowen, Martinez, Macias, De los Santos and Cardenas

Nay: Commissioner Villarreal

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **APPROVAL on SECOND and FINAL READING on Ordinance Number 2022-235.102, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that staff would like to point out that the original version of the proposed amendment to the sign ordinance was presented on November 3, 2022. At this meeting, the Planning Department staff were given direction to include additional changes. Therefore, staff is now presenting an updated version of the proposed amendment by incorporating a new sign type (billboards) within the “permitted sign” section. Additionally, this amendment would adjust the height limitations for the various types of signs outlined in the UDC and will expand the list of zoning districts in which these are allowed. On June 11, 2023, the Commission requested additional sign spacing analysis.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos proposed that any application or petition for a new sign will need commission approval. The Commissioner did not agree removing three signs for one. Commissioner De los Santos further added that digital advertising be allowed and that a certain number of impressions should be reserved for the city for public service announcements.

Commissioner Rose Gowen noted that there should be a procedure for petitioning for a sign, but she disagreed that it should be brought to the commission on an individual basis since it would risk

politicizing the decision to allow one sign over another. It would be ideal that there should be some guidelines and rules for accepting a sign application.

After a brief discussion amongst the Commission and City staff.

Commissioner Rose Gowen moved that the ordinance be approved as presented without the one mile and two mile extensions and that efforts proceed with Lamar or another sign company helping to take down the dilapidated signs as needed or determined, and opening the option of an application process as a pilot for the next six months or case-by-case review of any signs outside the proposed ordinance and public service announcements on digitals. The motion was seconded by Commissioner Roy De los Santos and carried as follow:

Ayes: Mayor Cowen, Commissioners Gowen, Martinez, Macias, De los Santos and Cardenas

Nay: Commissioner Villarreal

Commissioner Bryan L. Martinez stepped out and did not participate on Agenda Item # 2

2) Consideration and ACTION on Resolution Number 2023-108 to set a Public Hearing date for Capital Recovery Fees. (Multimodal Transportation Department)

Joel Garza, Mobility Director noted that the proposed resolution is to establish a public hearing date. This hearing, scheduled for September 19, 2023, at 5 pm, will focus on the potential adoption of capital recovery fees for roadway facilities. The resolution also sets an effective date for the implementation of these fees.

Commissioner Roy De los Santos moved that Resolution Number 2023-108, be approved. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

Commissioner Bryan L. Martinez did not vote on Agenda Item #2. Commissioner Pedro Cardenas stepped out and did not vote on Agenda Item # 3.

3) Consideration and ACTION on Resolution Number 2023-107, to approve the presentation of the City of Brownsville's Allocation of the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding by the U.S. Department of Housing and Urban Development (HUD) for the 2023-2024 One Year Action Plan. (Grants & Community Development Department)

Nalleli Trejo, Grant Program Manager noted that the City of Brownsville, as a U.S. Department of Housing & Urban Development (HUD) Entitlement Community, received an allocation for the 2023-2024 regular funding cycle for the Community Development Block Program, HOME Investment Partnerships, and Emergency Solutions Grant Programs. The Grants & Community Development Department has drafted a One-Year Annual Action Plan, delineating the projects proposed within the funding scope, based on public participation and project area eligibility.

Commissioner Roy De los Santos moved that Resolution Number 2023-107, be approved. The motion was seconded by Commissioner Linda C. Macias and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Macias, and De los Santos

Abstain: Commissioner Cardenas

Commissioners Bryan L. Martinez and Pedro Cardenas returned to the meeting, after action was taken on the agenda item.

4) **Consideration and ACTION to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2023 tax roll. (Financial Services Department)**

Michael Delmore, Chief Financial Officer, briefly explained the estimated value of properties under protest and the values of properties not under protest that are not listed in the certified appraisal roll.

Commissioner Roy De los Santos moved to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2023 tax roll. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

5) **Consideration and ACTION to acknowledge the collector's certification of the estimated ad valorem tax debt collection rate for tax year 2023, and the excess debt tax collections for tax year 2022. (Financial Services Department)**

Michael Delmore, Chief Financial Officer briefly informed the Commission of the Collector's certification of the estimated ad valorem tax 2023 and the excess debt tax collections 2022.

Commissioner Roy De los Santos moved to acknowledge the Collector's certification of the estimated ad valorem tax debt collection rate for tax year 2023, and the excess debt tax collections for tax year 2022. The motion was seconded by Commissioner Bryan L. Martinez and carried as unanimously.

6) **Consideration and ACTION to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for the tax year 2023 or fiscal year 2024. (Financial Services Department)**

Michael Delmore, Chief Financial Officer noted that the city must calculate the no-new-revenue and voter-approval tax rates according to the Property Tax Code Chapter 26, Section 4.

Commissioner Roy De los Santos moved to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for the tax year 2023 or fiscal year 2024. The motion was seconded by Commissioner Linda C. Macias and carried as unanimously.

7) **Consideration and ACTION to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 15, 2023, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services Department)**

Michael Delmore, Chief Financial Officer noted that the proposed agenda item is to request approval for a public hearing on August 15, 2023. This expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

Commissioner Roy De los Santos moved that a Public Hearing on August 15, 2023, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate, be approved. The motion was seconded by Commissioner Bryan L. Martinez and carried as follows:

Ayes: Mayor Cowen, Jr., Commissioners Villarreal, Gowen, Martinez, Macias, De los Santos, and Cardenas

BOARD APPOINTMENT(S)

1) **Consideration and ACTION on Resolution Number 2023-088, appointing members to the Audit & Oversight Committee. (Commissioner R. De los Santos/Commissioner B. L. Martinez)**

Resolution Number 2023-088 was approved as follows:

Commissioner Roy De los Santos moved to appoint himself to the Audit & Oversight Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Gerardo Garcia*** to Audit & Oversight Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

2) Consideration and ACTION, if any, to approve Resolution Number 2023-095-A to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

Resolution Number 2023-095-A was approved as follows:

Commissioner Linda C. Macias moved to appoint ***Sandra Garza*** to the Animal Regulation and Care Advisory Committee. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Rose Gowen reserved her appointment for the next scheduled meeting.

Commissioner Bryan L. Martinez reserved his appointment for the next scheduled meeting.

Commissioner Tino Villareal reserved his appointment for the next scheduled meeting.

3) Consideration and ACTION on Resolution Number 2023-054-A, to appoint one member to the Ethics Advisory Commission. (Office of the City Secretary)

Resolution Number 2023-054-A was approved as follows:

Commissioner Roy De los Santos moved to appoint ***Hugh Emerson*** to the Ethics Advisory Commission. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

4) Consideration and ACTION on Resolution Number 2023-084, to appoint four Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)

Resolution Number 2023-084 was approved as follows:

Commissioner Tino Villarreal moved to appoint ***Hector Guerra*** as a regular member of the Building and Standards Commission. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

Commissioner Pedro Cardenas moved to appoint ***Claudia Lozano*** as an alternate member of the Building and Standards Commission. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Roy De los Santos moved to appoint ***Juan Pequeno*** and ***Blanca Campbell*** as an alternate member of the Building and Standards Commission. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

Brief discussion ensued amongst the Commission and City staff regarding the appointment of the board members if they will serve as regular or alternate members.

After a brief discussion amongst the Commission and City staff, Mayor John Cowen, Jr., withdrew his motion on the appointment of Dillon Vanderford as alternate member and Marcos Cardoza as a regular member.

Mayor John Cowen, Jr., moved to appoint ***Dillon Vanderford*** as a regular member and ***Marcos Cardoza*** as an alternate member to the Building and Standards Commission. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

5) **Consideration and ACTION on Resolution Number 2023-083, to appoint one (1) Regular and four (4) Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)**

Resolution Number 2023-083 was approved as follows:

Commissioner Tino Villarreal moved to appoint ***Hector Guerra*** as a regular member of the Building and Standards Commission. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

Commissioner Pedro Cardenas moved to appoint ***Claudia Lozano*** as an alternate member to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Bryan L. Martinez moved to appoint ***Blanca Campbell*** as an alternate member to the Building and Standards Commission. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

Commissioner Pedro Cardenas moved to appoint ***Juan Pequeno*** as an alternate member to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Linda C. Macias moved to appoint ***Joseph Modesto*** as an alternate member to the Building and Standards Commission. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

6) **Consideration and ACTION on Resolution Number 2023-104 to appoint 3 new members and reappointment of 3 current members to the Transit Advisory Committee. (Multimodal Transportation Department)**

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, Resolution Number 2023-104 was tabled.

7) **Consideration and ACTION on Resolution Number 2023-096 to appoint 1 new member to the Bicycle Pedestrian Advisory Committee. (Multimodal Transportation Department)**

Resolution Number 2023-096 was approved as follows:

Commissioner Linda C. Macias moved to appoint ***Celina Galindo*** to the Bicycle Pedestrian Advisory Committee. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

8) **Consideration and ACTION on Resolution Number 2023-102, to appoint one (1) member of the Commission to the Paseo De La Resaca Landscaping and Lightning Board. (Office of the City Secretary)**

Resolution Number 2023-102 was approved as follows:

Commissioner Rose Gowen moved to appoint ***Commissioner Linda C. Macias*** to the Paseo De La Resaca Landscaping and Lightning Board as her replacement. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

EXECUTIVE SESSION

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Rose Gowen and carried unanimously, the Executive Session convened at 9:16 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) and 551.072 (Deliberation Regarding Property) related to Cause No. 2014-CCL-00700; City of Brownsville, Texas v. 85 Jacaranda Limited Partnership a/k/a 85 Jacaranda Partnership. (Office of the City Attorney)**

2) **Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Property) related to a certain 1.207 acre, more or less, tract of land located in Block "A", Chicago Gardens Subdivision, out of a 32.4 acre tract in Block "A", and a 13.5 acre tract in Block "B". (Office of the City Attorney)**

All items listed in Executive Session were discussed during the Executive Session, and a certified agenda was kept.

Upon conclusion of Executive Session, Mayor John Cowen Jr., convened the Regular meeting at 9:46 pm. There was no action taken in the Executive Session.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) **Consideration and ACTION, if any, related to Cause No. 2014-CCL-00700; City of Brownsville, Texas v. 85 Jacaranda Limited Partnership a/k/a 85 Jacaranda Partnership. (Office of the City Attorney)**

No action taken.

2) **Consideration and ACTION, if any, related to a certain 1.207 acre, more or less, tract of land located in Block "A", Chicago Gardens Subdivision, out of a 32.4 acre tract in Block "A", and a 13.5 acre tract in Block "B". (Office of the City Attorney)**

No action taken.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 9:47 p.m.

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to enter into a two-year agreement to upgrade the Zoll Data System software for $168,258.75 as budgeted. (Fire Department)

Summary:
With the ZOLL Billing upgrade approval request, Brownsville Fire Department can obtain correct and current patient demographics and insurance information to expedite the process of filing insurance claims.

Project Scope and Analysis:
This system will increase efficiencies and will enhance the return on investment by obtaining the most accurate patient information for billing in a simplified manner.

Funding:

Source: 451-321-951

Amount: $168,258.75

Local Contribution if Applicable: N/A

Recommendation:
Staff reccomends approval

Commission Pillar:
Governance and Public Safety

Attachments:
1. Memo - Zoll Data Systems Software Upgrade CC date August 15, 2023

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, July 25, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jarret Sheldon, Fire Chief,

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action item for a two-year agreement to upgrade Zoll Data System Software".

At the request of Mr. Jarret Sheldon, Fire Chief, the Procurement Division requested to invoke "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §252.022-(7) (A) Sole Source vendor (Exhibit B).

PROCUREMENT SUMMARY: Zoll Data System is eligible under this procurement for the two-year upgrade Data System software. (Exhibit A)

RESET

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

TO:	Helen Ramirez, City Manager
FROM:	Jarrett V. Sheldon, Fire Chief — Jarrett Sheldon Digitally signed by Jarrett Sheldon Date: 2023.07.11 15:01:28 -05'00'
SUBJECT:	Zoll Data System - Software Upgrade
DATE:	7/10/2023
THROUGH:	Felix Sauceda, Assistant City Manager/Police Chief

MEMO COMMISSION MEETING DATE

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

The Brownsville Fire Department is requesting the assistance on the procurement process on a two (2) year agreement to upgrade the Zoll Data System software. This is a Sole Source procurement.

Account # 451-321-951

Balance: $200,694.00

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney	**Date Reviewed:** 07.20.2023	**By:**
Comments:	Approved – Subject to Purchasing / Procurement Approval	
OD&HR Department	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:**	**By:**
Comments:		

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval

Signature:	**Date:**

EXEMPT PROCUREMENT FORM

Purchases from $3,000.01 to $49,999.99

Date: 7/10/2023 Dollar amount $ 168,258.75 Requisition # _____

Department Requesting Procurement: Fire

Point Of Contact: Fire Chief Jarrett V. Sheldon Vendor's Name: Zoll Data System

Applied Exemption:

☐ Emergency procurement **(Must include memo from end user department for City Manager approval)**

☑ Exemptions ***(select one of the provisions listed below)*** ***Local Government Code §252.022***

- ☐ Procurement necessary to preserve or protect the public health or safety of the Municipality's residents.
- ☐ Procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- ☐ Procurement for personal, professional, or planning services; (Training)
- ☐ Purchase of land or right-of-way.
- ☐ Personal Property sold at an auction by a state licensed auctioneer
- ☐ Under an Inter-local contract for cooperative purchasing ***(L.G. Code § 271.102 & Government Code §791.025)***
- ☐ Goods (commodities) purchased by City for subsequent retail sale.
- ☐ Advertising; other than legal notices.
- ☐ *Goods & services that is available from ***only one*** Source, including: ***(Select one of the sources listed below)***
  - ☑ * Patents, Copyright, Secret processes and/or Natural Monopolies
  - ☐ * Films, manuscripts, or books
  - ☐ *Captive replacement parts or components for equipment
  - ☐ *Books, newspaper, and other library materials with exclusive distribution rights
  - ☐ *Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Must provide a description of the exemption purchase & Include Inter-local Contract # (If Any):

Purchasing Fire Helmets (red & black) w/decals, head harness, and Firefighting boots (variety sizes) for stock and for replacement that do not mean the regulations.

Department Director Approved signature: _____ Date signed: 7/10/2023

City Manager Approval (Emergency Procurement only)	**Procurement Approval:**
Reviewed by: _____	Reviewed by: _____
Approved_____ Denied_____ Date: _____	Approved_____ Denied_____ Date: _____
Comments: _____	Comments: _____

***Attach the Sole Source Affidavit (Completed by Vendor)**

Exhibit A

ZOLL DATA SYSTEMS

ORDER Q-58606

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

Customer Information

Company Name: City of Brownsville, TX
Address: 625 E 12th Street
Marketplace, 2nd Floor
Brownsville, TX 78522

Contact: Jesus Posada
Email: jesus.posada@brownsvilletx.gov

Bill To: Brownsville, TX, City of
625 E 12th Street Marketplace, 2nd Floor
Brownsville, TX 78522

Software, SaaS and Services

Initial Term: 24 months

Offer Expiration: July 31, 2023
ZOLL Representative: Simon Cook

SaaS

Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Monthly Fee
ZOBILL1	HL	ZOLL Billing	1584	Claim	$4.94	12.002%	$4.35	*$6,885.78*

Professional Services

Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Total
ZBIMP	---	ZOLL Billing Implementation Day (Excludes T&E)	2	Day	$1,500.00		$1,500.00	$3,000.00

PROFESSIONAL SERVICES FEES: $3,000.00
MONTHLY FEES: $6,885.78

TOTAL FEES FOR INITIAL TERM: $168,258.72

Terms

The Initial Term will begin on the date of last signature below (the "**Effective Date**") and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

This Order is governed by and subject to the terms and conditions, including addenda, as applicable, attached hereto and incorporated herein by this reference (the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

ZOLL Data Systems, Inc.

Authorized Signature:
DocuSigned by:
Sandy King
D1D2A604C6944D5...

Name: Sandy King
Title: Director of Operational Accounting
Date: 6/29/2023 | 13:02 PDT

City of Brownsville, TX

Authorized Signature:

Name:
Title:
Date:

"Approved as to Form and Legality
This 20th day of July 2023
Title First Asst CA
Office of the Brownsville City Attorney"

ZOLL Proprietary and Confidential

City of BROWNSVILLE On the Border By the Sea Texas

Purchasing Department

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Sandy King, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Sandy King. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: ZOLL Data Systems, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   RescueNet Billing software licenses for import of third party data in NEMSIS v3 format
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why it is a sole source provider (dated and signed).
5. There is/are no other like item(s) product(s), or services available for purchase that would serve the same purpose or function.
6. **Note: I understands that by providing false information on this Sole Source Affidavit, we may be considered a non-responsive Vendor on this and future purchases and may result in discontinuation of any/all business with the City of Brownsville.**

X Sandy King
Signature

SUBSCRIBED AND SWORN to before me on this 13 day of August, 2022.

JILLIAN DEBELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224015051
MY COMMISSION EXPIRES APRIL 14, 2026

NOTARY PUBLIC Jillian DeBell

PRINTED NAME

MY COMMISSION EXPIRES 04/14/2026

COMPANY NAME: ZOLL Data Systems, Inc

ADDRESS, CITY, STATE & ZIP CODE 11802 Ridge Pkwy, Ste 400, Broomfield, CO 80021

PHONE: (303) 801-1856 FAX NUMBER:

CONTACT NAME AND TITLE: Sandy King - Director of Operational Accounting

WEB ADDRESS: zolldata.com EMAIL: accountsreceivable@zoll.com

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Master Software, SaaS and Services Agreement

This Master Software, SaaS and Services Agreement (together with any applicable addendum, this "**Agreement**") is entered into between ZOLL Data Systems, Inc. ("**ZOLL**") and Customer (as defined in any Order referencing this Agreement) as of the Effective Date of the first Order referencing this Agreement.

1. Services

ZOLL will provide on-premises software (including any code, program or module) ("**Software**"), software-as-a-service ("**SaaS**") or Professional Services or Maintenance Services ("**Services**") described in each fully executed order or statement of work (each, an "**Order**") issued under this Agreement. This Agreement will govern all Software, SaaS and Services provided to Customer during the term of this Agreement.

2. Term

The term of this Agreement ("**Term**") will be from the Effective Date until the expiration or termination of the last effective Order executed under this Agreement, unless terminated earlier for cause. Unless otherwise specified in an Order, each Order will automatically renew on a month-to-month basis following expiration of its Initial Term (as defined in such Order), unless terminated as set forth herein.

3. Termination

A. Termination for Convenience. A party may terminate any Order issued pursuant to this Agreement without cause with thirty (30) days' prior written notice to the other party.

B. Termination for Cause. A party may terminate any Order issued pursuant to this Agreement for cause if (I) the other party has breached any material term or condition of that Order or this Agreement and (II) such breach is not cured within thirty (30) days after written notice of breach to the breaching party.

C. Effects of Termination.

I. Early Termination Fee. If any Order is terminated by Customer without cause or by ZOLL for cause during its Initial Term, then Customer will immediately pay ZOLL an early termination fee equal to the total Fees payable by Customer during the Initial Term less the total Fees paid by Customer prior to the effective date of termination.

II. General. Upon expiration or termination of any Order: (a) Customer's (1) license to Software (excluding Software subject to a perpetual license) and (2) right to access or use SaaS or Services, including associated user guides or operating manuals ("**Documentation**"), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Software (excluding Software subject to a perpetual license) and Documentation listed in such Order in Customer's possession or control. The foregoing sentence will also apply to Software subject to a perpetual license if the applicable Order is terminated for cause by ZOLL as a result of Customer's material breach of Section 6 (Intellectual Property) or failure to provide payment in full for Software.

4. Confidentiality

A. Confidential Information. "**Confidential Information**" means any information, technical data, or know-how, including, without limitation, information relating to software, products, services, customers, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances and other nonpublic information of the disclosing party, including the details of this Agreement and any Order under this Agreement.

B. Non-Confidential Information. Confidential Information does not include information that the receiving party can establish: (I) was lawfully known by the receiving party prior to its disclosure by the disclosing party; (II) is, or becomes, generally known to the public without breach of this Agreement; (III) is obtained by the receiving party in good faith from a third party without any communicated confidentiality obligation; or (IV) is independently developed by the receiving Party without use of the disclosing party's Confidential Information.

C. Non-Disclosure. The receiving party will use the disclosing party's Confidential Information only for purposes of this Agreement and applicable Orders under this Agreement and will not disclose it to any person or entity other than its or its Affiliates' employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). Users (as defined below) and any third party authorized by Customer to receive Customer's Confidential Information are Authorized Recipients of Customer. "**Affiliates**" means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a party. The receiving party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving party will use the same standard of care to protect the

disclosing party's Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure requirements of this section, Customer authorizes ZOLL to refer to Customer as a customer and use Customer's name and logo in such references. Each party agrees that damages will not be adequate to protect the other party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of this Agreement and that either party may take equitable action, including seeking injunctive relief, to enforce such obligations.

D. Legal Disclosure. If it becomes necessary for the receiving party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding (or equivalent process), the receiving party will, to the extent legally permitted, provide the disclosing party with prompt written notice so the disclosing party may, at the disclosing party's expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the receiving party will not be in breach of this Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to ZOLL, Customer will obtain the legal right to disclose such information to ZOLL.

5. Use of Software, SaaS and Services

ZOLL will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. Customer will comply with all laws and regulations applicable to its use of Software, SaaS or Services, including complying with, and notifying ZOLL of, export and import control laws and regulations applicable to Customer. Customer will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of Software or SaaS that Customer receives from ZOLL. ZOLL may suspend access to Software or SaaS if ZOLL determines, in its reasonable discretion, that Customer has failed to comply with applicable law or implement or maintain such standards or safeguards until Customer complies with applicable law or implements and maintains such standards or safeguards, as applicable. Customer is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by ZOLL. Customer agrees to use current operating systems and browsers that support protocols and procedures accepted by ZOLL. In connection with this Agreement, Customer will reasonably and timely cooperate with ZOLL, including providing ZOLL with access to Customer's equipment, software and data, including remote access, necessary for the implementation and operation of Software and SaaS or performance of Services. Customer will not require ZOLL to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable Order in order to receive such access. ZOLL will provide Customer with the specifications of available remote access methods, and Customer will be responsible for the costs associated with any selected method. Customer agrees not to use Software or SaaS in excess of its authorized login protocols. Customer will immediately notify ZOLL of any unauthorized access to or use of Software or SaaS, Customer's login ID, password or account or other breach of security.

6. Intellectual Property

A. Ownership. ZOLL, including its Affiliates, licensors and service providers, as applicable, retains all right, title and interest, including but not limited to, all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions and combinations of the foregoing, in and to Software, SaaS, Services, Documentation and any other information or materials related to Software, SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to Customer hereunder are reserved by ZOLL, including its Affiliates, licensors and service providers, as applicable. To the extent Customer acquires any rights in Software, SaaS, Services, Documentation or any other information or materials related to Software, SaaS or Services, including any derivative work created by Customer, by operation of law despite the terms of this Agreement, Customer hereby assigns those rights to ZOLL and agrees to take such further actions as necessary to give effect to this section.

B. Restrictions. Except as expressly permitted by this Agreement, Customer will not, and will not permit any third party to: (I) use, reproduce, modify, adapt, alter, translate or create derivative works from Software, SaaS, Services or Documentation; (II) merge Software, SaaS or Services with other software or services; (III) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to Software, SaaS, Services or Documentation to any third party; (IV) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for Software or SaaS; (V) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in Software, SaaS, Services or Documentation; or (VI) otherwise use or copy Software, SaaS, Services or Documentation.

C. Customer Content; Feedback. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of Software, SaaS or Services ("**Customer Content**"); provided that ZOLL may de-identify and use Customer

Content for any lawful purpose consistent with applicable law. Customer grants to ZOLL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its Software, SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of Software, SaaS or Services provided by Customer or its Users. "**User**" means Customer's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use Software, SaaS or Services on behalf of Customer and registered and approved by ZOLL, in ZOLL's sole discretion, for such use in accordance with ZOLL's procedures.

7. Users

Users may utilize Software, SaaS, Services and Documentation to the same extent Customer is allowed to use and benefit from such Software, SaaS, Services and Documentation; provided that: (A) each User's use of, or benefit from, Software, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including aggregate usage limitations) of this Agreement and each applicable Order; (B) Customer, as the signatory to this Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of this Agreement; and (C) ZOLL, in its sole discretion, may require certain Users (for example, third-party billing service providers, hospitals or EMS agencies) and Customer to sign ZOLL's third-party access and use form prior to ZOLL granting such User access to the applicable Software, SaaS, Services or Documentation.

8. Indemnification

A. ZOLL. ZOLL will defend any action against Customer or its agents, officers, directors, or employees (the "**Customer Parties**") brought by a third party alleging that Software, SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the Customer Parties harmless from those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by ZOLL in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (I) promptly notifying ZOLL in writing of such claim or action; (II) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. ZOLL will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. If any Software, SaaS or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense: (a) procure for Customer the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) in the case of Software subject to a perpetual license, require its return and refund Customer a pro-rata portion of the Fees for such Software based on a thirty-six (36)-month straight-line depreciation; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, ZOLL will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of Software, SaaS or Services not in accordance with this Agreement or the applicable Order; (2) use of Software, SaaS or Services in combination with products, equipment, software, services or data not supplied by ZOLL; (3) the failure of Customer to implement the latest release of, or any replacements, corrections or modifications made available by ZOLL for, Software, SaaS or Services; (4) Customer Content; or (5) any modification of any of Software, SaaS and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This section states ZOLL's entire liability and Customer's exclusive remedy for any claims of infringement.

B. Customer. Customer will defend any action against ZOLL, its Affiliates and their respective agents, officers, directors and employees (the "**ZOLL Parties**") and will indemnify and hold the ZOLL Parties harmless from those costs and damages finally awarded against the ZOLL Parties in any such action brought by a third party arising out of or related to: (I) Customer Content; or (II) the Customer Parties' or its Users use of Software, SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. ZOLL will: (a) promptly notify Customer in writing of such claim or action; (b) give Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperate with Customer and, at Customer's request and expense, assist in such defense. Customer will not enter into any settlement that imposes any legal liability or financial obligation on ZOLL without ZOLL's prior written consent.

9. Representations and Warranties

A. Mutual. Each party represents that it has full legal authority to enter into this Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

B. ZOLL. ZOLL warrants that Services will be performed in a professional and workmanlike manner. Customer must provide written notice to ZOLL within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is, at ZOLL's option, to re-perform Services or refund the amounts paid by Customer for Services that were not as warranted.

C. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SOFTWARE, SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW; (II) ZOLL DOES NOT PROMISE THAT SOFTWARE, SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) ZOLL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

10. Limitation of Liability

NEITHER ZOLL, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ZOLL WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. CUSTOMER AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

11. Payments

A. Billing. Customer will pay ZOLL the fees as set forth in the applicable Order ("**Fees**"). All payments will be in U.S. dollars unless otherwise agreed by the parties. Unless otherwise expressly provided in this Agreement or the applicable Order, all Fees are nonrefundable, and Customer will pay ZOLL all Fees due under such Order within thirty (30) days after the date of the invoice for such Fees. If any invoiced Fees are past due: (I) such past-due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (II) ZOLL, in its sole discretion and not in lieu of any other remedy, may cease providing Software, SaaS and Services, until ZOLL has received payment from Customer for all invoiced and past-due Fees plus accrued interest; and (III) ZOLL, in its sole discretion, may revoke any discounts previously offered to Customer. Customer will pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, ZOLL may increase Fees annually.

B. Taxes. Fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction ("**Taxes**"). Customer is responsible for paying Taxes assessed in connection with its or its User's use of Software, SaaS or Services. If ZOLL believes it is legally obligated to invoice Customer for Taxes, ZOLL will include any Taxes as a separate line item on an invoice unless Customer provides ZOLL with a current tax exemption certificate issued by the appropriate taxing authority.

C. Expenses. Unless otherwise set forth in the applicable Order, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL ("**Expenses**") in providing Services.

D. Invoicing. Unless otherwise set forth in the applicable Order, ZOLL will invoice Customer for Fees approximately as follows:

I. **One-Time Fees**—on the Effective Date (as defined in the applicable Order);

II. **Monthly Fees* or Maintenance Fees****—monthly in advance;

III. **Professional Services Fees**—on completion of the Professional Services; and

IV. **Expenses**—as soon as reasonably practicable after such expenses are incurred.

* Unless otherwise set forth in the applicable Order, Monthly Fees will commence on the earlier of (a) the date deployment of Software or SaaS is complete and able to function as described in the warranty for such Software or SaaS ("**Deployment Completion Date**") or (b) sixty (60) days after the Effective Date (as defined in the applicable Order) (the "**Monthly Fees Commencement Date**"). The first invoice for Monthly Fees will include the Monthly Fees for the first and second months and will be prorated to account for any partial month. For Monthly Fees for certain ZOLL AR Boost (as defined in the SaaS Addendum) and Mobile Care Connect, ZOLL may invoice Customer monthly in arrears.

** Unless otherwise set forth in the applicable Order, Maintenance Fees will commence sixty (60) days following the commencement of any Software Warranty. The first invoice for Maintenance Fees will be prorated to account for any partial quarter.

12. Professional Services

A. General. ZOLL will use commercially reasonable efforts to provide the professional services set forth in an Order ("**Professional Services**"), and Customer and ZOLL agree to cooperate in good faith to achieve satisfactory completion of the Professional Services. Customer acknowledges that ZOLL's performance of the Professional Services is materially dependent on Customer's cooperation and that timelines for completion of Professional Services are estimates that may be revised due to third parties engaged as part of the Professional Services or Customer's responsiveness, cooperation and resources. Accordingly, ZOLL will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of Customer or a third party, including, but not limited to, Customer's failure to provide the necessary cooperation, access and assistance as required hereunder. Customer will reimburse ZOLL for any reasonable costs incurred by ZOLL in connection with such failure. Customer is solely responsible for ensuring that specifications provided to ZOLL in connection with the Professional Services comply with applicable laws and regulations.

B. Installations. If Customer (I) fails to schedule installation of Software, SaaS or Services to occur within six (6) months from the Effective Date (as defined in the applicable Order) or (II) postpones or cancels a scheduled installation with less than thirty (30) days' written notice to ZOLL, then ZOLL may charge, and Customer will pay, an additional installation fee plus any additional costs already incurred (such as a $200 travel change fee to cover increased travel costs as a result of the rescheduling).

13. General

A. Assignment. Customer will not assign or transfer this Agreement or any Order, nor its interest, rights or responsibilities under this Agreement or any Order, except with written consent of ZOLL, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void.

B. Notices. All notices under this Agreement must be delivered in writing by email, courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the applicable email or physical address set forth in the applicable Order and, in the case of ZOLL, to the attention of the Chief Financial Officer (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt.

C. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by the laws of the State of Colorado without reference to its choice of law rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

D. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be changed and interpreted by the court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

E. Independent Contractors. The parties are independent contractors. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the parties.

F. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies: Software, SaaS and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212 and if provided hereunder are (I) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. §12.212; or (II) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. §227.7202-1 and §227.7202-3. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Customer receives only those rights to Software or SaaS as provided under the terms and conditions of this Agreement.

G. Third Parties. Customer is solely responsible for, and none of the Fees or Expenses set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of Software, SaaS and Services, including without limitation, clearinghouse fees. Customer must obtain ZOLL's prior written consent before engaging a third-party provider ("**Third-Party Provider**") to allow third-party software, SaaS or services ("**Third-Party Software, SaaS or Services**") to integrate with, receive data from or access Software, SaaS or Services. ZOLL will have no liability for, or in

connection with, and makes no representations or warranties with respect to, any Third-Party Software, SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of ZOLL. Customer agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any Customer Content, including without limitation, protected health information (collectively, "**Sharing**"), or takes any action with respect to Software, SaaS or Services, such Third-Party Provider does so on behalf of Customer and not of ZOLL. If Third-Party Software, SaaS or Services require or result in Sharing Customer Content with a Third-Party Provider, Customer consents to ZOLL and its Affiliates Sharing Customer Content with such Third-Party Provider, and Customer represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (I) termination of the Third-Party Provider's need for access to the applicable Software, SaaS or Services or (II) termination of Customer's agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, Customer will immediately terminate Third-Party Provider's access to Software, SaaS and Services and notify ZOLL thereof. To the extent Software, SaaS or Services contain software, services or content owned by a third party for which ZOLL has a license agreement with such third party, Software, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software. Customer will promptly reimburse ZOLL for any Fees incurred by ZOLL for Third-Party Software, SaaS or Services after the date of expiration or termination of an Order (such as the remainder of an annual fee charged to ZOLL for such Third-Party Software, SaaS or Services).

H. Force Majeure. Each party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected party that could not have been avoided by reasonable diligence. Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected party will immediately give notice to the other party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected party may terminate this Agreement without being in breach of this Agreement.

I. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online Customer Community; Survival. This Agreement, together with the applicable Order, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com or emscharts.com. In the event of a conflict between this Agreement, including applicable addenda, the applicable Order or any agreement at zollonline.com or emscharts.com, the order of precedence will be as follows: (I) the applicable Order; (II) this Master Software, SaaS and Services Agreement, (III) the Business Associate Addendum; (IV) the Software-as-a-Service Addendum or Software Addendum, as applicable; (V) any other addenda, if applicable; and (VI) agreements at zollonline.com or emscharts.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, will be wholly inapplicable to Software, SaaS and Services and will not be binding in any way on ZOLL. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may not be amended or changed except in writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion, and any waiver must be in writing and signed by the waiving party. Except as otherwise expressly stated herein, the parties' rights and remedies under this Agreement are cumulative. Neither party will have any obligation to enter into any Order. Customer may participate in ZOLL's online customer community in accordance with the terms of such community. Except as expressly set forth herein, there are no third-party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.C (Effects of Termination), Section 4 (Confidentiality), Section 5 (Use of Software, SaaS and Services), Section 6 (Intellectual Property), Section 7 (Users), Section 8 (Indemnification), Section 9 (Representations and Warranties), Section 10 (Limitation of Liability), Section 11 (Payments) and Section 13 (General). This Agreement may be signed and delivered electronically and executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Business Associate Addendum

1. Applicability

This Business Associate Addendum (this "**Business Associate Addendum**") applies to any Order and the Agreement between Customer ("**Covered Entity**") and ZOLL ("**Business Associate**") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("**PHI**") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "**HIPAA**"). Terms used but not otherwise defined in this Business Associate Addendum will have the same meaning as those terms in HIPAA and the Master Software, SaaS and Services Agreement, as applicable; provided that PHI will refer only to protected health information of Covered Entity unless otherwise stated.

2. Compliance and Agents

To the extent it has access to PHI, Business Associate will fully comply with the requirements of this Business Associate Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Business Associate Addendum.

3. Use and Disclosure; Rights

Business Associate will not use or disclose PHI except as permitted under this Business Associate Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it: (A) to perform its obligations under this Business Associate Addendum; (B) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement; or (C) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (Y) the disclosure is required by law; or (Z) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards

Business Associate will develop, document, use and keep current appropriate procedural, physical and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Business Associate Addendum.

5. Minimum Necessary

Business Associate will limit any use, disclosure or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

6. Report of Improper Use or Disclosure

Business Associate will report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Business Associate Addendum and any security incident of which it becomes aware. Business Associate will, within fifteen (15) days following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach. The notice will include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Addendum.

7. Individual Access

In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate will make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI

Business Associate will make available for amendment PHI in a designated record set and will incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting

Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records and Other Information

Business Associate will make available to the U.S. Department of Health and Human Services ("**DHHS**"), Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions

Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. HITECH Act Compliance

Covered Entity and Business Associate will comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13. Term

This Business Associate Addendum will take effect on the effective date of the Agreement and will continue in effect unless and until either party terminates this Business Associate Addendum or the Agreement.

14. Breach; Termination; Mitigation

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Business Associate Addendum, Covered Entity and Business Associate will take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Business Associate Addendum. Business Associate will take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI

Business Associate will, upon termination of this Business Associate Addendum, and if feasible: (A) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (B) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Business Associate Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Deidentified Health Information

Business Associate may de-identify any and all PHI and may create a "**Limited Data Set**" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

17. Survival

All representations, covenants and agreements in or under this Business Associate Addendum will survive the execution, delivery and performance of this Business Associate Addendum.

18. Further Assurances; Conflicts

Each party will in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Business Associate Addendum. The terms and conditions of this Business Associate Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect. Any ambiguity in this Business Associate Addendum with respect to the Agreement will be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Business Associate Addendum.

19. Applicable Law

The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Business Associate Addendum and may affect the parties' obligations under this Business Associate Addendum. The parties agree to take such action as is necessary to amend this Business Associate Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

Software-as-a-Service Addendum

1. Applicability

This Software-as-a-Service Addendum (this "**SaaS Addendum**") applies to SaaS designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. SaaS

Subject to the terms and conditions of the Agreement, during the Term (as defined in the applicable Order), ZOLL will use commercially reasonable efforts to make SaaS available to Customer in accordance with the Documentation. ZOLL may modify and upgrade SaaS, on an ongoing basis, including adding, removing or modifying the functionality or features of SaaS. ZOLL will use commercially reasonable efforts to inform Customer prior to the implementation of such material changes affecting SaaS utilized by Customer. ZOLL will, at no additional charge, provide applicable standard customer support for SaaS to Customer as detailed in the applicable Documentation.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants that during the Term, SaaS will materially operate in accordance with the Documentation. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL's option, correct the material nonconformity or terminate the applicable Order.

4. Service Level Agreement

A. Service Level Commitment. ZOLL will use commercially reasonable efforts to make SaaS available to Users with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the "**Service Level Commitment**"). The Service Level Commitment does not apply to Customer's access of Inactive Customer Content (as defined below).

B. Definitions

I. "**Monthly Uptime Percentage**" is calculated each calendar month as follows:

((Total – Unexcused Downtime) / Total) * 100 = Monthly Uptime Percentage.

II. **"Total"** means the total minutes in a calendar month.

III. **"Unexcused Downtime"** means Downtime, excluding Excused Downtime.

IV. **"Downtime"**, expressed in minutes, means any time SaaS is not available to Users.

V. **"Excused Downtime"** means Downtime caused by: (a) Standard Maintenance; (b) Emergency Maintenance; (c) services, software or hardware provided by anyone or any entity other than ZOLL (such as a cellular network carrier or mobile handset provider); (d) software, services or systems operating outside of ZOLL's control, including any software or systems operating on a Customer's premises (including ZOLL software operating on such premises); (e) a Force Majeure Event; or (f) Customer's or its Users' acts or omissions.

VI. **"Standard Maintenance"** means work performed by ZOLL when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will inform Customer at least twenty-four (24) hours in advance of Standard Maintenance.

VII. **"Emergency Maintenance"** means work performed by ZOLL when a critical system update must be applied quickly (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). ZOLL will use commercially reasonable efforts to inform Customer at least thirty (30) minutes in advance of Emergency Maintenance.

C. Service Credit. For any calendar month where the Service Level Commitment for any SaaS is not met, ZOLL will provide a service credit equal to ten percent (10%) of Customer's Monthly Fee for such SaaS (**"Service Credit"**); provided that Customer must: (I) request such Service Credit in writing within thirty (30) days of the end of the calendar month in which ZOLL failed to meet its Service Level Commitment; and (II) include in such request the nature, date and time of the Unexcused Downtime. If ZOLL is able to verify such Unexcused Downtime, such Service Credit will be applied to a future month's invoice for such SaaS, which is typically two (2) months later. Failure to submit a written request for

Service Credit as provided in this Section will constitute a waiver of such Service Credit by Customer. The Service Credit set forth in this Section will be Customer's sole and exclusive remedy for ZOLL failing to meet the Service Level Commitment for any SaaS in a given calendar month.

D. Modifications. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any SaaS upon at least six (6) months' notice to Customer.

5. Customer Content

A. Security. ZOLL will implement commercially reasonable security measures designed to prevent unlawful access to Customer Content by third parties.

B. Customer Compliance. Although ZOLL will use commercially reasonable efforts to (I) maintain the integrity of the Customer Content, (II) back up the Customer Content and (III) to provide full and ongoing access to SaaS, loss of access to SaaS and loss of Customer Content may occur. Customer is solely responsible for maintaining any Customer Content that it requires for archival purposes, ongoing management of its operations or compliance with all records retention requirements applicable to it. Customer agrees that it is not relying on ZOLL to assist with determining the records maintenance or retention requirements applicable to it. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in SaaS or otherwise arising out of circumstances not within ZOLL's control.

C. Retention Period for Active Customer Content. Unless otherwise specified in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (I) with respect to *RescueNet* @Work, thirteen (13) months, and with respect to other SaaS, five (5) years or (II) the expiration or termination of this Agreement or the Order or SOW under which such Active Customer Content was stored (the "**Active Retention Period**").

D. Return, Destruction or Storage of Active Customer Content. Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer will exercise by informing ZOLL in writing, within thirty (30) days of receiving the notice, that either (I) Customer wishes to receive Active Customer Content in a database format determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (II) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such thirty (30)-day period, ZOLL will have the right to destroy the Active Customer Content.

E. Inactive Customer Content. ZOLL may periodically identify Customer Content that has had no activity associated with it for at least one hundred eighty (180) days ("**Inactive Customer Content**") and notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data. However, Customer may request, in writing, within thirty (30) days of receiving such notice from ZOLL, that ZOLL provide a Database of the Inactive Customer Content or store, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such thirty (30)-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control.

6. Additional Terms and Conditions

A. ZOLL AR Boost. If an Order includes ZOLL AR Boost, including Insurance Discovery, Insurance Verifier, Demographic Verifier, Self-Pay Analyzer, Deductible Monitoring, Claims Status, Enhanced MBI Discovery, Prior Authorization Determination, Prior Authorization Submission, Benefits Verification, Patient Financial Responsibility or related products and services, either separately or as part of ZOLL Billing, RescueNet® Billing Pro, Packaged Services, Packaged Services Premium, AR Boost or another combination of products or services (collectively, "**ZOLL AR Boost**"), then Customer agrees the ZOLL AR Boost Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such ZOLL AR Boost.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. Should Customer require such a plug-in to the NEMSIS

Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Software Addendum

1. Applicability

This Software Addendum (this "**Software Addendum**") applies to Software designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. Software

Subject to the terms and conditions of the Agreement, ZOLL grants to Customer a limited, non-exclusive, non-transferable license to: (A) install and use Software, (I) in executable code format only, (II) in the quantity specified in such Order, (III) in accordance with the License Type (as defined below) specified in such Order, and (IV) for Customer's internal business purposes only; (B) create one (1) copy of Software solely for backup or archival purposes; (C) install and use one (1) copy of Software only for testing or development purposes; and (D) copy and reproduce the Documentation for Customer's internal business purposes.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants for ninety (90)-days following the Deployment Completion Date of any Software that such Software will materially operate in accordance with the Documentation (the "**Software Warranty**"); provided, that the Software Warranty will only apply to an initial purchase of Software and not to additional quantities or purchases of Software or related modules. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this Software Warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL's option, correct the material nonconformity or terminate the applicable Order.

4. License Types

Customer will install and use Software in accordance with the type of license that has been granted in the Order for such Software ("**License Type**"). Customer may not use Software in a manner that circumvents or interferes with access controls applicable to Software.

License Type	Duration	Installation	Access and Use
Concurrent User License ("**CUL**")	Perpetual	Unlimited number of devices	Limited to number of concurrent Users
Device License ("**DL**")	Perpetual	Limited to number of specific devices	Limited to number of specific devices
Node License ("**NL**")	Perpetual	Unlimited number of devices	Limited to number of devices concurrently using Software
Population License ("**PPL**")	Perpetual	Unlimited number of devices	Limited to number of resources specified (crew, vehicles, etc.)
Principal License ("**PL**")	Perpetual	Limited to number of devices	Unlimited number of Users
Site License ("**SL**")	Perpetual	Unlimited number of devices at the unique street address	Unlimited number of concurrent Users at the unique street address
Subscription License ("**SUB**")	Term	Unlimited number of devices	Limited to number of concurrent Users
Third-Party License ("**TPL**")	Variable	As set forth by the Third-Party Provider	As set forth by the Third-Party Provider

5. Maintenance

A. Term and Applicability. Maintenance services set forth in the applicable Order ("**Maintenance Services**") will begin ninety (90) days following the commencement of any Software Warranty and will continue thirty (30) days following the date Customer provides written notice of cancellation of the Maintenance Services. To reinstate cancelled or suspended Maintenance Services, Customer must pay the Maintenance Fees that would have been due for such Software for the time period between cancellation or suspension and reinstatement of Maintenance Services. Maintenance Services are available only for Customer's production environment of Software and are not available for Third-Party Software, SaaS or Services. Notwithstanding anything to the contrary in the Agreement or this Software Addendum, ZOLL may cease providing any Software and Maintenance Services upon six (6) months' advance notice to Customer. The following paragraphs of this Section 5 (Maintenance) apply only while Customer is current in payment of Maintenance Fees.

B. Emergency Support. ZOLL will provide 24/7 telephonic support for reproducible defects in the latest version of Software installed on supported hardware and software ("**Supported Software**") that cause the Supported Software to not operate substantially in accordance with the Documentation (an "**Error**") and completely prevent Customer from using the Supported Software (an "**Emergency**"). For example, the inability of all Users to use the Supported Software constitutes an Emergency, but the inability of a single User to use the Supported Software does not constitute an Emergency because there is an acceptable workaround available (for example, another User may log in).

C. Technical Support. ZOLL will provide telephonic support between 6:00 AM to 6:00 PM Mountain Time, Monday to Friday, excluding ZOLL holidays ("**Business Days**") for all non-Emergency Errors. Such telephonic support may include: (I) clarification of functions and features of the Supported Software; (II) clarification of the Documentation;

(III) guidance in operation of the Supported Software; (IV) assistance in identifying and verifying the causes of suspected Errors in the Supported Software; and (V) advice on bypassing identified Errors in the Supported Software. Customer may only submit Errors to ZOLL via email at support@zoll.com or through ZOLL's call center at 1-800-663-3911. ZOLL will create an incident report within one Business Day following submission by Customer and will provide Customer with a service request number for each Error. ZOLL will use commercially reasonable efforts to provide a modification, workaround or action plan for each Error.

D. Exclusions. ZOLL will have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (I) Customer's modification or combination of the Supported Software (in whole or in part); (II) use of the Supported Software on non-supported hardware or software; (III) hardware, telecommunications or internet failures; (IV) Third-Party Software, SaaS or Services; or (V) physical, electrical, electromagnetic or other disruptions. Any Maintenance Services performed by ZOLL for any such Errors will be made, in ZOLL's discretion, at ZOLL's then-current time and material charges.

E. Updates. ZOLL may provide a new general release for Supported Software. Customer will be solely responsible for the installation of any new general release for the Supported Software in accordance with the Documentation and installation instructions provided by ZOLL to Customer.

F. Designated Interface. Subject to ZOLL's agreement, Customer will designate an individual or group who have been trained to support the Supported Software to coordinate all Maintenance Services requests from Customer and only such individual or group will be permitted to request and coordinate Maintenance Services from ZOLL.

6. Additional Terms and Conditions

A. Inspection. During the Term and for a period of six (6) months thereafter, ZOLL will have the right to inspect Customer's records relating to Customer's use of and payment for Software. If Customer has underpaid Fees for (or overused) such Software by more than five percent (5%), Customer will pay the cost associated with such inspection and any amounts owed.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. Should Customer require such a plug-in to the NEMSIS Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Fees Addendum

Fees in an Order for Software or SaaS are subject to adjustment as set forth below. Usage is measured against the Unit indicated in an Order. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement. If Monthly Fees are based on the quantity of Concurrent Users, Monthly Fees will be increased by $10 per month for any User registered exceeding 200% of the permitted quantity of Concurrent Users.

Software or SaaS	Audit Period	Threshold	Adjustment
ZOLL AR Boost	Monthly following the Monthly Fees Commencement Date	Total Monthly Fee for ZOLL AR Boost	If the sum of the actual monthly usage of all ZOLL AR Boost line items in an Order times the applicable Unit Price exceeds the Monthly Fees, Customer will pay an amount equal to such excess usage times the applicable Unit Price. In no event will Customer pay less than the applicable Monthly Fees for any month.
Mobile Care Connect	Monthly following the Monthly Fees Commencement Date	100% of monthly Order Quantity	Each month, Customer will pay an amount equal to actual monthly usage times the applicable Unit Price; provided that Customer will not be pay for usage above 1,800 Units nor pay for less than 300 Units in any month.
RescueNet® Billing Pro *RescueNet* ePCR (SaaS) Packaged Services ZOLL Billing ZOLL emsCharts ZOLL Fire Reports ZOLL Respond	Annually following the Monthly Fees Commencement Date	110% of annual Order Quantity	If actual annual usage of the applicable SaaS exceeds the Threshold, then Customer will pay for actual usage above the annual Order Quantity times the Unit Price. If actual annual usage is more than 10% below annual Order Quantity, then ZOLL will issue a credit in the amount of 10% of the annual Order Quantity times the Unit Price. The Order Quantity for future months will automatically adjust to the average actual monthly usage during the Audit Period (or a subset of the Audit Period if such subset more accurately reflects projected future usage) as determined by the audit; provided that the Order Quantity will not decrease by more than 10%. The audit will exclude any Exclusions listed as a line-item in an Order, and Exclusions will be increased or decreased pro rata with adjusted Order Quantity following an audit.
RescueNet @Work *RescueNet* Billing *RescueNet* Dispatch *RescueNet* Eligibility *RescueNet* ePCR (Software) *RescueNet* FireRMS *RescueNet* Navigator	As needed	Quantity	Increased Quantity times Unit Price.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to approve and enter into a Memorandum of Agreement (MOA) with The Lower Rio Grande Valley Texas Pollutant Discharge Elimination System (TPDES) Stormwater Task Force Partnership Inc. (Engineering & Public Works Department)

Summary:
The MOA between the City of Brownsville and The Lower Rio Grande Valley TPDES (Texas Pollutant Discharge Elimination System) Stormwater Task Force Partnership Inc. is for the preparation of a Regional TPDES Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. The MOA will allow the Task Force to actively participate in the City's effort to respond and comply with the Texas Commission on Environmental Quality (TCEQ) TPDES Phase II Stormwater Rules for the 5th MS4 permit period to begin in 2024. The City desires to participate in the development of the Regional TPDES Stormwater Permit application because the City will have a cost-effective approach to developing its Stormwater MS4 program, create a regional strategy to ensure local resources are shared and utilized effectively, and provide compliance support to include technical, administrative and training tasks.

Project Scope and Analysis:
Once the MOA is approved by the City Commission, the City will pay the Taskforce $8,000.00 for costs associated with but not limited to staffing, travel, equipment, materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication-related expenses. In return, the Task Force will provide the City with an update on the work progress as requested, a Regional Stormwater Management Program (SWMP) Plan, a Notice of Intent (NOI) using TCEQ form 20368, provide guidance, and will formulate the proposal to the City, methods and approaches for compliance with the TCEQ Phase II Stormwater Rules.

Funding:
Source: 66-415-776 Dues/Memberships/Web Subscriptions

Amount: 8,000.00

Local Contribution if Applicable: 66-415-776 Dues/Memberships/Web Subscriptions

Recommendation:
Staff recommends approval.

Commission Pillar:
Public Safety

Attachments:
1. SWMP MOA Brownsville_CAO Signed

MEMORANDUM OF AGREEMENT
by and between
CITY OF BROWNSVILLE
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed "**MOA**") is entered into by and between **CITY OF BROWNSVILLE,** a political subdivision of the State of Texas (hereafter referred to as "**CITY**") and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as "**TASK FORCE**"), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

1.01 **CITY** and **TASK FORCE** agree to enter into this **MOA** as a manner by which **TASK FORCE** can actively participate in this **CITY'S** effort to respond and comply with the *Texas Commission on Environmental Quality* ("TCEQ") *TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. **CITY** desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide **CITY** with:

A. A cost-effective approach in developing its Stormwater MS4 program.

B. A regional strategy to assure local resources are shared and utilized effectively.

C. Compliance support to include technical, administrative, and training tasks.

1.02 **TASK FORCE** desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System ("TPDES") Stormwater Permit Application, since such participation will provide **TASK FORCE** with an avenue for students and stakeholders to:

A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.

C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,

D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2
TERM

2.01 *Fixed Term*: This **MOA** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOA**.

2.02 *Extension*: Upon written, mutual consent of **CITY** and **TASK FORCE**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

2.03 *Cancellation*: This **MOA** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3
CONSIDERATION

3.01 *Fee*: **CITY** agrees to pay **TASK FORCE $8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **TASK FORCE** and delivered at the address indicated in Section 5.01 of this **MOA**. Payment must be made within fourteen (14) days after execution of this **MOA**. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **TASK FORCE**, will result in this **MOA** terminating.

SECTION 4
RIGHTS AND DUTIES

4.01 The following rights and duties will be held or performed by **CITY**:

A. **CITY** will provide information and documentation requested by **TASK FORCE** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **TASK FORCE**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **TASK FORCE** associated with this item 4.01(A), if

necessary.

B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ**.**

C. The **CITY** may make recommendations to **TASK FORCE**.

E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

A. Governance:

1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.

2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
   a. Regional Stormwater Management Program (SWMP) Plan
   b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.

3. **TASK FORCE** shall provide guidance.

B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.

C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.

D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.

E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOA** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

SECTION 5
MISCELLANEOUS

5.01 *Addresses*: Fee payment or notices required under this **MOA** may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is

deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **TASK FORCE** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY:

City of Brownsville
Yolanda G. Gomez
City Secretary
City Plaza, 1st Floor
1034 E. Levee Street
BROWNSVILLE, TX 78520
(956) 548-6042
(956) 546-2130 Fax
Yolanda.Gomez@brownsvilletx.gov

Doroteo Garcia Jr. P.E., CFM, RAS
Engineering & Public Works Director
6035 Jaime J. Zapata Ave.
BROWNSVILLE, TX 78521
(956) 838-6253
(956) 831-0180 Fax
doroteo.garcia@brownsvilletx.gov

TASK FORCE:

TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

5.02 Force Majeure: Any and all duties, obligations, and covenants of this **MOA** will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.

5.03 Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.

5.04 Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.

5.05 Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.

5.06 Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.

5.07 Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.

5.08 Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **TASK FORCE** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.

5.09 Entire **MOA**: This **MOA** contains the final and entire **MOA** between **CITY** and **TASK FORCE**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOA** and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **MOA**.

5.11 Nondiscrimination: **CITY** and **TASK FORCE**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this **MOA**.

5.12 Dispute Resolution:

A. Any controversy claim or dispute between **CITY** and **TASK FORCE** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any 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 later than within forty-five (45) days after written notice is given by any 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. Any notice of dispute tendered by **CITY** should be addressed to Mr. Javier Guerrero of the **TASK FORCE**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

"CITY"
CITY OF BROWNSVILLE

By: _____
John Cowen, Jr.
Mayor

APPROVED AS TO FORM
AND LEGALITY

_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

ATTEST:

By: _____
Yolanda G. Gomez
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

"TASK FORCE"
LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.

By: _____
Javier Guerrero
Executive Director

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to award Tequila Group Integrated Marketing Communications the contract for the Small Community Air Service Development Grant (SCASDP) in the amount of $275,000 to market the new destinations in Orlando, Florida, and Burbank/Hollywood, California. (Airport Department)

Summary:
The marketing firm will provide SCASDP grant-eligible marketing services in the amount of $275,000 ($250,000 Reimbursable under SCASDP, City will contribute $25,000, as budgeted). Marketing to be provided includes destination marketing for direct flights, both ways, offered by Avelo Air.

- •BRO to Burbank, California
- •BRO to Orlando, Florida

Project Scope and Analysis:
At the request of Bryant Walker, Aviation Director, the Procurement Division solicited a formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisements appeared in The Brownsville Herald two times: on June 25th & July 2nd, 2023, and were posted on the City's electronic bidding platform. There was one (1) addendum issued during the process.
2. Sealed Bids were received for the subject project on Thursday, July 19, 2023, at 02:00 P.M. A total of six (6) submittals were received. The Procurement Services staff acknowledged submittals. Submitting vendors were:
    - Tequila Group Integrated Marketing Communications
    - The Quotient Group
    - Alpha Business Images

- Beyond Media
- Parachute RGV, LLC
- Global Quest Services

3. Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire. Evaluation committee members were:

   - Bryant Walker
   - Stephen Muse
   - Efren Trujillo

PROCUREMENT SUMMARY: Tequila Group Integrated Marketing Communications is eligible under this procurement for the SCASDP Grant Advertising for the City of Brownsville, Brownsville South Padre Island International Airport.

Funding:

Source: Grant / Airport Fund GL Acct 61-540-766

Amount: 275,000

Local Contribution if Applicable: 25,000

Recommendation:

The Airport recommends the City Commission approve this item

Commission Pillar:

Economic Development

Attachments:

1. SGA-106-0823 Analysis
2. SGA-106-0823 Contract Final Draft
3. SCASDP PPT

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, July 31, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Damian Espinoza, Procurement and Contract Manager
Bryant Walker, Aviation Director.

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action to Award Contract for the" SCASDP Grant Advertising for the City of Brownsville, Brownsville South Padre Island International Airport". **SGA-106-0823**

At the request of Bryant Walker, Aviation Director, the Procurement Division solicited a formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

(1) The legal advertisements appeared in The Brownsville Herald two times: on June 25th & July 2nd, 2023 and were posted on the City's electronic bidding platform. There was one (1) addendum issued during the process.

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- Tequila Group Integrated Marketing Communications
- The Quotient Group
- Alpha Business Images
- Beyond Media
- Parachute RGV, LLC
- Global Quest Services

3. Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire:

Evaluation Committee Members were:

- Bryant Walker
- Stephen Muse
- Efren Trujillo

PROCUREMENT SUMMARY: Tequila Group Integrated Marketing Communications is eligible under this procurement for the SCASDP Grant Advertising for the City of Brownsville, Brownsville South Padre Island International Airport (Exhibit A)

SGA-106-0823 - SCASDP GRANT ADVERTISNG
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	A - Mandatory Criteria / 0 pts	A-1 - Signed Forms Pass/Fail	B - Proposal Criteria / 100 pts	B-1 - Compensation / 25 pts	B-2 - Airport Understanding / 25 pts	B-3 - Experience / 25 pts	B-4 - Project Tea/Key Staff / 25 pts
Tequila Group Integrated Marketing Communications	91.33	0	Pass	91.33	22.67	24	24	20.67
The Quotient Group	84.67	0	Pass	84.67	18.67	20	25	21
Alpha Business Images	74	0	Pass	74	12.67	18	23	20.33
Beyond Media	63.67	0	Pass	63.67	22.67	13.67	12.33	15
Parachute RGV LLC	61	0	Pass	61	16.33	16	12	16.67
Global Quest Services	44.67	0	Pass	44.67	12.33	13.33	9.333	9.667

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR SCASDP GRANT ADVERTISING FOR THE CITY OF BROWNSVILLE, BROWNSVILLE SOUTH PADRE INTERNATIONAL AIRPORT SGA-106-0823

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and Phelps Hollander Millar, Inc d/b/a Tequila Group Integrated Marketing Communications, hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)
      v. Grant Assurances Title VI -Attachment A (Exhibit E)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed

to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Phelps Hollander Millar, Inc d/b/a Tequila Group Integrated Marketing Communications 1805 E. Ruben Torres Boulevard, Suite B-7 Brownsville, Texas 78521
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature:_____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

Signature: Jeffrey Millar

Print Name: Jeffrey Millar

Title: President/CEO

Date: August 1, 2023

Approved as to Form and Legality
this 31st day of July 2023
Title First Asst CA
Office of the Brownsville City Attorney"

Last updated on June 02, 2023

EXHIBIT A

1. SCOPE OF WORK:

Marketing firms shall be able to provide the following services:

- Destination marketing for direct flights, both ways, offered by Avelo Air:
    - Brownsville to Burbank, California
    - Brownsville to Orlando, Florida
- Provide documentation justifying marketing efforts.
- Marketing materials that are route-specific must display the destination city and/ or airport name.
- Assist in compiling grant reimbursement requests.
- Acknowledge and comply with Grant Assurances agreed to by the Airport (Exhibit A).

2. REQUEST FOR PROPOSAL SUBMISSION FORMAT:

To facilitate the review, submissions should conform to the following format:

Experience of the Firm

Describe your firm's prior experience, qualifications, and success in marketing new routes. Reference the experience of the firm in working with State and FAA regulations and procedures. Provide examples of SCASDP work if available.

Project Team/Key Staff

Provide information on the current workload of the consultant or firm. Identify the proposed Project Manager/Consultant and key project team members and responsibilities. Provide a brief resume for each person outlining credentials and experience.

Sub-Consultants
Provide qualifications and experience of outside consultants that you regularly engage within work. Note whether they are DBE certified.

Data Analysis
Identify data sources and analysis available that your firm provides or has access to, including alternative data sources and how that data is used.

References
Provide a minimum of three (3) relevant references that are familiar with the quality of work by your firm for projects of similar scope and complexity as contained in the above Scope of Work. Include contact names, telephone numbers, and email addresses.

Airport Understanding
Provide your general knowledge and understanding of BRO, our community, current level of service, and our region/catchment area. Identify any potential challenges or special concerns as well as opportunities for the airport.

Compensation
Provide your proposed compensation for providing grant eligible marketing in the amount of the grant award, $250,000. Percentage based or flat rate fees are acceptable.

Additional Information
Include any other information you deem relevant to this request for proposals.

Size of Proposal
The entire proposal submission shall not exceed ten (10) pages (front side only), excluding the front and back covers, dividers, cover sheet, and table of contents.

4. EVALUATION CRITERIA

All properly completed proposals will be reviewed by a selection committee. The following factors shall be considered by the Selection Committee when evaluating the proposals:

- Compensation – The Marketing Firm's charges for administering the SCASDP Grant Marketing Program.
- Airport Understanding – General understanding of BRO and the surrounding community's needs.
- Experience – Relevant work experience in marketing new routes, working with federal granting agencies, and SCASDP marketing efforts.

Evaluation Criteria	Points
Compensation	80
Airport Understanding	10
Experience	10
Total	100

EXHIBIT A

GRANT ASSURANCES

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > *"The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

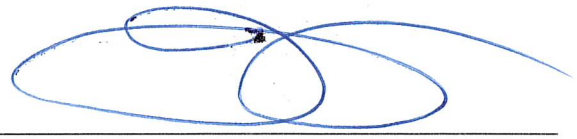
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).



Signature

9/12/2018

Date

Mayor

Title

City Of Brownsville, Brownsville South Padre Island International Airport

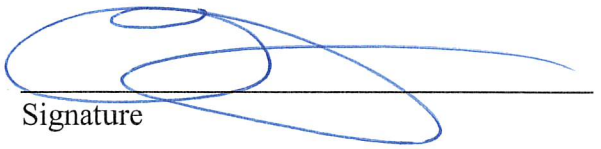
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.



Signature

9/12/2018
Date

Mayor
Title

City Of Brownsville, Brownsville South Padre Island International Airport
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

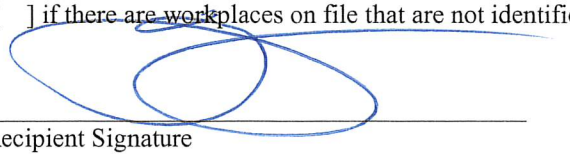
A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grant recipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.



Grant Recipient Signature

9/12/2018
Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

Antonio Martinez

Name

Affiliation

Mayor

Title

9/12/2018

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

Antonio Martinez
Name

Mayor
Title

Affiliation

9/12/2018
Date

END OF EXHIBIT A

EXHIBIT "B"

The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee for one (1) year. The term of this agreement may be extended on a month-to- month basis if agreed by both the City of Brownsville and the Contractor.

END OF EXHIBIT "B"

1. Compensation:

Tequila Group Integrated Marketing Communications fees for administering the SCASDP Grant: 10% of the grant, or $25,000.

Fee includes:

a. Working with BRO, the City of Brownsville, the City Marketing Department, and Avelo to prepare and implement a media plan.

b. Creating and maintaining a budget spreadsheet of all media buys in accordance with the SCASDP Grant Marketing Program Contract and the media plan created for BRO/Avelo.

c. Contacting media for availability, locations, traffic flow, rates, and audience profiles.

d. Reviewing Media Kits, influencer analytics, and rate comparisons.

e. Purchasing media by insertion order and/or by media-generated contract and assigning an insertion order number to each media insertion.

f. Sending media traffic instructions with assigned traffic numbers to media for creative, which includes creative begin and end dates, description or title of creative, times and/or locations media is to be posted, aired, or printed.

g. Comparing and verifying media invoices with insertion orders for accuracy.

h. Obtaining proof of media performance.

i. Paying media invoices.

j. Attending and organizing, as needed, meetings with BRO, Avelo, media vendors, City officials, City Marketing Department, and key personnel for conceptual creative strategies and outreach opportunities.

END OF EXHIBIT “C"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

END OF EXHIBIT "D"

EXHIBIT E

ATTACHMENT A

GRANT ASSURANCES

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > *"The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

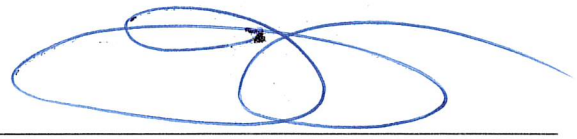
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).



Signature

9/12/2018

Date

Mayor

Title

City Of Brownsville, Brownsville South Padre Island International Airport

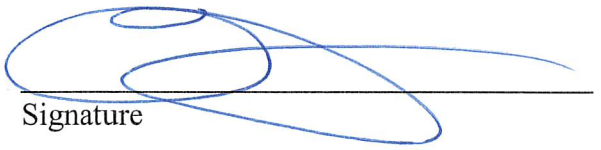
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.



Signature

9/12/2018
Date

Mayor
Title

City Of Brownsville, Brownsville South Padre Island International Airport
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

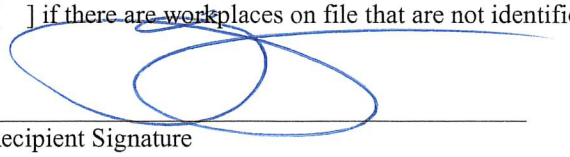
A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grant recipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.



Grant Recipient Signature

9/12/2018
Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

Antonio Martinez	
Name	Affiliation
Mayor	9/12/2018
Title	Date

OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

Antonio Martinez
Name

Mayor
Title

Affiliation

9/12/2018
Date

END OF EXHIBIT E

Brownsville South Padre Island International Airport

TEQUILA GROUP INTEGRATED MARKETING COMMUNICATIONS
SMALL COMMUNITY AIR SERVICE DEVELOPMENT GRANT (SCASDP)

- The marketing firm will provide SCASDP grant eligible marketing services in the amount of $275,000 ($250,000 Reimbursable under SCASDP).
  - Marketing to be provided includes destination marketing for direct flights, both ways, offered by Avelo Air.
    - BRO to Burbank, California
    - BRO to Orlando, Florida

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to approve the acquisition of two PIL-MO2 Automated Exit Lane Corridors by Dormakaba for $220,840. (Airport Department)

Summary:
Two modular exit lane breach control corridors that are monitored by sensors and combined with quick-response door systems by Dormakaba for $220,840 is requested for the airport terminal.

Project Scope and Analysis:
Dormakaba shall deliver, assemble, and install two PIL-MO2 Automated Exit Lanes

Funding:

Source: Existing CO Funds available under Fund 501, GL Account 501-8664-9445-66

Amount: 220,840

Local Contribution if Applicable: N/A

Recommendation:
The Airport recommends City Commission approve this item.

Commission Pillar:
Public Safety

Attachments:
1. ASD-95-0623 Procurement Analysis
2. PE - ASD-95-0623 Cooperative Coversheet Agreement
3. Dormakaba Exit Lane

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Wednesday, May 24, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Dr. Antonio Caldwell, Procurement and Contract Manager
Mr. Bryant Walker, Aviation Director

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action to award a Contract for the Brownsville South Padre Island International Airport for Dormakaba USA, Inc." # ASD-95-0623

At the request of Mr. Bryant Walker, Aviation Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025. (a)(c) **TIPS #230202**.

> Texas Local Government Code Sec. 791.025. CONTRACTS FOR PURCHASES. (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Dormakaba USA, Inc. is eligible under this procurement to be for the Brownsville South Padre Island International Not to Exceed **$220,840.00**. (Exhibit A)

Airport Solutions Quote

Account #	
Customer	City of Brownsville - Department of Aviation
Job Name	Domestic Area
PO or Quote #	AS092922A
Ship Date	TBD
Ordered By	Francisco Partida
Today's Date	23-May-23

Ship To

City of Brownsville - Department of Aviation
Brownsville International Airport
700 Amelia Earhart Drive
Brownsville, TX 78521

dormakaba USA Inc.
6161 E. 75th Street
Indianapolis, IN 46250
Bill Seibert
704-774-7368
Email: bill.seibert@dormakaba.com

Architect:

Part Number	Description	Quantity	Sea Freight Price	Air Freight Total
PIL-M02 16	PIL-M02 16 3c Double 1120	2	$84,460.00	$168,920.00
FRT	Sea Freight	2	$13,060.00	$26,120.00
LABOR	Installation Labor	80	$143.75	$11,500.00
INST Travel	Car Rentals & Flights	2	$5,500.00	$11,000.00
INST Pier Diem	Hotels & Meals	12	$275.00	$3,300.00

TIPS Contract #230202

Sub-Total	$220,840.00
Taxes	TBD
Total Amount	$220,840.00

Special Instructions

Supply chain disruptions:

Global trade is experiencing delays at all factories and brands at this time. All brands are subject to short notice price increases and long lead times. This is beyond our control and therefore dormakaba and its manufacturing partners are not responsible for any delays or back charges due to project delays caused by the global shipping crisis, and raw materials shortage. Regardless of any Force Majeure or liquidated damages provisions, lead times at this time are estimated and not guaranteed. Should you have questions or concerns, please contact your local sales representative.

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Dormakaba USA, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – TIPS Contract No. 230202 and Addendum # 1
4. Exhibit C – Request for Proposal and Amendment
5. Conflict of Interest Questionnaire.

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for each year by City shall be in the amount of Two Hundred and Twenty Thousand Eight Hundred and Forty Dollars and Zero Cents ($220,840.00), Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall be for
Notwithstanding the foregoing, the parties understand and acknowledge that the BuyBoard cooperative contract the City is relying on for cooperative purchase expires on April 30, 2026, at which time the City's Agreement with Vendor shall also expire, if not renewed by BuyBoard for all possible additional terms.

Vendor agrees that City shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO

INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

To VENDOR:
Dormarkaba USA, Inc.
Attn:
Address: 6161 E. 75th Street
Address: Indianapolis, IN 46250

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name: John Cowen

Title: City Mayor

VENDOR:

Name: Derek Sarmas

Title: Vice President of Sales

"Approved as to Form and Legality
This 25th day of May 2025
Title First Asst CA
Office of the Brownsville City Attorney"

Airport Solutions Quote

Account #	
Customer	City of Brownsville - Department of Aviation
Job Name	Domestic Area
PO or Quote #	AS092922A
Ship Date	TBD
Ordered By	Francisco Partida
Today's Date	23-May-23

Ship To

City of Brownsville - Department of Aviation
Brownsville International Airport
700 Amelia Earhart Drive
Brownsville, TX 78521

dormakaba USA Inc.
6161 E. 75th Street
Indianapolis, IN 46250
Bill Seibert
704-774-7368
Email: bill.seibert@dormakaba.com

Architect:

Part Number	Description	Quantity	Sea Freight Price	Sea Freight Total
PIL-M02 16	PIL-M02 16 3c Double 1120	2	$84,460.00	$168,920.00
FRT	Sea Freight	2	$13,060.00	$26,120.00
LABOR	Installation Labor	80	$143.75	$11,500.00
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TIPS Contract #230202

Sub-Total	$220,840.00
Taxes	TBD
Total Amount	$220,840.00

Special Instructions

Supply chain disruptions:

Global trade is experiencing delays at all factories and brands at this time. All brands are subject to short notice price increases and long lead times. This is beyond our control and therefore dormakaba and its manufacturing partners are not responsible for any delays or back charges due to project delays caused by the global shipping crisis, and raw materials shortage. Regardless of any Force Majeure or liquidated damages provisions, lead times at this time are estimated and not guaranteed. Should you have questions or concerns, please contact your local sales representative.

TIPS VENDOR AGREEMENT

TIPS RFP 230202 Security Systems Products and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

_____dormakaba USA Inc._____

_ (ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration

of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO**

BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, UNLESS SUCH AN OCCURRENCE IS THE RESULT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A TIPS INDEMNITEE AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS

Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS or Vendor may terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to the other party of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or

lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and 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, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at

least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230202 Security System Products and Services

Vendor Name: dormakaba USA Inc.

Vendor Address: 6161 E. 75th Street

City: Indianapolis State: IN Zip Code: 46062

Vendor Authorized Signatory Name: Darren Blankenship

Vendor Authorized Signatory Title: VP, Commercial Excellence

Vendor Authorized Signatory Phone: 214-632-9175

Vendor Authorized Signatory Email: darren.blankenship@dormakaba.com

Vendor Authorized Signature: _____ Date: 28 April 2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/27/2023

230202 Addendum 1
dormakaba USA Inc
Supplier Response

Event Information

Number: 230202 Addendum 1
Title: Security Systems Products and Services
Type: Request for Proposal
Issue Date: 2/2/2023
Deadline: 3/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200203 SECURITY SYSTEMS PRODUCTS AND SERVICES ("200203"). YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SECURITY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200203.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200203 WHICH COVERS ALL OF YOUR SECIROTU OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

dormakaba USA Inc Information

Address: 6161 E. 75th Street
Indianapolis, IN 46250
Phone: (317) 806-3658

By submitting your response, you certify that you are authorized to represent and bind your company.

Darren Blankenship
Signature

darren.blankenship@dormakaba.com
Email

Submitted at 3/15/2023 08:40:20 AM (CT)

Supplier Note

Please send all contract/bid information to Nicole Snider.

Requested Attachments

Pricing Form 1 — 230202 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230202 Pricing Form 2 dormakaba .xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — dormakaba Pricing Details Discount off MSRP.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230202 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230202 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230202 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230202 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

dormakaba USA 2023 W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

dwn-dhw-ead-warrantystatement-en.pdf

Warranty

dwn-ens-warranty-policy-en.pdf

Warranty ENS Cluster

DOKA_Logo_one_line_4C_hi.jpg

Company Logo

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

dormakaba USA Inc. is an industry leader and trusted source for security and access control solutions. With over 150 years of experience and millions of installations worldwide ranging from pushbutton locks and door closers to entrance systems, interior glass and fully networked and integrated access control solutions, dormakaba is your reliable partner for secure and flexible access to buildings and rooms. Everything we do is oriented towards developing seamless access solutions and services that make buildings smarter and more secure, and manage the entire “opening”. Our brands including BEST, Simplex, and Dorma have been standards in the government markets for more than 75 years.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Nicole Snider

7 Primary Contact Title

Primary Contact Title

Contract Administrator

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

nicole.snider@dormakba.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

3179229254

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3174458652

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Ben Smith

13 **Secondary Contact Title**

Secondary Contact Title

Sr. Sales Manager Vertica Teams

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

benjamin.smith@dormakaba.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7025262571

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Nicole e Snider

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

nicole.snider@dormakaba.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3179229254

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Nicole Snider

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

nicole.snider@dormakaba.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3179229254

24 **Company Website**

Company Website (Format - www.company.com)

www.dormakaba.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

dormakaba USA Inc.

26 **Primary Address**

Primary Address

6161 E. 75th Street

27 **Primary Address City**

Primary Address City

Indianapolis

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Indiana

29 **Primary Address Zip**

Primary Address Zip

46250

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

dormakaba, BEST, Door Closures, Phi Exit Devices, Shelter, Padlocks, Mortise Locks, Keys, Cores, Cormax, Door Hardware, Access Control, Lock sets, Locks, Key Control, Key blanks, BASIS G, Lock Down, School Security, hinges, Automatic Doors, Access Control, E-plex, simplex,dorma, kaba, Airport breach control, ADA

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Indianapolis

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Indiana

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

100

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

15%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

No

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.
44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Some

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes

81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230202 Security Systems Products and Services	dormakaba USA Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact N	Valid Contact Email	Valid Contact Phone
Stafford Shools	Jeff Sullivan	sullivanjim@staffordschools.net	540-322-9225
Spotsylvania Schools Maintenance & Operations	Rusty Davis	rrdavis@spotsylvania.k12.va.us	540-582-5894
Director of Maintenance Beeville ISD	Isidro Reyna	ireyna@bessvilleisd.net	361-362-6068 Ext. 1071
Southside ISD	Julian Monreal	julian.monreal@southsideisd.org	210-882-1600
The University of Texas at San Antonio	Lee Myers	lee.myers@utsa.edu	210-458-6605

TIPS CONTRACT 230202

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: dormakba USA Inc.

Vendor Authorized Signatory Name: Darren Blankenship

Vendor Authorized Signatory Title: VP, Region Americas Commercial Excellence

Vendor Authorized Signatory Email: darren.blankendship@dormakaba.com

Vendor Address: 6161 E. 75th Street

City: Indianapolis State: IN Zip Code: 46250

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Darren Blankenship Digitally signed by Darren Blankenship Date: 2023.03.02 11:33:42 -05'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

dormakaba

Warranty Statement

Door Hardware & Electronic Access Portfolios

Effective October 2022

dormakaba

General information

Limited warranty statement

What is Covered: dormakaba ("dormakaba USA Inc. and dormakaba Canada Inc.") warrants that the products manufactured by dormakaba, identified here, are free of defects in materials and workmanship. The sole and exclusive liability of dormakaba under this warranty statement is limited to the repair or replacement of any product or component part covered by the warranty at the sole discretion of dormakaba.

Who is Covered: This warranty is extended only to dormakaba's distributors of products and the end user who purchases products for purposes other than resale (collectively, "Purchaser").

Warranty: Seller warrants only that all products sold pursuant to a Quotation or Purchase Order will conform to the description in the Price Book and will be free from defects in workmanship and materials.

The duration of each product warranty is dependent on the particular product.

Extended warranties may be available for an additional cost.

Seller is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration by any company other than Seller.

Seller further warrants that Buyer will receive good and valid title to the products.

Any claim on account of nonconforming or defective products or for any other cause whatsoever shall conclusively be deemed waived by Buyer unless written notice thereof is given to Seller promptly after discovery but no later than sixty (60) days from date of shipment.

Seller shall have the right either to replace or repair any nonconforming or defective products, to refund the purchase price upon return of the products, or to grant a reasonable allowance on account of such nonconformance or defect Seller's liability and Buyer's exclusive remedy for nonconforming or defective products shall be limited solely to replacement, repair, refund, or allowance as Seller may elect.

Seller shall be given reasonable opportunity to investigate all claims and no materials shall be returned to Seller until after inspection and approval by Seller and receipt by Buyer of written shipping instructions from Seller. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of nonconforming or defective products.

Additional Warranties

1) No credit will be provided for any work completed by others during warranty term.

2) Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable.

3) Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.

DISCLAIMER OF FURTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, THERE IS NO WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY USE CONTEMPLATED BY BUYER) CONCERNING SELLER'S PRODUCTS OR SERVICES AND NONE SHALL BE IMPLIED BY LAW.

dormakaba reserves the right to revise this warranty statement, at any time, without notice. Warranty is subject to Terms and Conditions of sale found in Price Book(s). While reasonable efforts were made to ensure the accuracy of this statement, dormakaba assumes no liability for any errors or omissions.

General information

Limited warranty statement

BEST Product Warranty table		
LIMITED LIFETIME	• 45H/47H Mechanical Mortise Lock • 48H/49H Mortise Deadlock • BML83 Series Electronic Strikes and Mags	
30 YEAR	• HD8000 (mechanical) • HD7000 (mechanical) • SL6000 (mechanical)	
10 YEAR	• 9K Mechanical Cylindrical Lock	
5 YEAR	• 45HW and 47HW Electromechanical Mortise • BES 2 Series Electronic Strikes and Mags	• BES 0162 Series Electronic Strikes and Mags • BES 0163 Series Electronic Strikes and Mags
3 YEAR	• 8K Mechanical Cylindrical Lock • 8K/9K Electromechanical Cylindrical Lock • Keypad EZ locks 9KZ cylindrical; 45HZ mortise; EXZ exit trim • IDHMax Locks 9KM cylindrical; 45HM Mortise • 5K, 6K, and 7KC Cylindrical Locks • 8T/7T Tubular Locks • 1E, 5E, 8E Cylinders Locks • 1C, 2C, 3C, 5C, 6C Cores • 1A Keys • 1AM, 1AX Keys (CORMAX) • AD433 Key Combinator & Equipment • 11B, 21B, 41B family Padlocks • 1W Switch Locks • S Sliding Door Locks	• Offline Locks ; 9KBV & 9KG Cylindrical, 45HBV & 45HG Mortise, EXBV & EXG Exit Trim • Wi-Q Locks ; 9KQ cylindrical, 45HQ mortise, EXQ Exit Trim • SHELTER 9KX & 45HX Electro-mechanical Cylindrical/Mortise Locks • AK Series Knob Adaptations • 5L, 3L, 2P Cabinet Locks • SPSL, SSRL, SEDA Secure Patient Safety Lever, • Seclusion Room Locks, Emergency Door Alarms • BES 4 Series Electronic Strikes and Mags • BES 6 Series Electronic Strikes and Mags • 1SW Switch™ Tech Cores & Readers • 1SWBRDG Switch™ Tech Bridge • All Finishes (excluding US10B/613 "Oil Rubbed Bronze")
2 YEAR	• EMF arm for HD8000 & HD7000 (electrical)	
1 YEAR	• 45HOM, 9KOM, OMEM, OMWMS, QASOM, QAXOM • 1CB, 1CK,1AF Kaba Cores & Keys • Portal Gateways, Wireless Access Controllers, Antennas and other products using Wi-Q™ Technology not specifically mentioned	• BMLDE Series Electronic Strikes and Mags built-in sounder components • 1SWFOB Switch™ Tech Fob • Shelter Gateways, Shelter Repeaters and Repeater Accessories, Shelter FOBs

BEST dormakaba Group

dormakaba

General information

Limited warranty statement

BEST Precision Exit Devices Product Warranty table		
5 YEAR	• Precision 2000 Series (mechanical) • Arm-A-Door (mechanical) • Precision 100; 200; and 300 Series (mechanical) • Precision Series (3, 4, 5R Exit Devices) (mechanical) • RM Mullions 811 & 822 Series	
3 YEAR	• All Finishes (excluding US10B/613 "Oil Rubbed Bronze")	
1 YEAR	• Precision 2000 Series (electrical) • Arm-A-Door (electrical) • Precision 100; 200; and 300 Series (electrical) • Precision Series 3, 4, 5R Exit Devices (electrical)	

BEST Sliding & Folding Hardware Product Warranty table		
1 YEAR	• Bi-Fold hardware • By-Pass hardware • Pocket Door hardware	

BEST dormakaba Group

General information

Limited warranty statement

BEST Hinges Product Warranty table		
LIMITED LIFETIME	• Two knuckle • Three knuckle • Five knuckle • "F" (Plain Bearing), • "FBB" (Ball Bearing), • "CB" (Concealed Bearing) • 2060R Series (Spring Hinges) • Geared Aluminum Continuous Hinges (660 Series)	
5 YEAR	• Pin and Barrel Continuous Hinges (640 and 650 Series) • Aluminum Geared Continuous Hinges (with electrical modifications)	
3 YEAR	• All Finishes (excluding US10B/613 "Oil Rubbed Bronze")	
1 YEAR	• Miscellaneous Hardware Portfolio • Wardrobe Pivots • Emergency Hardware • Olive Knuckle Hinges • Detention Hinges • Residential Hinges • Parts • All Electrified Hinges (Butt and Continuous with CE/CS option)	

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General information

Limited warranty statement

dormakaba Commercial Hardware Product Warranty table		
LIMITED LIFETIME (MECHANICAL)	• QCL Cylindrical Lock • QTL Tubular Lock • QMS/QME/QML Mortise Lock (now discontinued) • QCI Interconnected Lock • QDB Auxiliary Deadbolt • QDC Door Closers • QED Exit Devices • QET/QRT Exit Trim • QGI Interconnected Lock (now discontinued) • QGT Tubular Lock (now discontinued) • QGD Deadbolt (now discontinued) • QRM Mullions	
3 YEAR	• 6CS • 7CS • All Finishes (excluding US10B/613 "Oil Rubbed Bronze")	
1 YEAR (ELECTRICAL)	• QCL Cylindrical Lock • QTL Tubular Lock • QMS/QME/QML Mortise Lock (now discontinued) • QCI Interconnected Lock • QDB Auxiliary Deadbolt • QDC Door Closers • QED Exit Devices • QET/QRT Exit Trim • QGI Interconnected Lock (now discontinued) • QGT Tubular Lock (now discontinued) • QGD Deadbolt (now discontinued) • QRM Mullions	

General information

Limited warranty statement

dormakaba Architectural Hardware Product Warranty table		
LIMITED LIFETIME	• SKC Keys	
25 YEAR (MECHANICAL)	• TS93 • 8900 • 8600 • 7400 • 7300 • BTS75V • BTS80	• EMR (mechanical) • EMF (mechanical) • 1800 (mechanical) • GSR (mechanical)
10 YEAR	• U1500 (now discontinued) • 9000 (mechanical) • M9000 •	• D900 • C800 • D800
5 YEAR	• ITS • RTS • 8000 (mechanical)	• CL/CK700 • J300 • DB600
3 YEAR	• C500 • T900 • All Finishes (excluding US10B/613 "Oil Rubbed Bronze")	
2 YEAR	• EMR (electrical) • EMF (electrical) • 1800 (electrical) • GSR (electrical) • EMB (mechanical & electrical) • EM (mechanical & electrical) • EAC (mechanical & electrical) • ED900 (mechanical & electrical) • LM	• 900 • 700 • M9000 (electrical) • D900 (electrical) • C800 (electrical) • D800 (electrical)
1 YEAR	• C300 • 9000 (electrical)	• 8000 (electrical) • Mullions (mechanical & electrical)

dormakaba

General information

Limited warranty statement

Keyscan Access Control Systems Product Warranty table		
LIMITED LIFETIME	• K-SMART3 • K-SKPR • K-MOB 10, K-MOB 25, K-MOB 50, K-MOB 100 • K-BLE, K-BLE10 • K-PC2, BLE1 • KPROX3 • K-KPR • KVAN • CS135-36 • K-PC1	• K-RX • MCR-30-H, MCR-50-H, MCR-64-H • PX-603, PX-605, PX-610, PX-620, PX-K501 • PX-C1, PXKEY, PX-STKTAG, PX-ISO30, • HID-6005B, HID-5365, HID-5395, HID-5455 HID-5355KP, HID-5375 • HID-C1325, HID-C1326,HID-C1391, PROXKEYIII • SDRA
LIMITED LIFETIME (THIRD-PARTY MFG)	• K-SF-1K • CSC-2, CSM-2P, CSK-2 • K-TX2-EV2 • P-620-H, P-700-H, P-900-H • PSM-2P-H, PSK-3-H, PDT-1-H • R10SO, R10SOM, • R40SO, R40SOM • RK40SO, RK40SOM • I8KSEOS • KR10SE, KR40SE, KRK40SE • KC2K2SE, KI2K2SE, KF2K2SE	• KL10L, KL40L, KRK40L • KC2K2SR, KI2K2SR, KF2K2SR • I2K2PSR36, F2K2PSR36, T2K2PSR36 • KRP10SE, KRP40SE • KRP10L, KRP40L • KU90UHF • KIUHF • KI4KSEUHF
5 YEAR	• CA150WLKTN	• CA150WLKT
3 YEAR	• All E-Plex 7900 locks • P2031KK PowerPlex	• P2031KB PowerPlex
2 YEAR	• SDAC • SDACSKT, • CA150, CA150M • CA250, CA250M, CA250NB, CA250NBM, CA250B • CA4500, CA450M, CA450NB, CA450NBM, CA4500B • CA8500, CA8500M, CA8500NB, CA8500NBM, CA8500B • EC1500, EC1500M • EC2500, EC2500M • ALL CA REPLACE BOARDS • NETCOM 2, NETCOM2P, NETCOM6P • CIM, CIM-LINK-B	• USB-SER • IOCB1616, IOCB1616B • OCB8 • E-PLEX E5631XSWL 5600 • E-PLEX E5731XSWL 5700 • WSSKP1 • SRK READERS ((MH ONLY) • VIS100-ENT, VIS100-SISVIS100-STX • WIEEX2 • DPS-15 • DLK
1 YEAR	• 912PRX • 912MIF • E-PLEX GATEWAYS • E-PLEX ANTENNAE • E-PLEX PROGRAMMING CABLE • M-UNIT	• K-SECURE1K, K-SECURE-4K • K-TX2-1K • K-TX2-1KB (MH ONLY) • K-TX2, K-INTX-2 • PS1225
SOFTWARE (EULA)	• AURORA, AURORA-S • EAUR-WEB • EAUR-CL1, EAURCL5, EAUR-CL10 • EAUR-RN1, EAUR-RN5, EAUR-RN10 • EAUR-AI • EAUR-DSCM, EAUR-DSCP	• EAUR-EXAC, EAUR-I3, EAUR-ONSS, EAUR-OPEN, EAUR-SALI, EAUR-WAVE, EAUR-OE-OWS, EAUR-CCTV, EAUR-TELA, EAUR-SAVA, EAUR-BCON, EAUR-ELOB, EAUR-BFLY, STWD, • ALL AURORA SDK & SQLUPG • EAUR-UP, EAUR-911

General information

Limited warranty statement

RCI Electronic Access Controls Product Warranty table		
LIMITED LIFETIME	• 8310, 8320, 8310-IQ, 8320-IQ, 8360, 8365, 8371, 8372, 8375, 8380 • Proximity Readers - 6005R, 5395R, 5355R • DKPS-2A; DKPS-4A; DKPS-6A • 9540	
10 YEAR	• DE8310, DE8310S • 0162, F0162, 0163, 6 Series • C800 Cylindrical Lock (Mechanical)	
5 YEAR	• 0161, 2 Series, 4 Series, F4 Series, F1 Series, 7 Series • VR165, VR166 • Current Transfers - 9507, 9509, 9500, 9501, 9503, 9505, • 904	
3 YEAR	• 120/1200 Series, Trim and Accessories (Mechanical) • 917, 913, 915/915AFI, 9 LP36, 9 RCR433/9 RCT433 • Hinges - 9520/21/22/23/24 • Pushbuttons, Keyswitches, Alert & Sounders, 903, 914, • 3510LM, 3513/3513DM • MEM2400, MEM4400 • S25OOA • EM-MAG1500 • YG80	
2 YEAR	• C800 Cylindrical Lock (Electrical) • TD365 (Day Timer) • 909 Rocker Switch • 3590 • 910TC, 910NTC	
1 YEAR	• 171HD, ZB171HD • 12C • 1300 Series, Trim and Accessories (Electrical) • 9212i, 9212iLW, 9320, 9321, 9322, 9323 • T1001, T1002, T1003, T1004, T1005, T1008, T1009 • WPDT • T2T Touch to touchless module • Bridge Cables - 9512/9513, IL06, 912, 991 • Rack Handle Locks - 3525/3525PRX, 3525 iCL, 3525 DFR	

dormakaba

General information

Limited warranty statement

Design Hardware Warranty table		
LIMITED LIFETIME	• BB5 Hinges • Spring Hinges • Door Closers & Accessories • Mechanical Locksets • Mechanical Exit Devices & Trim • Power Supplies	
10 YEAR	• Continuous Hinges	
3 YEAR (limited)	• Thresholds & Weatherstripping Products • Flatgoods & Accessories • All Finishes (excluding US10B/613 "Oil Rubbed Bronze")	
1 YEAR	• ETW Thru Wire Hinges • Electrified Locksets • Electrified Exit Device ELR kit • Electrified Exit Trims • Magnetic Hold Opens	

design hardware

General information

Limited warranty statement

E-Plex Electronic Locks Product Warranty table		
3 YEAR	• E-Plex 2000 • E-Plex 3x00 • E-Plex 5x00 (Except for 5x86 Function) • PowerPlex 2000	
2 YEAR	• E-Plex 1500 (Legacy, now discontinued)	
1 YEAR	• E-Plex Wireless Accessories • E-Plex 5x86 (5886 legacy, discontinued)	

Simplex Pushbutton Mechanical Locks Product Warranty table		
3 YEAR	• Simplex 1000 • Simplex L1000 • Simplex LP1000 • Simplex 8100 • Simplex 5000	
1 YEAR	• Simplex 900 • Simplex 2015 • Simplex 3000 • Simplex 6200 • Simplex 7100	• Simplex 9600 • Simplex EE1000 • Simplex Fileguards FG10, F2500, F2570 & F2580 • Simplex LD450/470

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KAA1540 - 10-22

TIPS 230202 Addendum Number 1

If you have already completed your attributes or pricing forms, or have already submitted, there is no need to modify or resubmit in response to this addendum unless you made a mistake or that is your preference.

This addendum is only to modify Attribute 36 slightly as follows:

"Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)
Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?"

TIPS SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:

TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

TIPS RFP 230202 Security Systems Products and Services

I. NOTICE TO PROPOSERS.

Contact Information:
TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:
TIPS RFP 230202 Security Systems Products and Services
This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:
All proposals shall be received electronically, or otherwise sealed, by: March 17, 2023 AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:
Solicitation documents are located online at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:
This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation.

TIPS Administration Fee:
TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:
If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:
Depending on different entities' and jurisdictions' laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:
Substantive questions will be received until March 3, 2023 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "230202 Security – Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before February 16, 2023 by emailing bids@tips-usa.com with the subject line "230202 Security – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:
These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	FEBRUARY 2, 2023	8:00 A.M. Local Time
Proposal Deadline	MARCH 17, 2023	3:00 P.M. Local Time
Proposal Opening	MARCH 17, 2023	3:00 P.M. Local Time
Proposal Review Begins	MARCH 17, 2023	3:01 P.M. Local Time
Proposals Award	APRIL 27, 2023	8:30 A.M. Local Time
Award Notifications	APRIL 27, 2023	12:00 P.M. Local Time

Estimated Contract Value:
The estimated value for the life of the of the contract for all awarded vendors combined is $60,167,800.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System ("TIPS") is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act[1], seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members' law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the

[1] See Texas Government Code, Chapter 791.

right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at https://tips.ionwave.net/ and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.
Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1
Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2
Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents
Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement
The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form
The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form
The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form
The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ
Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL
Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9
Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section

requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)
Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)
Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Security Systems Products and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-"public work" services only.

Specifications.
It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply security systems, security products, and security services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to: security systems; access controls; facility monitoring devices and services; card access equipment and applications; closed-circuit equipment and applications; recording solutions; video storage and data management; alarm systems; security technology; security services, servicing or trainings on security equipment; security trainings or audits; items that reinforce or secure facilities or grounds; security personnel communication devices, and; any other goods or services related to security.

Proposals should include all listings of security systems, security products, and security services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered security systems, security products, and security services. Accessories and parts to support security goods should be submitted. Servicing of security goods or any service related to security that vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.
Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**
  This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items "Catalog Pricing" to TIPS:

1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.

4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **<u>Cost-Plus Markup Method</u>**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you

may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

D. is regularly maintained by the manufacturer or Vendor of an item; and

E. is either published or otherwise available for review by TIPS or a customer during the purchase process;

F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as "catalog pricing" (or "cost" in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.

2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.

3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.

4. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)

5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: **(22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.

9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.

3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

   Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

   Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

   Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

   Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

   Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

   Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

   Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

   TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party

breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein ,provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.

8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business

days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it

will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.

14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.

16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.

17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

Supplier Participation

230202 Addendum 1

Security Systems Products and Services

Issue Date: 2/2/2023
Response Deadline: 3/17/2023 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Participation Summary

Supplier	Email Status	Response Status
1 Priority Environmental Services LLC		No Response
11 Productions		No Response
11 Series Energy, Inc.		No Response
1st Ayd Corp (First Aid Corp)		No Response
1st FP Austin (1st FP Services)		Submitted
1st FP McAllen,LLC (1st FP McAllen,LLC)		No Response
1Touch Communications (1Touch Communications LLC)		No Response
2 Tier Wholesalers		No Response
247Security Inc		No Response
2M Solutions		No Response
3 Oaks Resource Group International (Your School Resource Group)		No Bid
360 Solutions Group		No Response
3AGProcurement LLC		No Response
3B Scientific		No Response

3D Dental Design & Development	No Response
3i Cabling and Power Group (3i Cabling Systems, Inc.)	No Response
3MB Interior Plus	No Response
3rd Eye Surveillance	Submitted
3T Building Materials LLC	No Response
4 AM CORP (4 AM CORP)	No Response
4J Facility Supply (Select or enter)	No Response
4PC Security Technologies	No Response
525 Technologies	Submitted
5G Security, LLC	Submitted
5K Technical Services (5K Technical Services)	No Response
81 LOGISTICS GROUP LLC (81 LOGISTICS GROUP LLC)	No Response
84 Lumber Company	No Response
903 Broadband	No Response
911 Security Cameras, Inc.	No Response
A & E Mill & Welding Supply Company (A & E Machine Shop, Inc.)	No Response
A A R Electronics, Inc (A-A-R Electronics, Inc.)	No Response
A N Systems (AN Systems Marketing LLC)	Submitted
A Plus PPE and Supplies (1978)	No Response
A Sharper Image (Sharp Property Management Services)	No Response
A&A Fire and Safety	No Response
A+ Technology & Security Solutions, Inc.	Submitted
A-1 FIRE & SECURITY (Fire & Access Control Systems)	No Response
A1 Security Cameras (A1 Surveillance Systems LLC.)	No Response
A1 Shiner Fire and Safety	No Response
A2Z Promo Zone LLC	Viewed
A3 Communications, Inc. dba 3Sixty Integrated	Submitted
AA MED SUPPLIES LLC (AA MED SUPPLIES LLC)	No Response
AB Martin Services, Inc.	No Response
AB Staffing Solutions (AB Staffing Solutions)	No Response
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)	No Response
Abbott Laboratories Inc.	No Response

ABEL Building Systems (ABEL enterprises)		No Response
ABFA Group, LLC		No Response
Abilene Window Tinting (Abilene Wraps and Tint LLC)		No Bid
Able Glass & Mirror Company		No Response
ABM Supply (Alan B. Mestdagh)		No Response
AbovePoint Technologies		No Response
Abracus Supply Co. (Abracus Inc.)		No Response
Absolute Defense/Clear Defense		No Response
Academic Technologies Inc		No Response
Acadian Total Security (Acadian Monitoring Services)		No Response
Access Control Integration, Inc.		No Response
ACCESS DATA SUPPLY, INC. (ACCESS DATA SUPPLY, INC.)		No Response
ACCESS DNSI (ACCESS Data Network Solutions, Inc.)		No Response
Accredited Lock Supply Co (Accredited Lock & Door Hardware Company)		No Response
Accurate Law Enforcement		No Response
acity specialty product dba zep sales and service		No Response
Acme Janitor and Chemical Supply Inc		No Response
Acorn Wire and Iron Works (Carina Diaz)		No Response
ACP CreativIT		Submitted
Acrylic Source+		No Response
ACS Affordable (Affordable Custodial Supplies, Inc.)		No Response
Action Electrical Services LLC (Action Electrical Services LLC)		No Response
ACTION Janitorial Paper safety (Action Chemical, Inc.)		No Response
Active Campus, LLC (All Campus Security)	Fail	Submitted
ActivePure Enterprises LLC (ActivePure Technology LLC)		No Response
Activu Corporation		No Response
Acture Solutions		No Response
Acumen Enterprises, Inc.		No Response
Ad Specs of Florida, LLC (Ad Specs of Florida, LLC)		No Response
Adaptive Industrial Services, LLC		No Response
ADT Commercial LLC		Submitted
Advanced Alarm Technologies	Fail	No Response

Advanced Alarms of Arkansas, Inc.	No Response
Advanced Connections Inc	Submitted
Advanced Network Management, Inc, (Advanced Network Management, Inc,)	No Response
Advanced Security Technologies	No Bid
Advanced Tracking Technologies, Inc.	No Response
Advancia Technologies, LLC	No Response
Advantage Security Technologies (Advantage Security Technologies)	Submitted
Advantage Supply	No Response
Advent Services (Santos-Alejandro)	No Response
AED Brands	Unsubmitted
AED One-Stop Shop (AED One-Stop Shop)	No Response
AEGIS Fitness Solutions LLC	No Response
AEGIS Special Systems, LLC	No Response
Aerowave Technologies (Aerowave Technologies, LLC)	No Response
AF&G, LLC dba Arkansas Fence and Guardrail	No Response
Affiliated Communications Inc (Affiliated Telephone Inc)	No Response
AFM Heatsheets (AFM Heatsheets)	No Response
Aftermath Disaster Recovery, Inc. (Aftermath Disaster Recovery, Inc.)	No Response
AG Environmental, Inc.	No Response
AGC Networks Inc	No Response
AgTac Services, LLC	Viewed
Ahead in the Cloud (AIC), LLC	No Response
AIM Brands	No Response
Air Craft Mechanical	No Response
Airworx Unmanned Solutions (Airworx LLC)	No Response
AJL Technology Inc.	No Response
Alabama Fire Control Systems LLC	No Response
Alamo City Engineering Services	No Response
Alarm Fire Surveillance Integrators	No Response
ALARM MASTERS (ALARM MASTERS CORPORATION)	No Response
ALARMAX DISTRIBUTORS INC (AlarMax Distributors Inc)	No Response
Alarmtec Systems (Smithcom, LLC)	No Response

Alegna Technologies, Inc. (Alegna Technologies, Inc.)	No Response
Alert Alarms Burglar & Fire Protection, Inc.	No Response
Alert Services Inc	No Bid
AliMed, Inc	No Response
Aliron International Inc	No Response
All Campus Security (Active Campus LLC)	No Response
All Energy Solutions Contracting (All Electric Supply)	No Response
ALL KNIGHT TOWING & RECOVERY	No Response
All Safe Industries (All Safe Industries)	No Response
ALL SOUTH SHORE MEDICAL SUPPLY INC	No Response
All Traffic Solutions, Inc. (All Traffic Solutions, Inc.)	No Response
All Wrapped Up	No Response
Allan Retail Group (Allan Retail Group)	No Response
Allative Technologies	No Response
All-Clean USA	No Response
Allegiant Security, Inc.	No Response
Alliance Technology Group (Alliance Technology Group LLC)	Unsubmitted
Alliant Cybersecurity	No Response
Alliant Cybersecurity, LLC	No Response
Allied Express Solutions	No Response
Allied Fire Protection	No Response
Allied Security Links (Astatic Technologies)	No Response
ALLIED TELESIS	No Response
All-purpose construction & remodeling LLC	No Response
All-Tex Networking Solutions, Inc.	No Response
Alpha GPS Tracking	No Response
Alpha Pistol Training, LLC	No Response
Alphatex Technology Integrators Limited	No Bid
Alps Technology (Alps Dallas Inc)	No Response
Alterman (Alterman, Inc.)	No Response
ALTEX ELECTRONICS LTD.	Submitted
Altor Safety LLC (Altor Safety LLC)	No Response

AM&N Electronics, Inc		No Response
Amarc Consulting & Construction LLC		No Response
AMB Warranty II, LLC		No Response
Ambient Air Systems LLC		No Response
Ambient Security		No Response
Amec Foster Wheeler E&I		No Response
American Bio-Clean LLC		No Response
American Bus Sales LLC		No Response
American Container Homes		No Response
American Digital Security		Submitted
American Emergency Products (AEP) (American Emergency Products (AEP))		No Response
American Fire Protection Group		No Response
American Fire Systems Inc		No Response
American Green Ventures		No Response
American Integrated Security Group, Inc.		No Response
American Integration Contractors, LLC (Noel)		No Response
American Investigations & Security International		No Response
American Medical Rentals (A AMERICAN MEDICAL RENTALS.INC)		No Response
American Painting & Remodeling (A P & R Industries Inc.)		No Response
American Paper & Twine Co.		No Response
american pride paper and plastic (american pride paper and plastic)		No Response
American Protective Services		Submitted
American Radio Systems		No Response
American Signal Corp		No Response
AMERICAN SURGICAL MASK CO (American Surgical Mask LLC)		No Response
American Surveillance Co	Warn	Submitted
Amp Your Good,Inc. (Amp Your Good,Inc.)		No Response
Ampco Contracting Inc.		No Response
Amplify Americas LLC		No Response
AMX Environmental, Ltd.		No Response
ANCHOR SAFETY, INC		No Response
Anchorage Unlimited (Anchorage Medical Equipment & Supplies, LLC)		No Response

Andon Solutions LLC	No Response
Angelo Titan Technology System (Angelo Titan Technology System)	No Response
AngelTrax (IVS, Inc.)	Submitted
AN-Industries	No Response
Anitized, LLC	No Response
Anixter	No Response
Anixter Inc	No Response
Anonymous Alerts	Submitted
AnyDesk Software (AnyDesk Software)	No Response
AP Triton Consulting (AP Triton Consulting)	No Response
APG Technology (APG Electric, Inc)	No Response
APi National Service Group	No Response
APi Systems Group, Inc.	No Response
Apollo Metro Solutions (Apollo Metro Solutions, Inc.)	No Response
Appalachian Signals and Products, Inc.	No Response
APPLE FARM SERVICE INC	No Response
Applied Climate Solutions	No Response
Applied MSS (Applied Maintenance Supplies & Solutions)	No Response
Appliedinfo Partners, Inc.	No Response
APS Industrial Services	No Response
Aqua Dam Inc. (Aqua Dam Inc.)	No Response
Aquatic Renovations & Services, Inc.	No Response
AQUILA CUBED CONSULTING, LLC	No Response
Aramark Refreshments	No Response
Aramark Uniform Services	No Response
Arbala Systems, Inc	No Response
Arber Inc.	No Response
Arbor Construction, LLC	No Response
Archangel Tablets LLC	No Response
Archer Integrated Systems (Archer Roseberry partners llc)	No Response
ARClothMasks (SBWT, LLC)	No Response
ArCom Systems, Inc.	No Response

Argent Associates Inc.		No Response
Ark of Safety Security Solutions (DVLL LLC)		No Response
Arkansas Lock and Safe	Fail	No Response
ARKANSAS MOLD and WATER, INC.		No Response
Arkansas Public Safety Solutions		No Response
Arkansas Sign & Barricade, Inc.		No Response
Arkansas Valley Communications (AVC, Inc.)		Submitted
Arlos Group LLC (Marseal Group, LLC)		Submitted
Armed Forces Contracting (Patient Solutions LLC.)		No Response
Armodilo Display Solutions (Armodilo Display Solutions)		No Response
Armor Glass International Inc		Submitted
Armoured One LLC		Submitted
Armsco (Bradley Joe Arms Sr)		No Response
Arrow Safety Device Co		No Response
Artcom Associates Inc (Artcom Communications)		No Response
ARTEX TRUCK CENTER INC. (TEXAS TIMBERLINE)		No Response
Arya Group LLC (AmaraWorks LLC)		No Response
ASA Techmed, Inc. (Zulco International, Inc.)	Fail	No Response
ASAP Roofing (Koppel & Kozel LLC)		No Response
ASAP Security Services		Submitted
Ascenda Services		Viewed
Ashford Building Solutions LLC (Ashford Building Solutions LLC)		No Response
ASI Southeast Inc. (ASI Southeast Inc.)		No Response
Aspetto Inc		No Response
Asphalt Producers, LLC		No Response
Aspiryon, LLC.		No Response
Assurance Fire Protection, LLC		Unsubmitted
AT Armor LLC		No Response
At Your Service Environmental Solutions (DAP Enterprises, Inc.)		No Response
ATD-AMERICAN		No Response
ATI Restoration LLC (ATI Restoration LLC)		No Response
Atlantic Trading Company (Atlantic Trading LLC)		No Response

Atlas Safe Rooms		No Response
Atmos-Tech Industries LLC.		No Response
Atos IT Solutions & Services, Inc.		No Response
AttainIt (All Business Machines, Inc.)		No Response
ATViroTech Inc. (ATViroTech Inc.)		No Response
Audio Enhancement Inc.		No Response
Audio Visual Technologies Group, inc. (Acerra Technologies. Inc.)		No Response
Audiosha (MRLMX Holdings, LLC)		No Response
Augmented Training Systems		No Response
Aura Healthcare (Sleep Rx LLC)		No Response
Auspicious Wellness LLC		No Response
Austin Air Systems, Ltd (Austin Air Systems, Ltd)		No Response
Austin Hi-Tech Restoration, Inc. (Austin High-Tech Restoration, Inc.)		No Response
Austin Mac Repair LLC		No Response
Autoclear LLC		No Response
Avenue Home Care, Inc.		No Response
Avenues International Inc.		No Response
Avid Systems, LLC	Fail	No Response
Avigilon (Avigilon)		No Response
Avinext (Avinext)		Submitted
Avision Inc.	Fail	No Response
AVS Technology		No Response
AVSANT LLC (RP Tellone and Company)		No Response
AWA Purification Technologies (Midas - JIB Enterprises, Inc)		No Response
Axis Prototypes Inc		No Response
Aztec Contractors, Inc		No Response
Azul Roofing & Construction LLC		No Response
B and H Foto & Electronics Corp.		No Response
B Prepared Restoration Blasting & Painting (Dave Payton, Jr.)		No Response
B&E MEDICAL SUPPLY AND EQUIPMENT, LLC (B&E MEDICAL SUPPLY AND EQUIPMENT)		No Response
B&K Technology Solutions (B&K Technology Solutions)		No Response
B9Creations LLC.		No Response

BadgePass		No Response
Bailey Manufacturing Company		No Response
Bakers Safe and Lock Co.		Unsubmitted
Ballistiglass (Ballistiglass)		No Response
Ballou Fire Systems (Ballou Fire Systems)		Submitted
Balm of Gilead (MannaMedia, LLC)	Fail	No Response
Band Today		Viewed
Bandana Supply LLC		No Response
Barcodes Inc (Barcodes LLC)		No Response
Barcom Technology Solutions (Jet Web Communications)		Viewed
Barracuda Networks, Inc.		Viewed
Barricades Unlimited (Barricades Unlimited)		No Response
basestar inc		No Response
Bass Computers, Inc.		Submitted
Bass Roofing & Restoration LLC		No Response
BAT Security (North Texas Fire & Security, Inc.)		No Response
BATERSON TRUCK EQUIPMENT		No Response
Batjer & Associates, Inc.		No Response
Batteries Plus Bulbs (SYDMOR, Inc.)		No Response
Bayside Builders MI LLC		No Response
BBVA Compass		No Response
BCS Performance Solutions (Building Controls and Services, Inc.)	Fail	No Response
BCS,INC (Business Communications Systems, Inc)		No Response
Be Industries LLC (LDR Investment Group LLC)		No Response
Beautiful Brains		No Response
Beckers School Supplies (Charles J Becker & Bro. Inc.)		No Response
Beckwith Electronic Engineering Company		No Response
BELLA+CANVAS		No Response
Bell's Security Sales Inc		No Response
Belton Glass & Door (BG&D LLC)		No Response
Ben E. Keith Company		No Response
Benchmark Health (Pacific Bridge Sourcing Management)		No Response

Berry Dunn McNeil & Parker, LLC (BerryDunn)		No Response
Beshears Construction Inc		No Response
Best Fire Protection (Best Fire Protection, LLC)	Fail	No Response
Best Home care medical & surgical Supplies inc		No Response
Better Power, Inc. (Better Power, Inc.)		No Response
Beverly Knits Inc. (Beverly Knits Inc.)		No Response
Beyond Driven Technologies (Beyond Driven Technologies)		No Response
Bg Chemical, LP		No Response
Bhatt Commercial, Inc. (Lee Office Solutions)		No Response
Big Frog Custom T-Shirts & More of Humble (LunLun Angel Enterprise, LLC)		No Response
BIG TEX XPRESS LLC (BIG TEX XPRESS LLC)		No Response
Binary Signs Inc.		No Response
Binyod LLC		No Response
BioFusion Supply (BioFusion, llc)		No Response
BioGenSolutions, LLC		No Response
Biologique Solutions LLC		No Response
BIOMD, LLC		No Response
BIO-ONE DFW (LONE STAR HALOS LLC)		No Response
BioPURE (Jpete enterprises)		No Response
Bison Controls, LLC (Bison Controls, LLC)		No Response
Bison Production Company		No Response
BIT Direct		No Response
Bits Technical Corporation		No Response
BizSupplies		No Response
BJackson Enterprises LLC		No Response
BJ's Promotions		No Response
Black Fox Services LLC		No Response
Black Shield Group LLC	Fail	No Response
Blackhawk Integrations		No Response
Blackline Safety Corp		No Response
Blackswan Cybersecurity		Submitted
BLAIR COMMUNICATIONS, INC.		No Response

Bledsoe Corp (Anthony Bledsoe)		No Response
Blue Chip Wholesale Supply Inc		No Response
Blue Eagle Security Solutions LLC (Balzarini)		No Response
Blue Iron Technologies		No Response
Blue Line Consulting & Safety Services		No Response
Blue Plains Technology, LLC		No Response
Blue Refuge LLC		No Response
Blue Sky Technologies LLC		Submitted
Bluejacket Industries Materials, LLC		No Response
BlueRock CG, LLC (BlueRock CG, LLC)		No Response
BlueVantage, LLC		Submitted
Bluewave Security (Bluewave Security)		No Response
Bluff City Electronics (Bluff City Distributing)		No Response
BMCTEX ENTERPRISES LLC		No Response
BMS CONSTRUCTION		No Response
Bob Moore Ford LLC		No Response
Bobby Smallwood Construction, Inc.		No Response
BobTack LLC		No Response
Bolo Stick LLC		No Response
Border States Electric Supply		No Response
Borgo Contract Seating (Borgo Upholstery Ltd.)		No Response
BOTACH INC		No Response
Boxes 4 U, Inc		No Response
BrandArmor™ (The Color Spot)		No Response
Brayco	Fail	No Response
Brayco Business & Creative Services		No Response
Brazos - Valley Division, LLC	Fail	No Response
Brenham Office Supply (Xpress Office Products, Inc.)		No Response
BridgeNet Communications, LLC		No Response
Brigade Electronics		No Response
Brigade Fire Solutions, LLC		No Response
Bright Light Technologies LLC		Submitted

BRIGHTCENTRA, INC.	Submitted
Brighten Technology Solutions	No Response
BrightWatch LLC	Submitted
Brinton Security Services (Brinton Electric Security Services LLC)	No Response
Broadwater International, Inc.	No Response
BRODART CO	Viewed
Brookstone Restoration (Brookstone Building Company, LLC)	No Response
Bruce's General Construction Inc.	No Response
BryComm, LLC	Submitted
BTG Products (Buffalo Technology Group, Ltd.)	No Response
Bullock Investigations & Security (Bullock Investigations)	Submitted
Bulwark Fire Protection LLC	No Response
Bunting Electric, Inc.	No Response
Burgoon (Evco Partners LP)	No Response
Burlington Industries	No Response
Burris, Inc.	No Response
Business Furniture Inc.	No Response
Business IT Service Corps, LLC	No Response
Butler Business Products	No Response
Butlers Tinting LLC	Unsubmitted
Buttonwood	No Response
BVI RESOURCES (BEAUTIFUL VENTURES INC)	No Response
By Love Inc.	No Response
BZ DEFENSE LLC	Unsubmitted
C & I Electrical Supply Corp.	Viewed
C Air S Mechanical	No Response
C and C Group	No Response
C and R Services (Rackley Services LLC)	Submitted
C Squared Networks	No Response
C&C Detection Technologies and Barriers, Inc. (C&C Detection Technologies and Barriers, Inc.)	No Response
C&C JANITORIAL SUPPLIES, INC.	No Response
C. Link Corporation LLC	No Response

C. Miller Drilling, Inc.	No Response
C+A GLOBAL (C+A GLOBAL)	No Response
C2 Threat Solutions	No Response
C6 Solar Control	Viewed
Cable Com Inc	No Response
Cablenet Solutions	No Response
Cabling and Wireless Solutions (Cabling and Wireless Solutions of TX INC)	Submitted
CADS Technical Services LLC (CADS Technical Services LLC)	No Response
CAE Healthcare, Inc.	No Response
CalAmp Corporation	No Response
Calidad Construction, LLC	No Response
Camcor, Inc.	No Response
Campus Safety Products	No Response
Capital Construction Group	No Response
Capital Medical LLC (Capital Medical LLC)	No Response
Capitol Electronics, Inc (Capitol Electronics Sales Inc)	No Response
CAPP INC	No Response
Caprice Electronics Inc.	No Response
Capricorn Diversified Systems, INc.	No Response
Car Wrap City	No Response
Cardiac Life Products Inc (Cardiac Life Products Inc)	No Response
Care First Medical, INc.	No Response
Care Security Systems	No Response
Career Uniforms (Career Uniforms / Designs Plus, Inc.)	No Response
Carefree Janitorial Supply (Carefree Janitorial Supply)	No Response
CareHawk USA	No Response
Carlisle Power Systems Inc	Viewed
Carolina Microwave Associates, Inc. (Carolina Microwave Associates, Inc.)	No Response
Cartagena Sun DBA Be Ready Medical Supply (Cartagena Sun DBA Be Re Fail ady Medical Supply)	No Response
Carter Alan International	No Response
Cartodyne LLC	No Response
Caruth Protection Services	Submitted

CAS Med Consultants	No Response
CAS Severn (CAS Severn)	No Response
CASE Systems, Inc.	No Response
Castleberry Services, Inc.	No Response
Castletop Logistics LLC	No Response
CatapultK12 (CatapultK12)	No Response
Caytan	No Response
CB Essential Solutions	No Response
Cbs Dme & Medical Supplies	No Response
CC Distributors, Inc.	No Response
CCI of Arkansas, Inc.	No Response
CDM7 LLC (CDM7 LLC)	No Response
CDW Government LLC	No Response
CED Midland (Consolidated Electrical Distributor)	No Response
CEIA USA LTD	No Response
Cellteks	Viewed
cellular data solutions	No Response
CENCO INC. (C & Y CHEMICAL CORPORATION)	No Response
Cenmed Enterprises, INC (Cenmed Enterprises)	No Response
Centegix LLC (34ED)	Submitted
Cen-Tex fire and Security (Cen-Tex fire and Security)	No Response
Centex Technologies (Remedy Technological Services, L.P.)	No Response
Central Electric (Central Electric)	No Response
Central Florida Wiring	No Response
Central Technologies Inc (Central Knox)	Submitted
Central Texas Security & Fire Eq. Inc.	No Response
CentralSquare Technologies, LLC	No Response
CENTRIC International, Inc (CENTRIC International, Inc)	No Response
Centurion Solutions LLC	No Response
centurylink	No Response
CERK Security (CERK Security Inc.)	No Response
CERTAINSUPPLY (Kafkaford Holdings Inc.)	No Response

CESMG (Creative Entertainment Services & Management Group, LLC)	No Response
Cetrix Technologies LLC (Cetrix Technologies LLC)	No Response
CFE Services (May Enterprises, Inc)	No Response
CGI Systems Group, LLC	Submitted
Chabrier Logistics Inc (Chabrier Logistics Inc)	No Response
Chalks Truck Parts	No Response
Channing Bete Company, Inc.	No Response
Charter Textbooks, Walker Bookstore, Alliance Book Services (Mark My Words LLC)	No Response
Chemsearch FE (Chemsearch & Partsmaster NCH Corporation)	No Response
Chemsol Services, Inc.	No Response
Choice Promotions LLC	No Response
CIELO OFFICE PRODUCTS	No Response
Cielo Systems (Cielo Systems International)	No Response
Circle Industries	No Response
CirrusXChange	No Response
Citadel Sciences	Viewed
City Colors Digital Printing Center, Inc	No Response
City Fire Protection LLC	No Response
CJIS GROUP LLC (CJIS GROUP LLC)	No Response
Claridge Products and Equipment, Inc.	No Response
Clark Collection LTD	No Response
Clark Professional Cleaning (Clark Professional Cleaning LLC)	No Response
Claycomb Associates Architects	No Response
Clayton Total Gym	No Response
Clean and Healthy Products Inc.	No Response
Clean Harbors Environmental Services	No Response
Clean It Industrial	No Response
Clean Solutions	No Response
Clean Surface LLC	No Response
Cleanint, LLC	No Response
Clear Connection Communications, LLC	No Response
Clear Sky Group, LLC	No Response

ClearChoice Industrial Supplies LTD		No Response
ClimaGuard		No Response
Climatec LLC		No Response
Climatec LLC	Warn	No Response
Cloud Ingenuity (Cloud Ingenuity)		Submitted
CloudGavel LLC		No Response
CLS Technology Inc.		No Response
CM3 Building Solutions, Inc.		No Response
CMC Construction Services (CMC Steel Fabricators)		No Response
CMC Network Solutions		Submitted
CMG Hive LLC		No Response
CNC Pro Audio Video		No Response
CNW Merchandising		No Response
Coaching Systems LLC (Coaching Systems LLC)		No Response
Coast EMS, LLC		No Response
Coastal Inovations, LLC		No Response
Coastal Remediation (Coastal Remediation)		No Response
Code Red (Code Red Youth of the Nation)		No Response
Coherent Cyber, LLC		Submitted
Coley and Associates		No Response
Collins Solutions LLC	Fail	No Response
Colonial Roofing & Construction LLC		No Response
Comar Technologies, Inc.		No Response
Command Sourcing, Inc.		No Response
Commenco		No Response
Commercial Air Inc.		No Response
Commercial Building Systems, Inc.		No Response
Commercial Electric, Inc.		No Response
Commercial Restoration Company		No Response
Commercial Sales & Service, Inc.		No Response
Commercial Technology Contractors Inc.		No Response
Commercial Technology Group, LLC		No Response

COMMITMENT GATE LLC	No Response
Common Cents EMS Supply LLC	No Response
Communication Concepts (Communicon, Ltd)	Submitted
COMMUNICATION CONSULTANTS, INC..	Viewed
Communication Specialists Contracting	No Response
Communication Systems Int. LLC DBA CSI	No Response
Communication Technologies Inc	No Response
Communications Etc. (Communications Etc., Inc.)	No Response
Communications Technologies, Inc. (Communications Technologies, Inc.)	No Response
COMPanion Corporation	No Response
Competitive Choice	No Response
Complete Computing Solutions (Complete Computing Solutions)	No Response
Computer Information Systems Inc. (Computer Information Systems Inc.)	No Response
Computer Rescue (CRSA Computer Rescue)	No Response
Computer Solutions (Great South Texas Corp)	Submitted
ComSource, Inc.	Unsubmitted
Comtech Communications of Georgia Inc. (Com-Tech) (Comtech Communications of Georgia Inc. (Com-Tech))	No Response
Con10gency Consulting (Con10gency Consulting)	No Response
CONCIERGEpad LLC	No Response
Concord Electric Supply (City Electric Supply)	No Response
Condor 2Way Radio LLC	Unsubmitted
Conference Technologies, Inc.	No Bid
Connect Technology Group (Connect Technology Group, LLC)	Unsubmitted
Connected Cities Integrators, Inc.	No Response
Connectivity Source (Lipsey Communications LLC)	No Response
CONSCENDO AVIATION INVESTMENTS LLC	No Response
Consolidated Containment	No Response
ConstructConnect	Viewed
Constructech of America LLC	No Response
Construction bid source	No Response
Construction Journal	No Response
ContactEngine Inc.	No Response

Contech Contractors Inc		No Response
Contemporary Services Corporation		No Response
Continental Wireless Inc		Submitted
Continuum Restoration Services, LLC		No Response
Control Systems Solutions, Inc.		No Response
Control Technologies, Inc.		Viewed
Controlled Environments, Inc.		No Response
CONTROLTEK USA (Control Group Companies, LLC)		No Response
Convergence Technologies		No Response
Convergentz Building Systems LLC		Submitted
Cook & Boardman Group (Cook & Boardman Group)		Viewed
Coolhead Inc. (Coolhead Inc.)		No Response
Cooper Lighting, LLC dba Cooper Lighting Solutions.		No Response
Copper State Bolt & Nut Co (Jodie & Sarah)		No Response
Core 24/7 Restoration (Core 24/7 Restoration)		No Response
Core by KHI Restoration (KHI Construction LLC)		No Response
CORE Projects Group		No Response
Corporate Relocators, LLC		No Response
Corporate Technology Solutions LLC		No Response
COTHRONS SAFE AND LOCK CO INC (COTHRONS SAFE AND LOCK)		No Response
Cott Systems, Inc.		No Response
Coultek Consultants inc		No Response
Covid Control Services LLC (Covid Control Services LLC)		No Response
COVID Killers	Fail	No Response
COVID-19HelpCalifornia (COVID 19 Help California)	Fail	No Response
Covington Commercial Furniture (Best Furniture In Town, Inc)	Fail	No Response
Cowboys Roofing		No Response
CR Ishmael Construction, Inc.		No Response
Crescent Parts & Equipment		No Response
CrimeTech Inc		No Response
CrisisGo Inc. (CrisisGo Inc.)		No Response
Crisp-LaDew Fire Protection Co. (A. W. Crisp Fire Sprinkler Inc.)		No Response

critical edge inc.		Submitted
Critical Response Group, Inc.		Submitted
Critical Tech Solutions (Propel OPS, LLC)		Submitted
Croseberry, Inc. (Automatic Door Sales & Service, Inc.)		No Response
CROSS SYSTEMS (TC CROSS LLC)	Fail	No Response
Crossroad Communications, Inc.		No Response
Cross-Wired Computers		No Response
Crow Aerial Consulting		No Response
Crowd Control Warehouse (Crowd Control Warehouse)		No Response
Crowley Government Services, Inc. (Crowley Government Services, Inc.)		No Response
CSI: Lubbock Communication Services and Installation (Hohenberger, Inc.)		Submitted
CTCR Video, Inc.		No Response
CTGG,Inc (CTG,Inc)		No Response
CTS Group (CTS Group)		No Response
CUE Construction Services, LLC		No Response
Cummins Mid-South, LLC		No Response
Cumulus Global (Horizon Info Services, LLC)		No Response
Cuna Supply LLC		No Response
Curtis H Stout Inc		No Response
Curtis Stout A/V		Viewed
Custom Access & Integration (Custom Access & Integration)		Submitted
custom cellular concepts, corp		No Response
Custom Electronics Inc.		No Response
CV INDUSTRIAL HARDWARE LLC		No Response
CVP Business Ventures LLC (Wilson)		No Response
Cyber Defense Labs (Cyber Defense Labs, LLC.)		No Response
Cynamics		No Response
Cynergy Technology (Tyler Communication Systems, Inc.)		No Response
Cytek Media Systems, Inc. (Alan Apel)		No Response
D & H Quality Construction		No Response
D&W Quality Services LLC.		No Response
DAC 2 MEDICAL SERVICES		No Response

DAC, Inc. (Digital Air Control, Inc.)		No Response
DACO FIRE EQUIPMENT		No Response
Daise Management, LLC (Alfred Daise)		No Response
Dal Kawa Hunter Power Sports (Hunter Power Sports LLC)		No Response
Dallas Automatic Gate (Dallas Automatic Gate, Inc)		Submitted
Dallas Door & Supply Co		No Response
Dalworth Restoration		No Response
Daly Computers, Inc.		No Response
Dana Safety Supply		No Bid
DandR Corp (DandR Corp)	Fail	No Response
Danlee Medical Products, Inc. (Danlee Medical Products, Inc.)		No Response
DashCo LLC		No Response
DasNet Corporation (DasNet Corporation)		No Response
Data Network System		No Response
Datacomm Services Corporation		Submitted
DataDefense Partners		No Response
DataVox (DataVox, Inc)		No Response
DataXport.Net LLC		No Response
David's Janitorial Inc.		No Response
Day Business Services LLC		No Response
Dayco Construction, Inc. (Dayco Concrete and Metal Building Specialists, In c.)		No Response
Daycon Products Co Inc		No Response
Daystar Filters (Daystar Instruments)		No Response
DBISP, LLC (DBISP LLC)		No Response
DC DENTAL LLC (DC DENTAL LLC)		No Response
Dealmed Medical Supplies, LLC		No Response
Decoulant Inc		No Response
DEEPKA IMPORT LLC (DEEPKA IMPORT LLC)		No Response
Dees Paper Co Inc (Troia)		No Response
Defensify, LLC		No Response
Defenz Special Systems LLC		Submitted
Defiance Industries, LLC		No Response

Deftech (High Definition Technologies)	No Response
Delcom Group	No Response
Dependable Staffing (Dependable Business Solutions)	No Response
DeSantis Solutions (DeDeavors Corp.)	No Response
DFW Communications Inc	No Response
DFW Security Protective Force	No Response
DFW Threat Management and Response Group, LLC	No Response
DGR United	No Response
DH Pace Company Inc (DH Pace Company Inc)	No Response
DiaMedical USA Equipment LLC	No Response
Diamond Business Services, Inc (Diamond Business Services, Inc)	Submitted
Diamond Legacy Group LLC	No Response
Diebold	No Response
Digi Security Systems (Digi Security Systems, LLC)	Submitted
Digital Ally, Inc.	No Response
Digital Connections, Inc. (DCi)	No Response
Digital Dolphin Supplies	No Response
Digital Effects Signs and Graphics LLC	No Response
Digital Highway Incorporated	No Response
Digital Technology Solutions	No Response
DIRECTS SECURITY CONCEPTS	No Response
Discount Cleaning Products (Discount Cleaning Products LLC)	No Response
Discount Two-Way Radio Corporation (Discount Two-Way Radio Corporation)	Unsubmitted
Discovery Information Technologies, Inc.	Submitted
DisinfectCARE (Global Disinfection Group Inc.)	No Response
Disinfx (Antimicrobial Treatment Program)	No Response
DISINFX LLC	Unsubmitted
Distribution International	No Response
DiVal Safety	No Response
Diverse Mobile Technologies LLC	No Response
Divine Sound	No Response
Dixie Paper Company Inc.	No Response

DJ's Fire & Safety (DJ's Fire & Safety)		No Response
DLK Medical Technologies, Inc (DLK Medical Technologies, Inc)		No Response
DMI Technologies Inc (DMI Technologies Inc)		No Response
DMZ Environmental and Safety Systems		No Response
DOC Development Inc		No Response
Document Daily LLC		No Response
DODGUIDONS (Juana L. Magnon)		No Response
Dominisii, Inc		No Response
Doral Digital Reprographics Corp		No Response
dormakaba USA Inc		Submitted
Double First Medical, LLC		No Response
Dougan Environmental Control Inc.		No Response
Dowley Security Systems (Dowley Security Systems)		Submitted
Dragon's Eye Construction (CDL OPERATIONS LLC)		No Response
DRC Emergency Services, LLC		No Response
Dri Right Restoration Services of Texas		No Response
DRIPS, LLC / Big Bags USA (Disaster Relief & Innovative Protection Systems, LLC)		No Bid
Driven Security		No Response
Driver Technology Consulting, LLC		No Response
Drug and Alcohol Testing Compliance Services (Connie D Hagen, Inc)		No Response
Drymore (DryMore Company)		No Response
D'S VENTURES, LLC DBA LOGMET SOLUTIONS (D's Ventures, LLC)		No Response
DSC (Design Security Controls LLC)	Warn	No Response
DSI LTD (Detection & Suppression International LTD)		No Response
Duke Controls, Inc.		No Response
DukeSys (DukeSys)		No Response
Dunk Fire and Security Inc		Submitted
Dura Products Industries LLC		No Response
Durable Textile Solutions (DT Solutions LLC)		No Response
DV Solutions LLC (DV Solutions LLC)		No Response
DVO-USA INC.		No Response
DYMEC (DYMEC)		No Response

DYNAMIC MOBILE SOLUTIONS LLC		No Response
Dynamic Network Solutions		No Response
Dynamic Preparedness Services		No Response
Dynamic Sports Construction Inc		Viewed
DYNASTY GROUP USA LLC (DYNASTY GROUP USA LLC)		No Response
E D I Communications		No Response
E Logic Inc		No Response
e.Norman Security Systems, Inc. (Gulczynski)		No Response
E2 Optics, LLC		No Response
Eagle Barricade, LLC		No Response
Eagle Eye Media LLC		No Response
EAI Education (Eric Armin Inc)		No Response
East Texas Alarm		No Response
EAST TEXAS AUTO AIR & GLASS (Schaetz Enterprises Inc.)		No Response
East Texas Instruments		No Response
Easter's Lock & Security Solutions		No Response
Easton Excavating and Construction, Inc.		No Response
Ebisu Supplies LLC		No Response
Echelon Distribution		No Response
Echo Publishing Company Inc		No Response
Ecoimprint		No Response
EcoLite International, LLC		No Response
Ecomnet USA INC (Ecomnet USA INC)	Fail	No Response
Ecoroq of Texas LLC		No Response
Eco-Tec, Inc. (ADSORBIT)		No Response
ECR Sales & Service, Inc.		Viewed
EDI360 USA, Inc		No Response
EDI-USA (EDI-USA)		No Response
Education Networks of America		No Response
Education Safety Solutions (Direct Safety Solutions)		No Response
Education Technologies, Inc.		No Response
Educational Biometric Technology (Robert Engen)		No Response

EduTech Inc. (EduTech Inc.)	No Response
Efficient Facilities International	No Response
EFORCE Software (Intellichoice, Inc.)	No Response
EGA Technology Solutions, LLC	No Response
Elbon Services LLC	No Response
ELECTRICAL CONTROLLER PRODUCTS	No Response
Electronic Contracting Company inc	No Response
Electronic Systems Technologies, Inc	No Response
Electro-Optical Technologies, Inc.	No Response
Electro-Technical Industries, Inc	No Response
Elevated Experts (Elevated Experts)	No Response
Elite Solutions Inc	No Response
ElstonAire Inc. (A/C Geeks)	No Response
Elyon Fire & Life Safety	No Response
EMC Integrated Systems Group (Marshall Marketing Services Inc.)	No Response
Emcar Global Solutions	No Response
eMed Healthcare (Federated Health Care Supply)	No Response
Emerald Coast Vision Aids, Inc.	No Response
Emerald Professional protection Products (Pro-Stat Inc.)	No Response
Emergency Medical Products	No Bid
Empire Drone Co LLC	No Response
Empire Glory Electronics	No Response
Empire Win-Door (Empire Energy Specialists Inc.)	No Response
Encore Brandz Company	No Response
Endex of Oklahoma, Inc (McCown)	No Response
Enel X North America (Enel X North America)	No Response
Energy Pros (PER, LLC)	No Response
Enerspect Medical Solutions LLC	No Response
Ener-Tel Services I, LLC	No Response
Engie Services U.S. Inc (Engie Services U.S. Inc. formerly OpTerra)	No Response
ENGlobal Government Services, Inc (ENGlobal)	No Response
Enseo, Inc	No Response

Entec Solutions LLC (Entec Solutions LLC)		No Response
Enterprise Security Solutions of Texas (Enterprise Security Solutions of Texas, Inc.)		No Response
Enterprise Systems Corporation		No Response
Entry Shield (Entry Shield Security LCC)		Submitted
Enviro Services Inc		No Response
Environmental Compliance Corp., LLC dba We Pad It		No Response
Environmental Enterprise Group, Inc.		No Response
Environmental Quality Services, LLC		No Response
EOLA POWER LLC		No Response
Epic Solar Control		Submitted
ePlus Technology, inc.		No Response
EPS (Innovative Hardware, Inc)		Submitted
ER Assist Inc		No Response
ERFA Group LLC		No Response
ESA Solutions LLC		Viewed
ESC Brands LLC (ESC Brands LLC)		No Bid
eSpecial Needs (eSpecial Needs)		No Response
Essential Cyber Solutions (Essential Cyber Solutions)		No Response
Eternal Media Solutions LLC (Eternal Media Solutions LLC)		No Response
ETI Lighting LLC (ETI Lighting LLC)		No Response
Ever Ready First Aid & Medical Supp (SZY HOLDINGS LLC)		No Response
Everon Clean		No Response
Everon Green Energy Solutions (Everon Green Energy Resources LLC)		Viewed
Eversafe Security Solutions (Sani Fresh Hygiene Services LLC)		No Response
EVERYTHINGBRANDED USA INC		No Response
Evolution Outdoor		No Response
EWI Constructors (EWI Constructors)		No Response
Exceed Staffing		No Response
Excelsior Solutions LLC		No Response
Executive Window Tinting (Clearview Tinting)	Fail	No Response
Experimac (Malachi National Corporation)		No Response
Expert Services, LLC		No Response

Extraco Technology		No Response
EZ-ACCESS, a dba of Homecare Products, Inc		No Response
FA Technologies		Submitted
Fabricon Modular		No Response
Facility Engineering Associates, PC		No Response
Facility Solutions Group Inc		Submitted
FAME Enterprises (Texas IIC Product Sales, LLC)		No Response
Family Business Properties LLC		No Response
Famtec Surveillance (Famtec Inc.)	Fail	No Response
FastSigns 150501 (Samaya Investments LLC)		No Response
Fastsigns College Station (KB & KB Enterprises)		No Response
FB Consulting		No Response
Featherston Media		No Response
FEBA, Inc. (FEBA, Inc.)		Unsubmitted
FED Environmental LLC		No Response
Federal One Supplies LLC (Federal One Supplies LLC)		No Response
Federal Provider		No Response
Federal Signal Corporation		No Response
Fedora Intertech, LLC		Submitted
Ferguson Facilities Supply (Ferguson Facilities Supply)		No Response
FERN Environmental, LLC		No Response
Fire Detection and Protection (Reliable Fire Protection)		No Response
Fire King		No Response
FIRE SAFE PROTECTION SERVICE LP		No Response
Fire Safety Solutions Inc.		No Response
Firefighter One LLC		No Response
Firemans Paving Contractors (Firemans Paving & Supplies, LLC)		No Response
FireSign Inc. (FireSign Inc.)		No Response
Firetrol Protection Systems, Inc		Viewed
FireTron Inc		Submitted
FireWire Leds		No Response
Firmins Business Essentials (CMBC Investments)		No Response

First Call PPE LLC		No Response
First Defense Solutions (First Defense Solutions)		No Response
First Match Services, Inc. (First Match Services, Inc.)		No Response
First Onsite Property Restoration (Interstate Restoration, LLC)		No Response
First Service Technology (ME Interests)	Fail	No Response
Fisher Science Education (Fisher Scientific Company, LLC)		No Bid
Fisk Electric Company		No Response
Five Star WIndow Coatings (Chames LLC)		No Response
FIZUAS (Fix In A Zip, LLC)		No Response
FleetMind Solutions Inc	Fail	No Response
Fleming Controls and Power Specialties Inc.		No Response
Fleming Electric		No Response
Fleming Network & Security Services, Inc.		Submitted
Fletch Window Tint (Fletch Window Tint)		No Response
Flintco (Flintco)		No Response
Flip Lok		Submitted
Flores and Associates, LLC (Flores and Associates, LLC)		No Response
Flynco, Inc.		No Response
FNS Communications, LLC		Unsubmitted
Foam Products Corporation		No Response
Foresight Services		No Response
Forestry Supplier Inc		No Response
Fort Worth Combatives (Sudo Dynamics LLC)		No Response
Fortress Mobile (Fortress Systems International, Inc.)		No Response
Forum Brands, LLC		No Response
Fox Scientific Inc.		No Response
Frank A. Rogers & Co.		Viewed
Frasier-Ousley Construction and Engineering, Inc.		No Response
Freeman Systems LLC		No Response
French Gerleman Electric Company		No Response
Froggys Fog LLC		No Response
Frontier Mortuary Supply		No Response

Frontier Waterproofing Inc.	No Response
Frontline Sanitizer, LLC	No Response
FTI Belman	No Response
FTW Safety and Industrial Supplies, LLC	No Response
Full Circle Technologies	Unsubmitted
Fureigh Electric	No Response
Future Buildings (Future Sales (U.S.), Inc)	No Response
Future Stitch Inc	No Response
Future Tech AV Integrations	No Response
G&G International, LLC (G&G International, LLC)	No Response
G2 General Contractors (GG Contractors LLC)	No Response
Gage Telecom LLC	No Response
Galaxy Next Generation	No Response
Galaxy Products LLC	No Response
Gallo Medical Company	No Response
Galls, LLC	No Response
Gant Global Services, (GGS), Inc	No Response
GarCom, Inc.	Submitted
Garnet Dynamics Inc	No Response
Garrett Metal Detectors (Garrett Electronics, Inc)	Submitted
Garrison Systems, LLC.	No Response
Gatekeeper Systems Inc.	Submitted
Gateway Sight & Sound, LLC (Gateway Engineering, Inc)	Submitted
Gaumard Scientific Co., Inc.	No Response
Gaylord Archival	No Response
GBC Supply (GBC Supply)	No Response
Gebco Hawaii - A Division of IdentiSys (IdentiSys, Inc.)	No Response
Geeks of Technology LLC	No Response
Gemalto Cogent Inc	No Response
Gene IQ, LLC	No Response
General Datatech, L.P.	No Response
General Medical Devices, Inc (AED PROFESSIONALS)	No Response

General Supply Company		No Response
Generations Technologies Inc.		No Response
Generator Service Center		No Response
Genesis Business Communication Solutions (Genesis Telecom)		No Response
Genesis Datacom		Submitted
Genetec, Inc.		Submitted
GeoBasket LLC	Fail	No Response
George Courey Inc. (George Courey Inc.)		No Response
Georgia Time Recorder Co Inc (Georgia Time Recorder Co Inc)		No Response
GermBlast (Infection Controls, Inc.)		No Response
GilCat Solutions (Gloria Lastra)		No Response
Gill Digital Services, LLC		No Response
GIMDx, Inc.		No Response
Gipson Security Solutions LLC		No Response
GK Trading LLC		No Response
Glass Doctor of Bell County TX (Mello D Enterprises llc)		No Response
Global Alarm (Green Enterprises LLC)		No Response
Global Business Solutions LLC	Fail	No Response
Global Fuel Recovery		No Response
Global GovEd (PCMG, Inc. dba Global GovEd)		No Response
Global GRAB Technologies, Inc. (PVPII-FNSS Acquisition Inc.)		Submitted
GLOBAL INDUSTRIAL		No Response
Global Investments Intl. Corp.		No Response
Global Medical Imports LLC.	Fail	No Response
Global Merchandising59 and Associates LLC		No Response
GLOBAL ORDNANCE (GLOBAL ORDNANCE)		No Response
Global Technologies (JAF III Technologies Inc)		No Response
Global TechOps Inc.		No Response
GlobalTech Public Safety Equipment (GlobalTech Public Safety Equipment)		No Response
GLOBE ELECTRIC SUPPLY COMPANY, INC.		No Response
Go To Services Inc	Fail	No Response
Gold Eagle Co		No Response

Gold Station Medical (Gold Station Capital, LLC)		No Response
Goldbelt Security (Goldbelt Security, LLC)		No Response
Golden Wolf, LLC		No Response
Goodson Golf & Utility Cars (GALG, LLC)		No Response
goSafe (W. Joe Shaw, LTD)		No Response
Gov 6 Corp		No Response
GovConnection Inc		No Response
Government Contract Consultants LLC		No Response
Government Supply Services		No Response
Govgroup		No Response
Grace Communications, Inc.		No Response
Graco Mechanical, Inc		No Response
Granchelli Construction, LLC (Granchelli Construction LLC)		No Response
Granilux Solutions (Granilux Holdings Inc.)		No Response
Gray Manufacturing Company, Inc.		No Response
Great Lakes Kwik Space		No Response
Great Southwestern Fire & Safety (Guy Brown Fire & Safety)		No Response
Green Arc Supply, LLC		No Response
Green Dream International LLC		No Response
Green Frog Systems, Inc. (Green Frog Systems, Inc.)		No Response
Green Technology Network Solutions, Inc.		No Response
Green Technology Specialists		No Response
GreenPages, Inc.		No Response
Greenpath Logistics (NGV Global)		No Response
Greenstar Products, Inc.	Fail	No Response
Griffin Technology Services		No Response
GRIFFITH'S, INC (GRIFFITH'S, INC)		Unsubmitted
Groves Industrial Supply		No Response
GrueneTG (Gruene Technology Group, LLC)		No Response
GSD Operations Inc		No Response
GT DISTRIBUTORS, INC		No Response
GTIN Managed IT (Greater Texas Internet Services, LLC)		No Response

Guard- All Building Solutions (GABS LLC)		No Response
Guard Tronic, Inc.		No Response
Guard911		Viewed
Guardian Bastille, LLC		Submitted
Guardian Industrial Supply		No Response
Guardian PI Inc		No Response
Guardian Security Solutions LC		Submitted
Guido Construction Company, Inc.		No Response
Gulf Coast Security Services, Inc.		No Response
Gumbo Medical, LLC (Gumbo Medical, LLC)		No Response
GUNFIGHTER SUPPLY, LLC		No Response
GuruMD (GuruMD Virtual Med Inc)		No Response
Guru's Gear (GuruAvtar Sunnivagora)		No Response
GUY Engineering Services, Inc. (GUY Engineering Services, Inc.)		No Response
GXC Inc		Submitted
H.H. Howard & Sons, Inc.		No Response
H.L. Flake Security Hardware (Herbert L. Flake Company, LLC)		No Response
H1_K9 Consultants (H1_K9 Consultants)		No Response
Hadco Inc		No Response
Hall Pass (CompuData Solutions, LLC)		Submitted
Hand Safety, LLC		Unsubmitted
Hanesbrands Inc. (Hanesbrands Inc.)		No Response
Harbor Fire Protection Inc. (Harbor Fire Protection Inc.)		Viewed
Harbor Freight (Harbor Freight Tools USA, Inc.)		No Response
Harcourt Outlines, Inc. (Harcourt Industries, Inc.)		No Response
Harleysville Ace Hardware (Harleysville Ace Hardware)		No Response
Harrison and Frances Medical Supplies	Fail	No Response
Harrison Walker and Harper		No Response
Hartson Total Opening Inc.		No Response
Harvest Technology Group Inc		No Response
Hawkins Lease Service, Inc		No Response
Haz-Mat Services Inc (Haz-Mat Services Inc)		No Response

Health Products For You (Quaisar Enterprises LLC…)		No Response
HealthECo LLC		No Response
HealthTransit (HealthTransit)		No Response
HealthTrust		No Response
Healthy School Supply, LLC		No Response
Hearts and Family Foundation		No Response
HeartSafe America, Inc.		No Response
Helping Hands of the Verbally Abused (Helping Hands of the Verbally Abused)		No Response
Helping Hands Services (Darshunda Osioh)		No Response
Henry Frank Wholesale Ltd.		No Response
Henry Schein Inc		No Response
Hermann Alarms, LLC (Hermann Alarms, LLC)		No Response
Herries Consulting		No Response
Heskins LLC		No Response
Hewitt Electric Company Inc.		No Response
HG Fire Systems, LP		No Response
HHM Facility Management, LLC		No Response
Hi-Fidelity (Hi-Fidelity)		No Response
Higher Wire Technology Associates, Inc.		No Response
HILDR Group		No Response
Hi-Line Styling (Hi-Line Enterprise)		No Response
His -N- Hers Handy Services LLC		No Response
Hi-Speed Supply (G&E Aguilar LLC)		No Response
HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION)		No Response
HiTouch Business Services, LLC		No Response
Hoffpauir Outdoor uperstore (Jim Hoffpauir Inc)		No Response
Holistic Product Group, LLC	Fail	No Response
Holzberg Communications, Inc.		No Response
Home Depot USA		No Response
Home Window Tinting & Commercial (Tim's Window Tinting, Inc)		No Response
Homeland Language Services		No Response
Homeland Safety Systems Inc		Submitted

Hometronix of Arkansas, LLc	No Response
HOMEVISION TECHNOLOGY INC.	No Response
Honesty Construction Group (HCG Management LLC)	No Response
Honeywell	No Response
Hopson Project Services	No Response
Horizon Enterprises	No Response
HORNE LLP (HORNE LLP)	No Response
Horsley Specialties, Inc.	No Response
House of Mary Lou Home Care Solutions LLC	No Response
House of Scuba, Inc. (House of Scuba, Inc.)	No Response
Houston Tents & Events	No Response
Howard Technology Solutions (Howard Industries Inc)	No Response
Howroyd Wright Employment Agency, Inc.	No Response
Huckestein Mechanical Service, Inc.	No Response
Hugg & Hall Mobile Storage (Hugg Mobile Storage Systems)	No Response
HUM'S HARDWARE & RENTAL (HUM'S HARDWARE & FURNITURE, INC)	No Response
Hunter's Refuge (Hunter's Refuge Inc)	No Response
HVAC RNTL LLC	No Response
Hydco, Inc.	No Response
Hydra International USA Ltd	No Response
Hydradry Inc.	No Response
Hydro Works Restoration Services of TX	No Response
Hytera US, Inc.	No Response
I.T.LIFT, LLC	No Response
ICON (INTERACTIVE CONTROLS INCORPORATED)	No Response
ICON Diversified, LLC	No Response
ICON Voice Networks (ICON Voice Networks)	Submitted
ICP Systems, LLC	No Response
ID Wholesaler, IDW LLC (Plasco ID Holdings, LLC)	No Response
Ideacom of Amarillo/ Ideacom of Lubbock (QLVS, Inc.)	Submitted
Ident-A-Kid Services of America LLC	No Response
Identification Equipment & Accessories LLC (ID.E.A.)	No Response

Identification Systems Group, Inc		Unsubmitted
identiMetrics, Inc. (identiMetrics, Inc.)		No Response
Identisys, Inc		No Response
IDG Services, Inc		No Response
IDIS America (IDIS America Co., Ltd)		No Response
IDN Armstrongs Inc (IDN Armstrongs Inc)		No Response
IDN-INC.		No Response
ieSmart Systems		Submitted
IGIW Sales & Edu		No Response
IHD MARKETPLACE INC		No Response
IK Network Solutions		Submitted
iMage (Eva's Day Spa, LLC)		No Response
Imageware (Imageware)		No Response
IMEG Corp.		No Response
Impact Fire Services (Century Fire Protection Systems, LLC)		No Response
Imperial Construction, Inc.		No Response
InCount Group LLC		No Response
Incursus, Inc. (Incursus, Inc.)		No Response
Indatatech (Instant Data Technologies)		No Response
INDEPENDENT HARDWARE INC		No Response
Individual (Individual)		No Response
Industrial Soap Company (Imperial Bag & Paper Co LLC)		No Response
Industrial Video & Control		No Response
Infinite Enterprises, LLC		No Response
Infodat International Inc		Submitted
INFOSYS Public Services, Inc.		No Response
Initial Response		No Response
Initium Health (Initium Health)		No Response
Ink Labs Buffalo LLC		Submitted
INK SPOT GRAPHICS, INC (INK SPOT GRAPHICS, INC.)		No Response
Innovative Emergency Management INC		No Response
Innovative Industrial Solutions Inc	Fail	No Response

Innuvo, Inc.		No Response
INPRO Technologies, Inc. (INPRO Technologies, Inc.)		No Response
Insight Global		No Response
Integrated Communications Inc		No Response
Integrated Electronics (Nobico, Inc.)		No Response
Integrated Facility Services, Inc.		No Response
Integrated Openings Solutions, LLC		Submitted
Integrity Communications		No Response
Integrity Communications Solutions LLC		No Response
Integrity Resources inc.		No Response
Intelligent AV (Intelligent Control and Communications, LLC)		No Response
IntelliSite TX, LLC (IntelliSite, LLC)		Unsubmitted
Intensa, Inc.	Fail	No Response
Interactive Solutions Inc.	Fail	No Response
Interboro Packaging Corporation		No Response
Inter-County Communications, Inc.		No Response
Interface Security Systems		No Response
Interior Environments		No Response
Interlink Group Professional Services, Inc		No Response
intermountain lock security supply (IML SECURITY SUPPLY)		No Response
International Commerce & Marketing Corp (International Commerce & Marketing)		No Response
Interquest Detection Canines of NE Texas (CDockal Canines, Inc)		No Response
Interquest Detection Canines of North Texas (Bramdak, Inc)		No Response
Interstate All Battery Center (AEM Environmental Technology)		No Response
Intertech Security		No Response
Intrepid Technologies, Inc.		No Response
Investigate Crime Protection	Fail	No Response
Involta		No Response
iOLAP, Inc. (iOLAP, Inc.)		No Response
IP Convergence LLC		Submitted
iparametrics		No Response
i-PRO Americas Inc.		No Response

iRemedy Healthcare (The iRemedy Healthcare Companies, Inc.)	No Response
IRIS USA, Inc. (IRIS USA, Inc.)	No Response
IronForge Systems	Submitted
Ironwood Cyber Inc	Viewed
ISA Fire and Security (Michael Daugherty)	No Response
Isenhour Door Products, Inc.	No Response
iSignShop (11x17 Inc.)	No Response
Isonas	No Response
IT Outlet, Inc	Submitted
IT recycling Group (IT recycling Group)	No Response
ITech Digital	No Response
ITPartners	No Response
ITsavvy	No Response
Itty Bitty Spider	No Response
IVCi, LLC (IVCi, LLC)	No Response
J and H Global LLC	No Response
J M Electronic Engineering, Inc.	Submitted
J. J. Keller & Associates, Inc.	No Response
J.S. Electric, Inc.	No Response
Jack Rabbit Off-Road (JRO, LLC)	No Response
JAG	No Response
JAG Electric (El Paso J.A.G., Inc.)	No Response
JAG Electrical & Communications (JAG Electrical)	No Response
JALEN Technologies, Inc. (JALEN Technologies, Inc.)	No Response
JAMCO Controls, Inc.	No Response
James Teleco, Inc.	No Response
JANE Construction (JANE Construction, LLC)	No Response
JANGA Technology, LLC.	Submitted
Janissary	No Response
JB Health Partners, LLC	No Response
JBI Distributors (JBI Distributors)	No Response
JC Services (JC Services)	No Response

JCon Insulation, a Texas limited liability Co dba Dependable Fire and Securi ty (Cara L. Hanna)		Unsubmitted
JE Systems, Inc.		Submitted
Jeff Wright Signs		No Response
Jefferson Medical Supply, Inc.		No Response
Jerry Murray (Gerald Wayne Murray II)		No Response
Jett Business Systems, Inc.		Submitted
Jim Lenaway		No Response
JNA General Construction (JNA General Construction)		No Response
JNB Engineering (JNB Engineering)		No Response
JNE Green Team, Inc. /Ultra Clean USA (THR Enterprises, Inc.)		No Response
JNJ Security LLC		No Response
John Lee Enterprise, LLC		No Response
John Wright Associates, Inc		No Response
JOHN-HENRY ENTERPRISES, INC		No Response
Johnson Controls, Inc.		Viewed
Jointown International (US HEALTH EXPRESS CORP)	Fail	No Response
Jones Communications LLC		No Response
Jordan Supply		No Response
Jordan's Fence Co	Fail	No Response
Journey Ed (JourneyEd.com)		No Response
JS&A Fire and Safety LLC (JS&A Fire and Safety LLC)		No Response
JTS (Johnston Technical Services, Inc.)		No Response
Justice Claims Consulting & Disaster Recovery Services LLC		No Response
Justice Claims LLC		No Response
K Con Inc		Viewed
K&F Industries (K&F Industries)		No Response
K&G Commercial Services LLC		No Response
K&K Clean		No Response
K2 SERVICES, LLC		No Response
Karios Defense Group (Karios Defense Group LLC)		No Response
KC Mark LLC		No Response
Keens-Douglas Consulting LLC		No Response

Kegley Electric Company LLC		No Response
Keller Fire and Safety (Keller Fire and Safety)		No Response
Kendnel Kasper Construction		No Response
Kennick Services LLC	Fail	No Response
Kenworth of Louisiana (Kenworth of South Louisiana)		No Response
Kerr Paper and Supply Inc	Fail	No Response
Kertrina Dauway Sales Consulting		No Response
Keyless.Co LLC		No Response
KeyWarden Systems Partners, LLP		No Response
Kharma Consulting, Inc.		No Response
KHT Electronics (KHT Electronics)		Viewed
Kickbox Leasing (Kickbox Leasing)		No Response
Kimball Midwest (Midwest Motor Supply Co. Inc.)		No Response
Kingdom Fire Pros (Kingdom Protection Services, LLC)		No Response
Kingdom Security LLC		No Response
Kings III Emergency Communications (Kings III of America, LLC)		No Response
Kirby Restaurant and Chemical Supply (Tombell Corporation)		No Response
Kishkindha Group LLC		No Response
KLC Video Security (KLC Custom Electronics)		Submitted
Kline Technical Consulting, LLC		No Response
KLM Electronic Systems		No Response
KLP Commercial, LLC		No Response
Knight Restoration Services, LP		No Response
Knight Security Systems		No Response
KNOCK OUT SPECIALTIES, Inc.		No Response
KnoTellect LLC		No Response
KOA Distribution, LLC		No Response
Koenig Solutions (Koenig Solutions LTD)		Viewed
Koetter Fire Protection of Austin, LLC		No Response
Koontz Electric Company, Inc.		No Response
KP Evolutions LLC		No Response
KPAUL		No Response

Kranco Roofing		No Response
Krish Ventures LLC		No Response
KRK Technologies		No Response
KT Black Services LLC		No Response
Kwivik THERAPEUTICS INC (Kwivik THERAPEUTICS INC)		No Response
KYD, Inc.		No Response
Kynetic Technologies LLC		No Response
L G SUPPLIES		No Response
L4 Construction & Manufacturing		No Response
Labscape (Labscape)		No Response
LABSOURCE INC		No Response
Lacys Welding LLC		No Response
Lady Liberty Group, LLC		No Response
Laerdal Medical Corporation		No Response
Lainiere Heath & Wellness (Lainiere Heath & Wellness)		No Response
Lakeland Little Rock (Lakeland Little Rock)		No Response
Laminate.com (Alps,Inc.)		No Response
Lantana Communications Corp (Lantana Communications Corp)		No Response
Lantek Audio, Video, and Communications (Lantek Audio, Video, and Communications)	Warn	No Response
lasalle printing and office supply (triple c printing)		No Response
Laser Bridge Industries LLC		No Response
Lawless Communications Group		No Response
LBO Technology, LLC		No Response
LC ID Badging Supplies		No Response
LD International llc (Fauxy Living)		No Response
LD Products		No Response
Ledwell Office Solutions (LEDWELL & SON ENTERPRISES)		No Response
Legacy Barricades Inc		Submitted
Legacy Fire Protection		No Response
Legend ID (Legend Data Systems, Inc.)		No Response
Lektrotech, Inc.		No Response
Lenovo (United States) Inc.	Warn	No Response

LevelOne Technology		No Response
Lexine, Inc.		Submitted
LGI Branding LLC		No Response
Liber Holdings LLC		No Response
Liberty Office Products (Liberty Data Products)		No Response
Life Safety Services Inc		No Response
Life Safety Systems LLC		No Response
Life-Assist, Inc.		No Response
Lifestyle Masks Inc (Lifestyle Masks Inc)		No Response
LIGHTFEATHER IO LLC		No Response
Liles Home Security (Shon Liles)		No Response
Lime Sanitizer (Lime Media Group, Inc.)		No Response
LINEV Systems US, Inc.		Submitted
littleBITS Technology, Inc.		No Response
Live Systems LLC		No Response
Llano River Fence Company, LLC		No Response
LMC Corporation (Lee Construction and maintenance Company)		No Response
LMG Sales , Inc		No Response
LNJ Capital Inc		No Response
Load-Point USA (Galaxy Solutions LLC)		No Response
LobbyGuard Solution, LLC (LobbyGuard Solution, LLC)		No Response
Lockridge Packaging, LLC		No Response
LocusUSA (Locus Diagnostics LLC)		No Response
Loftin Equipment Company		No Response
Logistics365, Inc.	Warn	No Bid
Logix Fiber Networks (Logix Communications LP)		No Response
Lone Star Communications, Inc.		No Response
Lone Star Fire & Safety LLC (Lone Star Fire & Safety LLC)		No Response
Lone Star Pharmaceuticals		No Response
Lonestar dirt work and construction LLC (Stangle)		No Response
Lonestar Lock & Access Control		No Response
Longway Broadband Services (Joseph Longway)		No Response

Los Angeles Rubber Co. DBA (Los Angeles Rubber Company)		No Response
LotusUSA, Inc		No Response
Lous Cajun Creole		No Response
Low Voltage Systems, Inc.		No Response
LSI RESEARCH		No Response
Lubbock Rent All and Supply (Lubbock Rent All)		No Response
Lucid Concepts LLC		No Response
Luminary Global (Luminary Global, LLC)		No Response
LUOYANG RESEARCH INSTITUTE OF COMPUTER SCIENCE, LLC		No Response
LV Comm-Sec, Inc.		No Response
LyncVerse Technologies		No Response
Lynx Contractors, Inc.		No Response
LZS Inc.		No Response
M&M Micro Systems Inc.		No Response
M&M Public Safety LLC		Viewed
M&P Roofing LLC		No Response
M2 CONSULTING, LLC		No Response
M2 Federal Inc (M2 Federal Inc)		No Response
M3 Supplies & Services LLC		No Response
Madison's Avenue (Madison's Avenue)		No Response
Magid Glove & Safety Mfg. Co.		No Response
MagnetStreet (Master Marketing International, Inc.)		No Response
MAGTEC CORPORATION		No Response
Maintainer Custom Bodies, Inc.		No Response
Maitri LLC	Fail	No Response
MALTECH FLEET (MAL TECHNOLIGIES FLEET LLC)		No Response
MANS DISTRIBUTORS		No Response
Mansion Athletics (Mansion Grove House, LLC)		No Response
Mark One Medical (MARK ONE MANUFACTURING, LTD.)		No Response
Marksmen General Contractors, Inc.		No Response
Marmic Fire & Safety, Co. Inc.		No Response
Mart Inc		No Response

Mascon Medical (Mascon, Inc.)		No Response
Masimo		No Response
Masks.com		No Response
Massey Construction, LLC		No Response
Master Systems Courts		No Bid
Matgirl.com, LLC		No Response
Matheson Gas (Matheson Tri-Gas, Inc.)		No Response
Maverick Fire Extinguishers CO LLC		No Response
MAXARI		No Response
Maxi Aids, Inc. d.b.a- HearMore (Maxi Aids, Inc.)		No Response
Maxpro Enterprise		No Response
MC Business Products (ELP Enterprises, Inc.)		No Response
MCA Communications Inc		No Response
MCCORMICK WORKS (MCCORMICK ASPHALT PAVING AND EXCAVATING, INC.)		No Response
McGee enterprises L.L.M.		No Response
McKesson		No Response
Mckesson Medical Surgical Government Solutions LLC		No Response
McKinney Security Systems, LLC		Submitted
MCN Healthcare		No Response
MDI Worldwide		No Response
MDI, Inc. General Contractors		No Response
MDMaxx LLC		No Response
Meadows Medical LLC		No Bid
Mechdyne (Mechdyne Corporation)		No Response
Med Solutions LLC		No Response
Medaserv (Strong Manufacturers)		No Response
Medco Supply Company (Peformance Health Supply)		No Response
MEDDATVOIP LLC	Fail	No Response
MEDICA PPE INC		No Response
Medical Illumination International, Inc.		No Response
MEDICAL SHIPMENT (Medical Shipment, LLC)		No Response
Medical Wholesale, LLC		No Response

Medicaleshop Inc.		No Response
Medi-Sprei LLC dba Medi-Pur		No Response
Medline Industries, Inc.		No Response
MEDRX COMPOUNDING & PHARMACY (MEDRX COMPOUNDING & PH ARMACY LLC)		No Response
Medshield International Corporation (Medshield International Corporation)		No Response
MedSupply Corporation		No Response
MEDwheels Inc		No Response
Medx One, Inc. (Medx One, Inc.)		No Response
Medzon Health (Medzon)		No Response
Meerkat Technologies Inc.		No Response
MEGA Gloves (MAGA Industries LLC)		No Response
Meis Roofing & Construction (Meis Enterprise LLC)		No Response
Mercury Paint Corporation (Mercury Paint Corporation)		No Response
Meriplex Communications, LTD		Viewed
Meripros		No Response
Merit Fasteners Corporation		No Response
Messenger Business Solutions (Bluebonnet Business Services)		No Response
METCO Engineering Inc		No Response
Metis Corporation	Fail	No Response
Metropolitan Fire Extinguisher Co. Inc. (Metropolitan Fire Extinguisher Co. In c.)	Fail	No Response
Mexcor International		No Response
Mexus Group, L.P.		No Response
MGM Printing		No Response
MGM Security Services, Inc. dba DFW Security		No Response
MHBT Inc.		No Response
MI Technologies Inc. (MI Technologies Inc.)		No Response
MICHAEL'S KEYS, INC		No Response
Mickie Service		No Response
Mico Industrial Corporation		No Response
Micro Plan Masonry, Inc.		No Response
Micro-X1 OPS LLC.		No Response

Mid South Fire Solutions, LLC (Mid-South Fire Solutions, LLC)	No Response
Mid-America Environmental Solutions	No Response
Mid-Ark Security (Central Arkansas Security Systems, Inc.)	No Response
MIDDLEBROOKS ELECTRIC HEATING AND AIR	No Response
MId-STATE Communication Services	No Response
Midwest Dental Equipment & Supply (Falls Tech Inc)	No Response
Midwest Office Furniture Inc (Midwest Office Supply)	No Response
Mig Equipment LLC	Submitted
MightyGood Solutions	No Response
Millennium Communications Group Inc	Submitted
Mills Systems Solutions, LLC	No Response
MineARC System America LLC (MineARC System America LLC)	No Response
MINUTEMAN SECURITY TECH INC (MINUTEMAN SECURITY TECH INC)	No Response
Mission Critical Solutions (MCS of Tampa, Inc.)	No Response
Mitchell Furniture Systems Inc	No Response
MJ Communications, Inc	No Response
MKC Enterprises LLC (MKC Enterprises LLC)	No Response
Mobile Air and Power Rentals (Resolute Industrial)	No Response
Mobile Integrate Inc (Mobile Integrate Inc)	No Response
MobileView (Seon Design (USA) Corp.)	No Response
Modern Chemical (COMMERCIAL BEVERAGE CONCEPTS LLC)	No Response
Modern Electrical Contracting, Inc. (Modern Electrical Contracting, Inc.)	Submitted
Monarch Executive Protection Services, LLC	No Response
Montech Inc.	No Response
Montgomery Technology Systems, LLC	No Response
More Prepared	No Response
Morlandt Electric Company LLC	Viewed
Morris Boiler Service (JEMDSI, Inc.)	No Response
Morrison Investigations (Morrison Investigations)	No Response
Moser Engine Service, Inc.	No Response
Motion Industries	No Response
Motive Infrastructure Solutions (Motive Energy Telecommunications Group, In c.)	No Response

Mount Vernon Pecan Company	No Response
Mountain Technology Resources, Inc.	No Response
MP Antenna	No Response
MPACT Strategic Consulting (MPACT Strategic Consulting)	No Response
M-Pak, Inc.	No Response
MQT Innovations, inc.	No Response
MRI Enterprises, LLC	No Response
MSC Industrial Supply	No Response
MTM Services	No Response
MultiLink Security (Unified Security Associates, LLC)	Submitted
Multipath Data (Multipath Data, Inc.)	No Response
Municipal Valve (MVE) (Municipal Valve (MVE))	No Response
Myron McDowell Construction LLC	No Response
Nantze Inc. (Nantze Electric Co, Inc.)	No Response
NAO Global Health LLC	No Response
NAPCO Security Technologies, Inc.	No Response
Nasare Technologies (Nasare Enterprises, LLC)	No Response
National Fleet Tracking (National Fleet Tracking)	No Response
National HouseCheck Corporation (National HouseCheck Corporation)	No Response
National Public Safety Group (National Public Safety Group)	No Response
National Safety Council Inc	No Response
National Security & Fire LLC (National Security & Fire LLC)	No Response
National SUpply Network, LLC (Conlon)	No Response
National Works Inc.	No Response
Nationwide Bus Parts, Inc.	No Response
Nationwide Source (Nationwide Source Inc.)	No Response
native intl llc	No Response
Natural State Networks, Inc	No Response
Natural Wellness Brand	No Response
Natus Medical Incorporated	No Response
NaviGate Prepared (Lauren Innovations)	No Response
Navigate360 LLC (School Check In)	Submitted

NCD COMMUNICATIONS, INC.		No Response
NDS Sales, LLC		No Response
Neal Johnson LLC		No Response
Needpipe.com (NJM Enterprises, LLC)		No Response
NEI Datacom (Nemmer Electric, Inc.)		No Response
NELCO MEDIA INC		Viewed
Nesco LLC		No Response
Net A Corp (N & J Technologies, Inc.)		No Response
NetStructures, Inc.	Fail	No Response
Netsync Network Solutions		Submitted
Network Alliance, LLC		No Response
Network Cabling Services, Inc.		No Response
Network Computing Architects, Inc.		No Response
Network Concern (Network Concern Inc.)		No Response
Network Innovation Solutions Corp		No Response
Nety Systems LLC		No Response
Neurilink LLC		No Response
New System (New System Carpet & Building Care Ltd)		No Response
Newbart Products (Newbart Products)		Unsubmitted
NEWBOLD CORPORATION (NEWBOLD CORPORATION)		No Response
NEWCOM (NEWCOM)		No Response
NeweggBusiness, Inc		No Response
NewGold, LLC		No Response
Nextech Partners Inc		No Response
Nextt Shield (Nextt Affiliated, Inc.)		No Response
NGS Films and Graphics		No Response
Nickes Medical Supply,LLc		No Response
Nightlock (Taylor Brothers Door Lock, LLC)		Submitted
Nightlock RGV Distributor LLC		Viewed
Nine Bright Lights LLC (Nine Bright Lights LLC)		No Response
Nitor Solutions Incorporated		No Response
Nitro Construction Services, Inc. (Nitro Construction Services, Inc.)		No Response

NITTY GRITTY NOTARY		No Response
Nodo Tech		Submitted
NoGapsHere Health Solutions, Inc. (NoGapsHere Health Solutions, Inc.)		No Response
Norix Group, Inc.		Viewed
Norma Precision Inc		No Response
NORTH AMERICAN VIDEO CORPORATION		No Response
North Texas Patrol Services, LLC	Fail	No Response
Northern Imports		Submitted
Northfield Medical Manufacturing LLC (Northfield Medical Manufacturing LLC)		No Response
Northwest AV, LLC		No Response
Northwest Security Systems (Northwest Security Systems)		No Response
NOTPIT Enterprises LLC (NOTPIT Security Consulting)		No Response
NovoTRAX (Blueberry Fun Inc. c/o NovoTRAX)		Viewed
Now Micro Inc		No Response
NP Medical (NP Medical)		No Response
NSG Logistics, LLC (NSG Logistics, LLC)		No Response
NT Communications Inc. (Robert Cagle)		No Response
NTX Building Products (DNE Distributors Inc)		Viewed
Nuemman (Nuemman LLC)		Viewed
Nu-Genesis Tech Solutions		No Response
Numunu Staffing, LLC. (Numunu Staffing, LLC.)		No Response
NWA Metal Buildings LLC (C H Miller Construction)		No Response
NWA Rubber Mulch (NWARM LLC)		No Response
NWA Supply & Rental Incorporated		No Response
Oakhurst Signs and Graphics (Indiana Ave Partners dba Oakhurst Signs and Graphics)		No Response
Octopus Consulting, LLC		No Response
OculusIT, LLC		Unsubmitted
OculusIT, LLC		No Response
Office Evolutions Inc		No Response
Office Furniture Works (Office Furniture Warehouse LLC)		No Response
Office Source (Office Source)		No Response

Okos Inc		Submitted
Old Arkansas Alarm Co (Old Arkansas Alarm Co)		Submitted
Oldham Welding (Chris Oldham Welding)		No Response
Olympus Protection		No Response
Omni Virtual Solutions LLC		No Response
OMNIDATA SERVICES		No Response
Omusha Firearms LLC		No Response
ON TIME!!! AUDIO/VISUAL		No Response
OnAir Consulting Services Corp		No Response
ONC National		No Response
One 5 Solutions (One 5 Solutions)		No Response
One Source Innovation, Inc	Fail	No Response
One World MFG LLC (One World MFG LLC)		No Response
OneGen Developements LLC		Viewed
OneScreen Solutions (NZS Inc.)		Submitted
OnPointe Alliance LLC		Viewed
On-Site Services US, Ltd. (On-Site Services US, Ltd.)		No Response
On-Target Supplies & Logistics		No Response
Opamp Information Management, LLC (Opamp Information Management, LLC)		No Response
Operations Commander (Tomahawk Technologies Inc)	Fail	No Response
OPTICAL DISTRICT		No Response
Optimus Sales LLC (Optimus Sales LLC)		No Response
Option 1 Logistics (TFAM Solutions LLC)		No Response
Overland, Pacific & Cutler, LLC (Overland, Pacific & Cutler, LLC)		No Response
Oxi Clean Pro LLC		No Response
Oz Medical Supply (HSO, LLC)		No Response
P3S Corporation		No Response
Pace Systems		No Response
Pacific Mobile Structures, Inc		No Response
Pacific Office Solutions, LLC (Pacific Office Solutions, LLC)		No Response
PACKAGING SYSTEMS INC.		No Response
Paladin Technologies USA Inc.		Unsubmitted

Panasonic (formely Video Insight, Inc.)	No Response
Panoramic Window & Door Systems, Inc	Viewed
Paragon Supply Company LLC (Paragon Global Supply)	No Response
Paster Training Inc.	No Response
Path Company LLC	No Response
PATRIOT ENVIRONMENTAL SERVICES, INC.	No Response
Patriot Fire & Security (REMJ, L.L.C.)	Submitted
PBK Architects	No Response
PCCS Medical (Port City Contracting Services, Inc)	No Response
PCnet	No Response
PCS Telecom Inc.	Submitted
PDME, Inc (P D Morrision Enterprises, Inc)	No Response
Peak UpTime (Peak Methods Inc)	No Response
PECATA ENTERPRISES, INC.	No Response
Pediatric Urgent Care (Pediatric Urgent Care)	No Response
Pemica Inc (Pemica Inc)	No Response
PennCare, Inc	No Response
Penshol Group LLC	No Response
Peoples (Peoples Communication, LLC)	No Response
Peregrine Integrated Management, Inc	No Response
Perfection Cleaning and Restoration	No Response
Performance Equipment	No Response
Performance Safety Group I, LP	No Response
Performance Systems Integration, LLC	No Response
Perry Weather Consulting	No Response
Petro Communications Inc (Petro Communications Inc)	No Response
Phalanx Group International LLC (Phalanx Training LLC)	No Response
Pharmacy Plus (Pharmacy 1 Plus Inc)	No Response
PHD COMMUNICATIONS, LLC	No Response
Phynyx Fire & Security (ROY OLIVAREZ)	No Response
Piccadilly Cafeteria (Piccadilly Holdings LLC)	No Response
PierCon Solutions (PierCon Solution)	No Response

PiggyBack Cabling LLC (PBC Technologies)	Submitted
Pinnacle Business Systems	No Response
Pinnacle Coatings Group (Pinnacle Coatings Group)	No Response
Pinnacle Fire & Automation, LLC (Pinnacle Fire & Automation, LLC)	No Response
Pinnacle Services, Inc.	No Response
PinPoint (RF Technologies, Inc.)	Submitted
Pintail Demolition and Construction Inc.	No Response
Piraino Consulting Inc	No Response
Piraino Security Solutions	Submitted
PKJ INTERNATIONAL LLC (PKJ INTERNATIONAL LLC)	No Response
Plains Internet, LLC	No Response
PLAZA DYNAMICS, LLC	No Response
Plug Smart (Juice Technologies Incorporated)	No Response
Pocket Nurse (Pocket Nurse Enterprises, Inc.)	Unsubmitted
Polaris Services, LLC	No Response
Polymershapes (Polymershapes, LLC)	No Response
Port Plastics (Port Plastics)	No Response
Portable Restroom Trailers LLC	No Response
Portadam, Inc.	No Response
Portals LLC (Portals LLC)	No Response
PortionPac Chemical Corporation	No Response
POS Remarketing Group	No Response
POS SYSTEMS GROUP INC (POS SYSTEMS GROUP INC)	No Response
Possible Missions (Possible Missions)	No Response
Potters Tint Master Plus	No Response
Power America	No Response
Power Engineering Services (Power Engineering Services)	No Response
Power Field Services (Power Field Services)	No Response
PowerStack USA (PowerStack LLC)	No Response
PPS IX Security Services (PPS IX Security Services LLC)	No Response
Praetorian Power Protection, LLC (Praetorian Power Protection, LLC)	No Response
Precision Alarm Inc	No Response

Precision Micrographics & Imaging, INC.		No Response
Precision Roofing Group, LLC (Precision Reconstruction Group)		No Response
Precision Tracking Solutions, Inc.		No Response
Preferred Protective Equipment (Preferred Display Inc.)		No Response
Preferred Supplier (Preferred Supplier)		No Response
Premier Communications (Garza Capital Investments, LLC)		No Response
Premier Datacom, Inc.		No Response
Premier Services		Viewed
Premier Wireless Business Technology Solutions		No Response
Premise One, LLC (Premise One, LLC)		No Response
Prestige Building Group, LLC		No Response
Prevail Medical (Prevail Medical Consultants)		No Response
Prime Secured (Prime Communications, Inc.)		No Response
Priority Resources & Solutions, LLC (Priority Resources & Solutions, LLC)		No Response
Pristine Dental Supplies Inc.		No Response
Pro View Global Digital Surveillance		No Response
PRO VISION Video Systems (PRO VISION Inc)		No Response
ProActive Air Solutions (Sastos Vernures, LLC)		Viewed
Procom Communication Systems (Bolin Communications, Inc.)		No Response
ProComputing Services		No Response
ProCon, LLC.		No Response
Prodigy Building Solutions, LLC		No Response
Productive Solutions		No Response
products unlimited (products unlimited)		No Response
Professional Cabling Solutions, LLC		Submitted
Professional Choice Fire and Security Systems (PCFSS LLC)		Unsubmitted
Professional Plastics Inc.		No Response
Professional Safety Associates, Inc.		No Response
Professional Technologies Inc		No Response
Proficio Healthcare Supplies LLC	Fail	No Response
Progressive Protection (Progressive Protection Security Systems, Inc.)		Submitted
Progressive Technologies, Inc.		Submitted

Project 216 LLC		No Response
Project Graphics, Inc.		No Response
Projectized Solutions LLC (Projectized Solutions LLC)		No Response
Proklean Services LLC		No Response
ProLink Healthcare (ProLink Healthcare LLC)		No Response
Pro-Link Inc		No Response
ProLogic ITS (ProLogic ITS, LLC)		Viewed
Promo Solutions		No Response
PROPAC, INC		No Response
ProServices Supply		No Response
Prosystem Group LLC (Prosystems)		No Response
ProTec (Professional Technologies, Inc.)		No Response
Protech Electronic Security		No Response
PROTECHT Management Group, LLC		No Response
Protect ED (WCNSM Enterprise, LLC)		No Response
Protective Healthcare USA (Protective Healthcare USA)		No Response
Protex Labs, Llc (Protex Labs, Llc)		No Response
Providence Consulting		No Response
Province Holdings, LLC		No Response
Proxess, LLC		Viewed
PRPRD		No Response
PSS Industrial Group Corp. (Industrial Air Tool)		No Response
Pump Solutions, Inc. (Pump Solutions, Inc.)		No Response
Puraka Clean Air Technologies (Puraka Clean Air Technologies, LLC)	Fail	No Response
Pure Air Environmental		No Response
Pureti-Texas (Anthony W. White)		No Response
PureUV, LLC		No Response
PureWay Compliance		No Response
PuroClean Mitigation Services (The Sharp Organization)		No Response
Putnam Fire and Security, LLC.		No Response
PWXPress (PWXPress)		No Response
Pye-Barker Fire & Safety, LLC (PB Parent Holdco, LP)		Viewed

PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)		No Response
QCTV Corp. (QC TV Corp.)		Viewed
QI-NOW (QI-NOW)		No Response
Qnet Information Services (Qnet, Inc)		No Response
Quad systems LLC		No Response
Quality MRO (Price Global Logistics, LLC)		No Response
Quantum (Quantum)		No Response
Quest Environmental, LLC	Fail	No Response
Quest Safety Products (Quest Safety Products)		No Response
Quick Protection Inc.		No Response
Quick Set Concrete Inc.		No Response
Quill Corporation		No Response
Quintergy, Inc.		No Response
QYK BRANDS LLC (QYK BRANDS LLC)		No Response
R & B Diversified LLC DBA BattleGround Fire Protection		No Response
R Squared Electric		No Response
R- Zero Systems Inc.		No Response
R. S. HUGHES CO., INC.		No Response
R.J. Carroll CO.		No Response
R2M Engineering		No Response
R3 Strategies, LLC		Viewed
RAB GRoup Inc		No Response
Rackmount Solutions LLC (BMP Rackmount Solutions LLC)		No Response
RADIOPHONE OF NW ARKANSAS (RADIOPHONE OF NW ARKANSAS)		No Response
Radius Security (Radius Security USA)		Submitted
RAE Security Inc		Submitted
Ramon Franklin, LLC		No Response
Ranger Elite Management, LLC (Ranger Security Solutions)		No Response
Raptor Technologies (Raptor Technologies)		Unsubmitted
R-B Instruments, Inc		No Response
Rc Security Consulting (Rc Security Consulting)		No Response
RDA National Inc. (RDA National Inc.)		No Response

Ready Check Glo Inc	No Response
Real Network Services, Inc.	No Response
Realms Global Group	No Response
REAXIUM CLEAN AIR LLC	No Response
Recon InfoSec	Submitted
ReconaSense, inc	Unsubmitted
Reconstruction Experts Inc	No Response
Records Consultants, Inc.	No Response
Recovery Healthcare Corporation	No Response
Red Apple Alert (Averitt Financial Partners, LLC)	No Response
Red Circle Solutions (Red Circle Solutions)	No Response
Red Couch Interactive LLC	No Response
Red Wing Brands of America, Inc.	No Response
Redflex Traffic Systems, Inc.	No Response
Redline Integration, LLC	Submitted
Redline Networks, LP	No Response
Regal Plastics (Regal Plastic Supply Co Inc.)	No Response
Regency Lighting (Regency Enterprises, Inc)	No Response
Regency Staffing	No Response
Regional Sound & Communications, Inc.	Submitted
rehobothg At Last. LLC (rehobothg At Last. LLC)	No Response
REI (Radio Engineering Industries) (Radio Engineering Industries)	Submitted
Relax Audio Visual	No Response
reliable denta supply and Service company (Reliable Dental Supply and Service Company LLC)	No Response
Reliable Fire Protection	No Response
Reliant IT (Zenani IT LLC)	No Response
Remote Monitoring Technologies (Alardin Development Corporation)	No Response
REMS-AV, LLC	No Response
Rendon Industry Solutions, LLC	No Response
Renegade Construction LLC (Renegade Construction LLC)	No Response
Response Technologies, Ltd.	No Response
Responsive Services International Corp	Submitted

Restoration 1 of Southlake/Grapevine (11th Hour Laborer LLC)	Warn	No Response
Reveal Medical Inc (Simply Sophisticate LLC)		No Response
RFPGurus (RFPGurus)		No Response
RGV GUARDIAN ENTERPRISES, LLC		No Response
Rhino Health inc		No Response
Rhombus Systems (Rhombus Systems, Inc.)		Submitted
RichArt Graphics		No Response
Rifton Equipment (Community Products)		No Response
Ripclear (RIP CLEAR LLC)		No Response
Risk management armored security (Risk.management armored security)		No Response
Ritz Safety (Ritz Safety)		No Response
River Valley Home Theater Inc		No Response
River Valley TIre Recycling (West River Valley RSWMD)		No Response
RiverCity Screenprinting and Embroidery (RiverCity Screenprinting and Em broidery)		No Response
RKI, INC. (RKI, Inc.)		No Response
RM Medical Uniforms LLC		No Response
Rn Wellness LLC		No Response
RNDI Companies (Ms.)		No Response
Road Rescue (Blades Group LLC, DBA Road Rescue)		No Response
Rocky Mountain Power Generation (Rocky Mountain Power Generatio)	Fail	No Response
Rodgers & Henry Environmental (Bradley Rodgers)		No Response
Rojas Heavy Equipment LLC.		No Response
Rolland Safe & Lock Company		No Response
Ronco Technology Services, LLC		No Response
Ross Bus & Equipment Sales Inc.		No Response
Rowan Medical Supply LLC.		No Response
Royal Media Network Inc (Royal Media Network Inc)		No Response
Royal Plus, Inc.		No Response
ROYAL WINDOWS & MORE (YELLOW ROCK INVESTMENTS, LLC)		No Response
RPM Auto Auction (RPM Auto Auction)		No Response
RSI Systems, LLC		No Response
R-Squared Security Services, LLC		Submitted

RSS MEDICAL DISTRIBUTORS (Reliable Sales & Services, LLC)		No Response
RTyler Video Systems (Durrin Corporation)		Viewed
Rugged Protection LLC		No Bid
RushCo Energy Specialists Inc.		No Response
RUSSTELL COMMUNICATIONS LLC		No Response
RX Technology (RX Technology)		Viewed
RZ Communications Laredo		No Response
S & D Industrial Supply & Equipment		No Response
S and S Security Alarms, Inc.		No Response
S E C Contracting Inc. (Smith's Epoxy Coatings)		No Response
S Roofing & Construction (Strata Construction & Development, LLC)		No Response
Saelig Company Inc (Saelig)		No Response
Safe Asset Systems		No Response
Safe Fleet (Seon Systems Sales Inc)		Submitted
Safe Global Services (Safe Global Services)		No Response
Safe Haven Defense Midwest (Safe Haven Defense)	Fail	No Response
Safe Haven Defense Texas (CH Global, LLC dba SHD Texas, LLC)		Viewed
Safe Haven Defense TN (Safe Haven Defense TN, LLC)		No Response
Safe Solutions USA, Inc		No Bid
Safebit Solutions		No Response
SAFEGUARD FIRE (JSJ FIRE INC)		Submitted
Safetec of America, Inc. (Safetec of America, Inc.)		No Response
Safety Counts		No Response
Safety Prosource (Ad Specs of Delaware, LLC)		No Response
Safety Services and Assessments		No Response
Safety Supply Ltd (GHCLB II)	Fail	No Response
Safety Vision LLC		No Response
Safety Vision LLC		No Response
SafetyNet America (Safety Net, LLC)		No Response
Salone Capital LLC		No Response
SAM Medical (The Seaberg Company Inc)		No Response
SAMOA GROUP I LLC		No Response

Sams pack's five star ford		No Response
Samsara		No Response
Samsung Opto-Electronics America Inc.		Viewed
San Antonio Industrial Supply		No Response
San Antonio Lighthouse for the Blind and Vision Impaired		No Response
Sandia International Inc		Unsubmitted
SANDS BUSINESS EQUIPMENT & SUPPLIES LLC		No Response
Sanispire Coporation	Fail	No Response
Sanitis (Sanitis)		No Response
Sarasota Fun Machines (Sarasota Fun Machines)		No Response
Saris and Things Inc (Saris and Things Inc)		No Response
Sarkar Tactical, Inc.		No Response
SAS SECURITY ALARM SERVICE CO., INC		Submitted
Sasser Companies (Sasser Companies LLC)		No Response
Savvytech Security Houston Inc.		No Response
SBS222, LLC (Coreveillance)		No Response
Schneider Electric (Schneider Electric Buildings Americas, Inc)		No Response
SCHOOL CHECK IN (SUMMIT INDUSTRIES CORPORATION)		No Response
School Health Corporation		No Response
SCHOOL NURSE SUPPLY, INC.		No Response
School Outfitters (Schoolhouse Outfitters LLC)		No Response
School Safety Solution (Carolina Covertech, Inc DBA School Safety Solution)		Submitted
School Security Solutions		No Response
School Specialty LLC		No Response
School Wholesale Supplies LLC (JP Das)		No Response
School-Radio/336 (School-Radio/336)		No Response
SchoolSAFEid, LLC		Unsubmitted
SCHREIBER FOODS INTERNATIONAL		No Response
Scientific Equipment of Houston		No Response
ScreenBeam Inc.		No Response
SDF Designs. LLC (SDF Designs. LLC)		No Response
Seal Tite of Arklahoma, LLC		No Response

Searcy Alarms	No Response
Seaton Automation LLC	Viewed
Seattle Technology (ST Surg LLC)	No Response
Sebastian Tech Solutions (Sebastian Tech Solutions)	No Response
Seconds Matter Safety Solutions	Submitted
Secure Automated Solutions	No Response
Secure Cam Inc.	Submitted
Secure Entry LLC.	Viewed
Secure It Shredding (Governed Services LLC)	Viewed
Secure Networkers, LLC (Secure Networkers, LLC)	No Response
Secure Our Schools LLC	No Response
Securecom Technologies, Inc.	Unsubmitted
SecurePro Technologies LLC	No Response
SecureTech Systems, Inc.	Submitted
SecureWatch24, LLC.	No Response
Securitas Electronic Security	No Response
Securitas Electronic Security, Incorporated	No Response
SecurITy (TECHN ALL OGY LLC)	No Response
Security 101 - Dallas (North Texas Integration, LLC)	Submitted
Security 101 (AVI Integrators, Inc.)	Submitted
Security 101 (Protection Systems, Inc.)	No Response
Security Control Systems (Security Control Systems)	Submitted
Security One Inc (Security One Inc)	No Response
Security Operations Group International, LLC (Luis Arellano)	No Response
Security Solutions and Integration	No Response
Security101 (Ford Industries Inc)	Submitted
SEI Wireless Solutions (SEI Wireless Solutions)	Viewed
Sellmark Corporation	No Response
Sema Wireless LLC	No Response
Sensory Technologies	No Response
SensoScientific	No Response
SENTINEL THE ALARM COMPANY	No Response

Sentry Security Service LLC	Submitted
Servant Health, LLC	No Response
Service Communications of Acadiana, Inc.	No Response
Service Plus Telecommunications, Inc.	No Response
Service Wing Organic Solutions, LLC (Fuss)	No Response
ServiceMaster by A-Town / Hi-Tech (A-Town/Hi-Tech LP)	No Response
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	No Response
Servpro Extreme Response Team (S&R Operations, Inc.)	No Response
SERVPRO Metro-Pittsburgh (MKS Services, Inc.)	No Response
SERVPRO of Birmingham	No Response
SERVPRO of Central Union County (SERVPRO of Central Union County)	No Response
Servpro of Crowley & South Johnson City	No Response
Servpro of Denton (SBM Premier Services)	No Response
SERVPRO of Fernandina Beach/Jacksonville NE (SERVPRO of Fernandin a Beach/Jacksonville NE)	No Response
SERVPRO of Marshall, Sedalia, Columbia (Icc, LLC)	No Response
Servpro of Mobile NW & North Mobile Co. (Servpro of Mobile NW & North M obile Co.)	No Response
Servpro of Paris	No Response
SERVPRO of San Marcos-New Braunfels (Darby Industries)	No Response
SERVPRO of Southwest Lubbock (M&M 4 HIM)	No Response
Seventeen Consulting (17 Consulting, LLC)	Viewed
SFS Security Fire Systems Inc	No Response
Sharco Technologies	Unsubmitted
Share Corporation	No Response
SharpEDG, LLC	No Response
Shelter-In-Place, LLC	No Response
Shields Electronics Supply, Inc.	No Response
Shiffler Equipment Sales Inc	No Response
Shimadzu Medical Systems	Viewed
Shoot Point Blank (Topco America LLC)	Submitted
Shooter Detection Systems (Shooter Detection Systems, LLC)	No Response
SHORM Consulting, LLC	No Response

ShotSpotter, Inc (ShotSpotter, Inc)		No Response
Shure-Step.com (Crest Step On, Inc)		No Response
Sigler Music Center (McFarland Music Company)		No Response
Sigma Supply of North America, Inc.		No Response
Sign Solutions USA LLC		No Response
SIGNAL USA LLC (SIGNAL USA LLC)		No Response
Signature School Products (Signature Products, Inc)		No Response
Silent 6 LLC		No Response
SimplexGrinnell		No Response
SimplexGrinnell, LLC		No Response
Simpli Brand Company (Simpli Brand Company, Inc.)		No Response
Skydio, Inc.		Submitted
Skyler Design Build, LLC (Skyler Design Build, LLC)		No Response
Skyline Technology Solutions, LLC.		Viewed
SLD Group LLC (Stacy Dantzler)		No Response
SLG Technologies, LLC		No Response
Sloan’s technology		No Response
Smarketing Business Systems Inc.		No Response
Smart Innovative Inc		No Response
Smart Pro Technologies LLC	Warn	Viewed
Smart Sales, LLC dba Smartox (Smartox)		No Response
Smart Tech USA (Sportval LLC)		No Response
Smarter Security, Inc		Viewed
SMITTY ECOMMERCE LLC		No Response
Smitty's Door Service, Inc.		No Response
SMTA ENTERPRISES INC		No Response
Snyder Environmental		No Response
SOA Security Company, LLC		No Response
SolGreen® Solutions Corp.	Fail	No Response
Sology Solutions LLC (Sology Solutions)		Viewed
Solutions by O'Quinn		No Response
Solutionz Conferencing Inc		No Response

Solvix Solutions LLC	No Response
Soteryx Corporation	No Response
Sound Advice Home Theater Inc.	No Response
Sound Concepts, Inc.	No Response
Sound Products, Inc.	No Response
SoundTree (Korg USA)	No Bid
Source One MRO (Source One MRO)	No Response
South Texas Fire Alarm and Security Services	No Response
South Western Communications, Inc.	Submitted
Southwest EcoSolutions, LLC	No Response
SOUTHWEST SPORTING GOODS INC	No Response
Southwestern Mill Distributors Inc	No Response
Spacesaver Interiors (Spacesaver Systems, Inc)	No Response
Spartan CCTV & Security	No Response
SPECIALTY FLEET SALES & RENTALS	No Response
SpectraShield Technologies (SpectraShield Technologies)	No Response
Spectrum Paper Co., Inc.	No Response
Spill Absorb	No Response
Sport 2020 LLC (Sport 2020 LLC)	No Response
Sports Brand Group Inc (Sports Brand Group Inc)	No Response
SRP Environmental, LLC	No Response
SSD Alarm (SSD Systems)	No Response
SSG Sales and Sourcing Group (LOGO 360 LLC)	No Response
Staco Electric Construction CO (Staco Electric Construction CO)	No Response
Staley Technologies (Staley Inc.)	Viewed
Stallion Oilfield Services, Ltd.	No Response
Stalwart Medical Solutions LLC	No Response
Standard Textile Co., Inc	No Response
Stanfran Transport (A1 Mobil Fleet Wash & Detail Service Inc.)	No Response
Stanley Convergent Security Solutions	No Response
Star Asset Security, LLC	No Response
Star Poly	No Response

Star Tractor Ltd.		No Response
Starside Security & Investigations (Starside Security & Investigations)		No Response
Startechtel.com		No Response
State Electric Supply Co.		No Response
State Surgical Supply (Thomas Distribution Solutions LLC)		No Response
State Systems, Inc.		Submitted
STC Safety Training & Compliance LLC		No Response
Sterling Associates, Inc.		No Response
Sterling Houston LLC (Sterling Houston LLC)		No Response
Stewart & Stevenson Power Products, LLC		No Response
STI-INC (The Sound Towne)		No Response
STRACK TACTICAL (STRACK, INC.)		No Response
Stracon Medical Supply (Stracon Medical Supply)		No Response
Strategic Consulting Alliances, LLC (Strategic Consulting Alliances, LLC)		No Response
Strategic Initial Outfitting Transition Solutions (SIOTS) (Masura)		No Response
Strategic Partnerships, Inc.		No Response
Strategos International, L.L.C.		No Response
Stratton Securities		No Response
Streamline Fire & Life Safety		No Response
Streamline Health Services		No Response
StreamVu, Inc		No Response
Strong Asset Tags		No Response
Strong Glass Systems (Midwest Glass Tinters, Inc)		Submitted
Stronghold dba Missouri Storm Shelters (Carnahan-White, LLC.)	Fail	No Response
Structured Plus Communications Inc.		No Response
STS360 (Sigma Surveillance Inc., DBA STS360)		No Response
Studi (Studi)		No Response
Stuffit Solutions LLC		No Response
Summit Fire & Security		No Response
Sun City Communications, LLC		No Response
SUN SURGICAL SUPPLY (MEDICAL EQUIPMENT SALES INC)		No Response
sunbries llc		No Response

Sunline USA, LLC (Sunline Supply)		Viewed
Sunrise Construction (Santa Fe Sunrise Construction)		No Response
Sunrise IT Solutions Group		No Response
SunSafe Window Film (SunSafe Window Film)		No Response
Sunset Glass Tinting (The Film Crew, Inc.)		No Response
SunSource (STS Operating Inc.)		No Response
Super 7 Wholesale Limited (Super 7 Wholesale Limited)	Fail	No Response
Supercircuits Inc		No Response
Superior Alarms		Submitted
Superior Aluminum Products, Inc		No Response
Superior Fiber and Data Services Inc		Submitted
Superior Lock & Safe (Robert Greathouse)		No Response
Superior Solutions		No Response
Supply Chimp (Mono Machines LLC)		No Response
SUPPLY SIDE USA (SUPPLY SIDE USA)		No Response
Supply Solutions (Signal Hill Auto Enterprises, Inc.)		No Response
SUPPLY STORE NOW LLC		No Response
Supplyworks (Interline Brands)		No Response
Surveillance Analytics (Advanced Calculations, LLC DBA Surveillance Analytics)		Submitted
Surveillance Audio Video (Surveillance Audio Video)		No Response
SVL, Inc. (Schwab, Vollhaber, Lubratt, Inc.)		Submitted
SX Industries, Inc.		No Response
Synegen, Inc.		No Response
Synergetics DCS Inc		Submitted
Synergy Healthcare LLC		No Response
Synergy Response (Secure Solutions LLC)	Fail	No Response
Synexis LLC		No Response
SYSNET, LLC		No Response
Systems Integration (Systems Integrations Inc)		No Response
Tactura Network Solutions LLC		No Response
TAG Grinding Services, Inc.		No Response
Talon/LPE		No Response

Tampon Tribe		No Response
Tangent Computer		No Response
Tarrant County Association for the Blind		No Response
Tasacom Technologies Inc		No Response
Tazza Brands East Inc (Tazza Brands East Inc)		No Response
TBI Solutions LLC		No Response
Team Modul, LLC (Team Modul, LLC)		No Response
Team Telecom		No Response
Tech Data Corporation (Tech Data)		No Response
Tech Electronics, Inc		No Response
Technical Security Integration, inc		Submitted
Technology Express (SOS Computers, LLC)		No Response
TechOnPurpose (HumaniTV Inc)		No Response
TechRadium, Inc.		No Response
Techsico Enterprise Solutions Inc.		No Response
TECLOCK, LTD (TECLOCK, LTD)		No Response
Tekplan Solutions (Tekplan Solutions)		No Response
Tekton Tradesmen LLC		Submitted
Teleasy Corp		No Response
Telecom Marketing Network Consultants		No Response
Telecom Unlimited (Telecommunications Unlimited, Inc.)		No Response
Telephone Specialists Incorporated		No Response
TELEPRO COMMUNICATIONS		Submitted
Telgian Engineering & Consulting. LLC	Fail	No Response
Telgian Engineering and Consulting		Submitted
Tempo Fire and Security LLC		No Response
Terrell Alarm Systems, LLC		No Response
Tetra AV (Tetra AV)		No Response
Tevora Business Solutions, Inc.		No Response
TEXADIA SYSTEMS LLC		Submitted
Texas Air Maintenance & Service, LLC		No Response
Texas Fifth Wall Roofing Systems, Inc		No Response

Texas Fire & Sound	No Response
Texas Furniture Source	No Response
Texas Hub Biz (Texas Hub Biz)	No Response
Texas Lighting LLC	No Response
Texas Lock & Door Closer Inc.	No Response
Texas Medical Center Supply, LLC (Texas Medical Center Supply, LLC)	No Response
Texas Mobile DOT & Drug Testing (Kevin C. Mitchell D.C.)	No Response
Texas Power Equipment Inc.	No Response
Texas Priority Three LLC	No Response
Texas Public Safety Outfitters	No Response
Texas Security And Surveillance Inc. (Texas Security And Surveillance Inc.)	No Response
Texas Security integration, LLC	No Response
Texas Select Construction, Inc.	No Response
Texas Shield Public Safety LLC	Submitted
Texas Storage Sysems - Cato In	No Response
TEXAS TOP COP SHOP (Texas Top Cop Shop, Inc.)	No Response
Tex-Oma Builders Supply (Greg W. Cox Inc.)	No Response
textilesdepot.com	No Response
TFE (Technology for Education, LLC.)	Submitted
TGE Resources, Inc.	No Response
The AB&Y Group	No Response
The Anthos Group Inc	No Response
The Beistle Company	No Response
The Colonna Group LLC	No Response
The Enpro Group (Enpro Distributing, Inc.)	No Response
The Hose Monster Company (Hydro Flow Products, Inc.)	No Response
The i-MAGE Corporation	No Response
The Masketeers, LLC	No Response
The Michaelson Group Holdings, L.L.C. (The Michaelson Group Holdings, L. L.C.)	No Response
The Ohio Northern Innovations Company, LLC	No Response
The Pathfinder Solutions Group, LLC	No Response
The Pizzuto Group (The Pizzuto Group)	No Response

The Planit Room		No Response
The Prescient Group	Fail	No Response
The Safeguard System Inc. (The Safeguard System Inc.)		No Response
The Spot (The Spot 4 Office LLC)		No Response
The Storehouse, Inc.	Fail	No Response
THE SUPPLY STORE (EIGHT FIVE ORANGE LLC)		No Response
The Syndicate Wave LLC		No Response
The Vertical Collective LLC	Fail	No Response
The Wire Guys, LLC		No Response
Theatre House (Fourth Wall LLC)		No Response
Think 360 Inocrporated (Clean Life 360 Incorporated)		No Response
Threat Reduction Solutions LLC		No Response
THREE SIXITY FIVE TRUCKIN (THREE SIXITY FIVE TRUCKIN)		No Response
Three Sixty Building Solutions		No Response
Thunder River Construction, LLC		No Response
TI Training LE LLC		No Response
Tidal Wave Wash Supply Inc.		No Response
Tier One LLC		No Response
Tietjen Technologies Inc		No Response
Tiger Supplies		No Response
TigerDirect		No Response
TigerDirect B2B (PCM Sales, Inc.)		No Response
Timbes Fire Protection (Universal Fire Equipment Company Inc.)		No Response
Timilon Corporation		No Response
Tint Spec (Nardone3, LLC)		Submitted
Titan Safety Products (Titan Technology Distribution Inc)		No Response
TivaCloud, Inc		No Response
TLBISBIG CONSULTING GROUP LLC		No Response
TLC ENGINEERING, INC. (TLC ENGINEERING, INC)		No Response
TMT Solutions		No Response
Tomahawk Strategic Solutions		No Response
Toner Quest Inc		No Response

Tools Required, LLC	No Response
Topwater Construction Services LLC	No Response
Tornado Place/School Safe (Torndo Place, LLC)	No Response
Toronto Stamp Inc.	No Response
Total Control Automation (Total Control Automation)	No Response
Total Control Consultants	No Response
Total Fire and Safety	No Response
Total Protection Systems, Inc.	No Response
TOTAL ROADWAY MAINTENANCE LLC (TMG INDUSTRIAL INC)	No Response
Total Security Solutions (Angler Security Solutions, LLC)	No Response
Total Video Products, Inc.	No Response
Tracer Communications Inc	No Response
TRANS AMERICA PROTECTION CORP	No Response
Transcare LLC	No Response
Transit Safety and Security Solutions	No Response
TransitFare & Systems	No Response
Transnet Communications	No Response
TransPar Group Inc	No Response
TransPerfect (TransPerfect)	No Response
TRANSPO LOGISTICS SERVICES (BRAZOS JANITORIAL SUPPLY COM PANY INC.)	No Response
Transportant (Transportant)	Submitted
Trantex Transportation Products of Texas Inc.	No Response
TRC Environmental Corporation	No Response
TREE Industries LLC (TREE Industries LLC)	No Response
Tri Furniture Design	No Response
Tri Path Inc.	No Response
Triangle Communications Inc.	No Response
Tribal 1 (T1 Construction, LLC)	No Response
TRIBE PAPER COMPANY, LLC	No Response
TriCorps Surveillance	Submitted
Trinity Enterprise Group LLC	No Response
Trinity Property Solutions	No Response

Trinity's Treasures (T. Moore- Thomas)		No Response
Triple S Alarm Co		No Response
Triple S Alarm Co., Inc.		No Response
Triple-S Janitorial Supply (Third Gen LLC)		No Response
TriStar Commercial, LLC		Submitted
TRISTAR SECURITY PRODUCTS (J K YAMANI INC)		No Response
Triton Sensors (Triton Sensors, LLC)		Submitted
Trius, Inc.		No Response
Tron Electric, Inc.		No Response
TRS Health (TRS Health)		No Response
Truckers Equipment (Truckers Sales and Service)		No Response
True North Consulting Group, LLC.		Submitted
True Seal Inc.		No Response
TRYFACTA, INC.		No Response
TSC, Tubbesing Solutions (TSC, Tubbesing Solutions)		No Response
TSG Industries (TSG Industries)		No Response
TSI Global Companies, LLC		No Response
TSI Technology Solutions		No Response
Tunnel Vision, Inc		No Response
Turf Alliance LLC		Viewed
Turnkey Integrators, Inc.		No Response
Turn-Key Mobile, Inc. (Turn-Key Mobile, Inc.)		No Response
Turtle & Hughes, Inc.		No Response
Two Eagles Protection (Full Circle Integrated)		No Response
Two Way Direct		No Response
TX One Source (TX One Source)		No Response
U.S. Security Supply		No Response
Udell Security Solutions (Udell Security Solutions)		No Response
uLockit Security Devices, LLC	Fail	No Response
UltraStaff (JWS Health Consultants, Inc.)		No Response
Unbeatable Sale.com Inc (Unbeatable Sale .com Inc)		No Response
Uncharted Territory Solutions (Uncharted Territory LLC)		No Response

Undefined Heights Electric (Undefined Heights Electrical & Data LLC)	No Response
Unified Network Solutions (UNS, Inc)	No Response
Unified Systems LLC	No Response
Unified Technologies (Unified Tech USA LLC)	No Response
Unimed Government Services, LLC	No Response
Unipak Corp.	No Bid
Unistar-Sparco Computers, Inc.	No Response
United Automation, LLC	Viewed
United Construction (Dmd Elite LLC)	No Response
United Data Technologies Inc	Submitted
United Fence & Construction Co., Inc.	No Response
United Manufacturing and Distribution LLC (United Manufacturing and Distribution LLC)	No Response
United Systems Inc	No Response
United Training Commercial LLC (United Training)	Viewed
United Turbo & Fuel	No Response
Unity Services (Unity Services)	No Response
Universal Fire Equipment Company Inc.	No Response
Universal Time Equipment Co.	No Response
Unmanned Vehicle Technologies LLC	No Response
Upper Arlington City Schools	No Response
US Ecology Livonia, Inc.	No Response
USA CAPITAL FUND LLC (USA CAPITAL FUND LLC)	No Response
USA Sealing Inc.	No Response
USA Technology Consultants	Unsubmitted
USI Education & Government Sales (New Precision Technology, LLC)	No Response
UVC Sanitizing Solutions LLC	No Response
Uweport LLC	No Response
V3 Viral Defense Inc.	No Response
Valdosta Commercial Doors & Hardware Inc. (Valdosta Commercial Doors & Hardware Inc.)	No Response
Valley Radio Center (Robert D. Tichenor)	No Response
Valor Fire & Security (Valor Fire Protection, LLC)	No Response

Van Horn Construction Inc.		No Response
Vanessa Research Holdings, Inc.		No Response
Vanguard IT Solutions LLC (Vanguard IT Solutions LLC)		No Response
Vanguard Security Group (Soto Security Inc.)		No Response
VapenSystems Inc		No Response
VastMed LLC		No Response
VCS Security Systems, Inc.		No Response
Vee Model Management Consulting Inc		No Response
Venture Technologies (GKR Systems, INC.)		No Response
Ventures C & A LLC		No Response
Veoci Inc.		No Response
VeriDAS Technologies, LLC		No Response
Verified Security Solutions		No Response
Verkada, Inc. (Verkada, Inc.)		No Response
Vescios SportsFields		No Response
VESTA Modular (Vesta Housing Solutions, LLC)		No Response
Vets Securing America (Vets Securing America)		No Response
VGI Technology (VGI Technology)		No Response
VIA Technology, LLC		Viewed
Victory Power Solutions, LLC		No Response
Videotex Systems, Inc.		No Response
ViewTech (ViewTech Group, LLC)		No Response
Viking Fence Co Ltd		No Response
Viking Security, Inc		No Response
VIRA Insight, LLC		No Response
Virtual Communications Specialists		No Response
Virtual Surveillance (Video Surveillance LLC)	Fail	No Response
Virtual Technologies Inc		No Response
Virtucom		No Response
virus solution		No Response
VIS Houston, LLC		No Response
Visceral Illumination Code LLC (VISCERAL ILLUMINATION CODE LLC)		Submitted

Visitu LLC		Submitted
Visual Innovations Company, Inc.		No Response
Vita Persona LLC		No Response
Vital Security		No Response
VITALITY MEDICAL INC		No Response
Vitel Communications Corp.		No Response
Vivi LLC		Viewed
VIVO Technology (Cknapp Sales Inc)		No Response
Voice Products Inc.		No Response
Voir Dire International, LLC		No Response
Vonco Medical, Rehab & Fitness (Vonco Medical Products, Inc.)	Fail	No Response
VORTEX Management & Consulting Ltd		No Response
VSC Fire and Security		Submitted
VTI Security		No Response
W E E Commerce Service		No Response
W. B. Arthur Restoration (W.B. Arthur LLC)		No Response
W. W. Cannon (W. W. Cannon)		No Response
W.O.I. Petroleum, Inc.		No Response
W.S. Darley & Co.		No Response
W.W. Grainger, Inc. (W.W. Grainger, Inc.)		No Response
Wahsega (Wahsega Labs, LLC)		Submitted
Walker Engineering, Inc.		No Response
Wall of Armor, Inc.		No Response
Walsh Door & Security (Walsh Door & Hardware Co.)		Viewed
Ward's Science (VWR International LLC)		No Response
Warhawk Group Security (Warhawk Group LLC)		No Response
Waterside Ace Hardware (dba) (Brazos River Mercantile, LLC)		No Response
WAXIE Sanitary Supply (WAXIE's Enterprises Inc.)		No Response
Waypoint Business Solutions		Submitted
WB Contracting Group,Inc.	Fail	No Response
WBF Tinting... under the Son		No Response
Weathershield Roofing & Repairs (Weathershield Roofing & Repairs)		No Response

Weathershield Roofing, LLC	No Response
Weaver Technologies LLC	Viewed
Weidenbenner Marketing Associa (Weidenbenner Marketing Associa)	No Response
Wells Technology Consulting Group	No Response
WEN Services (R.W. Wells & Company)	No Response
Wendel Energy Services, L.L.C.	No Response
West Memphis Paper	No Response
Westark Sound Company, Inc.	No Response
Westco Ventures LLC	No Response
Western Industries Corporation	No Response
Western Shelter Systems (WS Acquisition LLC)	No Response
Wes-Tex Audio Electronics	Viewed
Westway Ford	No Response
White River Services and Solutions (Arkansas K12, LLC)	No Response
Wholesale Electric Supply Co. Of Houston	No Response
Wildfire Truck & Equipment Sales	No Response
Wilkins Electric LLC	No Response
Wilkins Innovative Conceptual Designs, LLC (Wilkins Innovative Conceptual Designs, LLC)	No Response
Williams Business Strategies of Oklahoma, LLC	No Response
Williams Direct Dryers (Kugler Consulting and Development LLC)	No Response
Wil-Shar Steel (Wil-Shar Inc.)	No Response
Wilson Fire Equipment and Serivce Company, Inc.	No Response
Wilson Fire Equipment and Service Co. Inc.	No Response
Winbourne Consulting, LLC	No Response
Window Film Dallas	No Response
Window Film Depot, Inc.	No Response
Window Tint USA (Global Glass Tinting LLC)	Unsubmitted
Windstream	Submitted
Winkler Waterworks LLC	No Response
wireless & IP Technologies (West Indies Technologies LLC)	No Response
Witt Global Partners	No Response
Woodie Woods Plumbing	No Response

Work Wear Safety Shoes		No Response
World Internet Marketing, Inc.	Fail	No Response
World Of Promotions		No Response
WP Electric and Communications Incorporated		No Response
WSP USA Solutions		No Response
WTKCC (Woods TurnKey Conglomerate Corporation)		No Response
Wunderlich-Malec		No Response
WW Fire & Safety, LLC		No Response
WWW.TANGLEWOODHEALTH.COM (WWW.TANGLEWOODHEALTH.COM)		No Response
Wytec International (Wytec International)		Submitted
x.labs (Royal Holdings Technologies Corp)		No Response
XFComputers		Submitted
Xtreme Security & Fire (Galiguer Corporation)		Submitted
Xyples LLC		No Response
Yakalos (MH America)		No Response
Yates Enterprises (Yates Hair Science Group)		No Response
YellowFolder LLC		No Response
Yes America Now, Inc		No Response
ZAG Branding Solutions		No Response
Zapata Security		No Response
zbs & associates llc		No Response
ZED SECURITY, L.L.C.		No Response
Zeptive, Inc. (Zeptive, Inc.)		No Response
ZeroEyes	Fail	No Response
Zhou Medical Solutions. LLC		No Response
Zipco Contracting, Inc.		Unsubmitted
Zones LLC		Viewed
Zverse		No Response

Participant Detail

1 Priority Environmental Services LLC

Address: 4028 Daley Ave Response Status: No Response

Skip Navigation > Accessibility Options >

Welcome to the Dynamic Small Business Search

DSBS

NEW FEATURES FOR MOBILE USERS: /library/udf
Phone number hotlinks can be used to dial the number on mobile phones.
Address hotlinks can be used to show the address in Google Maps.

SBA has verified the following certifications in DSBS: HZ, WOSB, EDWOSB. Any other certification presented in DSBS (i.e., SDVOSB) is self-certified by a firm and not verified by SBA. Other than these SBA certifications, DSBS is generally a self-certifying database and SBA does not make any representation as to the accuracy of the data included. The SBA strongly recommends that contracting officers diligently review a bidder's small business self-certification before awarding a contract.

Location of Profile

States:

(any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California

(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

Congressional District: Help

County: Select 1 State, then press Lookup Lookup Help

Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

Government Certifications

8(a) Certified or 8(a) Joint Venture:

- (●) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

Women Owned Small Business:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

HUBZone Certification:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

Economically Disadvantaged Women Owned Small Business:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

The SBA's 8(a), HUBZone and SDB certifications are also made available to external software via: SBSS Public Web Services.
For more information, see also SBA Certifications in the search help page.

Ownership and Self-Certifications

- [x] Any Minority Owned:
  - [x] Any Native American Owned:
    - [x] Tribally Owned
    - [x] Alaskan Native Corp (ANC) Owned
    - [x] Native Hawaiian Org (NHO) Owned
    - [x] Other Native American
  - [x] Other Minority Owned
- [x] Community Development Corporation (CDC) Owned
- [ ] Self-Certified Small Disadvantaged Business
- [x] Service Disabled Veteran Owned
- [ ] Veteran Owned (including Service Disabled Veteran Owned)
- [x] Any Self-Certified Women-Owned Small Business: (search help)
  - [x] Self-Certified Women-Owned Small Business under the Women-Owned Small Business Program (more information)
  - [x] Self-Certified Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
  - [x] Self-Certified Women-Owned Small Business Joint Venture
  - [x] Self-Certified Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: Clear These Checkboxes)

Specific Nature of Business

NAICS Codes:	(•) Any	( ) All (slower)	238210,334290,561621	Help
"Buy Green" NAICS Codes:	(•) Any	( ) All (slower)		Help
Keywords:	(•) Any	( ) All (slower)		Help

General Nature of Business

[ ] Manufacturing [ ] Construction [ ] Research & Development [ ] Services

Minimum Acceptable Bonding Levels

[ ] Construction Bonding Level (per contract)
[ ] Construction Bonding Level (aggregate)
[ ] Service Bonding Level (per contract)
[ ] Service Bonding Level (aggregate)

Quality Assurance Standards

[ ] ANSI/ASQC Z1.4 [ ] ISO-9000 Series [ ] ISO 10012-1 [ ] MIL-Q-9858 [ ] MIL-STD-45662A

Size

( ) At least (•) No more than
[ ] Employees and/or [ ] Annual Gross Revenue

Capabilities

Accepts Government Credit Card?	( ) Required (•) Not Required
GSA Advantage Contract?	( ) Required (•) Not Required
Exporter?	( ) Yes ( ) Wants to Be ( ) Either (•) Not Required
	[ ] Has an Export Profile in TM OnLine (*)

(*) To search the contents of "Export Profiles", use the DSBS-affiliated Trade Mission Online Search ("TM OnLine").

Searching for a specific profile

CAGE Code: CAGE Cod Help

UEI: UEI

8(a) Case Number: 8(a) Case #

(Note: Searching by name is slower than other criteria.)

Company Name or Trade Name: Company Name or Trade Name

- ○ Do "sounds like" matching
- ◉ Do "first letters" matching
- ○ Do "contains" matching

Profile Status

Last Updated

○ On or before ◉ On or after mm/dd/yyyy

Status

☑ Active (default)

☐ Expired Registration in SAM

Default Public Search | All

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

Search Results Display Options

Maximum number of profiles to be returned at a time:

Show All

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format,below, automatically sets "Show All".

Show the following fields in the profile list:

Name and Trade Name of Firm; Contact; Address and City, State Zip; Capabilities Narrative; E-mail Address

Edit the columns to be displayed

Font Size (these usually affect all formats except HTML Import as text):

○ Tiny ○ Small ◉ Normal ○ Large ○ XLarge

Format. Show the search results in:

- ○ Table format
- ◉ HTML Import format
  Save As...: ○ .text ◉ .xls (spreadsheet)
  If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.
- ○ Mail-merge format
  Delimiter: ◉ comma ○ comma and blank ○ tab
- ○ Vertical format (useful for mobile users)

NOTE: Search results will be randomized by the time of day you press the "Search Using These Criteria" button.

Search Using These Criteria | Reset | Clear

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	DEFENSE WARRIORS GOVERNMENT SOLUTIONS LLC	TIMOTHY GOODRICH	2011 QUEEN ST PORTSMOUTH, VA 23704-3027
2	R.E.E. CONSULTING, LLC	Giselle Rafael	1400 W Northwest Hwy Ste 240 Grapevine, TX 76051-8116
3	PRETLOW ROBERT	ROBERT PRETLOW	1008 GREGORYS WAY VOORHEES, NJ 08043-2058
4	SUPREME SOLUTIONS, INC.	BRET JONES	6301 LITTLE RIVER TPKE STE 200 ALEXANDRIA, VA 22312-5044
5	PRINCIPLE INFORMATION TECHNOLOGY COMPANY PRINCIPLE GROUP	NICKELL CHERUKU	2510 HINKLES FERRY RICHMOND, TX 77406-2081
6	SMITH FLOORING INCORPORATED	KRISTIN SMITH	903 TOWNSEND ST CHESTER, PA 19013-2433
7	CHITINA DIVERSIFIED SERVICES, LLC	ED HERNDON	821 N ST STE 204 ANCHORAGE, AK 99501-3285
8	ARETE CONTRACTING LLC	KYLE TE	220 E DUNKLIN ST JEFFERSON CITY, MO 65101-3127
9	PRIME TECH CONSTRUCTION LLC	CHIZOMA ONYEMS	823 SUNNYSLOPE WAY AUBURN, CA 95603-6068
10	NATIVE CONSOLIDATED MANAGEMENT LLC	JOHN LEE	1221 WEST CAMPBELL ROAD SUITE 203 RICHARDSON, TX 75080-2948
11	ACCESS GENERAL CONTRACTING INC	ELIZABETH TENE	357 N SHERIDAN ST STE 100 CORONA, CA 92880-2038
12	SPELLMAN CONSULTING GROUP LLC	CRYSTAL SPELLMAN	9797 PRESWICKE PT ALPHARETTA, GA 30022-8682
13	KWAAN BEAR IT SOLUTIONS, LLC	KEVIN ANDRES	5500 CHEROKEE AVE STE 100 ALEXANDRIA, VA 22312-2357
14	MARCO AMERICA CORP	AURELIO JAIMES	20 MANSFIELD RD PISCATAWAY, NJ 08854-1951
15	REYES, CARLOS J KEY MAN	CARLOS REYES	22 E C ENRIQUE GONZALEZ GUAYAMA, PR 00784
16	Accel Solutions LLC	Kimberly Frierson	6401 CALEB CT ALEXANDRIA, VA 22315-3732
17	DELVALLE SERVICES LLC	SIGEBERTO DEL VALLE	7901 E SAINT BERNARD HWY SAINT BERNARD, LA 70085-5420
18	RCA, LLC GTEC (GRAND TRAVERSE ENGINEERING & CONSTRUCTION)	KENNETH OCKERT	3147 LOGAN VALLEY RD TRAVERSE CITY, MI 49684-4772
			8411 OLD MARLBORO PIKE STE 24MPA

19	DOLIVEIRA DJB JV II LLC	JAMIE DOLIVEIRA	UPPER MARLBORO, MD 20772-2622
20	CHAD SMITH CONSULTING, LLC	Chad SMITH	22902 S 494 RD TAHLEQUAH, OK 74464-1629
21	SAVANNAH HOLDING COMPANY, INC.	ELAINE HUANG	22712 COMMERCE CENTER CT STE 160 STERLING, VA 20166-2040
22	DVO CONSULTING LLC	DARCY VAN ORDEN	54 W 200 N APT 7 BOUNTIFUL, UT 84010-6161
23	MIDNIGHT SUN GLOBAL SERVICES, LLC	NEIL MILLER	5700 6TH AVE S STE 105A SEATTLE, WA 98104-2513
24	LEGRANDE TECHNICAL AND SOCIAL SERVICES, LLC DIGITAL DECISION, THE	ROBERT LEGRANDE, II	7579 VENTURE DRIVE ALEXANDRIA, VA 22315-3665
25	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	521 GORDON AVE RENO, NV 89509-1402
26	CETERIS, INC.	JAMES SMITH	2902 MADISON ST MARIANNA, FL 32446-3450
27	SINEW MANAGEMENT GROUP LLC	PHILLIP FOX	3949 HIGHWAY 8 STE 111 NEW TOWN, ND 58763-9567
28	CULINARY CONCEPTIONS LLC	CHRISTOPHER S Briscoe	8 STABLE CT OWINGS MILLS, MD 21117-4724
29	TERRY HONORE CONSTRUCTION COMPANY, INC.	TERRY HONORE	11011 ROYAL ASCOT AVE BATON ROUGE, LA 70816-4056
30	Z SQUARED BUILDERS INC. Z SQUARED CONSTRUCTION	LOURDES MALAEKEH	5039-400 ROBERT J MATHEWS PKWY EL DORADO HILLS, CA 95762-5752
31	RELIANCE CONSTRUCTION MANAGEMENT COMPANY MANAGEMENT	GEORGE HARRIS	302 DAVIS GROVE CIR OFC 6005 CARY, NC 27519-2523
32	PRAIRIE BAND CONSTRUCTION, INC.	TYLER LEVIER	1015 WATERWOOD PKWY STE G-A2 EDMOND, OK 73034-5326
33	GUARDIAN CONSTRUCTION INC	DAVID POMA	7660 E BROADWAY BLVD STE 204 TUCSON, AZ 85710-3760
34	AIRES & SERVICIOS CONTRATISTAS MECANICOS, INC.	JORGE VAZQUEZ	CARR. 183 KM 7.4, HATO LOS SANCHEZ SAN LORENZO, PR 00754
35	TIS3 LLC	RICHARD TAYLOR	15074 SAWGRASS PL HAYMARKET, VA 20169-3125
36	ASH, CORY RESOURCE METRIX	CORY ASH	10013 ORLAND STONE DR BRISTOW, VA 20136-2661
37	SOUTHEASTERN INDUSTRIAL CONSTRUCTION, LLC	CAMILO GIRALDO	49 GARNETT BAYOU RD SANTA ROSA BEACH, FL 32459-3498
			9295 W 82ND AVE

38	ROCK & ASSOCIATES	COREY TERRY	ARVADA, CO 80005-2237
39	ABOHA LLC	CHAD DAVIS	5237 FOREST VIEW RD LAKESIDE, AZ 85929-5730
40	HERITAGE INTERIORS LLC	SANJEEV HIRANI	2553 DULLES VIEW DR STE 700 HERNDON, VA 20171-5228
41	CONFLUENCE CORPORATION REGAL SERVICE COMPANY	MARK LANGNER	653 MAPUNAPUNA ST STE A HONOLULU, HI 96819-2076
42	MCKENZIE CONSTRUCTION & SITE DEVELOPMENT LLC	OLIVER FERNANDEZ III	200 OUTLET POINTE BLVD STE B COLUMBIA, SC 29210-5667
43	YOY INC	SANDRA YOUNG	3906 N SCHREIBER WAY COEUR D ALENE, ID 83815-8395
44	PAGE CONTRACTING SERVICES LLC	BARNEA PAGE	126 PINEVIEW AVE SEVERNA PARK, MD 21146-1658
45	GEMA CONTRACTOR SERVICE CORP.	HECTOR COLLAZO	STREET 678 BO. PAMPANOS VEGA ALTA, PR 00692
46	L.L.C. PRIME ARCHITECTS	GENE LAVASTIDA	212 N CRAWFORD AVE NORMAN, OK 73069-7220
47	BAHA CONSTRUCTION INC.	ANTHONY OLGUIN	3921 OUTLOOK BLVD PUEBLO, CO 81008-1580
48	ALLCON LLC	ANA LOPEZ	260 N MAIN ST HAYSVILLE, KS 67060-1272
49	SIX MILE, LLC	DANIEL PICKETT	7350 E PROGRESS PL STE 100 OFC 19 GREENWOOD VILLAGE, CO 80111-2130
50	ALEUT INFORMATION TECHNOLOGY LLC	JOHN MAYS	5775 MARK DABLING BLVD STE 130 COLORADO SPRINGS, CO 80919-2241
51	PLUG-IN UTILITY SERVICES, CORP.	KELVIN COLON	1178 AVE DOS PALMAS TOA BAJA, PR 00949-4102
52	ANTEAN TECHNOLOGY LLC	SEAN FLOYD	6604 MORNING RIDE CIR ALEXANDRIA, VA 22315-5052
53	AIKENS POWERFUL AND ELITE SOLUTIONS, LLC	STEPHANIE AIKENS	11320 DONKEY FLT HELOTES, TX 78023-4687
54	NEXLEGACY LLC	KENDRICK WHITTINGTON	201 TAYLOR ST, SUITE E HUTTO, TX 78634-4380
55	E6 SERVICES, INC.	KEN ESTRADA	14300 N NORTHSIGHT BLVD STE 111 SCOTTSDALE, AZ 85260-3673
56	ONYX MEDIA SERVICES INC	TED CUMMINGS	300 LONG CREEK DR COVINGTON, GA 30016-7782
57	CHIRICAHUA PROCUREMENT LLC	JOHN MELTON	320 GOLD AVE SW STE 1200 ALBUQUERQUE, NM 87102-3216

58	YERKES SOUTH INC	CHRISTINE YERKES	5605 N MACARTHUR BLVD # 10 IRVING, TX 75038-2617
59	MITCHELL & SONS HVAC INC MITCHELL & SONS CONSTRUCTION	ILA MITCHELL	3560 SALEM ST INDIANAPOLIS, IN 46208
60	DAWSON ENTERPRISES, LLC DAWSON ENTERPRISES GROUP LLC	MICHAEL FONSECA	243 SOUTHWOOD DR PANAMA CITY, FL 32405-4905
61	CHICKASAW DEFENSE GROUP LLC	SHERRI ELLIS	2600 JOHN SAXON BLVD STE 406 NORMAN, OK 73071-1166
62	OPTIMA CONTRACTING LLC OPTIMA KITCHEN & BATH	AMIN HUSSEIN	4705 EISENHOWER AVE STE A ALEXANDRIA, VA 22304-4805
63	WHITE BEAR CONSTRUCTION INC	AMANDA HOY	941 COUNTY ROAD 260 ALTURAS, CA 96101-7527
64	DCR SERVICES & CONSTRUCTION INC	DWIGHT BELYUE	2200 HUNT ST STE 487 DETROIT, MI 48207-3210
65	SES TECHNOLOGIES LLC	LORNA PACE	2060 WINERIDGE PL UNIT A3 ESCONDIDO, CA 92029-1932
66	LP CENTEX TECHNOLOGIES	MICHAEL CROSBY	501 N 4TH ST KILLEEN, TX 76541-4865
67	AMPLE ELECTRIC INC	JOSE DIAZ	1000 RAILROAD AVE WINTERS, CA 95694-2011
68	FORCE ASSET MANAGEMENT, LLC	DARRELL GARCIA	17803 LA CANTERA TER STE 12201 SAN ANTONIO, TX 78256-2545
69	PORT GRAHAM TECHNOLOGIES, LLC	ROBERT BARGERON	22800 SAVI RANCH PKWY STE 219 YORBA LINDA, CA 92887-4623
70	SUH'DUTSING STAFFING SERVICES INC.	PAUL TERRY	1050 E FLAMINGO RD STE W369 LAS VEGAS, NV 89119-7427
71	A-1 PRO TERMITE & PEST CONTROL LLC	ROSALVA RUIZ	1213 COSTA BRAVA BROWNSVILLE, TX 78520-7441
72	DOYON TECHNICAL SERVICES, LLC	WILLIAM LINE	3450 S 344TH WAY STE 100 FEDERAL WAY, WA 98001-5931
73	RED POINT CONSTRUCTION, LLC	JACOB FELLMAN	903 D ST STE L001 LEWISTON, ID 83501-1886
74	HENDERSONS ELECTRIC, LLC	DANIEL HENDERSON	12715 CYPRESSWAY DR SAINT LOUIS, MO 63146-4413
75	RYMARC CONSTRUCTION INC	BRUCE LOPEZ	3440 PRINCETON DR NE STE 217 ALBUQUERQUE, NM 87107-2028
76	TSAY SERVICES, INC.	NEELY KELLEY	346 EAGLE RD OHKAY OWINGEH, NM 87566-3600

77	MSAB LLC	LAURA KNIGHT	400 PERRY PKWY PERRY, GA 31069-9246
78	MIAMI NATION STRONGHOLD LLC	MIKE RATHE	1950 ROLAND CLARKE PL STE 210F RESTON, VA 20191-1414
79	PRISM INTERNATIONAL LLC	DEON FORD	1200 G ST NW STE 800 WASHINGTON, DC 20005-6705
80	SOUTHEASTERN INDUSTRIAL BARLOVENTO JV	CAMILO GIRALDO	1234 AIRPORT RD STE 106 DESTIN, FL 32541-2924
81	OMJ CONSULTANT LIMITED LIABILITY COMPANY	JAMIN PATEL	24 MOCHEN CT SAYREVILLE, NJ 08872-2206
82	MATTHIS CONSTRUCTION COMPANY, INC.	CARLTON MCGRIFF	1416 CLAUDIA SPENCER STREET JACKSONVILLE, FL 32206-2516
83	KEO & ASSOCIATES INC	CHRIS ONWUZURIKE	18286 WYOMING ST DETROIT, MI 48221-2032
84	WARCON, LLC	CHRISTOPHER HENSON	5629 SE 67TH ST OKLAHOMA CITY, OK 73135-1725
85	GLOBAL SECURITY MANAGEMENT AGENCY INC	RICHARD SPARKS	1781 VINEYARD DR STE 204 ANTIOCH, CA 94509-8553
86	GSL ENTERPRISES LLC	SARA LANG	4180 58TH ST S FARGO, ND 58104-4254
87	MEC DISTRIBUTION, LLC	PATRICK O'BERRY	3949 HWY 8 STE 109 NEW TOWN, ND 58763-9560
88	A & B FOUNDRY LLC	VIK SAHNI	835 N MAIN ST FRANKLIN, OH 45005-1648
89	Professional Mechanical Sales & Service, Inc. Pro Mech	Stanley J Loper	800 WATERCREST WAY SUITE 840 Cheswick, PA 15024-1373
90	T1 CONSTRUCTION LLC	ERIK SELL	3201 TREMONT ST NORTH BEND, OR 97459-3062
91	W E S T DEVELOPMENT, INC. GENERAL CONTRATOR	ALLEN SHABILLA	2865 PROGRESS PL STE 2B ESCONDIDO, CA 92029-1530
92	ARCHANGEL PROTECTIVE SERVICES, INC.	KEN THOMAS	444 METROPLEX DR STE B201 NASHVILLE, TN 37211-3171
93	INTERNATIONAL, LLC A S I	JUAN SALGUERO	647 PHILADELPHIA STREET, SUITE 404 INDIANA, PA 15701-3565
94	HUMAN CAPITAL RESOURCES AND CONCEPTS INC HCRC	MARNICE MILLER	403 3RD ST SW WINTER HAVEN, FL 33880-3412

95	ESAI LLC	NANDINI MOULI	12309 HIGHGROVE CT REISTERSTOWN, MD 21136-5669
96	GLOBENET TELECOMMUNICATIONS, L.L.C	DAVID MIDDLETON	210 TITUS LN PINEVILLE, SC 29468-3093
97	SERGEANT BLINDERMAN UNITED LLC SERGEANT BLINDERMAN UNITED	RICK RINGOLD	19027 S JODI RD STE G MOKENA, IL 60448-8549
98	MISSION SUPPORT SERVICES LLC	CYNTHIA SHAW	317 E MAIN ST VENTURA, CA 93001
99	MAKWA GLOBAL SECURITY SOLUTIONS, LLC	TERI TWIGG	1600 UTICA AVE S STE 900 MINNEAPOLIS, MN 55416-1465
100	Sawyer Services Of Virginia, Inc. Sawyer Services	Clay Mullican	12459 Woodstock Rd Glen Allen, VA 23059-1510
101	EB-MEI ONE, JV	ERIC BERRY	18110 MERINO DR ACCOKEEK, MD 20607-3289
102	KO-AM ENTERPRISES, INC.	SWOON KWON	7002 EVERGREEN CT STE B ANNANDALE, VA 22003-3227
103	GROUP LLC TPM GROUP	LINCOLN TYSON	8201 CORPORATE DR STE 800 HYATTSVILLE, MD 20785
104	JOURNEY VAZQUEZ JV LLC	BARB SMITH	2734 CHERRY ST STE 100 KANSAS CITY, MO 64108-3140
105	LLC DTI	RENITA ANDERSON	11518 LOTTSFORD TER BOWIE, MD 20721-2290
106	Vella Corp.	Claudine Dickson	9475 Briar Village Point Ste 316 Colorado Springs, CO 80920-7905
107	ARS ALEUT SERVICES, LLC	MARK GRAGG	667 EMORY VALLEY RD STE D OAK RIDGE, TN 37830
108	JVM CONSTRUCTION INC	JOSEPH MASCARDO	7224 CAMINO DEGRAZIA UNIT 261 SAN DIEGO, CA 92111-7841
109	NAIS-PRAGMATICS JV LLC	JOSHUA CARLISLE	14323 OCEAN HWY UNIT 4119 PAWLEYS ISLAND, SC 29585-4817
110	STAR COMMUNICATION INC.	LAVEDA WHITFIELD	1 INNOVATION WAY STE 300D NEWARK, DE 19711-5490
111	SUSTAINMENT AND RESTORATION SERVICES, LLC	Cynthia Shaw	79 W MONROE ST Ste 1119 CHICAGO, IL 60603-4950
112	SPARK ELECTRIC LLC	KALVIN TORRES	420 ALLEN ST LINDEN, NJ 07036
113	INTERNATIONAL, LLC A S I	JUAN SALGUERO	647 PHILADELPHIA STREET, SUITE 404 INDIANA, PA 15701-3565
	GRIMMER TECHNOLOGY &		4662 DOWER DR

114	OPERATIONS INC	MARIE GRIMMER	ELLICOTT CITY, MD 21043-6411
115	GUARDIAN IT SOLUTIONS GROUP INC	JAMES AGEE	5338 JACOBS CREEK PL HAYMARKET, VA 20169-6151
116	BOREALIS ENTERPRISES, LLC	CHRISTINE FRIES	5350 S WESTERN AVE STE 528 OKLAHOMA CITY, OK 73109-4536
117	ENSPYRE LLC	CORNEILIUS HILL	1009 BERKSHIRE DR MATTESON, IL 60443-2196
118	GSI NORTH AMERICA INC.	MICHAEL WARMINSKY	7014 E CAMELBACK RD STE B100A SCOTTSDALE, AZ 85251-1247
119	QA ENGINEERING, LLC	JON ANTHONY	1409 ORTIZ DR SE ALBUQUERQUE, NM 87108-5577
120	FLATWATER METALS CO	RICH LAHM	424 W 39TH ST SOUTH SIOUX CITY, NE 68776-3736
121	MC2 ENGINEERING & CONSTRUCTION PC	MEGAN CROW	902 N MAIN ST SHERIDAN, WY 82801-3036
122	EXTREME TACTICAL INC	SHANE CORNELL	5692 JOHN GIVENS RD CRESTVIEW, FL 32539-7018
123	WALGA MTE LLC	GINA MCGAUGHEY	407 S PENNSYLVANIA AVE STE 140 JOPLIN, MO 64801-2281
124	3KPC INC	SUBEERA SINGH	12203 LAKE JAMES DR HERNDON, VA 20171-2010
125	RV GLOBAL SOLUTIONS INC	VANDANA GANGU	247 E FRONT ST, SUITE # 1 TRENTON, NJ 08611-1717
126	DAN ENTERPRISES TEAM LLC	LAURA SAPIR	19081 NW 78TH AVE HIALEAH, FL 33015-1900
127	FIRELAKE CONSTRUCTION INC	JACKIE FOLEY	1011 E 31ST ST LAWRENCE, KS 66046
128	BODAGGER ENTERPRISES, INC. BODAGGER BUILDERS	DIEGO GARCIA	1686 LIRIO AVE VENTURA, CA 93004-3226
129	FEDTRIBE LLC	JIM CHENG	1054 POCAHONTAS TRAIL KING WILLIAM, VA 23086-2114
130	USMILCOM, INC.	RAY SEFRHANS	1952 E MCFADDEN AVE SANTA ANA, CA 92705-4706
131	CREATIVE BUILDS CORPORATION	RODOLFO FARBER	925 B ST STE 601 SAN DIEGO, CA 92101-4603
132	KAIVA TECH, LLC	CAMERON ECHOHAWK	6060 W 3650 N STE 500 IVINS, UT 84738-6618
133	ALUTIIQ CONSTRUCTION SERVICES, LLC	JOHN JUSTICE	2115 S 56TH ST STE 205 TACOMA, WA 98409-6900

134	TNK SERVICES LLC	SHERWIN TYNER	402 KODIAK CIR HARKER HEIGHTS, TX 76548-5676
135	IMMACULATE FACILITIES GROUP LLC	JAMES ALEXANDER	630 ELLIS ST AUGUSTA, GA 30901-1464
136	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202
137	MAKKO CONSTRUCTION, L.L.C.	JORGE GARATE	359 CALLE SAN CLAUDIO STE 300A SAN JUAN, PR 00926-4257
138	Confluence Corporation Regal Service Company	Mark Langner	4735 Shilshole Ave Nw, Unit B Seattle, WA 98107-4802
139	I-CONNECT, L.C.	AMITESH SINHA	44933 GEORGE WASHINGTON BLVD ASHBURN, VA 20147-6300
140	BURMAN CONSTRUCTION, LLC	MARCELA AGUILAR	204 N EUCALYPTUS ST EL PASO, TX 79901-1984
141	TRINITY TECHNOLOGY SERVICES INC	GEORGE KINNISON	537 W TAFT DR SOUTH HOLLAND, IL 60473-2030
142	MX Construction, Inc.	Tiffany D Amezcua	555 E Clark Ave Ste D Santa Maria, CA 93455-5237
143	G2I LLC G2I CONSTRUCTION	EMILE GONZALES	3535 PRINCETON DR NE ALBUQUERQUE, NM 87107-4213
144	COVENANT DEVELOPERS INC	LISA HOLMES	200 POINSETTIA LN CEDAR HILL, TX 75104-6636
145	MARTINEZ, JEAN LOUIE V L K CONSTRUCTION	J LOUIE MARTINEZ MARTINEZ	9433 ALDABRA CT SAN DIEGO, CA 92129-2102
146	EVERGREEN CONTRACTORS LLC	MARISELA GARCIA	700 COMANCHE RD NE ALBUQUERQUE, NM 87107-4106
147	FIRELAKE CONSTRUCTION INC.	JACKIE S. FOLEY	1868 E 850 RD LECOMPTON, KS 66050-4061
148	OVERFLOW SERVICE, LLC OVERFLOW CONSTRUCTION SERVICE	PAUL BRYANT	2110 REYNOLDS LN LOUISVILLE, KY 40218-2645
149	OAKWEST SERVICES INC	JUAN PINTOR	1156 N FOUNTAIN WAY STE F ANAHEIM, CA 92806-2010
150	GUILLAUME GROUP LLC SUNRISE STAFFING	GUERLINE MAJUSTE	1451 NW 62ND ST STE 300 FORT LAUDERDALE, FL 33309-1953
151	NISOU PSP SECURITY JV LLC	NIHARIKA SHASTRI	5038 THOROUGHBRED LN BRENTWOOD, TN 37027-4225
152	L.L.C. Pacific Federal Construction	Antwan Mason-West	106 Sweet Birch Longview, WA 98632-9599
153	ALJ SERVICES LLC	LATOYA JULIEN	120 E OAKLAND PARK BLVD STE 108 OAKLAND PARK, FL 33334-1106

154	TEHAMA, LLC	SHERRY GIBSON	9777 PYRAMID CT STE 265B ENGLEWOOD, CO 80112-6009
155	GREENSTONE CONSTRUCTION INC	JUSTIN LINDTEIGEN	827 28TH ST S, SUITE B FARGO FARGO, ND 58103-8727
156	Genco Fabrication Inc	Hector Guerrero	228 E SUNSET RD EL PASO, TX 79922-1069
157	MATOS BUILDERS LLC	MICHAEL MACSHERRY	1321 E PRATT ST BALTIMORE, MD 21231-1709
158	YUKON MANAGEMENT LLC	TIMOTHY GAYLES	112 N WATER ST SPARTA, WI 54656-1737
159	BORJA ENGINEERING & CONSTRUCTION, INC	SAMSON BORJA	500 LA TERRAZA BLVD STE 150 ESCONDIDO, CA 92025-3875
160	WINTRIO LLC	MUSHARAF RASHID	722 E MARKET ST STE 102 #C31 LEESBURG, VA 20176-4475
161	NORTH WIND GENERAL CONTRACTORS LLC	BRENT BROOKS	1425 HIGHAM ST IDAHO FALLS, ID 83402-1513
162	ROSS PROFESSIONAL SERVICES, LLC	DIANE ROSS	6230 3RD ST NW STE 6 WASHINGTON, DC 20011-1334
163	BLACKSTAR COMPANIES, LLC, THE	LES ALLEN JR	5210 BEXAR ST., STE. 107 DALLAS, TX 75215-4901
164	FASTBREAK GENERAL CONTRACTORS LLC	RAYQUAN MILES	47 W QUEENS WAY SUITE G1 HAMPTON, VA 23669-4075
165	REALTIME TECHNICAL SOLUTIONS LLC REALTIMETS	DERRICK LEVRONEY	42060 MANSFIELD PARK CT CHANTILLY, VA 20152-6424
166	KOMAN ADVANTAGE, LLC KA ELECTRIC	MATTHEW YATES	3129 HIGHWAY 83 UNIT 8 SONOITA, AZ 85637-0195
167	ENERGY AND ENVIRONMENT, LLC	JOHN KARAKORN	796 NAVY ST STE B-8 FORT WALTON BEACH, FL 32547-5146
168	ACCURA ELECTRICAL CONTRACTOR, INC.	MANUEL BARRERA	6187 NW 167TH ST STE H3 MIAMI LAKES, FL 33015-4301
169	SILVER LAKE CONSTRUCTION LLC	PAUL CRADDOCK	3215 W STATE ST STE 309E MILWAUKEE, WI 53208-3364
170	BOWHEAD MISSION SOLUTIONS, LLC	JESSY VASQUEZ	1000 SHILOH RD STE 500 PLANO, TX 75074-7221
171	A & A FIRE & SAFETY CO LLC	APRIL FORD-BRODERICK	4380 S 1ST ST CABOT, AR 72023-7420
172	GLOBAL SAT COMMUNICATIONS, INC.	JAVIER SEPULVEDA	CALLE VIRGINIA #75 MAYAGUEZ, PR 00680
173	Friend Contractors, LLC	Jim Mortensen	3852 S 66th St Ste F Tacoma, WA 98409-2472

174	PROJECT 7 SECURITY GROUP PROJECT 7 SECURITY GROUP LLC	NEIL TOKUHARA	6462 CEDAR CREEK RD CORONA, CA 92880-8898
175	OPS TECH ALLIANCE LLC	EURIPIDES RUBIO	14001 JERICHO PARK RD STE A121 BOWIE, MD 20715
176	ENCORE ASSOCIATES, LLC	MELBA TAYLOR	4004 VOLTA AVE STE B BRENTWOOD, MD 20722-1460
177	KOASATI CONSTRUCTION MANAGEMENT, LLC	Craig Williams	411 N SAM HOUSTON PKWY E STE 240 HOUSTON, TX 77060-3555
178	SES ENERGY SERVICES LLC	LORNA PACE	1006 FLOYD CULLER CT STE 8 OAK RIDGE, TN 37830-8022
179	MILLER ELECTRIC COMPANY INC. ENGINEERING	ANNABELLE MILLER	3945 GLEN ST RENO, NV 89502-4966
180	ABC BCS JV	BRYAN POYNER	4179 COUNTY ROAD M ORLAND, CA 95963-9168
181	RONIELLE HOWARD & ASSOCIATES, LLC	RONIELLE HOWARD	2796 E 1240 S ST GEORGE, UT 84790-8672
182	BENECORP, INC.	CARTER BENEFIELD	1201 SHADOWLAWN DR STE 116 SAINT MARYS, GA 31558-4074
183	MISSION FIRST SOLUTIONS LLC	HAIDER JEBUR	18304 CABIN RD TRIANGLE, VA 22172-1403
184	RODRIGUEZ & GARLAND INC	GABRIEL RODRIGUEZ	311 CALLE TERESA JORNET APT 2002 SAN JUAN, PR 00926-7384
185	JVR LLC	JAVIER VILLARREAL	1716 S SAN MARCOS STE 117 SAN ANTONIO, TX 78207-7050
186	CONDOR-NEW AGE LOGISTICS, LLC	RONNIE WRIGHT	1020 MERRILL ST STE 2010 SALINAS, CA 93901-4471
187	PROGOV PARTNERS LLC	MEENAKSHI ARORA	1952 GALLOWS RD STE 214 VIENNA, VA 22182-3823
188	Y & S TECHNOLOGIES INC.	MIRIAM FINCK	1666 CARROLL ST BROOKLYN, NY 11213-5410
189	PLATINUM PAINTING LLC	NOEL MELENDEZ	1632 KINGSWAY RD NORFOLK, VA 23518-4347
190	SHABACH SERVICES LLC	MODUPE ASEKUN	3290 PINE ORCHARD LN STE 107B ELLICOTT CITY, MD 21042-2374
191	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	841 PRUDENTIAL DR STE 1215 JACKSONVILLE, FL 32207-8329
192	E M B ELECTRICAL INC		144 CHALAN GUALICK ST ASTUMBO DEDEDO, GU 96929-6037

193	REARDEN LOGIC INC. REARDEN LOGIC	KRISTOPHER SCHEHR	2650 E 40TH AVE DENVER, CO 80205-3604
194	TIGUA CONSTRUCTION SERVICES, INC.	CHRISTOPHER MUNOZ	12 LEIGH FISHER BLVD EL PASO, TX 79906-5239
195	POLK MAVEN JV1 LLC	REGGIE POLK	229 WARD CIRCLE STE C22 BRENTWOOD, TN 37027
196	MATT L GUINN CONSTRUCTION LLC GUINN CONTRACTING LLC	MATT GUINN	1716 INDUSTRIAL RD JENNINGS, LA 70546-3155
197	KA'ALA SYSTEMS TECHNOLOGY CORPORATION KST	ADRIAN YUNSON	98-025 HEKAHA ST BLDG 2 STE 224A AIEA, HI 96701-4904
198	SOUTHEAST DESIGN ASSOCIATES INC	MANUEL PEREZ-VICHOT	627 ELDRON DR MIAMI SPRINGS, FL 33166-7113
199	CONSTRUCTIVE BUILDING SOLUTIONS, INC.	FRANCISCA GILBERT	202 S 1ST AVE STE 103 YUMA, AZ 85364-2366
200	MANUTEK INC	MANOHAR GADDAM	2200 N CANTON CENTER RD STE #230 CANTON, MI 48187-5038
201	INC. I S P	BENJAMIN NIEVES	600 W MAIN AVE BAYAMON, PR 00961-3898
202	PIERCE & SONS CONSTRUCTION, LLC	NATHAN R PIERCE	92 Pierce Dr Lumber Bridge, NC 28357-7976
203	LLC CYPRESS ENVIRONMENTAL SCIENCE & ENGINEERING	CYNTHIA HENDERSON	906 DESOTO ST OCEAN SPRINGS, MS 39564-3737
204	RITZ CONSTRUCTION, INC. RITZ CONSTRUCTION	NICHOLAS RITZER	550 HIGHLAND ST # 215D FREDERICK, MD 21701-5756
205	QUANTUM BUILDERS, L.L.C. MILITARY CONSTRUCTION	VICTOR MILBOURNE	90 E SPRINGER ST PHILADELPHIA, PA 19119-2241
206	AHTNA INFRASTRUCTURE & TECHNOLOGIES LLC	TIM FINNIGAN	9699 BLUE LARKSPUR LN STE 203 MONTEREY, CA 93940-6552
207	RIZA CONSTRUCTION INC.	COREY AVENS	314 HUBERT BLVD # 1 HUBERT, NC 28539-4266
208	WINDSOR GROUP LLC	DIEDRE WINDSOR	9658 BALTIMORE AVE STE 300 COLLEGE PARK, MD 20740
209	ENVIRONMENTAL SCIENCE SERVICES INC	ANDREW MILANES	1027 N RANGE AVE DENHAM SPRINGS, LA 70726-2407
210	NETWORK DESIGN TECHNOLOGIES INC	JOSEPH RUFFIN	1000 N WEST ST STE 1200 WILMINGTON, DE 19801-1058
211	Buckskin Electrical Contractors, Inc. Buckskin Electrical Contractors	Buddy Albin	420 El Paseo Denton, TX 76205-8570

212	Wenner, Craig Jeffery CJ Constructors	CRAIG Wenner	3029 ESPLANADE STE 5 CHICO, CA 95973-0269
213	TEKSOL INTEGRATION GROUP, INC.	MIGUEL GONZALEZ	CARR #2 KM 149.5 EDIF S.V. MAYAGUEZ, PR 00681
214	IMPACT ELECTRIC SERVICES LLC	JASON GARCIA	1495 TIERRA DEL SOL LAS CRUCES, NM 88007-5549
215	R-CAP SECURITY, LLC	CHARLOTTE PERKINS	7800 SUPERIOR AVENUE CLEVELAND, OH 44103-2858
216	GALLEON CONTRACTING LLC	MAURICE MARTINEZ	530 NEW LAREDO HWY SAN ANTONIO, TX 78211-1928
217	MOBLEY & ALLEN ASSOCIATES LLC	TERICA ALLEN	80 T ST NW WASHINGTON, DC 20001-1009
218	TYCO CONSTRUCTION & INDUSTRIAL SERVICES INC	TYRONE HARRIS, SR.	6197 BOWEN RD BLACKSHEAR, GA 31516-1147
219	NATIVE AMERICAN INDUSTRIAL SOLUTIONS L.L.C.	JOHN MEYERS	14323 OCEAN HWY UNIT 4119 PAWLEYS ISLAND, SC 29585-4817
220	MILLENNIUM ENTERPRISES, LLC	RAJ GOWDA	7921A W BROAD ST STE 127 HENRICO, VA 23294-6344
221	INTEGRIWARD, LLC	DIANA DAVIS	4203 GARDENDALE ST STE 210C SAN ANTONIO, TX 78229-2202
222	SQN SYSTEMS CORP	JOSEPH CONLEY	9654 GOLDEN ROD PATH COLUMBIA, MD 21046-2001
223	G1 CONSTRUCTION, INC.	TORRI GALAVIZ	976 BRADY AVE NW SUITE 100 ATLANTA, GA 30318-5699
224	A & A SERVICES BALDWIN & SHELL JOINT VENTURE LLC	APRIL BRODERICK	295 W KIEHL AVE SHERWOOD, AR 72120-2815
225	JTR EXCAVATION LLC	TYLER ROSS	1869 WELSH AVE CASPER, WY 82604-2202
226	J CAYE PREMIER DINING INC	JENNA NORWOOD	302 SYDNOR ST HOUSTON, TX 77020-6043
227	LBYD FEDERAL, LLC	KEVIN BROWN	3601 EISENHOWER AVENUE STE 140 ALEXANDRIA, VA 22304-6425
228	KATMAI INTEGRATED SOLUTIONS, LLC	CYNTHIA VANDEN BERG	34 KELLEY WAY BRILLIANT, OH 43913-1087
229	SERENA CONSTRUCTION LLC	CARLOS SOLORZANO	2428 BERNADOTTE CT VIRGINIA BEACH, VA 23456-6512
230	EARTHTEK BUILDERS	SAE JOON OH	2707 W 230TH PL TORRANCE, CA 90505-3141
231	LLC Management	Jason Perez	120 South Park Square Ste 210 Marietta, GA 30060-8630

232	ISCANI INDUSTRIES LLC	RACHEL CRAWFORD	122 W BROADWAY ST STE A ANADARKO, OK 73005-2806
233	VANGUARD PACIFIC LLC	SYDNEY CODY	2207 GARNET AVE STE N SAN DIEGO, CA 92109-3713
234	SAKE CONTRACTING INC	SANDRA KISTER	49 RIDGE HAVEN DR RIDGE, NY 11961-2127
235	GOSHAWK, LLC	BRANDON MANN	211 N LOOP 1604 E STE 150 SAN ANTONIO, TX 78232-1265
236	NEW DOMINION CONSTRUCTION LLC	ADRIAN LAWSON	17959 DUMFRIES SHOPPING PLAZA SUITE B3 DUMFRIES, VA 22026-2490
237	FLATWATER METALS COMPANY	KATHY RASMUSSEN	818 ST. AUGUSTINES DR WINNEBAGO, NE 68071-5167
238	M & G CLEANING & PAINTING SERVICES INC.	PAUL SMITH	4030 6TH ST BALTIMORE, MD 21225-2108
239	INTERNATIONAL GLOBAL SOLUTION, CORP	CLARENCE LYLES	643 MASSACHUSETTS AVE STE 200 INDIANAPOLIS, IN 46204-1653
240	KRANE SOLUTIONS, INC	SONIA LEON	CARR 2 KM 39.9 BO ALGARROBO VEGA BAJA, PR 00693
241	GUSTAV KEONI PRECISION CONSTRUCTION SERVICES	KARL VAILLANCOURT	3480 S HIGUERA ST STE 130 SAN LUIS OBISPO, CA 93401-7392
242	JOURNEY VAZQUEZ JV LLC	BARB SMITH	7660 PRODUCTION DR CINCINNATI, OH 45237-3209
243	SJD&B, Inc.	Casey Miyashita	19758 Three Oaks Lane Walnut, CA 91789-5348
244	US COMFORT BUILDING SERVICES	ELYES MASTOUR	12601 VAN NUYS BLVD UNIT 211 PACOIMA, CA 91331-1331
245	PLURAX LLC	CEDRIC WIGGINS	1761 CHURCH ST STE 105 NORFOLK, VA 23504-2313
246	MELGAR FACILITY MAINTENANCE LLC	AUDELINO MELGAR JR	2260 HIGHLAND VILLAGE ROAD # 400 HIGHLAND VILLAGE, TX 75077-7132
247	COMPANY AVATARA SERVICES	PATRICIA JACKSON	36 HAYWOOD ST # 401 ASHEVILLE, NC 28801-2832
248	VISION QUEST SOLUTIONS INC.	CHARLIE FORD	13212 COMMODORE RD HOT SPRINGS, SD 57747-7398
249	STAMPEDE VENTURES, INC.	ZIBA GRAHAM	7411 HANCOCK CT NE ALBUQUERQUE, NM 87109-4589
250	INDICIUM TECHNOLOGIES INC. TECHNOLOGY	JAMILA JONES	1528 WINCHESTER AVE APT 2 MARTINSBURG, WV 25405-5025

251	AKHI LLC	BRENDA REBNE	110 W 38TH AVE STE 200H ANCHORAGE, AK 99503-5677
252	VANGUARD PACIFIC LLC	SYDNEY CODY	1 CHISOLM TRAIN, SUITE 450 ROUND ROCK, TX 78681
253	IMEC GROUP, LLC	GUDELL WARD	6470 DOBBIN ROAD, SUITE B COLUMBIA, MD 21045-4767
254	ACS-CPC JV LLC	ROSE KANEHE	29429 MASTERS DR MURRIETA, CA 92563-5856
255	PEAK ELECTRIC, INC.	MILTON MCINTYRE	320 NORTH BYRNE RD TOLEDO, OH 43607-2607
256	ONE TOUCH BUILDING MAINTENANCE, LLC	JULIAN CLAYBOURNE	221 N 18TH ST KANSAS CITY, KS 66102-4916
257	AMRI LLC	IRMA CAMACHO	418 MELONEY DR HINESVILLE, GA 31313-5763
258	KNZ SOLUTIONS INC	KHALED MUSSA	9100 BALTIMORE ST NE STE 110 BLAINE, MN 55449-4376
259	Ennoble First Incorporated Ennoble First Government Solutions	Ganesh Natarajan	42211 Marcy Way Chantilly, VA 20152-4118
260	RB & SON GENERAL CONTRACTORS INC	RICHIE BALROOP	11442 122ND STREET SOUTH OZONE PARK, NY 11420-2023
261	DUMOUR SERVICES LLC	JACQUELINE PERKINS	201 CRATER WOODS CT PETERSBURG, VA 23805-9100
262	PLURAX LLC	CEDRIC WIGGINS	13 PALAFOX PL PENSACOLA, FL 32502-5637
263	CONLIFF SOLUTIONS LLC	MICHAEL MARSHALL	23664 JAYADEV TER ASHBURN, VA 20148-1882
264	BLUE SPADER CONTRACTORS INC	BILLY COLLINS	32332 EDWARD AVE STE D MADISON HEIGHTS, MI 48071-1417
265	ELEVATED - FORESIGHT JV, LLC	MICHAEL BEARD	2441 NW 43RD ST STE 5C GAINESVILLE, FL 32606-7480
266	CCI Facility Support Services LLC	John D Morrison	111 W 16th Ave Ste 410 Anchorage, AK 99501-5169
267	DAWSON ENTERPRISES LLC DAWSON ENTERPRISES GROUP	DAWNA SMITH	100 SAUNDERS RD STE 150 LAKE FOREST, IL 60045-2526
268	PRESAFE TECHNOLOGIES LLC	ROBERT JONES	5 UNAMI CT SOMERSET, NJ 08873-4645
269	CIN-G CONTRACTING LLC	CINDY GONZALES	5285 W LOUISIANA AVE LAKEWOOD, CO 80232-5938
270	PATRIOTS MANAGEMENT, LLC	CHARLES FREDERICK III	760 TRAVELERS BLVD SUITE E SUMMERVILLE, SC 29485-8294

271	MCCORY CONSTRUCTION CO LLC	TAMIKA MCCORY	5317 INVERCHAPEL RD SPRINGFIELD, VA 22151-1903
272	DAWSON ENTERPRISES, LLC	MICHAEL FONSECA	900 FORT STREET MALL STE 1850 HONOLULU, HI 96813-3707
273	JLGOV LLC	JOSEPH LEE	5825 ARROWHEAD DR STE 202 VIRGINIA BEACH, VA 23462-3247
274	CHENEGA ANALYTIC BUSINESS SOLUTIONS LLC	SONIA MUNDRA	10505 FURNACE RD STE 205 LORTON, VA 22079-2636
275	SF GENERAL MAINTENANCE SERVICES LLC	SINCLAIR FLEMMING	132 CASTLE COAKLEY CHRISTIANSTED, VI 00820
276	EMB ELECTRICAL INC	MILA ALON-ALON	894B N MARINE CORPS DR TAMUNING, GU 96913
277	JAMES' ELECTRICAL CONTROL, INC.	PEDRO AGUILAR	12301 DULEY STATION RD UPPER MARLBORO, MD 20772-7975
278	MEDVED GLOBAL INC	MICHELLE HICKS	24363 ROAD L CORTEZ, CO 81321-8805
279	RED PEAK TECHNICAL SERVICES LLC	MELISSA SLINKARD	300 ALIMAQ DR KODIAK, AK 99615
280	VTS GROUP	DENNIS PEREZ	121 ROSEWOOD DR LA VERNIA, TX 78121-4757
281	M & K GENERAL CONTRACTORS INC	KARLA FRESE	241 W 35TH ST STE L NATIONAL CITY, CA 91950-7920
282	BRONZE OAK LLC	BRENT PAGE	15800 S 193RD EAST AVE BROKEN ARROW, OK 74014-8054
283	OHANA ENVIRONMENTAL AND CONSTRUCTION LLC REGION 8 INTERNATIONAL	STEVEN WINGER	6395 LAKE GULCH RD CASTLE ROCK, CO 80104-8990
284	CORNERSTONE CONSTRUCTION GROUP LLC	NAKIA LUNN	6525 E 82ND ST STE 117 INDIANAPOLIS, IN 46250-1545
285	KIAN INTERNATIONAL INC.	SHAHRAM TAHERINIA	13575 58TH ST N STE 338 CLEARWATER, FL 33760-3740
286	RODRIGUEZ, PEDRO V RDZ CONTRACTORS	PEDRO RODRIGUEZ	864 OSOS ST., SUITE A SAN LUIS OBISPO, CA 93401-2743
287	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	630 ELLIS ST STE 2-D AUGUSTA, GA 30901-1464
288	Palmetto Civil Group, LLC	JOSEPH H Jefferson	4225 PIGGLY WIGGLY DR NORTH CHARLESTON, SC 29405-5602
289	ENVIRONMENTAL CONSTRUCTION SERVICES, INC.	Michael Brown	1924 Park Meadows Dr Ste 3 Fort Myers, FL 33907-3750

290	SES TECHNOLOGIES LLC	TERRI CLEMENS	2395 N COURTENAY PKWY STE 204B MERRITT ISLAND, FL 32953-4034
291	EB ENTERPRISES, LLC	ERIC BERRY	18110 MERINO DR ACCOKEEK, MD 20607-3289
292	KOMAN ADVANTAGE, LLC KA ELECTRIC	MATTHEW YATES	9711 WASHINGTONIAN BLVD STE 550 GAITHERSBURG, MD 20878-5789
293	KAMBRIAN CORP	HAMID MOTEAREFI	2707 E VALLEY BLVD STE 312 WEST COVINA, CA 91792-3198
294	BluPrint, LLC BluPrint, LLC - HUMAN CAPITAL CONSULTANTS	Gloria B Thornwell	3261 Old Washington Rd Ste 2020 Waldorf, MD 20602-3231
295	DATA-TRONIX INC	MARVIN JACKSON	406 ABERDEEN RD HAMPTON, VA 23661-1348
296	ACCEND NETWORKS INC	PAULA WONG	75 E SANTA CLARA ST STE 900 SAN JOSE, CA 95113-1842
297	KOVAIS INNOVATIVE SOLUTIONS LLC	MYRON PRICE	100 M ST SE STE 600 WASHINGTON, DC 20003-3648
298	PROVIDINGREEN LLC CHAROLES	CAROLINA ACEVEDO	8693 E DAVIES AVE CENTENNIAL, CO 80112-1805
299	Pivotal Point, LLC	Dokmai Webster	521 C St Quantico, VA 22134-3438
300	AGMA SECURITY SERVICE INC	EDGARDO TORO	CARR 345 KM 1.5 AMAGON INDUSTRIAL PARK SUITE B HORMIGUEROS, PR 00660
301	AJ COMMERCIAL SERVICES INC	RAFALITA AVALOS	372 FULLERTON AVE STE 17 NEWBURGH, NY 12550-3740
302	SH MECHANICAL INC	KERLITA HACKER	231 TRAVIS CT SUISUN CITY, CA 94585-2441
303	GMW CONSTRUCTION LLC	GREGORY WEBSTER	1470 ELMWOOD AVE SHARON HILL, PA 19079-2207
304	Network Alliance LLC	Melissa C Killen	4242 Medical Drive Suite 5250 San Antonio, TX 78229-5367
305	NEXT GENERATION DEVELOPMENT, LLC	DANIEL OKORIE	2525 ROBINHOOD ST STE 216 HOUSTON, TX 77005-2573
306	PUYENPA CONSTRUCTION LLC	JERROD MALLINGER	511 DUCKWATER FALLS RD DUCKWATER, NV 89314-9800
307	AAG SOLUTIONS, INC.	JOEL RADIX	7315 WEBSTER TURN FORT WASHINGTON, MD 20744-1736

308	AJCE CORPORATION	ANTHONY CISNEROS	132 CLYDE ST STE 1C WEST SAYVILLE, NY 11796-1927
309	MARITIME AVIATION SECURITY TEAM, LLC	EMORY HARSHMAN IV	704 PILOTS RIDGE RD WILMINGTON, NC 28412-2929
310	Bethel Residential Homes LLC Bethel Solutions	Lena j Thomas	11430 BRANT HOLLOW CT CHESTERFIELD, VA 23838-8961
311	CHEROKEE NATION DEVELOPMENT GROUP, L.L.C.	BILL OWENS	10838 E MARSHALL ST STE 220 TULSA, OK 74116-5683
312	Dr. Ritu Kapoor and Associates, LLC IMAGITECH	RITU KAPOOR	10401 Boswell Ln Potomac, MD 20854-6301
313	SUGPIAT GROUP, LLC	Stacy D Buchanan	10440 Little Patuxent Pkwy Ste 300 Columbia, MD 21044-3648
314	AVANTE CONSTRUCTION INC.	YOKO LARKIN	9380 ACTIVITY RD STE J SAN DIEGO, CA 92126-4413
315	ARMITAGE SAI JV	PENNY ARMITAGE	505 ELLICOTT ST STE A2 BUFFALO, NY 14203-1547
316	KRIAANET INC	SHAILENDRA JAIN	722 E. MARKET ST. SUITE 102 OFC A29 LEESBURG, VA 20176-3375
317	CJN CONSULTING INC	CAMILLA NGURRE PAUL	141 WINDMEADOW WAY FAYETTEVILLE, GA 30214-5313
318	FEDERAL SECURITY SYSTEMS INC	ERIC STULGINSKY	8560 CINDER BED RD STE 400 NEWINGTON, VA 22122
319	JENNRAND DIVERSIFIED LLC	RANDY RANDOLPH	120 CHERRY ST TATUM, TX 75691-1927
320	LRG CONSTRUCTION JV, LLC	KEVEN TRUESDELL	101 W BENSON BLVD STE 202 ANCHORAGE, AK 99503-3974
321	ANDER AND SONS, INC.	LUCIUS ANDERSON	821 HOSS ROAD CHARLESTON, SC 29414
322	TEYA ENTERPRISES LLC	GREG STRIKE	500 WOODLAKE CIR STE E CHESAPEAKE, VA 23320-8938
323	K.J. CAIN COMPANY GENERAL CONTRACTOR	KAREEM CAIN	4692 WOODMERE RD SANTA MARIA, CA 93455-6688
324	RAYMOND ELECTRICAL SERVICE LLC	LEROY RAYMOND	15762 BURKHALTER RD STATESBORO, GA 30461-7043
325	EXCELOUS, LLC	KAREN SWAIN	2678 TELFAIR DRIVE SMYRNA, GA 30080
326	DOYON TECHNICAL SERVICES, LLC	WILLIAM LINE	33 COLLEGE HILL RD BLDG 31 WARWICK, RI 02886-2776
327	ANVIL STEEL ENGINEERING INC	LAMONT DAVIS	256 PROSPECT HILL ST TAUNTON, MA 02780-1135

328	GOLDWINGS SUPPLY SERVICE, INC.	LIA HUNT	521 ALA MOANA BLVD STE M-326 HONOLULU, HI 96813-4913
329	SERVITECH INC	JIM BARKER	13892 E SMITH DR AURORA, CO 80011-2249
330	Vella Corp.	Claudine Dickson	6827 Silverwind Cir Colorado Springs, CO 80923-6407
331	GAILLARD & ASSOCIATES, CPA, LLC SAMUEL GAILLARD CPA	SAMUEL GAILLARD	1401 MERCANTILE LN STE 200H LARGO, MD 20774-4310
332	CHICKASAW STRATEGIC POINTE, LLC	SEAN TAFOYA	2600 JOHN SAXON BLVD STE 2209 NORMAN, OK 73071-1166
333	THE RANSOMED GROUP INC	JENNIFER RANSOM	6545 ESPALIER CIR MEMPHIS, TN 38119-6648
334	TERRA SITE CONSTRUCTORS LLC	BABUR MIAN	1200 WOODRUFF RD STE A3 #151 GREENVILLE, SC 29607-5732
335	PROSIDIAN CONSULTING LLC PROSIDIAN	ADRIAN WOOLCOCK	409 S VANCE ST UNIT B GASTONIA, NC 28052-3729
336	OFFICE DESIGN SOLUTIONS LLC	TRACEY BROWN	294 SOWELL RD MCDONOUGH, GA 30252-2986
337	SES ENERGY SERVICES LLC	LORNA PACE	7217 LOCKPORT PL STE 201 LORTON, VA 22079-1584
338	CLEAR CLOUD SECURE TECHNOLOGIES LLC	DAREN MASTEN	1221 E 8TH ST UPLAND, CA 91786-1516
339	DOC DEVELOPMENT, INC.	RADCLIFF QUARTERMAN	300 S 1ST ST STE 302 LEESVILLE, LA 71446-4372
340	BRAD CONSTRUCTION COMPANY II, LLC	JAMEEL HANIF	500 W LANIER AVE STE 801 FAYETTEVILLE, GA 30214-7642
341	HIGH COUNTRY CONTRACTORS INC.	MARK BEAL	1009 E 146TH ST PERKINS, OK 74059-3506
342	SPR CONSTRUCTION CORPORATION	PRITESH PATEL	90 STATE STREET # 700 ALBANY, NY 12207-1707
343	SLAM TECHNICAL SERVICES LLC	MOHAMMED BUTT	222 CATOCTIN CIR SE LEESBURG, VA 20175-3730
344	Key General Contractors, Inc	Kevin N Murdock	4680 Edison Ave #C Colorado Springs, CO 80915-4116
345	MARTINEZ SERVICES, INC. MARTINEZ CONSTRUCTION SERVICES	BREANN JONES	889 4TH ST STE 201 SAN RAFAEL, CA 94901-3287
346	POWER CONSTRUCTORS LLC	FABIAN TAEA	56-473 PAHELEHALA LOOP KAHUKU, HI 96731-2045
347	PARADIGM MECHANICAL CORP	MELINDA DICHARRY	6550 FEDERAL BLVD LEMON GROVE, CA 91945-1311

348	MIRACLE ONE BUILDERS, INC MIRACLE ONE BUILDERS	CAREY KINYON	119 W SULPHUR ST STE D5 LAKE ELSINORE, CA 92530-3703
349	HOPE CAPITAL LLC VERTICAL IDENTITY BACKGROUND SCREENING & DRUG TESTING	SARAH HOPE	2039 S MILL AVE STE E TEMPE, AZ 85282-2137
350	VAQUEROS ELECTRICAL LLC	OTHON RUIZ	424 W ANSLEY ST SAN ANTONIO, TX 78221-3101
351	LUMBEE ENTERPRISE DEVELOPMENT, INC.	RABON LOWRY	120 W 3RD ST PEMBROKE, NC 28372-7016
352	ENHANCED MECHANICAL SYSTEMS LLC	ADRIAN RIVERA	501 JUANITA ST COLORADO SPRINGS, CO 80909
353	AGMA SECURITY SERVICE INC.	EDGARDO TORO	2501 SHOAL BASS WAY KISSIMMEE, FL 34746-1962
354	CHEROKEE NATION DEFENSE SOLUTIONS LLC	JENNYLYNN GATES	10838 E MARSHALL ST STE 200 C TULSA, OK 74116-5682
355	LALINI ENTERPRISES LLC	LALINI PILLAY	1400 MONTAGUE ST NW WASHINGTON, DC 20011-2870
356	DE LA FUENTE CONSTRUCTION, INC. DLF CONSTRUCTION	JORGE DIAZ DE LA FUENTE	22 W 35TH ST STE 207 NATIONAL CITY, CA 91950-7927
357	SPECCOM INC	DANIEL LEGARDA	608 S KING ST STE 102D LEESBURG, VA 20175-3924
358	MIAMI TRIBAL SYSTEMS INTEGRATORS LLC	PATRICK MILLER	1950 ROLAND CLARKE PL STE 210H RESTON, VA 20191-1414
359	DDC CONSTRUCTION SERVICES LLC DDC 4C	ALLAN STODDARD	8840 E CHAPARRAL RD STE 145 SCOTTSDALE, AZ 85250-2611
360	MIDNIGHT SUN GLOBAL SERVICES, LLC	NEIL MILLER	1577 SPRING HILL RD STE 320 VIENNA, VA 22182-2446
361	BECKRICH CONSTRUCTION LLC	RENEE GLENDENNING	11460 BLACK FOREST RD COLORADO SPRINGS, CO 80908-3992
362	INC. RAZOR CONSULTING	CARLA SCHWARTZENBERGER	1416 10TH STREET SW WATFORD CITY, ND 58854-6845
363	JCJ Chavez Construction Incorporated	Marilupe Chavez	4986 San Jacinto Cir E Fallbrook, CA 92028-8866
364	TEYA ENTERPRISES LLC	RON PERRY	1737 LEE ROAD 10 AUBURN, AL 36832-8053
365	A-TEK MECHANICAL INC	CURLY PHOM	37427 INDUS PL MURRIETA, CA 92563-2738
			45240 BUSINESS CT STE 300

366	LONGEVITI LLC	BRANDON LONG	STERLING, VA 20166-6703
367	CAYUSE FEDERAL SERVICES LLC	WALTER STANKEWICK	72632 COYOTE RD PENDLETON, OR 97801-1002
368	JUSTIN J REEVES LLC N/A	JUSTIN REEVES	7836 PARK AVE HOUMA, LA 70364-3172
369	DEGRAAF SYSTEMS INC	JAMES DEGRAAF	4317 FLORIDATOWN RD PACE, FL 32571-1838
370	MANCOM INC	DARRELL LEONARD	8601 N BLACK CANYON HWY STE 117 PHOENIX, AZ 85021-4155
371	KEKOLU CONTRACTING LLC	KENDIS KADO	9375 CHESAPEAKE ST STE 209 LA PLATA, MD 20646-3654
372	SUNSTAR ELECTRICAL, LLC	Moises Perez	13012 TURKEY BRANCH PKWY ROCKVILLE, MD 20853-3343
373	ALEUT MANAGEMENT SERVICES, LLC	GEOFF VAUGHAN	12355 SUNRISE VALLEY DR STE 300F RESTON, VA 20191-3497
374	CAPITOL UNITED SOLUTIONS INC	KARAMJEET BASSAN	9007 BUSH CREEK CIR FREDERICK, MD 21704-7844
375	AFFILIATED SERVICES INTERNATIONAL, LLC	JUAN SALGUERO	1705 MARRIOTT LANE UNIT A BARNHART, MO 63012-1499
376	VMR CONSTRUCTION CORP.	YADIEL ROMAN	CARR 119 KM 0.5 INTERIOR BO. PUENTE SECTOR ZARZA CAMUY, PR 00627
377	CHEROKEE NATION MECHANICAL LLC	JENNYLYNN GATES	2 W. 2ND ST SUITE 1500-30 TULSA, OK 74103-3123
378	SANTA & CO CORP.	YDARMIE SANTA	PR #2 KM 62.1 BO. CANDELARIA GARROCHALES, PR 00652
379	KAIVA SERVICES, LLC	CAMERON ECHOHAWK	6060 W 3650 N STE 400 IVINS, UT 84738-6618
380	GENESIS 360 LLC	CRAIG STEVENS	804 MAIN ST BATON ROUGE, LA 70802-5528
381	RED POINT CONSTRUCTION LLC	JACOB FELLMAN	561 E STEEL LOOP PALMER, AK 99645-6688
382	BGESH, INCORPORATED	WES HALLIBURTON	222 S MILL AVE # 80030 TEMPE, AZ 85281-2889
383	SIMPLE TECHNOLOGY SOLUTIONS INC.	ADRIAN RICH	1775 I ST NW SUITE 1150 WASHINGTON, DC 20006-2435
	JOHNSONS IMMEDIATE SOLUTIONS		4601 PRESIDENTS DR STE 370

384	LLC	SYLVIA JOHNSON	LANHAM, MD 20706-4834
385	ACCURA ENGINEERING AND CONSULTING SERVICES, INC.	PRASHANTHI REDDY	3200 PRESIDENTIAL DR ATLANTA, GA 30340-3910
386	LUMBEE RESOURCE MANAGEMENT GROUP	JOHNNY HELMS	6440 SOUTHPOINT PARKWAY STE 300 JACKSONVILLE, FL 32216-8003
387	MIDNIGHT SUN GLOBAL SERVICES, LLC	NEIL MILLER	3041 BERKS WAY STE 102F RALEIGH, NC 27614-6777
388	BARON COMMUNICATIONS INCORPORATED	LAFAYETTE TATEM	920 VENTURES WAY STE 1 CHESAPEAKE, VA 23320-2883
389	STRATUS SECURITY MANAGEMENT INC	BRANDON PIERCE	19804 FITZPATRICK ST DETROIT, MI 48228-1002
390	JEM CONTRACTING LLC	JEORDIE MASON	4248 BUGGS FERRY RD MACON, MS 39341-9426
391	A.S.P.S., LLC ALL STATE PROTECTIVE SERVICE	ALL STATE PROTECTIVE SERVICE	2036 CONVENTION ST APT 1 BATON ROUGE, LA 70806-3679
392	JNB SERVICES, LLC	WILLIAM HOLLEY	761 N DALEVILLE AVE DALEVILLE, AL 36322-2009
393	Aneukor LLC	Christina Sawyers	4000 Legato Rd Ste 1100 Fairfax, VA 22033-2893
394	INC ST SOLUTIONS	JOHN JOHNSON	22340 BELLE TERRA DR ASHBURN, VA 20148-7177
395	CUETO CONSULTING & CONSTRUCTION LLC	ANDREW CUETO	518 N 5TH ST TEMPLE, TX 76501-3112
396	ALUTIIQ CONSTRUCTION SERVICES, LLC	JOHN JUSTICE	3909 ARCTIC BLVD STE 500 ANCHORAGE, AK 99503
397	E-9 ENTERPRISES INC	STEVEN MARTINEZ	824 YELLOW JASPER PT COLORADO SPRINGS, CO 80921-7673
398	CAPSTONE MECHANICAL & GENERAL CONTRACTOR LLC	DOUGLAS RIVERA	750 ANDROMEDA STREET URB. VENUS GARDENS SAN JUAN, PR 00926-4907
399	GC WORKS INC.	LANCE WAYNE	9894 BISSONNET ST STE 241 HOUSTON, TX 77036-8239
400	JORDON CONSTRUCTION COMPANY L.L.C	JAMES JORDON	600 E NORTH ST STE 200 GREENVILLE, SC 29601-3012
401	VERSATECH/IMPYRIAN TECHNOLOGY NETWORK LLC V-TEN	MATTHEW MCCATHORINE	8161 MAPLE LAWN BLVD FULTON, MD 20759-2538
402	D7 LLC DAWSON D7	THOMAS COFFEY	1755 TELSTAR DR STE 500 COLORADO SPRINGS, CO 80920-1021
403	SPECIALTY CONSTRUCTORS SERVICES INC.	JOSE RODRIGUEZ	197 N 10TH ST STE 203 GROVER BEACH, CA 93433-2159

404	TLI CONSTRUCTION, INC.	CINDY LINCICOME	3610 CENTRAL AVE STE 400 RIVERSIDE, CA 92506-5907
405	MARRERO, COUVILLON & ASSOCIATES, L.L.C.	STACEY VINCENT	4354 S SHERWOOD FOREST BLVD D200 BATON ROUGE, LA 70816-4476
406	TIMITRON CORPORATION	TIMOTHY GOODRICH	4900 S BROAD ST STE 200 BLDG 6 PHILADELPHIA, PA 19112-1315
407	OSPREY MANAGEMENT LLC	KELVIN KING	210 SPALDING LAKE PL ATLANTA, GA 30350-1159
408	AMERICAN VET INDUSTRIES LLC	LEONARDO PENA	1005 N POINT BLVD STE 706 BALTIMORE, MD 21224-3402
409	WILLIAMS ROOFING & CONSTRUCTION INC.	ANTHONY WILLIAMS	4552 CROSSTIE RD JACKSONVILLE, FL 32257-4548
410	B WILLIAMS RESOURCES INC	THOMAS WILLIAMS	59 HENLEY ST CASTLEWOOD, VA 24224
411	UNAMI LLC	LAURA PONDER	7060 S YALE AVE STE 707 TULSA, OK 74136-5717
412	KALIWOHI SERVICES CORPORATION	KRISTOPHER CLARK	6025 HUMBER LN AUBREY, TX 76227-1899
413	CHEROENHAKA NOTTOWAY ENTERPRISES LLC	JAE KANG	27345 AQUIA PATH DR COURTLAND, VA 23837-2195
414	ML BUILDERS, LLC	SHAWN MCCULLOUGH	700 E NORTH ST STE 4 GREENVILLE, SC 29601-3013
415	COPPER RIVER INFRASTRUCTURE SERVICES LLC	JEFF BABOS	5800 FRANKLIN ST STE 103B DENVER, CO 80216-1201
416	TOTAL PROPERTY SERVICES LLC TOTAL PROPERTY SERVICES	DOUG HORNER	10324 PORTLAND AVE E TACOMA, WA 98445-3950
417	AHTNA INFRASTRUCTURE & TECHNOLOGIES LLC	RONALD DESGRANGES	110 W 38TH AVE STE 200M ANCHORAGE, AK 99503-5677
418	GSI NORTH AMERICA INC	MICHAEL WARMINSKY	2336 CANYON BLVD BOULDER, CO 80302-5618
419	TRI COAST-PAC TECH JV LLLP	ANDREA FERGUSON	755 VANDERCOOK WAY STE 202B LONGVIEW, WA 98632-4050
420	LEISNOI PROFESSIONAL SERVICES, LLC	KEVEN TRUESDELL	125 TUN JESUS CRISOSTOMO STREET STE 208 TAMUNING, GU 96913-3551
421	R.E.E. CONSULTING, LLC G.BATISTA & ASSOCIATES	GREGORIO BATISTA	3806 DAVIE BLVD FORT LAUDERDALE, FL 33312-3404
422	AAECON GENERAL CONTRACTING, LLC	TROY ANSERT	1445 W HOOSIER BLVD STE 103 PERU, IN 46970-3727

423	HUGH AND ASSOCIATES INC.	VICTOR GILKES	1928 BENNING ROAD, NE SUITE 2 WASHINGTON, DC 20002-4724
424	SILER EXCAVATING, LLC	TAMMY SILER	208 LAKES BLVD LAKE PARK, GA 31636-5006
425	L & L DRYWALL & CONSTRUCTION, INC.	DAVID LOCKLEAR	1617 GILLESPIE ST FAYETTEVILLE, NC 28306-1847
426	HD INC	JANET HURLEY	3116 E LYNDALE AVE HELENA, MT 59601-6445
427	D. GILLETTE INDUSTRIAL SERVICE'S INC	DOROTHEA SPENCER	1510 RICHMOND RD EASTON, PA 18040-8430
428	ARS SPECIALTY CONTRACTORS LLC	ELIZABETH CHAVEZ	307 LOMBRANO ST SAN ANTONIO, TX 78207-1833
429	SOLUTIONS, LLC AIIS	ANTONIO WILLIAMS	104 WILDERNEST RD NE LUDOWICI, GA 31316-7310
430	VETERANS SUPPORT SERVICES INC	LARRY JACKSON	1629 K ST NW STE 300 WASHINGTON, DC 20006-1631
431	ARS Aleut Construction, LLC	Brian Knepper	2655 Camino Del Rio N Ste 100 San Diego, CA 92108-1633
432	SUCCESS BY DESIGN LLC	ERIC AGOSTO	8655 CHERRY LN LAUREL, MD 20707-6201
433	KAIVA-SIGNATURE JV, LLC	CAMERON ECHOHAWK	6060 W 3650 N STE 800 IVINS, UT 84738-6618
434	STAMPEDE VENTURES, INC.	DANIEL GRAHAM	110 FRONT ST STE 300 NOME, AK 99762-0012
435	SHADOWBOX CONSULTING ASSOCIATES LLC	KARYN KORTAN	7630 LITTLE RIVER TPKE STE 903 ANNANDALE, VA 22003-2610
436	VOLTER ELECTRICAL CONSTRUCTION CORP	ERIK TIJERINA	14081 PEBBLE HILLS BLVD. EL PASO, TX 79938-2666
437	HO'OLAULIMA GOVERNMENT SOLUTIONS, LLC	DANIEL BEARD	20079 STONE OAK PKWY STE 1215 SAN ANTONIO, TX 78258
438	BRC CONSTRUCTION GROUP, LLC	BRYANT CARTER	3330 N. CAUSEWAY BLVD. STE. 326 METAIRIE, LA 70002-3573
439	VALET WORKS CONSTRUCTION, CORPORATION	STEVEN HAIRSTON III	860 PEACHTREE ST NE UNIT 2804 ATLANTA, GA 30308-1286
440	AGI-BLUE TECHNOLOGIES JOINT VENTURE	ROBERT BANNISTER	962 WAYNE AVE STE 325-A SILVER SPRING, MD 20910-4433
441	HelloXpress USA, Inc. Latino Energy Solutions	Ronald F Smith	2916 Pine Spring Rd Falls Church, VA 22042-1340
442	Cazadores Construction, LLC	Jeffrey C Ramos	8101 Nw10th Suite B12 Oklahoma City, OK 73127-0000

443	LBYD FEDERAL, LLC	KEVIN BROWN	2800 SOLWAY RD KNOXVILLE, TN 37931-3015
444	ATHENA CONSTRUCTION GROUP INC	AMBER PEEBLES	17877 OLD TRIANGLE RD TRIANGLE, VA 22172-1252
445	SJD&B, INC.	SIMON JEON	20451 VALLEY BLVD WALNUT, CA 91789-2729
446	QPI PRO INC	GUNHO MIN	3517 W COMMONWEALTH AVE STE A FULLERTON, CA 92833-2800
447	MOUNTAIN CONSULTING, INC.	KIM ADAMS	103 SOUTH BRADFORD STREET DOVER, DE 19904-7317
448	SWEAT US LLC	AUSTIN SWEAT	6901-A N 9TH AVE STE 248 PENSACOLA, FL 32504-6638
449	TURNER & TURNER CONTRACTING LLC	AL TURNER	3600 JACKSON ST STE 172 ALEXANDRIA, LA 71303-3040
450	7TH ECHELON LLC	EDGARTT MELTON	2405 CENTERBROOK COURT PEARLAND, TX 77584-2503
451	CHAMPION COMMERCIAL FENCE BUILDERS LLC	MIKE RATHE	809 W HILL ST STE C215 CHARLOTTE, NC 28208-5343
452	PORT GRAHAM TECHNOLOGIES, LLC PGT	ROBERT BARGERON	800 E DIMOND BLVD SUITE 3-550, ANCHORAGE, AK 99515-2060
453	IDEAL CONSTRUCTION SERVICES INC	STEVEN PRESCOTT	200 CLAY ST WESTON, MO 64098
454	SERENA CONSTRUCTION, LLC	CARLOS SOLORZANO	495 GOLD STAR HWY STE 301B GROTON, CT 06340-6230
455	SIEGEL GROUP LLC, THE	JONATHAN SIEGEL	6755 W CHARLESTON BLVD STE D LAS VEGAS, NV 89146-9000
456	KOMAN SUSTAINABLE SOLUTIONS, LLC	ROBERT KYRKLUND	1490 S PRICE RD STE 211 CHANDLER, AZ 85286-6609
457	KAIHONUA LLC	ANTHONY ESCASA	1 AARONA PL KAILUA, HI 96734-2535
458	DBISP, LLC DBFEDERAL	JOHN MILLER	8857 COMMERCE PARK PLACE, SUITE D INDIANAPOLIS, IN 46268-3130
459	COHO CONSTRUCTION MANAGEMENT LLC	JEFFREY BABOS	1577 C ST STE 300F ANCHORAGE, AK 99501-5133
460	X3M SYSTEMS, LLC	BOB SMITH	6401 GOLDEN TRIANGLE DR STE 110 GREENBELT, MD 20770-3201
			760 S ROCHESTER STE E

461	DIGITAL TECHNOLOGIES, INC.	DANIEL VILLARREAL	ONTARIO, CA 91761-8181
462	R&J GLOBAL INDUSTRIES, INC.	JASON BRADWELL	211 PARK AVE MECHANICVILLE, NY 12118-1505
463	SUN CONSTRUCTION SERVICES INC	MANDI BUKER	123 E MAIN ST STE B WRIGHTSTOWN, NJ 08562-2306
464	CHUGACH INTELLIGENCE SOLUTIONS, LLC	WILLIAM BYRUM	3800 CENTERPOINT DR STE 1200 ANCHORAGE, AK 99503-5825
465	NICHOLS CUSTOM BUILDERS & DESIGN, INC.	KWESI NICHOLS	9816 EMERALD POINT DR UNIT 9 CHARLOTTE, NC 28278-6536
466	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	10475 CROSSPOINT BLVD. STE 206 INDIANAPOLIS, IN 46256-3387
467	ACCESS GENERAL CONTRACTING INC	ALBERT TENE	337 W 35TH ST STE M NATIONAL CITY, CA 91950-7918
468	TOTAL-EVERGREEN JV LLC	DOUG HORNER	10324 PORTLAND AVE E TACOMA, WA 98445-3950
469	CDM CONSTRUCTION LLC	CRAIG MORRIS	414 MAIN ST STE 1 COLUMBUS, MS 39701-4539
470	PRESTIGE DEVELOPMENT SERVICES INC	CLAUDIA FITZPATRICK	2504 RAEFORD RD STE 202 FAYETTEVILLE, NC 28305-5135
471	HARRIS & STEWART ELECTRICAL INC.	BEN-ALI STEWART	483 KASONS WAY GAHANNA, OH 43230-6280
472	WESTBROOK TOWERS INC	CAROLINA BELLINO	326 HURRICANE SHOALS RD NW LAWRENCEVILLE, GA 30046-4423
473	ADVANCE RRP LLC	JOSEPH RODRIGUEZ	711 N MAIN ST STE 4 PLEASANTVILLE, NJ 08232-1590
474	ATMOS SOLUTIONS INC	JOHN TABELLA	6856 EASTERN AVE NW STE 205 WASHINGTON, DC 20012-2165
475	ALEUT LOGISTICS SERVICES, LLC	STEPHEN WATKINS	4000 OLD SEWARD HWY STE 300 ANCHORAGE, AK 99503-6079
476	JEFFREY TSE, LLC	JEFF TSE	7 LIBERTY RIDGE CT OWINGS MILLS, MD 21117-4600
477	DYNAMIC PLANNING & RESPONSE LLC	CHELSEA CHAE	820 W HIND DR STE 1293 HONOLULU, HI 96821-1851
478	CYTHERIAN, LLC	CORNELIUS STEPHENS	339 BUSCHS FRONTAGE ROAD SUITE 206 ANNAPOLIS, MD 21409-5533

479	SEABROOK SOLUTIONS, LLC	LANG SIMS	620 DISCOVERY DRIVE, BLDG. 2, SUITE 360 HUNTSVILLE, AL 35806-2818
480	LLC MNCP STAFFING	RENEE BOYCE	6871 S EASTERN AVE STE 103 LAS VEGAS, NV 89119-0005
481	PABULUM CONSULTING, LLC	FERREL BONNER	1777 NE LOOP 410 STE 632 SAN ANTONIO, TX 78217-5209
482	OAKMONT CONTRACTING LLC	WILLIAM TOSE	1100 WICOMICO ST STE 500 BALTIMORE, MD 21230-2075
483	BARON COMMUNICATIONS INCORPORATED	LAFAYETTE TATEM	850 39TH ST STE 203A NEWPORT NEWS, VA 23607-3171
484	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	615 BARONNE ST STE 205 NEW ORLEANS, LA 70113-1016
485	PHIA LLC	TRUONG DANG	3949 ROYAL LYTHAM DR FAIRFAX, VA 22033-2006
486	BOREALIS ENTERPRISES, LLC	CHRISTINE FRIES	4414 CENTERVIEW STE 218 SAN ANTONIO, TX 78228-1418
487	4M GENERAL CONTRACTORS LLC CONSTRUCTION	LOUIS SANCHEZ	9848 WIND AVE LAKELAND, FL 33809
488	UNIVERSAL SPARTAN LLC	ALEJANDRO RAMIREZ	89 HILL CT VINE GROVE, KY 40175-6162
489	P. ENGINEERING, PLLC	ABEL PLAZOLA	875 ELMWOOD AVE STE 6 BUFFALO, NY 14222-1483
490	E&C SYNERGY JV LLC	LUIS PADILLA	1025 CONNECTICUT AVE NW STE 1000 WASHINGTON, DC 20036-5417
491	RFK SOLUTIONZ CORP	KIMBERLY FROST	3500 TEJO LN STE 100 CHESAPEAKE, VA 23321-5258
492	VANAR CONSTRUCTION CORP	HECTOR NARANJO	1982 NORTHGATE COMMERCE PKWY STE 7D SUFFOLK, VA 23435-3433
493	ML CONSTRUCTION INC	KISINA NEIUFI	503 W 100 S SPRINGVILLE, UT 84663-4964
494	CHAMBER MOUNTAIN CONSTRUCTION INC	MARVIN RABIDEAU	273 JILLY DR CLYDE, NC 28721-7422
495	ON-DEMAND SERVICES, LLC ON-DEMAND MOVING SERVICES	OLANREWAJU AKINOLA	17510 MAPLETRAIL DR HOUSTON, TX 77084-4529
496	24HRC	BOBBY AMEEN	47 TESLA # 200 IRVINE, CA 92618-4669
			4465 NORTHPARK DR

497	SYSCOM INC	DION ARELLANO	STE 400 COLORADO SPRINGS, CO 80907-4200
498	NEXUS CONSULTING GROUP LLC	BLAYNE YAMA	1082 SAND ISLAND PKWY STE 101 HONOLULU, HI 96819-4345
499	KOMAN ADVANTAGE, LLC KA ELECTRIC	MATTHEW YATES	2701 LIBERTY PKWY STE 302E MIDWEST CITY, OK 73110-2895
500	FRAZIER INVESTMENTS INC OPTIMUM CONSTRUCTION	JOHN FRAZIER	3 W GARDEN ST STE 411 PENSACOLA, FL 32502-5633
501	GLOCOMM LLC	ELDEN ITO	677 ALA MOANA BLVD STE 820 HONOLULU, HI 96813-5416
502	INDUSTRIAL SOLAR CONSULTING INC ISC	FERNANDO VIGIL	150 N WILLIAM DILLARD DR STE 109 GILBERT, AZ 85233-4514
503	GROUP, INC. ICG	KATHERINE BLEASE	3500 NW 2ND AVE STE 727 BOCA RATON, FL 33431-5870
504	PABULUM CONSULTING, LLC	FERREL BONNER	1002 GEMINI STREET, SUITE 225D HOUSTON, TX 77058-2807
505	CHENEGA ANALYTIC BUSINESS SOLUTIONS, LLC	SONIA MUNDRA	3000 C ST STE 301 ANCHORAGE, AK 99503-3975
506	AIMEREON INC	BENJAMIN CHOU	8601 ROBERT FULTON DR STE 120 COLUMBIA, MD 21046-2599
507	LAKEY INC HOLLIS LAKEY, INC	FELICIA LAKEY	207 E FRANK AVE STE 101 LUFKIN, TX 75901-3058
508	NVE LLC	RODNEY PATANE	11507 N 6090 W HIGHLAND, UT 84003-3749
509	ARELI, INC.	SHERENE CHERIAN	16 A BEL AIR SOUTH PARKWAY STE 102 BEL AIR, MD 21015-6038
510	BUILDING FAST CLEANING SERVICE, CORP.	NELSON ROMEU	URB PEREZ MORRIS 20 ARECIBO SAN JUAN, PR 00917
511	RED EAGLE JV	JOHN OGLESBEE	29627 E STATE HIGHWAY 51 COWETA, OK 74429-7727
512	INFORMATION PROTECTION SOLUTIONS LLC	DR TODD CHAMBERLAIN	137 NATIONAL PLZ STE 300 OXON HILL, MD 20745-1153
513	SANCORP CONSULTING, LLC	FRANK SANCHEZ	3235 VALLEY LN FALLS CHURCH, VA 22044-1740
			2115 STEPHENS PL STE 310

514	EAGLE TG LLC	RANDY MUENNINK	NEW BRAUNFELS, TX 78130-2154
515	CM Construction Services, Inc.	Monique Miron	3111 Camino Del Rio N # 473 San Diego, CA 92108-5720
516	L.L.C. INNOVATECH	Miguel Granados Ramirez	213 N 3rd St ROCKFORD, IL 61107-4012
517	COPPER RIVER TECHNOLOGIES, LLC	WILLIAM HALLADAY	1577 C STREET SUITE 300 ANCHORAGE, AK 99501
518	ENCON DESBUILD JV 2 LIMITED LIABILITY COMPANY	DEVANG AJMERA	8201 CORPORATE DR STE 720 HYATTSVILLE, MD 20785-2230
519	FED SOLUTIONS, LLC	BRANDON POTTER	4413 GRAZING WAY UPPER MARLBORO, MD 20772-8188
520	ACO REMODELING & CONSTRUCTION INC.	JANNET CERVANTES	2222 TEXAS AVE EL PASO, TX 79901-2016
521	DMYLES INC	DARIUS MYLES	1901 CONNECTICUT AVE NIAGARA FALLS, NY 14305-2107
522	DITCHES UNLIMITED INC	ARVISTIS MCKINNIE	18089 S WATSON RD COEUR D ALENE, ID 83814-8699
523	RENO TAHOE REALTY GROUP LLC	SARAH CARMONA ZINK	1732 FREMONT BLVD STE 200F SEASIDE, CA 93955-3623
524	GREENBRIER GOVERNMENT SOLUTIONS INC.	SCOTTY JOHNSON	228 KOPPERSTON RD OCEANA, WV 24870-5600
525	LLC NEW DOMINION, LLC	BRYAN DISEATI	775 US ROUTE 1 UNIT 11 YORK, ME 03909-5809
526	J STAR ENTERPRISES INC	JILL COLEMAN	3123 HWY 83 STE C SONOITA, AZ 85637
527	NEXT GENERATION LOGISTICS, LLC	EDDIE COMPASS IV	6620 RIVERSIDE DR STE 103 METAIRIE, LA 70003-7107
528	CCI FACILITY CONTRACTORS, LLC	CANDIDA SHELTON	111 W 16TH AVE STE 417 ANCHORAGE, AK 99501-5169
529	KEKOLU-RIO VISTA JOINT VENTURE, LLC	ANGELA SUITTER	3348 W OLIVE TREE CIR WEST JORDAN, UT 84088-9702
530	COMPANY LLC EAST HILL MEDIA	DANIEL WATSON-BEY	157 S. BROAD STREET SUITE 103 LANSDALE, PA 19446-3831
531	KUNJ CONSTRUCTION CORPORATION	NEEKUNJ BHANDERI	12500 FIRST ST UNIT 7 THORNTON, CO 80241-3800
532	INTEGRATED SYSTEMS DESIGNS LLC	ANDREW PARR	11834 CANON BLVD STE H-2 NEWPORT NEWS, VA 23606-2581
	MILLER ELECTRIC CO INC PEC CONTRACTING & ENGINEERING		18 N UNIVERSITY AVE STE 40

533		ANNABELLE MILLER	PROVO, UT 84601-8406
534	NBI, L.L.C. DISTRIBUTION	NICHOLAS BYERS	25 HIGH VIEW DRIVE BLAIRSVILLE, GA 30512-7133
535	INTERNATIONAL INC ESI	NESTOR RIVERA	644 AVE FERNANDEZ JUNCOS STE 404 SAN JUAN, PR 00907-3183
536	TAYLOR ENGINEERING, PLLC	ANTONIO DE ANDA	2260 E 16TH ST YUMA, AZ 85365-2216
537	SUPEREON, LLC	SHEPHIA WALDON	1930 WILLIAM ST FREDERICKSBURG, VA 22401-5128
538	Puente Technology, LLC	Richard Jackson	3127 Damascus Rd Ste D Augusta, GA 30909-4000
539	ROI MARKETING COMPANY, INC. ROI MARKETING AND SAFETY	ADELL MEANS	5740 DECATUR BLVD INDIANAPOLIS, IN 46241-9561
540	KITUWAH SERVICES, LLC	TERRY MOGENSEN	1158 SEVEN CLANS LN WHITTIER, NC 28789-0749
541	ACE COMMUNICATIONS LTD. CO.	YVONNE VALENT	5151 FLYNN PKWY STE 102 CORPUS CHRISTI, TX 78411-4318
542	ELECTRICWORKS, INC.	JOE MILLER	409 BRIARWOOD DR STE 305-B JACKSON, MS 39206-3033
543	ICE TECHNICAL SERVICES INC	CYNTHIA VANDEN BERG	505 ENON SPRINGS RD E STE 505 SMYRNA, TN 37167-4442
544	ECO BRIGHT SOLUTIONS LLC	ADOLFO HELLMUND	3206 SAN SEBASTIAN MISSION, TX 78572-0537
545	INC. FOUR WINDS MECHANICAL	CHAULING ARMIJO	8915 ADAMS ST NE STE B ALBUQUERQUE, NM 87113-2714
546	BOB WALTERS JR CONSTRUCTION INC	BOB WALTERS	15000 7TH ST STE 202A VICTORVILLE, CA 92395-3852
547	THOMPSON, DEBORAH K CONSULTANTS	DEBORAH THOMPSON	3120 ATLANTIC BLVD JACKSONVILLE, FL 32207-8814
548	INCORPORATED LLC CAIDAR TECHNOLOGY	CAIN MANZIRA	710 BOUNDARY STREET UNIT B BEAUFORT, SC 29902-4187
549	Premier Mechanical Group, Inc.	Michael A. Johnson	1331 Union Ave Ste 706 Memphis, TN 38104-7557
550	PROCUT LAWNCARE, LLC W J CONTRACTING	WILLIAM JAUREGUI	4621 W EVERGREEN CT VISALIA, CA 93277-5787
551	ECF DATA LLC	JOSEPH HENDERSON	4775 S DURANGO DR STE 106 LAS VEGAS, NV 89147-8157
			326 TIMBERLINE DR

552	KINGSTRUCTION, INC.	JEFFREY KING	CRESTVIEW, FL 32539-8330
553	TOOLS MAN, INC., THE THE	LUIS DEGREGORIO	1951 NW 141 ST BAY 11 OPA LOCKA, FL 33054
554	MARK TURNER CONSTRUCTION LLC	FRANKLIN BOWSER	10474 COBBS RD GLEN ALLEN, VA 23059-1800
555	SUCCOR, INC.	HEATHER CAHOON	585 OAK GROVE RD CHESAPEAKE, VA 23320-3723
556	GSI TECHNOLOGIES INC	SONIA SHJEGSTAD	4694 MILLENNIUM DR STE 115 BELCAMP, MD 21017-1549
557	REDTOWN TECHNICAL SERVICES LLC REDTOWN SERVICES	LENA WIND	3100 MONITOR AVE STE 140 ROOM 142 NORMAN, OK 73072-7807
558	CAMACHO ENTERPRISES INC	DANIEL CAMACHO	7480 NW 17TH ST APT 305 PLANTATION, FL 33313-5172
559	KCORP RELIANCE COMPANY, INC.	JEFF SORENSEN	1603 COLLEGE ROAD FAIRBANKS, AK 99709-4175
560	GOLDBELT INTEGRATED LOGISTICS SERVICES, LLC	MELANIE SNOW	1317 EXECUTIVE BLVD STE 110 CHESAPEAKE, VA 23320-3859
561	Ponce Contractors Inc.	Beverly Johnson	3636 16th St NW Ste AG34 Washington, DC 20010-4117
562	SUPPLIED INDUSTRIAL SOLUTIONS INC	STEPHEN BROCK	550 NIEDRINGHAUS AVE GRANITE CITY, IL 62040-1839
563	GOLDBELT C6, LLC	ALYSHA MAKELA	860 GREENBRIER CIR STE 405 CHESAPEAKE, VA 23320-2640
564	FALCON JOINT VENTURE, LLC FALCON JOINT VENTURE	DOLMAN SANTIZO	1034 N 2375 W LAYTON, UT 84041-8797
565	ASPHALT PLUS INC	MELINDA OEDEKOVEN	425 JOHNSON LN BILLINGS, MT 59101-6714
566	FEDSCALE INC.	TEENA SIROHI	1 N BROAD ST STE B LURAY, VA 22835-1147
567	COPPER RIVER TECHNOLOGIES, LLC	BILL HALLADAY	4501 SINGER CT STE 310 CHANTILLY, VA 20151-1733
568	C. I. ENGINEERING SOLUTIONS LLC	BRIAN CARPENTER	15 N WALNUT ST STE 300 MOUNT CLEMENS, MI 48043-5694
569	RELIANCE TEAM JOINT VENTURE LLC	T.C. WILLIAMS	59 HENLEY ST CASTLEWOOD, VA 24224
570	SES TECHNOLOGIES LLC	DEBORAH TRIPP	7 N WENATCHEE AVE STE 204 WENATCHEE, WA 98801-7205
	MILLER ELECTRIC COMPANY INC.		2730 SW 57TH ST STE C

571	PEC CONTRACTING & ENGINEERING	ANNABELLE MILLER	TOPEKA, KS 66609-9417
572	CAPITAL AREA CONSTRUCTION LLC	SAM LOUIS III	4710 CHERRYWOOD ST PORT ALLEN, LA 70767-4360
573	UNITED SUPPORT SERVICES INC	MICHAEL FERNANDEZ	3252 HOLIDAY CT STE 110 LA JOLLA, CA 92037-1807
574	K2 CONTRACTING GROUP, LLC	STEVEN NAPPER	112 MAIN ST # 2 NATCHEZ, MS 39120-3458
575	QUALITY CONTRACTING, INC.	JODI HAMBRICK	804 INDUSTRIAL AVE STE B CHESAPEAKE, VA 23324-2617
576	CHEROKEE NATION ENVIRONMENTAL SOLUTIONS, L.L.C.	JENNYLYNN GATES	2 W. 2ND ST. STE 1500-24 TULSA, OK 74103-3123
577	TUSKEGEE CONTRACTING LLC	JEFFERY RAYFORD	15 N MALLORY ST HAMPTON, VA 23663-1743
578	GUARDIAN CONSTRUCTION INC	DAVID POMA	6228 BLUE SKY CT NORTH LAS VEGAS, NV 89031-1804
579	MARCOM, LLC	MARCELLA MEDOR	65 E BROADWAY ST STE 310 BUTTE, MT 59701-9305
580	CONQUEST SOLUTIONS LLC	IAN MULIRA	6401 GOLDEN TRIANGLE DR # 205 GREENBELT, MD 20770-3202
581	TENACIOUS SOLUTIONS LLC	TARIQ MEHMOOD	200 NORTH GLEBE ROAD, SUITE 314 ARLINGTON, VA 22203-3761
582	TATITLEK FEDERAL SERVICES INC	ALLISON WHITE	561 E 36TH AVE STE 400 ANCHORAGE, AK 99503-4170
583	ENERGYELECTIVES LLC	JASON CARNEY	4921 INDIAN SUMMER DR NASHVILLE, TN 37207-1052
584	BARNETT CONSTRUCTION SERVICES OF MICHIGAN LLC	MUHAMMAD ABDUR-RAHMAN	1425 ELDORADO DR FLINT, MI 48504-3221
585	BOWHEAD MISSION SOLUTIONS, LLC	JESSY VASQUEZ	6564 LOISDALE CT STE 900 SPRINGFIELD, VA 22150-1822
586	LEISNOI PROFESSIONAL SERVICES LLC	KEVEN TRUESDELL	194 ALIMAQ DR STE 216 AKHIOK, AK 99615-6714
587	MCBEE/BAILEY & ASSOCIATES CONS	EMANUEL BAILEY	3018 E 5TH AVE KNOXVILLE, TN 37914-4423
588	RELIANCE-BERNEXIS JOINT VENTURE LLC	PAMELA JONES SMITH	1196 CAPITAL CIR NE STE A TALLAHASSEE, FL 32301-3531

589	ROCKY MOUNTAIN ENTERPRISES LLC	DARRIN AZAR	14 INVERNESS DR E STE G210 ENGLEWOOD, CO 80112-5665
590	ARBOR CORPORATION INC	NIDHI PURI	3112 SPRING HOLLOW CT ANN ARBOR, MI 48105-9217
591	YERKES SOUTH INC.	CHRISTINE YERKES	4799 HINOTE RD CRESTVIEW, FL 32539-4812
592	SES ELECTRICAL LLC	TERRI CLEMENS	990 LAKE HUNTER CIR STE 214 MOUNT PLEASANT, SC 29464-5426
593	JJD NORTH AMERICA INC	JOSEPH DIAZ	1350 N TOWN CENTER DR UNIT 1034 LAS VEGAS, NV 89144-0577
594	YUKON MANAGEMENT LLC	TIMOTHY GAYLES	1001 E BENSON BLVD STE 201 ANCHORAGE, AK 99508-4256
595	E.C. BUILDING SOLUTIONS, INC.	EDUARDO CLINGO	5190 COMMERCIAL WAY SPRING HILL, FL 34606-1931
596	LLC NEW DOM CONSTRUCTION	ADRIAN LAWSON	10 CANAL ST STE 232 BRISTOL, PA 19007-3943
597	CASCADE SORBENT PRODUCTS INC CASCADE CONTRACTING & SERVICES	AL MARTINA	500 ALA MOANA BLVD STE 7400 HONOLULU, HI 96813-4902
598	U.S. LUMBER, INC.	ISABELITA ABELE	668 S EVERGREEN AVE WOODBURY HEIGHTS, NJ 08097-1021
599	ACCENTUATE TECHNOLOGY INC.	NASIRUL HUQ	1100 N GLEBE RD STE 1010 ARLINGTON, VA 22201-5786
600	JCJ Chavez Construction Incorporated	Marilupe Chavez	1041 W Main St Ste 130 Barstow, CA 92311-2670
601	SUH'DUTSING STAFFING SERVICES	CARLA SANCHEZ	600 N 100 E STE B CEDAR CITY, UT 84721-3807
602	SIX MILE, LLC	DANIEL PICKETT	1001 E BENSON BLVD STE 201 ANCHORAGE, AK 99508-4256
603	APACHE HOMELANDS LLC	JOHN MELTON	320 GOLD AVE SW STE 1210 ALBUQUERQUE, NM 87102-3216
604	QUINCON INC.	JOSE QUINTANA	200 S 13TH ST STE 101 GROVER BEACH, CA 93433-2262
605	CHAD PODY CONSTRUCTION COMPANY, L.L.C.	ANGELA PODY	275 GOODGOIN RD RUSTON, LA 71270-8730
606	SOUTHWEST PUEBLO CONSULTANTS AND COUNSELING SERVICES, LLC	ROCHELLE ROBYN AGUILAR	2921 CARLISLE BLVD NE STE 101 ALBUQUERQUE, NM 87110-2850
			12110 SUNSET HILLS RD

607	PHAETON SOLUTIONS LLC	ANTHONY COLE	STE 600 RESTON, VA 20190-5916
608	SES Civil and Environmental LLC	TERRI CLEMENS	529 Edsel Drive Richmond Hill, GA 31324-3930
609	Keo And Associates, Inc.	Chris Onwuzurike	18249 Wyoming St Detroit, MI 48221-2031
610	STAMPEDE VENTURES, INC.	ZIBA GRAHAM	8820 W RUSSELL RD STE 115 LAS VEGAS, NV 89148-1262
611	BELAGUTTI, INC	SATISH BELAGUTTI	47411 HALCYON PL STERLING, VA 20165-3153
612	WYANDOTTE TECHNOLOGIES	NEIL SPENSER	15 TURTLE DR WYANDOTTE, OK 74370-2105
613	JAYKAL LED SOLUTIONS INC	SANJAY KAPURIA	21499 BALTIMORE AVE GEORGETOWN, DE 19947
614	MENYA COMMUNICATIONS LTD.	SAMUEL WANDERI	5100 SPRINGFIELD ST SUITE 520 DAYTON, OH 45431-1264
615	CREATIVE MANAGEMENT PARTNERS, LLC	CRAIG GORHAM	201 W MAIN ST STE 100 DURHAM, NC 27701-3228
616	LAM Services, LLC	ANDRA Johnson	760 Travelers Blvd Ste B Summerville, SC 29485-8294
617	A2A INTEGRATED LOGISTICS, INC.	TONY BRYANT	1830 OWEN DR SUITE 10-2 FAYETTEVILLE, NC 28301-3412
618	CHENEGA SECURITY INTERNATIONAL, LLC	TERRY NIHART	14420 ALBEMARLE POINT PL STE 100 CHANTILLY, VA 20151-1782
619	BRICE ENGINEERING, LLC	JAMIE OAKLEY	3700 CENTERPOINT DRIVE SUITE 8223 ANCHORAGE, AK 99503-5800
620	TRI COAST CONSTRUCTION, LLC	ANDREA FERGUSON	755 VANDERCOOK WAY STE 202B LONGVIEW, WA 98632-2945
621	SGTR, LLC CONSTRUCTION	ELI SMITH	731 JAMES ST STE 205 SYRACUSE, NY 13203-2040
622	PUYENPA TECHNOLOGIES, LLC	EMILY STOUT	511 DUCKWATER FALLS ROAD DUCKWATER, NV 89314-9800
623	MAHANI TECHNICAL SERVICES LLC	MICHAEL WHITE	511 DUCKWATER FALLS RD DUCKWATER, NV 89314-9800
624	TAHKOX E2 LLC	ALLAN BARNES	601 S HIGH ST STE 5 CANEY, KS 67333-2157
625	JUSTUS CORPORATION	ULARC REDFERN	41 ANDREW ST STAFFORD, VA 22556-3617
626	ETOLIN STRAIT DEVELOPMENT GROUP LLC	JAMIE VANEK	236 W 10TH AVE STE 100 ANCHORAGE, AK 99501-3638
	JASINT CONSULTING AND		9730 PATUXENT WOODS DR STE 500

627	TECHNOLOGIES, LLC	RODNEY WILLIAMS	COLUMBIA, MD 21046-1632
628	DMC CONSULTANTS INC DMC CONSTRUCTION	MIKE CHAUDHARY	13500 FOLEY ST DETROIT, MI 48227-3585
629	AMERICAN MINORITY GENERAL CONTRACTORS LLC	GABRIEL CARBONELL	23600 FOUNDERS PL DAMASCUS, MD 20872-2906
630	HD COMMUNICATIONS LLC	MICHAEL DOMINGUEZ	2140 S PLATTE RIVER DR DENVER, CO 80223-4016
631	MARCO FEDERAL SERVICES LLC	JUAN MARRERO-SANTIAGO	2501 SEGGOLIA LN KISSIMMEE, FL 34741-7963
632	BOWLER PONS SOLUTIONS CONSULTANTS, LLC	NATHANAEL CIMO	201 DEFENSE HWY STE PH ANNAPOLIS, MD 21401-8943
633	COPPER CURRENT INC COPPER CURRENT ELECTRIC	EILEEN WILLIAMS	2221 TANANA LOOP EXT DELTA JUNCTION, AK 99737-0000
634	PAMUNKEY INDIAN ENTERPRISES - PROFESSIONAL SERVICES (PIE-PS)	SHELLEY BOND	1054 POCAHONTAS TRAIL KING WILLIAM, VA 23086-2114
635	CBK MECHANICAL INC	BRENT STEELE	101 CLEGHORN ST VILLA RICA, GA 30180-2104
636	FWG SOLUTIONS, INC. FWG	NSHOKANO KATABANA	1101 PENNSYLVANIA AVE NW STE 300 WASHINGTON, DC 20004-2582
637	Acadia Cyber Solutions, LLC	Jesse Wen	1395 Piccard Dr Ste 210 Rockville, MD 20850-4348
638	E & S CONSTRUCTION LLC	ELIZABETH PIPPETT	9760 E PALLADIUM DR MESA, AZ 85212-8748
639	CAPE CONSTRUCTION LLC	CAULA BUTLER	20755 CHARLES ORY DR PLAQUEMINE, LA 70764-5318
640	ARK CONSTRUCTION MANAGEMENT LLC	CATALINA ARAIZA	2601 N FRONT ST STE 201 HARRISBURG, PA 17110-1123
641	TERRA SITE CONSTRUCTORS LLC	BABUR MIAN	900 SHENANDOAH SHORES RD STE 100 FRONT ROYAL, VA 22630-6417
642	SUGPIAT GROUP LLC	MATTHEW PAVLAK	1400 W BENSON BLVD STE 506 ANCHORAGE, AK 99503-3796
643	DIAMOND SECURITY, INC.	JOB RUSHDAN	2622 LORD BALTIMORE DR STE G WINDSOR MILL, MD 21244-2639
644	OBSIDIAN SOLUTIONS GROUP LLC	TIFFANY GIVENS	1320 CENTRAL PARK BLVD STE 304 FREDERICKSBURG, VA 22401-4954
645	N & S PROPERTY SERVICES LLC	WILLIAM BONILLA	2285 W LIDDELL RD DULUTH, GA 30096-4531
646	GOMEZ GENERAL CONSTRUCTION LLC	VICTOR GOMEZ	5318 BLUE SAGE CIR CORPUS CHRISTI, TX 78413-6054
	SUSTAINABLE DESIGN CONSORTIUM,		342 WILKENS AVE

647	INC.	NADIKA ALUWIHARE	SAN ANTONIO, TX 78210-3826
648	CORELOGIX CONSULTING INC.	VIVEK BALI	43407 STUKELY DR STERLING, VA 20166-2134
649	MIWOK CONSTRUCTION LLC	JEFF ANDERSEN	9960 W CHEYENNE AVE STE 290 LAS VEGAS, NV 89129-7706
650	ADAPT CONSULTING LLC ADAPT CONSTRUCTION	LISA LOWERY	598 REDWOOD RD LEHI, UT 84045-9603
651	KATMAI INTEGRATED SOLUTIONS LLC	CYNTHIA VANDEN BERG	11001 OMALLEY CENTRE DR STE 204 ANCHORAGE, AK 99515-3096
652	DE LA FUENTE CONSTRUCTION, INC.	JORGE DIAZ	96 VIA OREADA CORRALES, NM 87048-7433
653	MIDNIGHT SUN TECHNOLOGIES, LLC	JENNIFER HEISEY	1577 SPRING HILL RD STE 320 VIENNA, VA 22182-2446
654	WHITE ROOK TECHNOLOGIES, LLC	ANGEL ACOSTA	8950 ROUTE 108 STE 226 COLUMBIA, MD 21045-2130
655	SYMPOSIT LLC	ALLEN BERMUDEZ	5270 SHAWNEE RD STE 200 OFC 11 ALEXANDRIA, VA 22312-2378
656	APPLIED CLOUD TECHNOLOGIES II LLC	ADRIAN RICH	1775 I ST NW STE 1150 WASHINGTON, DC 20006-2435
657	PACARCTIC LLC	PETE MAYNARD	3800 CENTERPOINT DR STE 502 ANCHORAGE, AK 99503-5825
658	TLI CONSTRUCTION, INC.	CYNTHIA LINCICOME	7900 E UNION AVE STE 1100 DENVER, CO 80237-2746
659	LLC HHTS	JON HAKE	85-876 FARRINGTON HWY STE 204 WAIANAE, HI 96792-2498
660	SNA CONTRACTING, LLC	CHAUNCY HORTON	1033 DEMONBREUN ST STE 300 NASHVILLE, TN 37203-4512
661	C & R COMMUNICATIONS, INC. CURRENT TECHNOLOGY GROUP	MARC CARROLL	875 PENNSYLVANIA BLVD SUITE 5 FEASTERVILLE, PA 19053-7800
662	LLC CACHEIRO PAINTING & REMODELING	PABLO CACHEIRO	13164 MUSICMASTER DR SILVER SPRING, MD 20904-6845
663	CKSECURITYSOLUTIONS LLC	CHRISTINE KINYENJE	6701 DEMOCRACY BLVD STE 391 BETHESDA, MD 20817-1572
664	ELITE APPLIED SOLUTIONS LLC	MANUEL GALANG	634 PROSPERITY WAY CHESAPEAKE, VA 23320-7029
665	CYNTEL TECHNOLOGIES LLC	DAVID BOATENHAMMER	10129 PADDOCK OAKS DR RIVERVIEW, FL 33569-8741

666	POLK & ASSOCIATES LLC	REGGIE POLK	417 WELSHWOOD DR STE 310 NASHVILLE, TN 37211-4248
667	NORTH WIND DYNAMICS, LLC	BRENT CLARK	1425 HIGHAM ST IDAHO FALLS, ID 83402-1513
668	RECONCRAFT, LLC	JON HOFLICH	1577 C ST STE 300 ANCHORAGE, AK 99501
669	CORBARA BUILDING GROUP CORP	MARCO MARROQUIN	711 A AVE NATIONAL CITY, CA 91950-2228
670	SOUTH ALABAMA CONTRACTING LLC	TRACY SIMPLER	1801 LINDSEY BRIDGE RD ANDALUSIA, AL 36420-8839
671	AAECON GENERAL CONTRACTING LLC AACON GENERAL CONTRACTORS	MICHAEL LATHON	400 W CAPITOL AVE STE 1700 LITTLE ROCK, AR 72201-3438
672	K&G TILT UP SERVICES, LLC	GORDON SPRIGGS	13207 VANDINE ST UPPER MARLBORO, MD 20774-1827
673	LLC CONSTRUCTION	BRIAN FOY SR.	10001 LAKE FOREST BLVD STE 412 NEW ORLEANS, LA 70127-6201
674	NTVI COMMUNICATIONS, INC.	HATIB PROM	5350 S WESTERN AVE STE 528 OKLAHOMA CITY, OK 73109-4536
675	JIRACOR LLC	ALMA CORONADO	3275 PROGRESS DR STE A ORLANDO, FL 32826-2932
676	MAGUIRE OHARA CONSTRUCTION INC	NICK O'HARA	7428 NW 84TH ST OKLAHOMA CITY, OK 73132-4271
677	SRR INTERNATIONAL, INC.	SREE REKHA JADALA	4152 W.BLUE HERON BLVD,STE 226 RIVIERA BEACH, FL 33404-4860
678	LIGHTFEATHER IO LLC	SARAH FAHDEN	742 FONTAINE ST ALEXANDRIA, VA 22302-3607
679	LBYD FEDERAL LLC	KEVIN BROWN	1425 HIGHAM ST IDAHO FALLS, ID 83402-1513
680	DOYON TECHNICAL SERVICES, LLC	WILLIAM LINE	4601 PRESIDENTS DR STE 230A LANHAM, MD 20706-4365
681	SERENA CONSTRUCTION, LLC	CARLOS SOLORZANO	10 DORRANCE ST STE 700 PROVIDENCE, RI 02903-2014
682	TDX POWER SERVICES, LLC	JOHN LYONS	3601 C ST STE 1000-57 ANCHORAGE, AK 99503-5923
683	SANTIAGO, ROBERTO V RS ELECTRICAL SERVICE	ROBERTO SANTIAGO	488 MAIN ST # 2 LEOMINSTER, MA 01453-2939
684	PROJEX CORP	MIREDLY RAMOS-DIAZ	160 VIA DEL ROCIO URB VALLE SAN LUIS CAGUAS, PR 00725
685	ALLCON, LLC null	Ana Lopez	1240 BERGEN PKWY STE A-250 # 7 EVERGREEN, CO 80439-9524

686	HERMTAC LLC HERMTAC	KEVIN PATEL	17217 WATERVIEW PKWY #ROW1.101 DALLAS, TX 75252-8004
687	BAILEY INFORMATION TECHNOLOGY CONSULTANTS, LLC	ROBERT BAILEY	800 CORPORATE DR STE 301 STAFFORD, VA 22554-4889
688	ATWOOD HAY INCORPORATED	GLENDA HAY	321 ALTA VISTA AVE ROSEVILLE, CA 95678-1701
689	ADDON SERVICES LLC	PRITA ABRAHAM	27789 MOUND RD STE 200 WARREN, MI 48092-2697
690	ABC CONSTRUCTION COMPANY, INC	KIMBERLY NUGENT	714 DUNKSFERRY RD BENSALEM, PA 19020-6514
691	ZNTH, INC. ZENITH CONSTRUCTION	BISHARA ARI	5755 OBERLIN DR #301 SAN DIEGO, CA 92121-4717
692	MIDNIGHT SUN AUS, LLC	ELEANOR DAVIS	3201 C ST STE 801 ANCHORAGE, AK 99503-3934
693	COPPER RIVER INFRASTRUCTURE SERVICES, LLC	JEFFREY BABOS	4501 SINGER CT STE 340 CHANTILLY, VA 20151-1733
694	McKenzie Construction & Site Development LLC	Oliver Fernandez	900 Commonwealth Pl Ste 217 Virginia Beach, VA 23464-4529
695	S & K FEDERAL SERVICES LLC	WILLIAM CARROLL	63066 OLD HIGHWAY 93 STE F SAINT IGNATIUS, MT 59865-9008
696	JEAN LOUIE MARTINEZ LK CONSTRUCTION	JEAN MARTINEZ	8209 ROUGHRIDER DR STE 100E WINDCREST, TX 78239-2473
697	PROSIS HAWAII, LLC PROSIS NETWORK SOLUTIONS	PARICHAT REMIS	905 KALANIANAOLE HWY SPC 2303 KAILUA, HI 96734-4660
698	GOOD STEWARD HOLDINGS LLC GOOD STEWARD BUILT	MARVIN FISHER	4751 BEST RD STE 171 ATLANTA, GA 30337-5601
699	SAMES INC SAM ENGINEERING & SURVEYING	SAUL MALDONADO	200 S 10TH ST STE 1500 MCALLEN, TX 78501-4860
700	Leisnoi Professional Services, LLC	Keven Truesdell	109 WOODCREST BLVD STE B Warner Robins, GA 31093-8850
701	IMMERSIVE CONCEPTS, LLC	RUBIN SLOAN	11750 BELTSVILLE DR STE 120 BELTSVILLE, MD 20705-3196
702	TA MANAGEMENT SOLUTIONS LLC	ROSALIND TURNER-ARNOLD	5815 CHERRYWOOD LN APT 302 GREENBELT, MD 20770-4213
703	YESDI INC. YESDI SYSTEMS	BEN CHENNAT	844 EDMONDSON AVE BALTIMORE, MD 21201-1405
704	PACIFICMARK CONSTRUCTION CORP.	MARK MATTHEWS	16065 SE 98TH AVE CLACKAMAS, OR 97015-9500

705	TEAMWORX SECURITY, INC. TEAMWORX SECURITY	TODD ANTHONY	6751 COLUMBIA GATEWAY DRIVE SUITE 300 COLUMBIA, MD 21046
706	KWAAN TECH, LLC	SHANE MUNCY	7050 INFANTRY RIDGE RD MANASSAS, VA 20109-2316
707	ARTISAN CONSULTING ENGINEERS LLC	NEAL EVANS	3205 CORBRIDGE LN ROCKFORD, IL 61107-3528
708	AMERIND BG JV, LLC	JORDAN BEARD	1301 WESTPARK DR LITTLE ROCK, AR 72204-2412
709	UNITY CUSTOMIZED SERVICES LLC	CHARLENE MORRIS	7901 CAMERON RD STE 3-212 AUSTIN, TX 78754-3874
710	STERILE SERVICES CO.	FANIA CARTERS	2700 NEABSCO COMMON PL STE 101 WOODBRIDGE, VA 22191-6767
711	BSET, LLC	DAVID KALINSKE	3601 C ST. STE 1000-36 ANCHORAGE, AK 99503-5923
712	GC WORKS INC.	LANCE WAYNE	1820 SW 3RD AVE MIAMI, FL 33129-1417
713	IBEX IT BUSINESS EXPERTS LLC	TRACEY GRACE	3295 RIVER EXCHANGE DR STE 550 NORCROSS, GA 30092-4238
714	Twins General Contractors, Inc. Twins	Marcelino Acosta	13328 Glenoaks Blvd Sylmar Sylmar, CA 91342-2109
715	MULTIVARIABLE SYSTEMS TECH LLC MVS-TECH	LUMULI WANYONYI	3923 S TAVISTOCK PL MERIDIAN, ID 83642-9016
716	CHENEGA MISSION OPERATIONS, LLC	DAVID O'REAR	5253 PRUE RD STE 230 SAN ANTONIO, TX 78249-1759
717	DECERIS LLC	BEN MCEACHIN	13284 OSAGE DR WOODBRIDGE, VA 22193-3978
718	MAKRO CORP	LAURA GONZALEZ	URB VICTOR ROJAS #1 CALLE ARAGON 319 ARECIBO, PR 00612
719	CARMEN ROOFING SERVICES LLC	ALAN FLEITZ	6804 ECHO CANYON DR MCKINNEY, TX 75072
720	MTNT TECHNICAL SERVICES, LLC	ARTHUR MCKINNEY	400 W TUDOR RD STE A-400 ANCHORAGE, AK 99503-3505
721	CAPITAL COLORS LLC	VERNON RAMEY	9611 COTTRELL TER SILVER SPRING, MD 20903-2229
722	MULTICRAFT ELECTRIC LLC MULTICRAFT DEC	BRAD THOMPSON	820 W 17TH ST STE 10 BLOOMINGTON, IN 47404-3378
	ADVANCIA AERONAUTICS, LLC		3215 W STATE ST STE 309B

723	SUBISIDIARY OF POTAWATOMI BUSINESS DEVELOPMENT	MR. JODY CALLENDER	MILWAUKEE, WI 53208-3364
724	ALDEVRA LLC	RODNEY MARSHALL	3707 S WESTNEDGE AVE KALAMAZOO, MI 49008-2979
725	PREMIER ENTERPRISE SOLUTIONS, LLC	JACKIE LOPEZ	9701 APOLLO DRIVE SUITE 410 UPPER MARLBORO, MD 20774-4791
726	GB ENTERPRISE NETWORK SOLUTION INC.	GARY B BOLTON	2038 Bagpipe Ln. Waldorf, MD 20601-3720
727	S&B CHRIST CONSULTING, LLC	TAMARA OLSON	1259 LAKE PLAZA DR STE 280 COLORADO SPRINGS, CO 80906-3504
728	TEAM CONSULTING, INC. TCI	BRUCE HARGRAVE	1050 CONNECTICUT AVE NW STE 500 WASHINGTON, DC 20036-5304
729	PATRIOT STRATEGIES, LLC	GREGORY GADSON	201 N UNION ST STE 110 ALEXANDRIA, VA 22314-2663
730	THUNDER RIVER CONSTRUCTION LLC	ROBERT GIROUX	3215 W STATE ST STE 309G1 MILWAUKEE, WI 53208-3364
731	TASI LLC	LOUIS LEON-GUERRERO	8827 E COOPER ST TUCSON, AZ 85710-4415
732	MIDNIGHT SUN AUS, LLC	ELEANOR DAVIS	3201 C ST STE 801 ANCHORAGE, AK 99503-3934
733	TOOLS MAN, INC., THE THE	LUIS DEGREGORIO	5500 SW 48TH ST STE B DAVIE, FL 33314-4506
734	P. ENGINEERING, PLLC	ABEL PLAZOLA	17806 IH 10 W STE 300 SAN ANTONIO, TX 78257-8222
735	NEEVSYS INC	NANDINI PATEL	10005 OAKTON CROSSING CT OAKTON, VA 22124-2654
736	AHTNA INFRASTRUCTURE & TECHNOLOGIES LLC	TIM FINNIGAN	900 SW 16TH STREET, SUITE #330A RENTON, WA 98057
737	GENECO TECHNOLOGIES, LLC	AMYE BUTLER	236 AIR BASE ROAD TYE, TX 79563-2322
738	INC G FORCE	ENNIO BRUNO	3019 W GERMANTOWN PIKE NORRISTOWN, PA 19403-1002
739	TRIUNE SOLUTIONS, LLC	TERESA GILCHRIST	105 WAYNE PLACE SE UNIT 4 WASHINGTON, DC 20032-6105
740	RED CEDAR TG-MTE, LLC	RANDALL MUENNINK	2115 STEPHENS PL STE 300 NEW BRAUNFELS, TX 78130-2154
741	EBS-4U INC.	KITSON WALKER	8735 DUNWOODY PL STE 5 SANDY SPRINGS, GA 30350-2995
742	JAMES FLETCHER CONSTRUCTION, INC.	DONALD ANDERSON	922 S LOCUST ST GLENWOOD, IA 51534-1834
			1100 PEACHTREE ST NW

743	PITTMAN CONSULTING GROUP, LLC	SHONIA ROACH	SUITE 950 ATLANTA, GA 30309
744	DEFENSE CONSULTING SERVICES LLC	PAMELA CROWDER	615 ROLLING GRV SAN ANTONIO, TX 78253-5756
745	INFORMATION TECHNOLOGY SOLUTIONS, CORP.	RYAN LEE	336 MAIN ST STE 202 GRAND JUNCTION, CO 81501-2460
746	ARGUS CJW JV 2 LLC	MONIKA SYAL	30 CATOCTIN CIR SE STE 10 LEESBURG, VA 20175-3614
747	KADIAK LLC	JOSHUA VO	3800 CENTERPOINT DR STE 502 ANCHORAGE, AK 99503-5831
748	STAMPEDE VENTURES, INC.	ZIBA GRAHAM	5540 TECH CENTER DR STE 200 COLORADO SPRINGS, CO 80919-2330
749	GLOBENET TELECOMMUNICATIONS, L.L.C	DAVID L. MIDDLETON	210 TITUS LN PINEVILLE, SC 29468-3093
750	FRAZIER INVESTMENTS INC Optimum Construction	John Frazier	100 Rue Iberville Ste 110 Lafayette, LA 70508-3383
751	ANEUKOR LLC	Christina Sawyers	133 E RALEIGH ST SILER CITY, NC 27344-3413
752	QED ENTERPRISES INC TRITONTEC	MARK WITTE	11918 HADDON LN WOODBRIDGE, VA 22192-6059
753	GOLDBELT OPERATIONS SUPPORT SERVICES, LLC	TAMMY DEMARCO	13900 LINCOLN PARK DR STE 140 HERNDON, VA 20171-3265
754	INSPIRING LIVES FOREVER LLC. ILF Enterprise	NaJeebah T. Shareef	5850 Waterloo Rd Ste 140 Columbia, MD 21045-1944
755	NORTH ELECTRIC, INC. NORTH ELECTRIC	DAVID GANT	12117 BENNINGTON AVE # 200 CLEVELAND, OH 44135-3729
756	CONSULTANTS, LLC CONSULTING	THOMAS TELLES	3517 GATEWAY BLVD W EL PASO, TX 79903-4413
757	MUNICIPAL BASE SERVICES LLC	LINWOOD BURDEN	364 MASON CT KINGSLAND, GA 31548-4095
758	GY6 LLC	JOHN WRENN	20079 STONE OAK PKWY STE 1215 SAN ANTONIO, TX 78258-6944
759	MLC, INC.	DOROTHY RICHARDSON	7381 OLD ALEXANDRIA FERRY RD CLINTON, MD 20735-1832
760	MTNT CUSTODIAL SERVICES, LLC	KELLY MCANDREW	400 W TUDOR RD STE A-400 ANCHORAGE, AK 99503
761	NUVISION SECURITY AND ELECTRICAL, LLC	GAVIN IRELAND	5428 STONE COVE DR ATLANTA, GA 30331-8927
	HERNANDEZ BUILDERS, INC.		1452 BLUE LILAC LN

762	GENERAL CONTRACTOR	PAUL HERNANDEZ	ALPINE, CA 91901-2770
763	MARCO FEDERAL SERVICES, LLC	JAMES CORDOVA	2525 MONTANA AVE EL PASO, TX 79903-3709
764	M.C. DODD CONSTRUCTION, LLC	MICHAEL DODD	1380 FLESHMAN MILL RD NEW OXFORD, PA 17350-9431
765	NACE INC CASEY COOPER	CASEY COOPER	5328 PARSONAGE CT VIRGINIA BEACH, VA 23455-7115
766	KRYDON GROUP, INC.	JESUS ALVAREZ	900 NORTH KINGS HIGHWAY STE 208 CHERRY HILL, NJ 08034-1516
767	BENECORP INC	CARTER BENEFIELD	1822 15TH ST STE 14 GULFPORT, MS 39501
768	MATLOCK AND ASSOCIATES, LLC	Joelle M Sedlacek	1725 I St Ste 300 NW Washington, DC 20006-2423
769	NTVI SOLUTIONS, LLC	HATIB PROM	529 6TH AVE STE 203A FAIRBANKS, AK 99701-4967
770	Master Design Build, LLC		106 E Market St Warren, OH 44481-1150
771	KUNJ CONSTRUCTION CORPORATION	NEEKUNJ BHANDERI	8500 BELL CREEK RD STE 105 MECHANICSVILLE, VA 23116-3826
772	RED MOUNTAIN SOLUTIONS LLC	FRANK MC DONNELL	11574 E Diamond Cholla Dr Scottsdale, AZ 85255-5753
773	S & B CHRIST CONSULTING LLC	SHARON CHRIST	5580 S FORT APACHE RD STE 130 LAS VEGAS, NV 89148-3615
774	AD HOC RESEARCH ASSOCIATES, LLC	PRITESH PATEL	203 MARKET STREET SUITE 301 HAVRE DE GRACE, MD 21078-3280
775	ARGUS SERVICES INC	MONIKA SYAL	6363 AMBER LN GRAND BLANC, MI 48439-7818
776	APOLLO CONSTRUCTION COMPANY, INC.	CHRISTOS MASTROKYRIAKOS	1127 SHAFTER AVE SAN FRANCISCO, CA 94124-3424
777	MOUNTAIN POINT LLC CAPE FOX MOUNTAIN POINT	SHANE MUNCY	7050 INFANTRY RIDGE RD MANASSAS, VA 20109-2316
778	BGESH, INCORPORATED	WESTON HALLIBURTON	21943 DIAMOND CHASE SAN ANTONIO, TX 78259-2743
779	LLC NEW DOMINION, LLC	BRYAN DISEATI	9668 MADISON BLVD STE 142 MADISON, AL 35758-9127
780	SCHWARZ CONSTRUCTION LLC ROOFING	KAREN SCHWARZ	9 SASSAFRASS LN FLORENCE, KY 41042-8849
			407 S PENNSYLVANIA AVE STE 140

781	BUFFALO MTE, LLC	NORMAN COOL	JOPLIN, MO 64801-2281
782	PRAIRIE BAND CONSTRUCTION, INC.	TYLER LEVIER	310 ARMOUR RD STE 211 NORTH KANSAS CITY, MO 64116-3541
783	SAFECO INC. SAFECO	KEVIN BLOUNT	1761 CHURCH ST STE 107 NORFOLK, VA 23504-2313
784	JBA CONSTRUCTION LLC	BRADLEY TAKAMORI	740 KOHOU ST STE A HONOLULU, HI 96817-4443
785	INTERNATIONAL TOWERS LLC	JAMES HYNES	63066 OLD HIGHWAY 93 STE I2 SAINT IGNATIUS, MT 59865-9008
786	DISTRIBUTED COMPUTING SYSTEM SOLUTIONS PROVIDER, INC HUNATEK GOVERNMENT SOLUTIONS	MIKE TORRES	13900 LINCOLN PARK DR STE 350A HERNDON, VA 20171-3264
787	KING CONSULTING ENGINEERING LLC	KERWYN KING	140 OAKMONT DR NEW ORLEANS, LA 70128-3625
788	FIRST CALL ELECTRIC INC	ERNESTO DEZUBIRIA	18356 ALPS DR TEHACHAPI, CA 93561-8481
789	DOC DEVELOPMENT, INC.	RADCLIFF QUARTERMAN	2500 PARK CENTRAL BLVD STE A6 DECATUR, GA 30035-3925
790	1prospect Technologies, Llc One Prospect Technologies	Lorene Reeder	755 Research Pkwy Ste 150 Oklahoma City, OK 73104-3621
791	RED HERITAGE MEDIA, LLC RED HERITAGE SERVICES	TAMMY PRESSNELL	996 AVENUE OF THE NATIONS ROCK HILL, SC 29730-7645
792	HOLMES MECHANICAL CONTRACTORS, LLC	RENEE HOLMES	8900 EDGEWORTH DR UNIT D CAPITOL HEIGHTS, MD 20743-3744
793	K-9 MERCANTILE PROTECTION INC	TIFFONY CESERO	491 WAREHAM ST MIDDLEBORO, MA 02346-3421
794	CORG MANAGEMENT GROUP LLC CORG MANAGEMENT GROUP	VICKEY EVANS	1000 SAINT ANDREWS RD STE D COLUMBIA, SC 29210-3103
795	ACCUBUILD CONSTRUCTION, INC.	EDGAR CHAVEZ-CAMARILLO	5000 SUNNYSIDE AVE SUITE 203 BELTSVILLE, MD 20705
796	POWELL CONSTRUCTION SERVICES INC	JEANA POWELL	103 GARDNER PARK STE A PEACHTREE CITY, GA 30269-3027
797	EAGLE UNIVERSAL SERVICES LLC	DEXTER DAVIS	202 STEWART RD SIMPSONVILLE, SC 29681
798	LACUSONG LEILANI LEIS CONSULTING GROUP	LEILANI LACUSONG	388 W 15TH ST SAN PEDRO, CA 90731-4806
	CARNWENNAN LLC		8315 LEE HWY STE 610

799	CWN	AHMED ABBAS	FAIRFAX, VA 22031-2242
800	TDX GLOBAL SOLUTIONS, LLC	LAURA HOEY	3601 C ST STE 1000-25 ANCHORAGE, AK 99503-5923
801	K & C CONTRACTORS INC	KEDRICK CHAVIS	537 S HILLTOP RD RED SPRINGS, NC 28377-8293
802	BCM GLOBAL TECHNOLOGIES CONSULTANTS, INC. BCM GLOBAL STAFFING	SHAWN BUCHANAN	9247 ASPEN CREEK CT HIGHLANDS RANCH, CO 80129-1523
803	MD MADISON CONSTRUCTION LLC	MARCUS MADISON	2900 WESTFORK DR STE 401 OFC 27 BATON ROUGE, LA 70827-0004
804	EACM CORP	SOLANGIE ARROYO	1070 OCEAN AVE SEA BRIGHT, NJ 07760-4102
805	KP SOFT INC	VENKATA KANIGICHERLA	9111 EDMONSTON RD STE 407B GREENBELT, MD 20770-1552
806	LNKE TECHNOLOGIES INC.	NATHANIEL JONES JR	236 AUBURN AVE NE STE 103-B ATLANTA, GA 30303-2609
807	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	72 ROUTE 236 STE 200 KITTERY, ME 03904-6507
808	OLGOONIK ENTERPRISES, LLC	ROB HAWTHORNE	11709 SAGEBRUSH LN # A1-11 FORT SMITH, AR 72916-6088
809	11 SERIES ENERGY INC	MACK SASSER	4525 PAGOSA SPRINGS CIR MELBOURNE, FL 32901
810	STEALTH ENTRY LLC	ISRAEL ARROYO	171 CHARRING CROSS DR S WESTERVILLE, OH 43081-2860
811	IPHONE & IPAD WAREHOUSE LLC	BRIAN FARRELL	19101 NE 18TH AVE MIAMI, FL 33179
812	MAYNARD ENTERPRISES, INC.	GLYN MAYNARD	7471 NW 37 CT FORT LAUDERDALE, FL 33319-4936
813	Route7 Consulting Inc. route7	Ajitha P Narayanan	21382 Fairhunt Ashburn, VA 20148-4315
814	CLEMTECH LLC	CLEMENT JOHNSON	2173 SALK AVE STE 250 CARLSBAD, CA 92008-7383
815	ROSEMAN ADVANCED COMPUTER TECHNOLOGY AND SOLUTIONS CORPORATION RACTSOL	ANTOINE ROSEMAN	12502 SANDRA LEE CT MONROVIA, MD 21770-9032
816	VIRGINIA ENERGY & LIGHTING, LLC	TOM EPPS	10108 KRAUSE RD STE 203 CHESTERFIELD, VA 23832-6550
817	AGMA Security Service Inc.	Vanessa Insuasti	Calle 1 Edif 9 Ste 100 Metro Office Park Guaynabo, PR 00968-1766
		GREGORIA ISRAEL	3322 ALDEN PL NE

818	GLO ELECTRICAL SERVICE LLC	ISRAEL	WASHINGTON, DC 20019-1313
819	TEYA ENTERPRISES LLC	RON PERRY	101 E 9TH AVE STE 9B ANCHORAGE, AK 99501-3651
820	CETERIS INC	TREY GARDNER	125 N BROAD ST STE 209 THOMASVILLE, GA 31792-8126
821	TEYA ENTERPRISES LLC	GREG STRIKE	9414 GOODMAN CT ELK GROVE, CA 95624-6048
822	RJK CONSTRUCTION LLC	THERESA BROPHY	9525 SW LODESTONE DR BEAVERTON, OR 97007-8720
823	REVACOMM INC	BRETT KIMURA	677 ALA MOANA BLVD STE 820 HONOLULU, HI 96813-5416
824	LLC Management	Jason Perez	9665 Granite Ridge Dr Ste 110 San Diego, CA 92123-2659
825	NORA CONTRACTING, LLC	AUDIE BRINKER	3633 MICHIGAN AVE DETROIT, MI 48216-1099
826	KOMAN INTEGRATED SOLUTIONS, LLC	TRACY KERNS	4900 CALIFORNIA AVE 2ND FL BAKERSFIELD, CA 93309-7024
827	CHITINA DIVERSIFIED -AMES 1 JV LLC	RYAN HASH	821 N ST STE 204 ANCHORAGE, AK 99501-3285
828	AAECON GENERAL CONTRACTING LLC AACON GENERAL CONTRACTORS	MICHAEL LATHON	1147 LOGAN ST LOUISVILLE, KY 40204-2463
829	INSPIRED SOLUTIONS INC	ISABELLA PINA	13168 CENTERPOINTE WAY UNIT 201 OFFICE B WOODBRIDGE, VA 22193-5287
830	GENCO GENERAL CONTRACTORS OF PUERTO RICO CORP	KIMBERLY VARGAS	1402 CORINTH ST STE 113 DALLAS, TX 75215-2111
831	Aleut Information Technology, LLC	Breke Harnagel	5775 Mark Dabling Blvd #105 Colorado Springs, CO 80919-2240
832	AJCE CORP	ANTHONY CISNEROS	8570 SW 127TH ST CORAL GABLES, FL 33156-5819
833	TRILLION TECHNOLOGY SOLUTIONS INC.	SRINIVAS MALLADI	1950 ROLAND CLARKE PLACE SUITE 410 RESTON, VA 20191-1414
834	RAPIDS FLOOD TEAM LLC	ROBERT RIVERA	20110 ROTHBURY LN UNIT 4401 MONTGOMERY VILLAGE, MD 20886-1454
			55 W 5TH ST

835	BRICE BUILDERS LLC	DAVID ALLEN	PANAMA CITY, FL 32401-2601
836	FEMDEL LLC	GBENGA OYEDELE	400 E PRATT ST STE 830 BALTIMORE, MD 21202-3128
837	EMMATY, INC	MADELINE CABRERA	31 GRANITE ST STE 6 MILFORD, MA 01757-1695
838	VANGUARD PACIFIC, LLC	SYDNEY CODY	7520 STANDISH PL STE 280 ROCKVILLE, MD 20855-2853
839	FREEDOMLINK LLC	CORLISS JACKSON	42268 PROVIDENCE RIDGE DR CHANTILLY, VA 20152-4372
840	TBM TECHNOLOGY CONSULTING, LLC	TOSHA MIMS	2204 KELTRIP CT SILVER SPRING, MD 20906-1144
841	FELLOWS CORPORATE CONSORTIUM LLC	BRENDA FELLOWS	756 BOUNTY DR APT 5602 FOSTER CITY, CA 94404-2679
842	MULE ENGINEERING, INC.	JARED ULEKOWSKI	13019 SHADOW BEND CT WINTER GARDEN, FL 34787-5428
843	ARCTICOM, LLC	RICHARD FOSTER	1371 BRASS MILL RD BELCAMP, MD 21017-1239
844	Ice Technical Services Incorporated	Cynthia Vanden Berg	2985 N 935 E Ste 6 Layton, UT 84041-7307
845	CONVERGENT TELECOM INC CONVERGENT TELECOM INC	RAJ SHAH	28 DEER PATH HONEOYE FALLS, NY 14472-9373
846	THE ALONSO GROUP, LLC	ROBERT ALONSO, II	2351 MIDDLEVILLE RD FLEMINGTON, WV 26347-6005
847	INC DR DIESEL TECHNOLOGIES	JORGE GUERRERO	41185 GOLDEN GATE CIR STE 203 MURRIETA, CA 92562-6995
848	ADELAIDE SERVICES LLC	SELENA ALEMAN	118 BROADWAY ST STE 614 SAN ANTONIO, TX 78205-1950
849	CHENEGA MISSION OPERATIONS LLC	SCOTT WALLACE	103 QUALITY CIR NW STE 200 HUNTSVILLE, AL 35806-4537
850	TACTICA SOLUTIONS, LLC	BRADLEY JOHNSON	2250 THORNTON TAYLOR PKWY STE A FAYETTEVILLE, TN 37334-3651
851	XL CONSTRUCTION, LLC	PRAFULKUMAR PATEL	9101 CHERRY LN STE 205-206 LAUREL, MD 20708-1133
852	NEW DOMINION CONSTRUCTION, LLC	ADRIAN LAWSON	12 ROOSEVELT AVE STE 1 MYSTIC, CT 06355-2832
853	LLC SERVICES	MICHAEL RANDALL	245 COUNTRY CLUB DRIVE, SUITE 200 F STOCKBRIDGE, GA 30281-7212
			9 7TH AVE N

854	VANN COMPANIES LLC	MICHAEL VANN	HOPKINS, MN 55343-7658
855	LEISNOI PROFESSIONAL SERVICES, LLC	KEVEN TRUESDELL	1007 BECKLEY CIR VENICE, FL 34292-3938
856	VISTA GLOBAL SOLUTIONS, LLC	DAVID BROYHILL	1826 N LOOP 1604 W STE 337F SAN ANTONIO, TX 78248-4517
857	ALLY GENERAL SOLUTIONS LLC	ROLANDO CASTANEDA	3317 PEBBLE BEACH LN PEARLAND, TX 77584-7930
858	MORPHIC CORP	SUDHIR KITTUR	757 RIDGEWOOD AVE NORTH BRUNSWICK, NJ 08902-2255
859	AVIMAN MANAGEMENT LLC	WALLACE COLEMAN	3411 SILVERSIDE RD STE 101 WILMINGTON, DE 19810-4806
860	NS & ASSOCIATES LLC	MEREDITH SMITH	19512 CAMERON MILL RD PARKTON, MD 21120-8910
861	SECTORMAX INC.	ARUN RAGHU	3 BETHESDA METRO CENTER STE 700 BETHESDA, MD 20814-6300
862	SERGEANT CONSTRUCTION INC.	RICKIE RINGOLD	19027 S JODI ROAD UNIT G MOKENA, IL 60448-8549
863	KEYSTONE GC LLC	FRANCISCO GUILLEN	2718 WYOMING AVE EL PASO, TX 79903-3928
864	YERKES SOUTH-H2H JV LLC	CHRISTINE YERKES	4799 HINOTE RD CRESTVIEW, FL 32539
865	EG&R ENGINEERING PC	B.V. RAO	1249 S RIVER RD STE 111 CRANBURY, NJ 08512-3633
866	LLC ACCESS COMMUNICATIONSACCESS CONSTRUCTION	ANA ESPINOZA ENRIQUEZ	2017 TEXAS AVE STE 1 EL PASO, TX 79901-1943
867	CLEAR LINCS LLC	LORI JANSEN	101 WHITNEY BAY STE 100 WINDSOR, CO 80550-6156
868	PARSONS, LESTER CARE	LESTER PARSON	232 B ESTATE GLYNN CHRISTIANSTED, VI 00820
869	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	7620 N HARTMAN LN STE 126A TUCSON, AZ 85743-8263
870	SUVI GLOBAL SERVICES LLC	SANJEEV HIRANI	2553 DULLES VIEW DR STE 700 HERNDON, VA 20171-5226
871	MA-CHIS INTERNATIONAL SERVICES, INC.	NADINE SCHLOEMER	2948 COUNTY RD 377 ELBA, AL 36323-7088
872	KUNJ CONSTRUCTION CORPORATION	NEEKUNJ BHANDERI	163 PARIS AVENUE SUITE B NORTHVALE, NJ 07647-2028

873	WESTERLY ENTERPRISES LLC	TIMOTHY HARRIS	507 N FREDERICK AVE STE 101 GAITHERSBURG, MD 20877-2506
874	SILVER MOUNTAIN WESTON JV, LLC	BRENT BROOKS	1425 HIGHAM ST IDAHO FALLS, ID 83402-1513
875	TM SERVICES & CONSULTANTS LLC	TIMOTHY BURNSIDE	2437 E SUNNY MEADE DR HARVEY, LA 70058-2140
876	AMERIND, INC.	JORDAN L BEARD	1301 WESTPARK DRIVE LITTLE ROCK, AR 72204-2412
877	UIC SANATU, LLC	JASON STRICKLER	6700 ARCTIC SPUR RD ANCHORAGE, AK 99518-1550
878	BLOOMSBURIE LLC BLOOMSBURIE	KINHA LESTER	3542 N UTAH ST ARLINGTON, VA 22207-4444
879	UMYUAQ TECHNOLOGY LLC	DONALD LIPPER	2722 W BITTERS RD STE 118 SAN ANTONIO, TX 78248
880	LLORENTE ENTERPRISES LLC	SEAN GAGHAN	5641T GENERAL WASHINGTON DRIVE ALEXANDRIA, VA 22312-2403
881	MIDDLE CANYON ELECTRIC, LLC	JEREMY CANDELARIO	661 N ERICSON RD TOOELE, UT 84074-9702
882	LEADING EDGE DESIGN GROUP, INC.	TODD BOUCHER	86 CHOSEN VALE LN STE 201 ENFIELD, NH 03748-3590
883	CROMEDY CONSTRUCTION CORP ADVANTAGE CONTRACTING INC	BILL CROMEDY	5702 NEWTOWN AVE PHILADELPHIA, PA 19120-1619
884	XRT, LLC XRT	PARISH HARRIS	2505 PACE BEND RD S SPICEWOOD, TX 78669-2610
885	INNOVATIVE PERFORMANCE CONSTRUCTION CO LLC	VERA HALL	13370 HIGHWAY 61 FAYETTE, MS 39069-4897
886	AJ COMMERCIAL SERVICES INC ASC PAVING	RAFALITA AVALOS	11860 VISTA DEL SOL DR 103 EL PASO, TX 79936-6128
887	Midnight Sun-Centennial Sagviq Jv, LLC	Guy Bailly	3201 C St Ste 801 Anchorage, AK 99503-3934
888	VIRSIG LLC	BRIAN VALENZA	95 SEAVIEW BLVD STE 201 PORT WASHINGTON, NY 11050-4633
889	Supplied Industrial Solutions, Inc.	Stephen Brock	6457 UNIVERSAL AVE KANSAS CITY, MO 64120-1326
890	WELCH COMPANIES INC	DEBBIE WELCH	2447 W 12TH ST SUITE 5 TEMPE, AZ 85281-6936
891	MA-CHIS-WB JV, LLC	BOB PHILLIPS	4391 COUNTY ROAD 228 ELBA, AL 36323-7747

892	MACHIS MID-ATLANTIC, INC.	ROBERT RICHARDSON	54 PRIVATE ROAD 1312 STE 5 ELBA, AL 36323-1102
893	Imec Group, Llc	Gudell Ward	1299 PARKWAY DR GOLDSBORO, NC 27534-3486
894	ARK CONSTRUCTION MANAGEMENT LLC	CATALINA ARAIZA	1240 WINNOWING WAY UNIT 102 MOUNT PLEASANT, SC 29466-7531
895	LORIMAR GROUP, INC. LORIMAR COMMUNICATIONS	GEORGE JOHNSON	1488 PIONEER WAY STE 14 EL CAJON, CA 92020-1633
896	K2 CONTRACTING GROUP, LLC	STEVEN NAPPER	9501 DISCOVERY BLVD STE 105 MANASSAS, VA 20109-4031
897	PM JENKINS GROUP- PROFESSIONAL MANAGEMENT SERVICES LLC W4 Construction Group	Percy Jenkins	397 S State St Ste 102 Clearfield, UT 84015-1808
898	THE JOACHIM GROUP CPAS & CONSULTANTS LLC TJG	CURTIS JOACHIM	3027 PETERS CREEK RD NW STE C ROANOKE, VA 24019-2762
899	AMERISTAR CONTRACTING GROUP, INC.	MANUEL COTELO	1 MEMORIAL DRIVE STE 101 WARETOWN, NJ 08758
900	MAJESTIC INTEGRATED CONSTRUCTION SOLUTIONS LLC	KIELEN POWELL	6439 PLYMOUTH AVE STE 113 SAINT LOUIS, MO 63133-1940
901	SERVICES, LLP V E S	LUCINDRA CRUTCHER	4810 COMMERCIAL DRIVE HUNTSVILLE, AL 35816-2206
902	NTVI Communications, Inc.	Christine Fries	197 Replacement Ave Ste 131 Fort Leonard Wood, MO 65473-9089
903	Four Tribes Enterprises, LLC	Doyle Lowry	5100 Buckeystown Pike Ste 223 Frederick, MD 21704-8336
904	WINDWALKER GROUP LLC	HERBY DUVERNE	529 MAIN ST STE 200 CHARLESTOWN, MA 02129-1119
905	RCO CONSTRUCTION LLC ROLAND DAVILA	ROLAND DAVILA	5418 W US HIGHWAY 90 SAN ANTONIO, TX 78227-4219
906	PUEO BUSINESS SOLUTIONS LLC	MICAH MOSSMAN	301 LAFAYETTE BLVD FREDERICKSBURG, VA 22401-6066
907	RED BISON SERVICES LLC	RONALD ORTEGO III	13607 RIVER RD LULING, LA 70070-4264
908	EK MANAGEMENT LLC	EDNA KEEFE	909 EMILY CIR FORT WALTON BEACH, FL 32547-1980
909	PRO-CAL LIGHTING, INC.	BRIAN MORALES	1155 S SANTA FE AVE VISTA, CA 92083-7272
			26750 BIA RD 8

910	Tom Reeves Drilling, Inc.	Tom Reeves	Eagle Butte, SD 57625-0000
911	PER-GEESH CONSTRUCTION CORPORATION	PAMELA AMES	190 KLAMATH BLVD KLAMATH, CA 95548
912	A.C. CONCRETE ENTERPRISE, INC	AARON FERGUSON	5430 DAKOTA DR JACKSONVILLE, FL 32209-2130
913	E-LOGIC INC	LUIS PADILLA	1025 CONNECTICUT AVE NW STE 1000 WASHINGTON, DC 20036-5417
914	MARTIN LOYD INC PROAUTOMATE	BAFANA MOYO	2112 DEER RIDGE DR STONE MOUNTAIN, GA 30087-1403
915	VEOS POWER SOLUTIONS LLC	ERIC ADU	3112 WINDRIDGE CIR HIGHLANDS RANCH, CO 80126-8009
916	W & P LLC	PORTIA PEARSON	6242 U S HIGHWAY 98 STE 60 HATTIESBURG, MS 39402-8137
917	CHIRICAHUA PROCUREMENT LLC	MIKE GANN	2315 E GORE BLVD LAWTON, OK 73501-6116
918	SMNC PROPERTIES LLC	ALEXANDRO CETINA	840 K ST STE 200 ANCHORAGE, AK 99501
919	INTERNATIONAL TOWERS LLC	JAMES HYNES	11821 N MARANA TECH DR MARANA, AZ 85658
920	GDL SOLUTIONS INC	EUGENE KIM	13409 MIDNIGHT BLUE PL CENTREVILLE, VA 20120-3015
921	BENECORP, INC.	CARTER BENEFIELD	2439 MANHATTAN BLVD STE 102-3 HARVEY, LA 70058-5473
922	PROBITAS TECHNOLOGY INC	BENJAMIN WILLIAMS	2745 N FRONT ST HARRISBURG, PA 17110-1270
923	COSTA SECURITY SERVICES, LLC OPS SECURITY GROUP	JIM MAGNATTA	1500 S COLUMBUS BLVD STE 6 PHILADELPHIA, PA 19147-5504
924	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	101 PARK AVE STE 1335 OKLAHOMA CITY, OK 73102-7209
925	DENT TRUCKING LLC	CARLOS DENT	236 PONDERS MILL RD RICHLAND, GA 31825-3704
926	TYONEK CONTRACTOR SERVICES, LLC	WENDAL DOSS	1689 C ST, STE 219 ANCHORAGE, AK 99501-5131
927	Dayspring Electric Inc.	SANDY L. Scubelek	21170 Stayyard Rd Tonganoxie, KS 66086-5005
928	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	198 PALOMA MESA RD ANTHONY, NM 88021-8640
	LOGISTIC RESOURCE SOLUTION, INC		15413 1ST AVE CT SO STE 106

929	LRS	DARRYL SIMMONS	TACOMA, WA 98444-4606
930	IMAQ TECHNOLOGY, LLC	ALEXANDRO CETINA	840 K ST STE 200 ANCHORAGE, AK 99501-3353
931	Bluprint, Llc	Gloria B. Thornwell	3200 Crain Hwy Ste 205 Waldorf, MD 20603-4843
932	FOLSOM, LLC. FOLSOM ENTERPRISES	SCOTT WILLIAMS	820 E PARK AVE TALLAHASSEE, FL 32301-2610
933	REON INC	MATT PERRY	204 N KENWOOD AVE BALTIMORE, MD 21224-1208
934	MAYHEW TECHNOLOGY SOLUTIONS LLC	MOLLY MAYHEW	1400 S FRETZ AVE STE 135 EDMOND, OK 73003-5783
935	DOLIVEIRA SYSTEMS LLC	JAMIE DOLIVEIRA	1237 PENN AVE STE 200 HOLLSOPPLE, PA 15935-7348
936	READY SERVICES, LLC	ANTHONY JOHNSON	6935 EAST 12TH STREET TULSA, OK 74112-5605
937	CAPITAL SERVICES, LLC	VERONICA NIEVES	URB EL DORADO CALLE C #B 11 SAN JUAN, PR 00926
938	APERIO GLOBAL LLC	ERIC BOHRER	11710 PLAZA AMERICA DR STE 2000 RESTON, VA 20190-4743
939	4ES CORPORATION	STEVEN TREVINO	5210 ROBLE GRANDE SAN ANTONIO, TX 78261-1712
940	TEYA ENTERPRISES LLC	GREG STRIKE	15558 W FAIRMOUNT AVE GOODYEAR, AZ 85395-8567
941	NISGA'A TEK, LLC NTEK	ERIC CARLSON	14900 BOGLE DR STE 300 CHANTILLY, VA 20151-1758
942	TRILLION ERP VENTURETECH, LLC	SRINIVAS MALLADI	1950 ROLAND CLARKE PL STE 410 RESTON, VA 20191
943	SUNITNA RIVER LLC	ANITA LARSON	4300 B ST STE 405 ANCHORAGE, AK 99503-5951
944	CM Construction Services Inc	Monique Miron	2353 South Broadway Santa Maria, CA 93454-8806
945	ASPIRYON LLC	NEIL CRISMAN	7600 CHEVY CHASE DR SUITE 300 AUSTIN, TX 78752-1599
946	SES ELECTRICAL LLC	TERRI CLEMENS	4100 LEGENDARY DR STE 250 B DESTIN, FL 32541-8608
			11820 PARKLAWN DR STE 200

947	TERRA SITE CONSTRUCTORS LLC	BABUR MIAN	ROCKVILLE, MD 20852-2529
948	CONCIERGE BUSINESS SOLUTIONS INC	LUIS MONTANEZ	1801 AUSTELL RD SW MARIETTA, GA 30008-4317
949	M.D. PAR, L.L.C.	MELTON PARHAM	1431 PINERIDGE ROAD MIDWEST CITY, OK 73130-5314
950	PREMIER CONSTRUCTORS INC	FREEMAN BELL	682 DIXIANA RD WEST COLUMBIA, SC 29172-3121
951	NORTH STAR GOVERNMENT SERVICES	SUKI BASRAI	350 10TH AVE STE 1000 SAN DIEGO, CA 92101-8705
952	DBISP, LLC	John Miller	155 Tri County Pkwy Ste 275 Cincinnati, OH 45246-3249
953	GLOBAL ENTERPRISE SERVICES LLC	JESSIE SHOWERS	2349 GREENFIELD DR BELLEVILLE, IL 62221-6815
954	GEMINI 3 GROUP, INC., THE	LINDA BLAKEMORE	292 GARRISONVILLE RD STE 201 STAFFORD, VA 22554-1574
955	ALEUT INFORMATION TECHNOLOGY, LLC	JOHN MAYS	4000 OLD SEWARD HWY STE 300 ANCHORAGE, AK 99503-6079
956	CHENEGA ENTERPRISE SYSTEMS & SOLUTIONS, LLC	CHRISTIE VAN CLEAVE	3000 C ST STE 301 ANCHORAGE, AK 99503-3975
957	EWING COMPONENTS, INC. CONNECT PACKING AND SHIPPING	PAUL GALAN	902 BROAD ST WICHITA FALLS, TX 76301-4310
958	CHITINA DIVERSIFIED SERVICES LLC	ED HERNDON	4082 SUMMERHILL SQ TEXARKANA, TX 75503-2730
959	SWIFT RIVER ENVIRONMENTAL SERVICES, LLC	ANITA LARSON	26 W DRY CREEK CIR STE 470 LITTLETON, CO 80120-4475
960	KLB ENTERPRISES	LYDIA WILSON	6018 PAHRMANN PL NW BREMERTON, WA 98311-7027
961	FLATWATER PROFESSIONAL SERVICES COMPANY	ERIN MORGAN	818 ST. AUGUSTINES DR. NEBRASKA, NE 68071
962	SES ELECTRICAL LLC	TERRI CLEMENS	111 W 16TH AVE STE 413 ANCHORAGE, AK 99501-5169
963	CLOUD LAKE TECHNOLOGY LLC	SANJEEV HIRANI	2553 DULLES VIEW DR STE 700 HERNDON, VA 20171-5228
964	SUPERIOR STRUCTURES, LLC	JOSHUA BOWEN	113 HOWARD ST STE 104 LA PLATA, MD 20646-6950
965	YEARGIN CONTRACTORS LLC	CLARENCE YEARGIN	6001 SAINT CATHERINES LN LORTON, VA 22079-4015
966	J C D ENGINEERING INC JCD ENGINEERING	JUAN DEL PINO	LAS PALMAS VILLAGE ST 19 STE 1 CATANO, PR 00962
	FREQUENCY ELECTRIC LLC		4465 RED ROME CT

967	FREQUENCY ENTERPRISE	JOSEPH WASHINGTON	WALDORF, MD 20602-6134
968	SERVICES, LLC KBDBS	JOSEPH KOPACZ	879 OAK HILLS DR MONUMENT, CO 80132-8829
969	NLM GROUP LLC	MARCELO VASQUEZ	1737 KING STREET SUITE 601 ALEXANDRIA, VA 22314-2764
970	TRILOGY SECURED SERVICES LLC	MELISSA ESCOBAR	5513 KATHLEEN PL SPRINGFIELD, VA 22151-3225
971	Outside The Box, Llc	Candice Somerville	609 Bartow St Ste A Nashville, GA 31639-2414
972	POINT ROCK SOLUTIONS, LLC	STEPHANIE SPARKS	44224 RIVERPOINT DR LEESBURG, VA 20176-8247
973	NATIVE STAR GROUP INC	MATTIE JEFFRIES	17406 E 425 RD JAY, OK 74346-3735
974	Suh'dutsing Staffing Services	Paul Terry	316 WARNER RD STE 102 TANNERSVILLE, PA 18372-7994
975	GCI CONSTRUCTION & INSPECTIONS LLC	OSCAR GALINDO	1305 E COUNTY 16TH ST LOT B YUMA, AZ 85365-9615
976	RYMARK CONTRACTING INC	RYAN PRICE	19901 JODI DR LUTZ, FL 33558-5005
977	ADAPTIVE INDUSTRIAL SERVICES, LLC ADAPTIVE INDUSTRIAL SERVICES	GAYLYN FLOWERS	10101 FONDREN RD STE 111 HOUSTON, TX 77096-4500
978	SUCCOR-OCEAN JV, LLC	YVONNE PARKER	585 OAK GROVE RD CHESAPEAKE, VA 23320-3723
979	MISSION SUPPORT SERVICES, LLC	CYNTHIA SHAW	418 N SEGRAVE ST DAYTONA BEACH, FL 32114-3145
980	INC GPSI GUAM	CHARLES RIOS	456 W OBRIEN DR STE 102D HAGATNA, GU 96910-5012
981	GM BUILDERS, INC.	RUBEN GARCIA	6051 CALLE PICO GEMELO LAS CRUCES, NM 88012-8006
982	LIBERTAS CONSULTING GROUP LLC	GERARD JOSEPH J JOSEPH	2337 MAIDENS CASTLE DR LEWISVILLE, TX 75056-5629
983	AMR CONSTRUCTION, LLC	RANDY HARRIS	13150 TRIADELPHIA MILL RD CLARKSVILLE, MD 21029-1417
984	SUGPIAT DEFENSE LLC	MATTHEW PAVLAK	1400 W BENSON BLVD STE 504 ANCHORAGE, AK 99503-3795
985	KING & GEORGE, LLC KING GEORGE	GEORGE BERNARD	320 HEMPHILL ST FORT WORTH, TX 76104-1130
986	STAMPEDE VENTURES INC. STAMPEDE VENTURES AK	ZIBA GRAHAM	130 GARAGE RD SOUTHPORT, NC 28461-7910

987	PCPLUS NETWORKS, INC.	SHAN DHOLARIA	1010 LAKES PKWY LAWRENCEVILLE, GA 30043-8905
988	LG TECH LLC LION GROUP TECHNOLOGIES	JONATHON RUIZ	2 AMBOY AVE BLDG 5 STE 12 WOODBRIDGE, NJ 07095-2662
989	Marco Federal Services, LLC	James Cordova	700 N Stanton St Ste 330 El Paso, TX 79902-5205
990	STL MOBILE TECH STL MOBILE TECH	TYRONE LOTT	8364 RICHARD AVE SAINT LOUIS, MO 63132-2802
991	HARRISON MARVIN HARRISON INFRARED TECHNOLOGY	MARVIN HARRISON	5302 CHARLES HILL BLVD UPPER MARLBORO, MD 20772-2983
992	PHOENIX GENERAL CONTRACTORS, LLC	PETER REGALADO	11940 DON HASKINS DR STE B146 EL PASO, TX 79936-6998
993	YUKON MANAGEMENT, LLC	TIMOTHY GAYLES	1320 CENTRAL PARK BLVD STE 237 FREDERICKSBURG, VA 22401-4958
994	ACTS GROUP INC	MILTON TORRES	1136 JENSEN DR STE A VIRGINIA BEACH, VA 23451-5872
995	LIONA ENTERPRISES INC LEI	MICHELLE MORALES-DENISOFF	1212 SYCAMORE ST STE 42 FL 4 CINCINNATI, OH 45202-7355
996	UMYUAQ TECHNOLOGY LLC	DONALD LIPPER	104 MAIN ST STE 201 DILLINGHAM, AK 99576
997	PORT GRAHAM TECHNOLOGIES, LLC	ROBERT BARGERON	213 MAIN ST JACKSON, SC 29831-2624
998	CURTIS WRIGHT BUILDERS LLC	CURTIS WRIGHT	3413 DARIEN ST SHREVEPORT, LA 71109-2517
999	SG & ASSOCIATES LLC	STEPHANIE GROSS	17545 PATTERSON DR HAGERSTOWN, MD 21740-2052
1000	PORT GRAHAM TECHNOLOGIES, LLC	ROBERT BARGERON	1601 RANDOLPH RD SE STE 120S ALBUQUERQUE, NM 87106-4240
1001	MSP SUPERIOR SERVICES INC	MARK POOLER	2901 DRUID PARK DR STE 210 BALTIMORE, MD 21215-8102
1002	INC. IMBUTEC	RICHARD TAYLOR	61 ARCH ST SUITE 101 CARNEGIE, PA 15106-2037
1003	LLC TOMCAT ELECTRIC	MICHAEL GARZA	3303 S 14TH AVENUE YUMA, AZ 85365-3927
1004	BLACKSTAR COMPANIES, LLC, THE	LESLIE ALLEN	15918 W MCNICHOLS DETROIT, MI 48235-3544
			4720 8TH ST

1005	HERITAGE CONSTRUCTION LLC	HYDER BHATTI	MERIDIAN, MS 39307-5805
1006	MARTINO INDUSTRIAL AIR INC	LUIS MARTINO	RD 848 KM 0.1 TRUJILLO ALTO, PR 00978
1007	INSPIRING LIVES FOREVER LLC ILF TRANSPORTATION	NAJEEBAH SHAREEF	16117 SAINT CLAIR AVE CLEVELAND, OH 44110-3028
1008	CONTRACTING COMMUNICATIONS SERVICES, INC. CCSI	PAUL TYSHING	107 ENGLEFIELD DR GAITHERSBURG, MD 20878-2661
1009	KUNJ Construction Corporation	Neekunj Bhanderi	3435 Camino Del Rio S Ste 214 San Diego, CA 92108-3911
1010	BENECORP, INC.	CARTER BENEFIELD	6706 N 9TH AVE STE C-6 PENSACOLA, FL 32504-7379
1011	MARCO-ONOPA JV II, L.L.C.	JAMES CORDOVA	700 N STANTON ST STE 330 EL PASO, TX 79902-5205
1012	ALEXTON INCORPORATED	SOPHIA MARNELL	8210 CINDER BED RD STE 2 LORTON, VA 22079-1135
1013	STRATEGIC ENDEAVOR, LLC	SHELTON RHODES	4031 UNIVERSITY DR STE 100 FAIRFAX, VA 22030-3400
1014	ALTIMA CONSTRUCTION INC	MERVIN MARTINEZ	2200 HUBBELL CIR SW ALBUQUERQUE, NM 87105-6666
1015	S.E.T. - PACIFIC, INC.	MARY GRACE JACOT	210 MAMIS STREET TAMUNING, GU 96913-4331
1016	GREENWAY GLOBAL CORPORATION GREENWAY TECHNOLOGIES	GABRIEL PICO	2310 W MISSION LN SUITE 1-2 PHOENIX, AZ 85021-2812
1017	UNIFIED CONTRACTOR, INC.	IVAN SANTISTEVAN	304 INDIANA ST SE ALBUQUERQUE, NM 87108-3119
1018	NEW DOMINION CONSTRUCTION LLC	ADRIAN LAWSON	6516 DENTAL LN STE C FAYETTEVILLE, NC 28314-0464
1019	FIRELAKE-DIVERSIFIED JV2 LLC	SCOTT SIEGWALD	1011 E 31ST ST LAWRENCE, KS 66046-5103
1020	DUWRIGHT CONSTRUCTION INC.	JOSEPH PEREIRA	7902 RAYTHEON RD SAN DIEGO, CA 92111-1607
1021	ALL NATIVE SYNERGIES COMPANY	WILLIAM HOWARD	818 ST AUGUSTINES DRIVE WINNEBAGO, NE 68071-5167
1022	V6 NETWORKS SOLUTIONS LLC	ANDRE MBONDA	16700 CUTLASS DR ROCKVILLE, MD 20853-1332
1023	GULF COAST INDUSTRIAL CONSTRUCTION, LLC	JOHNNY BAGGETT	12196 HWY 89 JAY, FL 32565-9110
1024	LOCKHIT LLC	NANCY MENDEZ	1184 NE 91ST TER MIAMI SHORES, FL 33138-3404
1025	PUEO - ST. MICHAEL'S JOINT VENTURE, LLC	KEVIN MING	301 LAFAYETTE BLVD FREDERICKSBURG, VA 22401-6066

1026	RASHAD AC & HEATING LLC	RASHAD WATSON	2917 PITTARI PL NEW ORLEANS, LA 70131-2169
1027	AMT LLC HERBICIDE	MICHE TELLEZ	25 RICARDO RD BELEN, NM 87002-9723
1028	STEELCORE ELECTRIC INC	FRANK BIANCO	916 AMBER DR SAN MARCOS, CA 92069-2104
1029	COLLINS CONSTRUCTION SERVICES, INC.	DAWN MORGAN	2135 ROWLAND AVE SUITE C SAVANNAH, GA 31404-4453
1030	ADVANCE SECURITY AND INTERCOMS INC.	WILFREDO ORTIZ	811 MCLEAN AVE STE 1B YONKERS, NY 10704-3866
1031	CHENEGA GLOBAL PROTECTION, LLC	BRAD NAYLOR	14420 ALBEMARLE POINT PL STE 100 CHANTILLY, VA 20151-1782
1032	D7 LLC DAWSON D7	THOMAS COFFEY	900 FORT STREET MALL STE 1850 HONOLULU, HI 96813-3707
1033	OTEKA TECHNOLOGIES, LLC	ALANDAS DOBBINS	3332 WINBROOK DR MEMPHIS, TN 38116-3604
1034	PERIKIN GPS, LLC	ERICKA DOMINGUEZ	500 MARQUETTE DR NW STE 510 ALBUQUERQUE, NM 87102-5310
1035	FORWARD INNOVATION GROUP, LLC	DONTE TANNER	15532 EAGLE TAVERN LN CENTREVILLE, VA 20120-3702
1036	MCKENZIE CONSTRUCTION & SITE DEVELOPMENT LLC	OLIVER FERNANDEZ	16 FLORIDA AVE NE WASHINGTON, DC 20002-3302
1037	EMPOWERING MINDS RESOURCE CENTER, LLP	TIFFINIE CARROLL	1800 N CHARLES ST STE 804 BALTIMORE, MD 21201-5987
1038	SPHERE DEFENSE SYSTEMS LLC	MICHAEL ECHOLS	1875 K ST NW STE 400 WASHINGTON, DC 20006-1265
1039	MV7 INC	JACQUELINE MATTIACCIO	13123 W LINEBAUGH AVE 101 TAMPA, FL 33626-4495
1040	MX CONSTRUCTION, INC.	TIFFANY AMEZCUA	720 SOUTH FRONTAGE ROAD, SUITE 106 NIPOMO, CA 93444-5626
1041	SECURITY OPERATIONS GROUP INTERNATIONAL LLC	LUIS ARELLANO	428 HAVASU POINT SPRING BRANCH, TX 78070-5522
1042	INSTALACIONES FULYES INC	FULGENCIO MARTINEZ	CARR 175 INTERIOR KM 12 0 BARRIO LOS BARROS TRUJILLO ALTO, PR 00976
1043	MARC III GENERAL CONTRACTORS LLC	CHESTER RACKLEY	6200 UTSA BLVD STE 100 SAN ANTONIO, TX 78249-1618
1044	ADDON SERVICES LLC	PRITA ABRAHAM	5700 GRANITE PKWY STE 200 PLANO, TX 75024-6623

1045	THE GOOD DOCTOR, LLC GOALS (GOVERNMENT OUTSOURCING & ADVANCED LABOR	MARINA HARRIS	5295 STONE MOUNTAIN HWY STE D STONE MOUNTAIN, GA 30087-3439
1046	GAPA INTERNATIONAL LLC	GEOFFREY HEDGEPETH	939 S ATLANTIC BOULEVARD STE 211 MONTEREY PARK, CA 91754-1065
1047	PRAIRIE BAND CONSTRUCTION, INC.	TYLER LEVIER	19035 US HIGHWAY 75 HOLTON, KS 66436-8101
1048	SWAN CONTRACTING LLC	MARIA FALLON	93 OLD GREENFIELD RD PETERBOROUGH, NH 03458-1203
1049	AMS CONSULTING AND DESIGN. INC AMS DESIGN	ILEANA EVANS	28205 ENGELMANN OAK TRAIL ESCONDIDO, CA 92026
1050	JIMENEZ MASONRY CONTRACTOR INC	DAGOBERTO JIMENEZ	6836 TUSTIN RD SALINAS, CA 93907-8571
1051	YULISTA SOLUTIONS LLC	PENNY EDWARDS	8600 ADVANCED GTWY SW HUNTSVILLE, AL 35808-1336
1052	AEM SERVICES, LLC	ANGELYCA RUSSELL	102 PEACHTREE ST FORT VALLEY, GA 31030-4930
1053	MCGILL GROUP, LLC, THE	DERRICK McGill	1776 I ST NW 9TH FL WASHINGTON, DC 20006-3708
1054	IGS STRATEGIC JV LLC	CLARENCE LYLES	643 MASSACHUSETTS AVE STE 200 INDIANAPOLIS, IN 46204-1653
1055	ENVIRONMENTAL CONSTRUCTION SERVICES INC. ECSI360	MICHAEL BROWN	3751 ISLAND AVE STE 205 PHILADELPHIA, PA 19153-3237
1056	CINTEOT INC.	CHRISTINA HUNT	77 N 3RD ST STE 101 CHAMBERSBURG, PA 17201-1812
1057	NORTH AMERICAN LOGISTICS, LLC	JOSE MOYA	1020 MERRILL ST STE 2010 SALINAS, CA 93901-4471
1058	Martinez, Jean Louie LK Construction	Jean Louie Martinez	17806 IH 10 W Ste 300 San Antonio, TX 78257-8222
1059	ACTS MELTECH JV2 LLC	MILTON TORRES	1136A JENSEN DR VIRGINIA BEACH, VA 23451-5872
1060	RIZA CONSTRUCTION INC	COREY AVENS	228 CHAPARRAL TRL JACKSONVILLE, NC 28546-9407
1061	WISEFOX SOLUTIONS, INC. SMARTFOX SOLUTIONS	ERIC HUNT	426 E MOULTON ST DECATUR, AL 35601-3002
1062	ARS ALEUT DEMOLITION SERVICES, LLC	ZACH FLEMING	2609 N RIVER RD PORT ALLEN, LA 70767-3469
1063	KLK ELECTRIC, INC	RISHI BUNSEE	4366 VICTORY BLVD STE B STATEN ISLAND, NY 10314-6705
	LEGEND CONSTRUCTION AND		11229 MCCOURTNEY RD

1064	PAINTING INC.	JUSTIN MENDOZA	GRASS VALLEY, CA 95949-7412
1065	SDJV	JEFF SNODGRASS	2495 STATE HWY AB SEYMOUR, MO 65746-6101
1066	ICE TECHNICAL SERVICES INC	CYNTHIA VANDEN BERG	1010 W 24TH AVE BELLEVUE, NE 68005
1067	SINEW MANAGEMENT GROUP LLC	PHILLIP FOX	1232 S PHILADELPHIA BLVD STE C ABERDEEN, MD 21001-3951
1068	NICKLAUS ENGINEERING, INC.	STACY GUTIERREZ	1851 W 24TH ST STE 101 YUMA, AZ 85364-6104
1069	RIZA CONSTRUCTION INC.	COREY AVENS	400 W 7TH ST STE 105A BLOOMINGTON, IN 47404-3900
1070	OSAGE PINNACLE DESIGN GROUP LLC	RUSSELL GOFF	1211 W 36TH ST N TULSA, OK 74127-1517
1071	K D EPPS ENTERPRISES LLC KELVIN EPPS PAINTING CO	KELVIN EPPS	117 PAT JOINER BLVD BYRON, GA 31008-3847
1072	SOUTHEASTERN INDUSTRIAL CONSTRUCTION, LLC	CAMILO GIRALDO	182 COMMERCE DR PELHAM, AL 35124-1838
1073	SILVER LAKE CONSTRUCTION LLC	PAUL CRADDOCK	116 N BAILEY LN PURCELLVILLE, VA 20132-6002
1074	ALEUT ELECTRIC LLC	SHERRILL BRAMAN	691 HOTCHKISS RD GREENE, NY 13778-4136
1075	ALS TWIN AIR LLC	ALBERT VENSON JR	11402 MONEYWORTH CT GLENARDEN, MD 20774-9312
1076	SUH'DUTSING-PILKINGTON CONSTRUCTION JV, LLC	CARLA SANCHEZ	600 N 100 E STE M CEDAR CITY, UT 84721-3807
1077	ALOHA AINA CONSTRUCTION LLC	ALEXANDER WONG	45-076 WAIKALUA ROAD KANEOHE, HI 96744-2764
1078	JKS Industries, LLC	Jeffrey Knight	747 Sheridan Blvd Ste 9A Lakewood, CO 80214-2563
1079	TVC CONSTRUCTION CORP	CARLOS VALERA	2500 NW 79TH AVE STE 177 DORAL, FL 33122-1082
1080	NEW CENTURY TECHNOLOGIES INC	LYNN XA	4225 EXECUTIVE SQ STE 600 LA JOLLA, CA 92037-1484
1081	B & P ENTERPRISES OF AVOYELLES PARISH	RENA HARRELL	250 BLUEBIRD LN MARKSVILLE, LA 71351-3404
1082	GOSHAWK, LLC	BRANDON MANN	1600 GENESSEE STE 728 KANSAS CITY, MO 64102-1039
1083	BRUNOW CONTRACTING, LLC BRUNOW CONTRACTING	TAMARA BRUNOW	1851 MADISON AVE STE 490 COUNCIL BLUFFS, IA 51503-3607
			11011 ABBEY STATION LN

1084	Crossfire Business Solutions LLC	Darryle Brooks	SILVER SPRING, MD 20901-4574
1085	KLD CONSTRUCTION CORP	BLEU KIM	1717 S HOOVER ST STE 202 LOS ANGELES, CA 90006-4958
1086	SECURITY MANAGEMENT INNOVATIONS, INC.	ALEX BOCARANDA	6802 NW 77TH CT MIAMI, FL 33166-2713
1087	IDRIL SERVICES CORPORATION	LAKSHMI BALUSU	172 PROSPECT PL ALPHARETTA, GA 30005-5453
1088	TEYA SUPPORT SERVICES LLC	RON PERRY	101 E 9TH AVE STE 9B ANCHORAGE, AK 99501-3651
1089	DEGLB2 CONTRACTORS LLC	GREGG BOYD	5716 WALKER MILL RD CAPITOL HEIGHTS, MD 20743-5547
1090	ETHIC TECH, LLC	KEVIN LONG	401 WYNN DR NW HUNTSVILLE, AL 35805-1962
1091	Sobis, Inc.	Sonya M Ford	1919 Rivermont Ave Lynchburg, VA 24503-4118
1092	ITFRASTRUCTURE, INC.	JAY XIE	10300 EATON PLACE SUITE 440 FAIRFAX, VA 22030-2239
1093	FCC CONSULTING SERVICES L L C	FREDERICK CAROTHERS	184 S BROAD ST 2ND FLR TRENTON, NJ 08608-2405
1094	INC. VIRTUAL COMPUTING TECHNOLOGY	CIGI OAKLEY	380 STEVENS AVENUE, SUITE 213 SOLANA BEACH, CA 92075-2069
1095	BSET LLC	LAURA HOEY	91-343 KAIHOLO ST KAPOLEI, HI 96707-1848
1096	MCKENZIE CONSTRUCTION & SITE DEVELOPMENT LLC	OLIVER FERNANDEZ	4063 EAST HOUSTON ST, STE 1180 STE 216 SAN ANTONIO, TX 78220
1097	LEISNOI PROFESSIONAL SERVICES LLC	KEVEN TRUESDELL	1408 EXPEDITION CT FORT COLLINS, CO 80521-1149
1098	Next Level Solutions LLC	Michael Hill	1025 Connecticut Ave Nw Ste 1000 Washington, DC 20036-5417
1099	CAPITAL BRAND GROUP LLC	MAX BRAND	12501 PROSPERITY DR STE 400 SILVER SPRING, MD 20904-1652
1100	OMNIFICS INC	NADY SAMNANG	42461 SPRING SPLENDOR DR BRAMBLETON, VA 20148-5695
1101	LBYD FEDERAL, LLC	KEVIN BROWN	880 MONTCLAIR RD STE 600 BIRMINGHAM, AL 35213-1972
1102	MATLOCK AND ASSOCIATES, LLC	JOHN MATLOCK	3033 WILSON BOULEVARD, SUITE 700, PMB#117 ARLINGTON, VA 22201-3868
	NARITO SHEETMETAL &		94-078 LEOKANE ST

1103	MECHANICAL CORPORATION	DENISE NARITO	WAIPAHU, HI 96797-2259
1104	D&S INTERNATIONAL, LLC	MARLENE CAMAN	5004 BRIGHTON AVE KANSAS CITY, MO 64130-3109
1105	MA-CHIS INTERNATIONAL SERVICES INC	NADINE SCHLOEMER	2080 WAITE ST FORT BENNING, GA 31905
1106	ARETEC, INC.	ANTHONY RIVERA	10201 FAIRFAX BLVD STE 223 FAIRFAX, VA 22030-2222
1107	GOLDBELT NIGHTHAWK, LLC	LEW HICKS	603 PILOT HOUSE DRIVE, SUITE 400 NEWPORT NEWS, VA 23606
1108	TURTLE CREEK CONSTRUCTION, LLC	JAVIER ARIAS	920 D AVE KEARNEY, NE 68847-7514
1109	ALFARO GENERAL ENGINEERING	MICHEL ALFARO	2240 BONNEY CT ROCKLIN, CA 95765-4637
1110	BOWHEAD COMMUNICATION SERVICES LLC	LORI SCHENDEL	6564 LOISDALE CT STE 900 SPRINGFIELD, VA 22150-1822
1111	LEAD TRAINING LLC	STARLA HALCOMB	3016 W SHILOH CREEK AVE STILLWATER, OK 74074-1881
1112	BESPOKE CORPS LLC	JEREMY ARMON	43828 LAUREL RIDGE DR ASHBURN, VA 20147-2372
1113	EASTHILL CONSTRUCTION CORP	VEDANT BHANDERI	35 JOURNAL SQUARE, SUITE 430 JERSEY CITY, NJ 07306-4024
1114	NTVI SOLUTIONS LLC	HATIB PROM	14100 PARKE LONG CT STE H CHANTILLY, VA 20151-1644
1115	WhirlWind Technologies LLC	KoJo Addae Mintah	2200 Pennsylvania Ave NW 4th Fl E Washington, DC 20037-1709
1116	ARS ALEUT SERVICES, LLC	MARK GRAGG	2609 N. RIVER ROAD PORT ALLEN, LA 70767-3469
1117	D7, LLC DAWSON D7	JOHNATHAN DOWNING	500 N. GARDEN AVENUE SOFIA BUILDING SUITE 6A SIERRA VISTA, AZ 85635
1118	AMERICAN ORTHOTIC AND PROSTHETIC CENTER, INC. CMG Contracting	Cynthia D Smith	1521 Technology Dr Chesapeake, VA 23320-5999
1119	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	232 ANACAPA ST STE 2C SANTA BARBARA, CA 93101-1841
1120	MISSION SUPPORT SERVICES, LLC MS2	CYNTHIA SHAW	1033 N MAYFAIR RD STE 202 MILWAUKEE, WI 53226-3442
1121	FIELDS GROUP LLC, THE	LEON FIELDS	8001 MANDAN RD STE 101 GREENBELT, MD 20770-2849
			10630 LITTLE PATUXENT PKWY STE 224G

1122	T1 CONSTRUCTION, LLC	ERIK SELL	COLUMBIA, MD 21044-3264
1123	SUPERIOR CONSTRUCTION COMPANY, INC.	Ivan Thrane	21707 Big Woods Rd Dickerson, MD 20842-8914
1124	OMEGA BELT BUILT JOINT VENTURE, LLC	BRUCE GAUNTT	2410 CERCA MADERA SAN ANTONIO, TX 78259-3529
1125	CONDOR SECURITY OF AMERICA INC	GREGORY VEIGA	1020 MERRILL ST STE 2010 SALINAS, CA 93901-4471
1126	PACIFIC TECHNOLOGIES AND SOLUTIONS, LLC	JOHN JOHNSTON	1003 BISHOP ST STE 1980 HONOLULU, HI 96813-6461
1127	DOMINGUEZ DESIGN-BUILD INC	SHAWN DOMINGUEZ	4340 DEVEREUX DR PENSACOLA, FL 32504-7814
1128	DAP CONSTRUCTION MANAGEMENT, LLC	ALICIA HERNANDEZ	8201 LOCKHEED DR STE 135-B EL PASO, TX 79925-2500
1129	ADAPT CONSULTING , LLC	LISA LOWERY	17645 E OLD CHERRY RD DEWEY, AZ 86327-7315
1130	CHITINA DIVERSIFIED SERVICES, LLC	ED HERNDON	2975 S AVENUE B YUMA, AZ 85364-7703
1131	WHIRLWIND TECHNOLOGIES LLC	KOJO ADDAE-MINTAH	137 NATIONAL PLZ STE 300 OXON HILL, MD 20745-1153
1132	ARCTICOM, LLC	RICHARD FOSTER	3301 C STREET, SUITE 400 ANCHORAGE, AK 99503-3958
1133	MAKWA GLOBAL IT, LLC	TERI TWIGG	1601 UTICA AVENUE SOUTH STE 211 MINNEAPOLIS, MN 55416-3400
1134	DIGITAL FORENSIC SERVICES, LLC	JEROME TAYLOR	9111 EDMONSTON RD STE 205 GREENBELT, MD 20770-1546
1135	RM EXTERIORS GROUP LLC	ALEX VELA	2160 KINGSTON CT SE STE M1 MARIETTA, GA 30067-8951
1136	DAKOTA PLAINS ELECTRICAL CONTRACTING, INC.	DARREL BROTSKY	221 W PLAINS AVE BOX 442 EAGLE BUTTE, SD 57625-0442
1137	QAYAQ GOVERNMENT SOLUTIONS LLC	JASON STRICKLER	6700 ARCTIC SPUR RD ANCHORAGE, AK 99518-1550
1138	TEHAMA, LLC	SHERRY GIBSON	1600 GENESSEE STREET SUITE 754 KANSAS CITY, MO 64102-1064
1139	ARS ALEUT DEMOLITION SERVICES LLC	ZACH FLEMING	663 EMORY VALLEY RD STE B OAK RIDGE, TN 37830-7762
1140	TECHNOLOGY TRENDS GROUP, LLC	KRIS KURRUS	2121 N 15TH ST STE 300 ARLINGTON, VA 22201-2686

1141	MIKOCORP LLC	MATTHEW LINDSEY	1832 B RANGER HWY WEATHERFORD, TX 76088-9138
1142	ELECTROSOFT SERVICES INC	SARBARI GUPTA	1893 METRO CENTER DR STE 228 RESTON, VA 20190-5298
1143	TERA CONSULTING INC	KHURRAM BAJWA	29 ELVES LN LEVITTOWN, NY 11756-5522
1144	MASTER DESIGN BUILD LLC MDB	JAVIER DELATORRE	5509 N CUMBERLAND AVE STE 501 CHICAGO, IL 60656-4702
1145	JADIN TECH, LLC	MICHAEL BRADSHAW	1400 W BENSON BLVD STE 502 ANCHORAGE, AK 99503-3798
1146	BOBLITS SERVICES LLC	CHRISTINA BOBLITS	6925 OLIVE DAMSEL CT HUGHESVILLE, MD 20637-2416
1147	PMA ASSOCIATES INC	MICHAEL ARRINGTON	306 BATHURST ST UPPER MARLBORO, MD 20774-8664
1148	ARROWHEAD CONTRACTING, INC.	RYAN FRAZIER	106 W LORETTA ST PENSACOLA, FL 32505-4322
1149	KERBEROS INTERNATIONAL, INC.	DAWN COLE	2109 BIRDCREEK TER TEMPLE, TX 76502-1083
1150	LLC GGES MANAGEMENT GROUP	GAVIN IRELAND	1870 MURPHY AVE SW ATLANTA, GA 30310-4837
1151	AKTARIUS LLC DAWSON AKT	MIKE GELSLEICHTER	243 SOUTHWOOD DR PANAMA CITY, FL 32405-4905
1152	EVANS CONSULTING SERVICES LLC E C S	ANTHONY EVANS	49287 HAWKSBURRY RD CANTON, MI 48188
1153	COPELAND CONTRACTING COMPANY, INC.	ELSA NIEVES BROWN	1425 UNIVERSAL CITY BLVD # 3 UNIVERSAL CITY, TX 78148-3317
1154	R.T CONTRACTOR CORP.	TAMMY PHAN	11531 SALINAZ AVE GARDEN GROVE, CA 92843-3702
1155	IRMA T BUMPAS T&B PAINTING CO	IRMA BUMPAS	1023 3RD AVE CHULA VISTA, CA 91911-2008
1156	ILLINOIS GALE CONSTRUCTION COMPANY	LAURA PAGER	51 W JACKSON ST STE 230 JOLIET, IL 60432-1729
1157	MIDNIGHT SUN GLOBAL SERVICES, LLC	NEIL MILLER	3201 C ST STE 801 ANCHORAGE, AK 99503-3934
1158	GAP ENGINEERING INC.	MIKE HOMMA	21703 KINGSLAND BLVD STE 103 KATY, TX 77450-2521
1159	OUTSIDE BOX LLC	CANDICE SOMERVILLE	1428 FLOYD AVE RICHMOND, VA 23220-4618
	MIDNIGHT SUN-CENTENNIAL		3201 C ST STE 801

1160	KIRRATCHIAQ JV, LLC	NEIL MILLER	ANCHORAGE, AK 99503-3934
1161	ECHELON XCELERATE JV, LLC	GREG KERN	9720 CAPITAL CT STE 201 MANASSAS, VA 20110-2050
1162	JDE CONSULTING LLC	JUDITH ELLIS	3012 E GRAND BLVD STE 2 DETROIT, MI 48202-3134
1163	RESOURCEX, INC.	SUREKHA TANGELLA	202 CANTON RD STE 107 CUMMING, GA 30040-2392
1164	ONE WAY DEVELOPMENT, INC.	ABRAHAM GONZALEZ	67 KEMBLE STREET SUITE 1.1 BOSTON, MA 02119-2824
1165	LBYD FEDERAL, LLC	KEVIN BROWN	725 COOL SPRINGS BLVD STE 230 FRANKLIN, TN 37067-2704
1166	ATVIROTECH INC	ALPHANZO TOWNSEND	1918 MACKENZE WAY MISSOURI CITY, TX 77489-3174
1167	ROGUE INDUSTRIES, LLC	DAVID FONDACARO	217 MIRACLE STRIP PKWY SE # 112 FORT WALTON BEACH, FL 32548-5819
1168	Allcon LLC	Rosa Kogelmann	756 N MAIN ST TOOELE, UT 84074-1612
1169	CHICKASAW DEFENSE LOGISTICS, LLC	SHERRI ELLIS	2600 JOHN SAXON BLVD STE 302 NORMAN, OK 73071-1166
1170	GENCO GENERAL CONTRACTORS OF PR CORP	LEIAH LEON	1420 CELEBRATION BLVD CELEBRATION, FL 34747-5159
1171	E&S CONSTRUCTION LLC MS BRANCH	ELIZABETH PIPPETT	410 HAWKINS CROSSING DR MERIDIAN, MS 39301-9520
1172	HIKINA 2 KOMOHANA CONSULTING INC	LISA SOHN	17 CHURCH ST FLEMINGTON, NJ 08822-1503
1173	RAE CONSTRUCTION, LLC	AMY PETCOVIC	11606 W LEVI DR AVONDALE, AZ 85323-5417
1174	BOWHEAD BASE OPERATIONS, LLC	JESSY VASQUEZ	6564 LOISDALE CT STE 900 SPRINGFIELD, VA 22150-1822
1175	GOVMOBILE, LLC	LAMBERT MATIAS	1997 ANNAPOLIS EXCHANGE PKWY STE 300 ANNAPOLIS, MD 21401-3273
1176	RIVET OPERATIONS COMPANY LLC	ADAM SCHROEDER	3111 CAMINO DEL RIO N STE 400 OFC 466 SAN DIEGO, CA 92108-5724
1177	AVENUE PLANNERS CORP	CASSANDRA CONTRERAS	813 N MAIN ST STE 205 MCALLEN, TX 78501-0103
1178	GLOBAL QUALITY SOLUTIONS, INC. GQS CONSTRUCTION SERVICES	ADRIANA BLANKENSHIP	7235 BENTLEY ROAD STE 930 JACKSONVILLE, FL 32256

1179	TALLYCODE LLC	THEODORE TALIAFERRO	80 M ST SE STE 100 WASHINGTON, DC 20003-3550
1180	CNE-SIGNATURE JV LLC	JAE KANG	27345 AQUIA PATH DR COURTLAND, VA 23837-2195
1181	SOUTHERN AIRE CONTRACTING, INC. SAC SERVICES	CODY FINDLEY	4803 RAYFORD ST JACKSONVILLE, FL 32254-3741
1182	PORT GRAHAM TECHNOLOGIES, LLC	ROBERT BARGERON	3850 FETTLER PARK DR STE 203 DUMFRIES, VA 22025-2039
1183	CHAHTA CONSTRUCTION INCORPORATED	JEFF GRAHAM	114 MAINTENANCE RD CHOCTAW, MS 39350-4105
1184	VIRTUS ENTERPRISE LLC	THANHTRUC VAN	60 DOBE POINT RD STAFFORD, VA 22554-5826
1185	PUNDIR GROUP, INC.	KAPIL PUNDIR	615 10TH ST SACRAMENTO, CA 95814-0756
1186	JCJ CHAVEZ CONSTRUCTION INC	MARILUPE CHAVEZ	115 S GOLD CANYON ST RIDGECREST, CA 93555-4121
1187	BIZTECH FUSION, LLC	XADEAN AHMASI	1200 G ST NW STE 800 WASHINGTON, DC 20005-6705
1188	TEAM HLCG CONSTRUCTION L.L.C	BRUCE HARGRAVE	1050 CONNECTICUT AVE NW STE 500 WASHINGTON, DC 20036-5304
1189	TRINITY GLOBAL CONSULTING, LLC	JESUS RIVERA	7686 RICHMOND HWY STE 117 ALEXANDRIA, VA 22306-2800
1190	ZANE & ASSOCIATES LLC	SHELDON ZANE	649 ONAHA ST HONOLULU, HI 96816-4918
1191	COPPER RIVER INFRASTRUCTURE SERVICES, LLC	JEFF BABOS	1577 C ST STE 300 ANCHORAGE, AK 99501-5133
1192	BGESH, INCORPORATED	CHARISSA HALLIBURTON	800 CORPORATE DR STE 301 STAFFORD, VA 22554-4889
1193	DAVIES, LINDA M COMPREHENSIVE PROFESSIONAL & PROPOSAL SERVICES	LINDA DAVIES	7042 PHILPOTT ROAD STE 103 SOUTH BOSTON, VA 24592
1194	NV SERVICES LLC	NEYSSA VARELA	CALLE ISABEL LA CATOLICA A 25 MANSIONES REALES GUAYNABO, PR 00969
1195	AHTNA INFRASTRUCTURE & TECHNOLOGIES, LLC	TIM FINNIGAN	6755 BUSINESS PKWY STE 110 ELKRIDGE, MD 21075-6856
1196	AMERICAN MAINTENANCE & SUPPLIES, INC	ARTURO GARCIA III	120 43RD ST UNION CITY, NJ 07087-6192
1197	ARCHWAY SOLUTIONS LLC	ARCH STEPHENS	9743 ARLEEN AVE ZACHARY, LA 70791-8325
			411 LAKE ST

1198	SNA CONTRACTING LLC	CHAUNCY HORTON	STE A SHREVEPORT, LA 71101-3766
1199	MIDNIGHT SUN TECHNOLOGIES, LLC	JENNIFER HEISEY	3201 C ST STE 801 ANCHORAGE, AK 99503-3934
1200	PHASE LLC	ALAN BOYKIN	8245 BOONE BLVD STE 300 VIENNA, VA 22182-3851
1201	PIVOTAL POINT, LLC	DOKMAI WEBSTER	135 N FAIRFAX ST FALLS CHURCH, VA 22046-3528
1202	GENERAL MECHANICAL CORP	CYNTHIA SHAW	418 N SEGRAVE ST STE B DAYTONA BEACH, FL 32114-3145
1203	JEMISON & PARTNERS INC	LYDIA JEMISON	3521 LAKE DES ALLEMANDS DR HARVEY, LA 70058-5162
1204	RGON CORP	ROGER GONZALES	6225 NORCHESTER DR CORPUS CHRISTI, TX 78415-3926
1205	SOUTHEASTERN INDUSTRIAL CONSTRUCTION, LLC	CAMILO GIRALDO	3409 HALLS FERRY RD STE 4B VICKSBURG, MS 39180-5525
1206	CAYUSE TECHNOLOGIES, LLC	WALTER STANKEWICK	72632 COYOTE RD PENDLETON, OR 97801-1002
1207	APPLE 1 ENTERPRISES INC APPLE 1 ENTERPRISES	REBECCA NEISS	9621 CLOVER HILL RD MANASSAS, VA 20110-2753
1208	Guardian Construction Inc.		210 W DUNN AVE KILLEEN, TX 76541-3364
1209	ENCON DESBUILD JV, LLC	DEVANG AJMERA	4744 BALTIMORE AVE STE 101 HYATTSVILLE, MD 20781-2225
1210	DEL SUR SERVICES INC.	ERIC GARCIA	5600 BRONCO RD PUNTA GORDA, FL 33982-5505
1211	TRULINK LLC	TIANA KRONEBUSCH	10176 PARK MEADOWS DR UNIT 2305 LITTLETON, CO 80124-8413
1212	PREMIER MECHANICAL PRODUCTS LLC	ASHLEY TUMBERGER	3016 S 24TH ST KANSAS CITY, KS 66106-4707
1213	PM JENKINS GROUP- PROFESSIONAL MANAGEMENT SERVICES LLC W4 Construction Group	Amie Williams	9382 E Hwy 20 Ste A Claremore, OK 74019-6405
1214	YANILEX SYSTEMS LLC	GARFIELD SALMON	1203 GILHAM ST PHILADELPHIA, PA 19111-5521
1215	PMR SERVICES III, LLC	DARIN PERIUS	1416 10TH ST SW WATFORD CITY, ND 58854-6845
1216	1CLICKSECURITY LLC	RODNEY FULLER	1650 KING STREET, STE 325 ALEXANDRIA, VA 22314-2747

1217	SYLVER RAIN CONSULTING LLC	LATOYA WHITE	1120 CONNECTICUT AVE NW STE 421 WASHINGTON, DC 20036-3953
1218	ENVICON SERVICES, LLC	YANSI CARRANZA	7826 EASTERN AVE NW STE LL1 WASHINGTON, DC 20012-1329
1219	Cody M. Stevens Construction, Inc. CMS CONSTRUCTION	Cody Stevens	2368 Eastman Ave Ste 18 Ventura, CA 93003-5772
1220	MIAMI WIIPICA, LLC	HARRY BROWN	1950 ROLAND CLARKE PL STE 210E RESTON, VA 20191-1414
1221	ARK CONSTRUCTION MANAGEMENT LLC	CATALINA ARAIZA	309 FELLOWSHIP RD STE 200 MOUNT LAUREL, NJ 08054-1234
1222	R3 UNIQ INC QUADYSTER	HARI BANDA	2535 TECH DR STE 300 BETTENDORF, IA 52722-3278
1223	ANGAYUT LLC	STEPHEN SPELLMAN	4000 OLD SEWARD HWY STE 201 ANCHORAGE, AK 99503-6068
1224	Unique Technical Solutions, Inc.	Ravi Mahendra	323 Dalton Dr Rochester Hills, MI 48307-2834
1225	B3 CONSTRUCTION, INC.	ANDREW BEAN	2454 EDDING DR LEMON GROVE, CA 91945-3114
1226	YUKON WEST DEFENSE TECHNOLOGIES LLC	JONATHAN CLATE	7120 OLD SEWARD HWY STE 206 ANCHORAGE, AK 99518-2289
1227	INTERNATIONAL DATA SYSTEMS, LLC	TIM GOULD	801 B ST STE 401B ANCHORAGE, AK 99501-3657
1228	ZIMMETRY ENVIRONMENTAL MANAGEMENT, CORP	HARRY PENA	CALLE 1, M-15 URB. SAN FERNANDO BAYAMON, PR 00957-2246
1229	LBYD FEDERAL, LLC	KEVIN BROWN	1262 SUNCREST TOWN CENTRE DR MORGANTOWN, WV 26505-1828
1230	ATLANTIC PACIFIC STANDARD LLC	RICHARD OTERO	3001 S 12TH AVE UNIT 1 TUCSON, AZ 85713-6247
1231	AHTNA SOLUTIONS, LLC	TIM FINNIGAN	110 W 38TH AVE STE 200L ANCHORAGE, AK 99503-5677
1232	CONTROLLED F.O.R.C.E INC.	DIANA GRANO	335 N RIVER ST STE 200 BATAVIA, IL 60510-2391
1233	LLC SMARTHOST DESIGN	FEMI DADA	7375 EXECUTIVE PL STE 207 LANHAM, MD 20706-2278
1234	FEDVET CONSTRUCTION FEDVET SERVICES	EDGAR DELEON	3513 MAIN ST STE 104 CHULA VISTA, CA 91911-5892
			1147 LOGAN ST

1235	DUNN ELECTRIC, LLC	STEVEN DUNN	LOUISVILLE, KY 40202-2463
1236	JERMAINE ALEXANDER CLARK, LLC GOVERNMENT CONTENT	JERMAINE CLARK	280 WEST 117TH STREET APARTMENT 4A NEW YORK, NY 10026-2199
1237	J. WEST ELECTRICAL CONTRACTING, LLC	SABRINA WESTFALL	913 BLOSSOM LN SAINT LOUIS, MO 63119-1213
1238	ITNOVA, LLC	SANDRA SELDES	808 LANDMARK DR STE 229 GLEN BURNIE, MD 21061-4985
1239	OCS-NCS JV, LLC	MIGUEL MONTANO	2110 REYNOLDS LANE REAR LOUISVILLE, KY 40218-2645
1240	LLC AACON GENERAL CONTRACTORS	MICHAEL LATHON	322 N SHORE DR STE 200 PITTSBURGH, PA 15212-5875
1241	DECO DATA GROUP LLC	ALEXIS SOTO	CARR # 2 ESQ CALLE PARQUE OFICINA 207 GALLARDO APARTMENTS BAYAMON, PR 00957
1242	THE PLUMBING SHOP, INC GROUP	PERIDOT DAVIS	1121 FLAMINGO DR AUSTELL, GA 30168-6109
1243	M.L.ALEXANDER ELECTRIC CO, INC ALEXANDER ELECTRIC COMPANY	MARVIS ALEXANDER	5629 CAMBRIA DRIVE EASTVALE, CA 91752-7609
1244	COX-MORGAN & ASSOCIATES LLC	DONETH MORGAN	1109 WILD AZALEA DR JACKSONVILLE, FL 32221-3101
1245	JHL INTEGRATIONS INC	HERBERT LATO	5666 KALANIANAOLE HWY HONOLULU, HI 96821-2329
1246	NTVI COMMUNICATIONS, INC.	HATIB PROM	529 6TH AVE STE 203A FAIRBANKS, AK 99701-4967
1247	INNOVET INC	CHARLES MCCARTY	8301 CREST INDUSTRIAL DR SAINT LOUIS, MO 63123-2509
1248	OLIVO HYDRO-EX LLC	DANIEL OLIVO	802 N NAVIGATION STE 102 CORPUS CHRISTI, TX 78408-2620
1249	JONES CONTRACTING SERVICES LLC	KEITH JONES	807 JERRYVILLE ST CHESAPEAKE, VA 23322-8916
1250	THE WILLIS LAW GROUP PLLC LAWTON GROUP, THE	KIRK WILLIS	1985 FOREST LN GARLAND, TX 75042-7917
1251	SAVVY TECHNOLOGY SOLUTIONS LLC	YOHANNES TAFESSE	1231B GOOD HOPE RD SE WASHINGTON, DC 20020-6907
1252	ARCHWAY SOLUTIONS LIMITED LIABILITY COMPANY	ARCH STEPHENS	45 CR 1110 TROY, AL 36079-4607
1253	FULL CIRCLE GROUP, INC.	ALICIA WILLIAMS	740 SPRINGDALE DR STE 125 EXTON, PA 19341-2831
1254	EDIN SOLUTIONS, LLC	PATRICIA MIR	47 E ALL SAINTS ST FREDERICK, MD 21701-5633
			1191 PECOS WAY

1255	TRINITY BUILDERS, LLC	TROY SMITH	PLUMAS LAKE, CA 95961-8903
1256	DACAMA, LLC SAUCEDO COMPANY, THE	DAVID SAUCEDO	711 N COPIA EL PASO, TX 79903-4405
1257	L.L.C. I C S	ALEX LUCAS	7610 LUCAS CT SUITE A GAINESVILLE, VA 20155-1878
1258	GC&E FEDERAL, LLC	DENNIS BRISTOL	5835 PEACHTREE CORS E STE A1 PEACHTREE CORNERS, GA 30092-3458
1259	COPPER RIVER INFRASTRUCTURE SERVICES, LLC	JEFF BABOS	1299 FARNAM ST STE 308 OMAHA, NE 68102-1880
1260	NEMAR TECHNOLOGY GROUP	MIKE MORALES	ARRIGOITIA 450 EXT ROOSEVELT SAN JUAN, PR 00918-2621
1261	Smittick Electric LLC	Joe Smittick	17395 E Caspian Pl Aurora, CO 80013-1502
1262	3T-INNOVATIONS, LLC	FRANCISCO VALENCIA	13908 MONROES BUSINESS PARK TAMPA, FL 33635-6370
1263	TAMARACK TECHNOLOGIES INC.	EDDIE BRINSON	7600 DOWNSTREAM CT FREDERICKSBURG, VA 22408-8806
1264	Belagutti Inc	SATISH BELAGUTTI	2301 Georgia Ave Nw Ste D Washington, DC 20001-3000
1265	NSP-BCH, LLC	CHARLIE HARRIS	1777 W CARLA VISTA DR CHANDLER, AZ 85224-8202
1266	UNAMI LLC	LAURA PONDER	9300 NORMANDY BLVD STE 510 JACKSONVILLE, FL 32221-5563
1267	8-KOI INC	INGA YOUNG	2725 CENTER PLACE MELBOURNE, FL 32940-7106
1268	AMALGAMATED SERVICES, INC.	KAREN RIFFICE	21024 S 80TH AVE FRANKFORT, IL 60423-9186
1269	FOUR TRIBES ENTERPRISES, LLC	DOYLE LOWRY	6080 CENTER DR STE 685 LOS ANGELES, CA 90045-9209
1270	OMEGA FLOORING INC	BRUCE GAUNTT	2410 CERCA MADERA SAN ANTONIO, TX 78259-3529
1271	MARCO FEDERAL SERVICES LLC	JAMES CORDOVA	161 AVE PONCE DE LEON STE 206 SAN JUAN, PR 00917-1253
1272	HANA TECHNOLOGIES AND SYSTEMS INCORPORATED	TROY COOPER	841 BISHOP ST STE 1050 HONOLULU, HI 96813-3916
1273	NEVER ENDING TECHNOLOGY INC	LAQUITA NELSON	4900 UNIVERSITY SQ STE 14 HUNTSVILLE, AL 35816-1829
1274	SOLID ROCK ENGINEERING CONSULTANTS INC	Roberta Gibbs	10365 HOOD RD S STE 206 JACKSONVILLE, FL 32257-3261
1275	SILER EXCAVATING LLC	TAMMY SILER	1217 BUFFALO RD CLAIRFIELD, TN 37715-4331

1276	PARSCO LLC	AMIR FOOLADI	700 N DE VILLIERS ST PENSACOLA, FL 32501-3819
1277	GAM3 CONSTRUCTION LLC	FRANK ROMERO	9232 E COLETTE ST TUCSON, AZ 85710-3133
1278	PERMON CONTRACTORS INC	PHILLIP PEREZ	403 W H ST ONTARIO, CA 91762-2721
1279	SUPERIOR INFORMATION TECHNOLOGIES, LLC ANANTICS	ANURAG KULSHRESTHA	38701 W 7 MILE ROAD SUITE 285 LIVONIA, MI 48152-4123
1280	SOLID GROUND LLC	JOEL HARRIS	920 CHESTER LN KAYSVILLE, UT 84037-4212
1281	MAX CYBERSECURITY LLC	MICHAEL ECHOLS	1333 NEW HAMPSHIRE AVE NW SUITE 2-124 WASHINGTON, DC 20036-1511
1282	GCJ INC	GINGER SEPULVEDA	343 E MAIN ST STE 710 STOCKTON, CA 95202-2977
1283	WICHITA GOVERNMENT SOLUTIONS, LLC	RACHEL CRAWFORD	550 WESTCOTT ST STE 452B HOUSTON, TX 77007-9015
1284	LLC APC SUPPLY	JOHN HENDERSON II	1936 BRENGLE AVE ORLANDO, FL 32808-5602
1285	ALLCON LLC	ANA LOPEZ	12704 W ARDEN PL BUTLER, WI 53007-2006
1286	D7, LLC DAWSON D7	LANCE SISSON	7251 W LAKE MEAD BLVD STE 300 LAS VEGAS, NV 89128-8380
1287	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	5470 S MONROVIA AVE PHOENIX, AZ 85706-2120
1288	ABHZEEN DESIGN INC	BHAVESH NAIK	34 SCHOOL RD E MARLBORO, NJ 07746-2056
1289	SANDY AUDIO VISUAL LLC SAV	COLIN SANDY	8740 CHERRY LN STE 14 LAUREL, MD 20707-6211
1290	MENYA SEGUE JOINT VENTURE LLC	SAMUEL WANDERI	5100 SPRINGFIELD ST STE 520 DAYTON, OH 45431-1264
1291	J G CONTRACTING	JEFFERY GAMBLE	730 GARRETT LN ARROYO GRANDE, CA 93420-9619
1292	DV SOLUTIONS LLC	DERRICK SURRATT	1200 JOHN BARROW RD STE 315 LITTLE ROCK, AR 72205-6529
1293	CHENEGA MISSION OPERATIONS LLC	BRIAN GILDEA	1509 SAINT ANDREWS BLVD PANAMA CITY, FL 32405-2835

1294	SHARON ZAMBO-FAN & ASSOCIATES, INC.	SHARON ZAMBO-FAN	2414 KOMO MAI DR PEARL CITY, HI 96782-1057
1295	MIKIBA, LLC	PEARL PROMWANRAT	101 N GREENVILLE AVE STE C 18 ALLEN, TX 75002-2200
1296	WESTOVER ROOFING LLC	ULISES WESTOVER	10351 S RIVERSIDE ST HEREFORD, AZ 85615-5827
1297	AREA PROBE, LLC	CURVIN LEATHAM	3605 BROTHERS PL SE WASHINGTON, DC 20032-1524
1298	AHTNA INFRASTRUCTURE & TECHNOLOGIES, LLC	KAREN MORRIS	99-1280 WAIUA PLACE, SUITE 1 AIEA, HI 96701
1299	Woods Development Group, LLC	Michael Woods	823 1/2 E. Long St. Columbus, OH 43203-1849
1300	TMPC INC	JOE TEASLEY	1228 E 7TH AVE STE 200 TAMPA, FL 33605-3510
1301	H.E.P. CONSTRUCTION, INC HEP CONSTRUCTION	SAUD JABALI-NASH	1227 GOOD HOPE RD SE WASHINGTON, DC 20020-6907
1302	O & E MATIAS ELECTRICAL SERVICE LLC	MICHAEL MATIAS	99-899 IWAENA STREET, 115 AIEA, HI 96701-5606
1303	ALPHA DEMOLITIONS , INC.	ANTONIO MEDINA	309-405 ESMERALDA AVE STE 102 GUAYNABO, PR 00969
1304	INNOVATIVE MECHANICAL CONTRACTORS LLC	JASON QUINTO	950 BACHMANS VALLEY RD WESTMINSTER, MD 21158-3122
1305	LION SOLUTIONS LLC	TAIJA THOMAS	7361 CALHOUN PL STE 560 DERWOOD, MD 20855-2788
1306	JUSTIN J REEVES LLC	JUSTIN REEVES	159 BRENDA LN INLET BEACH, FL 32461
1307	PITT ELECTRIC INC. PITT CONSTRUCTION	ROY PITT	3438 ROCKEFELLER CT WALDORF, MD 20602-2754
1308	'ASTA' ROOFING & CONSTRUCTION LLC	TIM YOUNG	1121 W THIRD ST WINSLOW, AZ 86047-3111
1309	ICE TECHNICAL SERVICES INC ICE TECHNICAL SERVICES INC	CYNTHIA VANDEN BERG	11001 OMALLEY CENTRE DR STE 204 ANCHORAGE, AK 99515-3096
1310	LEGENDS CONSTRUCTION & DESIGN INC	JOE HOPE	354 OAKWOOD TRL CRAWFORDVILLE, FL 32327-3474
1311	EDGE MECHANICAL	KIM CORCORAN	26398 DEERE CT STE 102 MURRIETA, CA 92562-8014
1312	ELEVATED DESIGN & CONSTRUCTION LLC	MICHAEL BEARD	2441 NW 43RD ST GAINESVILLE, FL 32606-7469
			11812 ARBOR GLEN DR

1313	SOBIS, INC.	SONYA FORD	FREDERICKSBURG, VA 22407-8549
1314	PP91 ENTERPRISES INCORPORATED	PATERNEL MILEON	3100 UNIVERSITY BLVD SOUTH STE 205 JACKSONVILLE, FL 32216-2758
1315	DIAMOND FIRM, INC.	CANDICE TAYOR	19115 W 8 MILE RD DETROIT, MI 48219-1400
1316	GSI NORTH AMERICA INC	MICHAEL WARMINSKY	181 S KUKUI ST HONOLULU, HI 96813-2306
1317	ICE TECHNICAL SERVICES INCORPORATED	CYNTHIA VANDEN BERG	240 N EAST PROMONTORY STE 200 OFC 207 FARMINGTON, UT 84025-2950
1318	ALPHA DEMOLITIONS , INC	ANTONIO MEDINA	CARR 685 KM 1.5 BAJURAS WARD MANATI, PR 00674
1319	HORIZON GLOBAL PARTNERS LLC	NTOH ETTA	1800 ALEXANDER BELL DRIVE P100 RESTON, VA 20191-5465
1320	BAYOU CONCRETE PUMPING, L.L.C.	JULIO ARANA	1097 BERT ST LA PLACE, LA 70068-5301
1321	TIMITRON CORP	TIMOTHY GOODRICH	2011 QUEEN ST PORTSMOUTH, VA 23704-3027
1322	MD MADISON CONSTRUCTION LLC	MARCUS MADISON	12999 MURPHY ROAD SUITE N2 STAFFORD, TX 77477-3959
1323	VALCORP ENTERPRISES LLC	JASON PETRAS	4101 MURRAY AVE HALTOM CITY, TX 76117-1714
1324	INNOVATIVE NETWORKING TECHNOLOGY, INC.	SHARAFAT YOUSUFZAI	5109 LEESBURG PIKE STE 208C FALLS CHURCH, VA 22041-3208
1325	TEAMGOV, INC.	GEORGE MARTIN	8201 CORPORATE DR STE 620 HYATTSVILLE, MD 20785-2245
1326	CP MARINE, LLC	LEIGH ARMISTEAD	76 EGAN DRIVE STE 310 JUNEAU, AK 99801-1753
1327	BOWHEAD AVIONICS MANUFACTURING, LLC	JESSY VASQUEZ	1000 SHILOH RD STE 500 PLANO, TX 75074-7221
1328	MINOT GROUP, INC.	FRANCIS ROBLES	401 CLEMENT PL SILVER SPRING, MD 20902-1507
1329	CINTEOT INC.	JOSEPH KELLY	125 ELECTRONICS BLVD SW UNIT B HUNTSVILLE, AL 35824-2212
1330	WEBMYERS CONSTRUCTION, LLC	CHONDRA MYERS	275 DECATUR ST STE F ATLANTA, GA 30312-1705
1331	UNAMI HWH JOINT VENTURES, LLC	BRANDON HILL	1617 INDUSTRIAL RD ANADARKO, OK 73005-9592
			23846 SUNNYMEAD BLVD STE 5

1332	CEBUANA CONSTRUCTION INC.	YRES LYN BLOW	MORENO VALLEY, CA 92553-7737
1333	GULF REMEDIATION INC	JOSE TORRES	5730 CORL ST HOUSTON, TX 77087-4110
1334	CIERRA GROUP INC.	JENNIFER CIERRA GOMEZ	2815 HARTLAND RD STE 320 FALLS CHURCH, VA 22043-3548
1335	BOREALIS ENTERPRISES LLC	CHRISTINE FRIES	14100 PARKE LONG CT STE H CHANTILLY, VA 20151-1644
1336	SHIVOY INC.	DANISH NAGPAUL	202 CHURCH ST SE STE S206A LEESBURG, VA 20175-3030
1337	ARLLUK TECHNOLOGY SOLUTIONS LLC	JAMES POLAND	3800 CENTERPOINT DR STE 502 ANCHORAGE, AK 99503-5831
1338	GREEN WORLD CONTRACTING CORP.	HENRIETTA O'BRIEN	67 RIVER AVE NATRONA HEIGHTS, PA 15065-2609
1339	PACIFIC FEDERAL CONSTRUCTION LLC	ANTWAN MASON-WEST	805 8TH AVE LONGVIEW, WA 98632
1340	HOLLOWAY CONSTRUCTION, INC.	BRANDON HOLLOWAY	13101 13TH RD W HANFORD, CA 93230-9666
1341	ABC CONSTRUCTORS INC	CARRIE SCHMIDT	11266 PLEASANT VALLEY RD PENN VALLEY, CA 95946-9413
1342	CROMEDY CONSTRUCTION CORP	BILL CROMEDY	105 N BROAD ST DEPTFORD, NJ 08096-1703
1343	HAN AARON	AARON HAN	570 WOODS DR SAN MARCOS, CA 92069
1344	G. ADAMS RESTORATION LLC G. ADAMS CONSTRUCTION GROUP	SELINA KEDZIORA	3018 TOWNSHIP WOODS RD EAST GREENVILLE, PA 18041-2315
1345	G TECH CONTRACTING LLC	AGUSTIN NUNEZ	8008 DORADO TER BRANDYWINE, MD 20613-5809
1346	F-CONCEPTS INC	HEE KIM	8421 FALCONE POINTE WAY VIENNA, VA 22182-5321
1347	INC NDT	JOSEPH RUFFIN	813 TATNALL ST WILMINGTON, DE 19801-1717
1348	PRIME TECH CONSTRUCTION LLC	CHIZOMA ONYEMS	15-2618 KEAAU PAHOA RD STE B PAHOA, HI 96778-7719
1349	PUENTE TECHNOLOGY LLC	DAVE GUERRA	514 PROGRESS DR LINTHICUM HEIGHTS, MD 21090-2214
1350	SENECA STRATEGIC PARTNERS LLC	MATTHEW JESINSKY	90 OHI YO WAY SALAMANCA, NY 14779
1351	HILO ENTERPRISES LLC	DANIEL MARQUARDT	10432 BALLS FORD RD, STE 300 MANASSAS, VA 20109

1352	EARTH WORTH L.L.C.	CHLOE EVANS	1500 EATON RD WASHINGTON, DC 20020-5961
1353	LLC ENGINEERS	HUGO GONZALEZ	261 SARATOGA BLVD CORPUS CHRISTI, TX 78417
1354	INC GEC TRUCKING & CONSTRUCTION	GENE CARTER SR	5885 RICHARD ST JACKSONVILLE, FL 32216-5968
1355	BARNETT CONCRETE WORK LLC	LEMANUEL BARNETT	137 RED ROAN RD HATTIESBURG, MS 39402-7793
1356	TDX POWER SERVICES, LLC	BEVERLY WOODS	2925 ISAACS AVE WALLA WALLA, WA 99362-9306
1357	DIGITAL PLAZA LLC DIGITAL PLAZA DIRECT	JAY AEMISEGGER	741 TENNIS AVE AMBLER, PA 19002-2729
1358	SES ELECTRICAL LLC	TERRI CLEMENS	7067 OLD MADISON PIKE NW STE 170 UNIT 121 HUNTSVILLE, AL 35806-2195
1359	CHEROKEE NATION SYSTEM SOLUTIONS LLC	JENNYLYNN GATES	2 W. 2ND ST SUITE 1500-32 TULSA, OK 74103-3123
1360	PIERCE & SONS CONSTRUCTION, LLC	NATHAN PIERCE	3686 BARLOW RD LUMBER BRIDGE, NC 28357-7972
1361	GOSHAWK, LLC	BRANDON MANN	5045 LIST DR COLORADO SPRINGS, CO 80919-3321
1362	TRILLION ERP NEXT GENERATION LLC	SRINIVAS MALLADI	1950 ROLAND CLARKE PL STE 410 RESTON, VA 20191-1414
1363	INTERNATIONAL CONSULTING GROUP LLC	JOHN CHUMBA	10202 PERKINS ROWE SUITE E-160 BATON ROUGE, LA 70810
1364	GRANT LEADING TECHNOLOGY LLC	PRINCE LEVY	4906 RANDY CT SUITE 100 RIVERDALE, MD 20737-1787
1365	DFW CAD SERVICES LLC	SHAWN MANSELL	747 SEETON RD MANSFIELD, TX 76063-6902
1366	GUARDIAN CONSTRUCTION, INC.	DAVID POMA	360 SOUTH FORT LANE BLDG #1 , STE D LAYTON, UT 84041
1367	ADDON SERVICES, LLC	PRITA ABRAHAM	27789 MOUND RD STE 200 WARREN, MI 48092-2697
1368	L.P.S. AUTOS INC. LPS OFFICE INTERIORS	SUSAN POU	75 BROADHOLLOW RD FARMINGDALE, NY 11735-4802
1369	GC ASSOCIATES USA LLC	GEORGE FUKUMOTO	2720 S ARLINGTON MILL DR UNIT 504 ARLINGTON, VA 22206-3406

1370	SANALIL CONSTRUCTION, INC.	ARMON RAHMANKHAH	3801 E FLORIDA AVE STE 400 UNIT 56 DENVER, CO 80210-2543
1371	MISSION SUPPORT SERVICES, LLC	CYNTHIA SHAW	75 SOUTH F ST STE A PENSACOLA, FL 32502-4523
1372	GRIFFITH CONTRACTING, LLC	LEANN GRIFFITH	29400 E 68TH ST BROKEN ARROW, OK 74014-5404
1373	INC. TAGGART BROWN & ASSOCIATES	TED GATTINO	660 KENILWORTH DR STE 201A TOWSON, MD 21204-2354
1374	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	505 ELLICOTT ST STE 100 BUFFALO, NY 14203-1518
1375	CRUTCHO CREEK FARMS LLC	RAY WILLIAMS	6625 NE 10TH ST OKLAHOMA CITY, OK 73110-3339
1376	APPLIED REMEDIAL TECHNOLOGIES, INC.	APRI GHUMAN	1485 BAY SHORE BLVD STE 109 SAN FRANCISCO, CA 94124
1377	GSI NORTH AMERICA INC	MICHAEL WARMINSKY	10116 36TH AVENUE CT SW STE 15 LAKEWOOD, WA 98499-6003
1378	SUNIK LLC	SANJEEV HIRANI	2553 DULLES VIEW DR STE 700 HERNDON, VA 20171-5226
1379	KARMA HOME DESIGNS, LLC	Tatiana Galean	4005 ANACOSTIA AVE NE WASHINGTON, DC 20019-1925
1380	ONEIDA TECHNICAL SOLUTIONS, LLC	JOSEPH CAVANO	579A MAIN ST STE 4 ONEIDA, NY 13421-2452
1381	CIVILITY MANAGEMENT SOLUTIONS LLC	LAURIE SAYLES	9111 EDMONSTON RD STE 302 GREENBELT, MD 20770-1552
1382	AHTNA CONTRACTORS, LLC	JESSICA VELA	DAVID FEHRENBACH WEST SACRAMENTO, CA 95691-6504
1383	AYKO GROUP LLC	CHRISTOPHER LEE	1024 SAND ISLAND PKWY STE A HONOLULU, HI 96819-4345
1384	ACCU - AIRE MECHANICAL, LLC	MONICA HARRIS	1463 S WW WHITE RD SAN ANTONIO, TX 78220-3429
1385	WANDER STAFFING LLC	GABRIEL WANDER	2806 FLINTROCK TRCE STE A-103 AUSTIN, TX 78738
1386	RICO'S PUMP SERVICE & ELECTRIC MOTOR REPAIR LLC	ENRIQUE MONTIEL-OCHOA	520 MCCHESNEY AVE EXT TROY, NY 12180-8839
1387	LD SUPPLY LLC	LISA D'ALESSIO	925 HALE PL CHULA VISTA, CA 91914-3506
1388	RED RIVER SCIENCE & TECHNOLOGY LLC	JESSE CROSS	6302 SW OAKMONT AVE LAWTON, OK 73505-9024

1389	GOLDBELT SECURITY LLC	WILLIAM JARVIS	816 GREENBRIER CIR STE 102 CHESAPEAKE, VA 23320-2642
1390	CURRY & ASSOCIATES INC	MARQUEO CURRY	635 GALLATIN ST NW WASHINGTON, DC 20011-4025
1391	PORT GRAHAM GOVERNMENT SOLUTIONS LLC	ROBERT BARGERON	800 E DIMOND BLVD STE 3550 ANCHORAGE, AK 99515-2060
1392	CHEROENHAKA NOTTOWAY ENTERPRISES LLC	JAE KANG	1711 S LAREDO ST STE 100 SAN ANTONIO, TX 78207-7076
1393	DRAKE DEVELOPERS LLC	DAVID ROYSTER	1340 RIETVELD ROW NW ATLANTA, GA 30318-4109
1394	DMT ELECTRIC LLC	TRAVIS DURAN	2093 W 25TH ST YUMA, AZ 85364-6911
1395	INC K&G CONTRACTORS	GORDON SPRIGGS	13207 VANDINE ST UPPER MARLBORO, MD 20774-1827
1396	SWIFT RIVER ENVIRONMENTAL SERVICES, LLC	ANITA LARSON	4300 B ST STE 405 ANCHORAGE, AK 99503-5951
1397	JOSE ERNESTO SALAZAR LLC JES CO	JOSE ERNESTO SALAZAR	7600 W US HIGHWAY 90 DEL RIO, TX 78840-0648
1398	ARK CONSTRUCTION MANAGEMENT LLC	CATALINA ARAIZA	550 SALMON RD MECHANICSBURG, PA 17050-2548
1399	JIM JAM, INC. ENVIROTECH HEATING & COOLING	JAMES GALLET	11003 W 59TH TER SHAWNEE, KS 66203-2956
1400	RED LASER TECHNOLOGY, INC	ADRIAN JONES	1230 RAYMOND RD STE 1222 JACKSON, MS 39204-4583
1401	QLED LIGHTING LLC QUALED LIGHTING	GEORGIA CIFELLI	4602 E ELWOOD ST STE 13 PHOENIX, AZ 85040-1960
1402	REALCO DEVELOPMENT LLC FORT CANYON REALTY	JONATHAN BRADSHAW	1310 N FORT CANYON RD ALPINE, UT 84004-1136
1403	VERITECH LLC	TRACY BATMAN	1018 BOOMERANG WAY ABERDEEN, MD 21001-3957
1404	QCM INC	SURESH PENDEM	25890 RAWLEY SPRINGS DR CHANTILLY, VA 20152-5767
1405	MISSION SUPPORT SERVICES LLC	CYNTHIA SHAW	9601 MCALLISTER FWY SAN ANTONIO, TX 78216-4681
1406	CAPITAL SERVICES LLC	VERONICA NIEVES	8TH STREET SECTOR BECHARA LOTE D SAN JUAN, PR 00920
1407	D7 LLC DAWSON D7, LLC	DEREK JENNINGS	5529 186TH PL SW LYNNWOOD, WA 98037-4325
1408	PUYENPA CONSTRUCTION LLC	JERROD MALLINGER	813 MAIN ST PORTAGE, PA 15946-1757

1409	PREMIER MECHANICAL GROUP INC	MICHAEL JOHNSON	1731 CRESCENT KNOLLS GLEN ESCONDIDO, CA 92029-1407
1410	HEIDELBERG RESOURCES LLC	RONALD BERGER	32417 S SAN ROMAN RD BAYVIEW, TX 78566
1411	TSC SHIRLEY JV 1, LLC	BABUR MIAN	900 SHENANDOAH SHORES RD STE 100 FRONT ROYAL, VA 22630-6417
1412	ALIST LLC ALIST IT STAFFING SERVICES	LEVI HUNTER	15221 W 153RD TER OLATHE, KS 66062-3743
1413	G & RK CONSULTING ASSOCIATES LLC	GANESH KURSE	5575 S SYCAMORE ST STE 312 LITTLETON, CO 80120-1146
1414	VECTOR UTILITIES LLC	GRISELDA GAYTAN	8501 SAN GABRIEL DR LAREDO, TX 78045-8712
1415	MTNT INTELLIGENCE SOLUTIONS, LLC	KELLY MCANDREW	1902 N SANDHILLS BLVD STE D ABERDEEN, NC 28315-2347
1416	G1 CONSTRUCTION INC	TORRI GALAVIZ	976 BRADY AVE NW STE 100 ATLANTA, GA 30318
1417	SOLUTIONS, LLC HGS	CYNTHIA STROM	3635 CONCORDE PKWY STE 300 CHANTILLY, VA 20151-1125
1418	GLOBAL QUALITY SOLUTIONS, INC.	Adriana Blankenship	4525 S SANDHILL RD STE 103 LAS VEGAS, NV 89121-5955
1419	AL WALKER ELECTRIC LLC	ANTHONY WALKER	11676 CEMETERY RD BEALETON, VA 22712-7709
1420	HANKINS GROUP INC	BRANNAN HANKINS	34 BELLARMINE CT CHICO, CA 95928-7149
1421	RAPTOR INDUSTRIES INC	GINA KALAMA	1602 N PARK DR MOUNT PROSPECT, IL 60056-1731
1422	OSO INC	JOHN KANE	3001 BROCKPORT RD SPENCERPORT, NY 14559-2105
1423	VET CON LLC	KAREN MACKENZIE	609 N ENCINA ST VISALIA, CA 93291-3603
1424	LLC ORUS GROUP	GAVIN STOKES	1522 POINTER RIDGE PL STE H BOWIE, MD 20716-1887
1425	MINDBOARD, INC.	VINAY PANDE	43676 TRADE CENTER PL STE 235 STERLING, VA 20166-2124
1426	MOHAWK NETWORKS, LLC	ALLYSON MITCHELL	2819 STATE ROUTE 95 BOMBAY, NY 12914-1824
1427	ACHUTI LLC	DANIEL PATRICK	1122 OBERLIN RD STE 220 RALEIGH, NC 27606
			433 EXETER DR

1428	OUTSIDE THE BOX, LLC	CANDICE SOMERVILLE	BIRMINGHAM, AL 35206-2845
1429	KOMAN INTEGRATED SOLUTIONS, LLC	TRACY KERNS	8079 E MAIN ST STE 101 PORT ORCHARD, WA 98366-7515
1430	JVR SOUTHBAY JV	JAVIER VILLARREAL	128 SEALE RD SAN ANTONIO, TX 78219-2711
1431	TIGUA TECHNOLOGY SERVICES, INC.	CHRISTOPHER MUNOZ	12 LEIGH FISHER BLVD STE 208 EL PASO, TX 79906-5239
1432	LOOPCORE LLC	ANISH UNNI	7430 RIDING MEADOW WAY MANASSAS, VA 20111-1980
1433	LLC ISG	ROBERT BENNETT	9050 PINES BLVD STE 150 PEMBROKE PINES, FL 33024-6400
1434	TECHSENTIALS INC	LISA HARLEY	12510 TOBIAS CT CLINTON, MD 20735-4598
1435	AHTNA INFRASTRUCTURE & TECHNOLOGIES, LLC	TIM FINNIGAN	4000 FABER PLACE DR STE 300 CHARLESTON, SC 29405-8587
1436	CBL ENTERPRISE INC	Rebecca J Loredo	401 N Lombard St Ste E OXNARD, CA 93030-8036
1437	SANDOW CONSTRUCTION INC	KASMERA SANTIAGO-DOWNEY	4300 48TH ST BLADENSBURG, MD 20710
1438	DEH ELECTRIC, LLC	David Henry	4423 PROFESSIONAL PKWY GROVEPORT, OH 43125-9228
1439	S & K SECURITY GROUP, LLC	JAMES HYNES	63066 OLD HWY 93 STE S SAINT IGNATIUS, MT 59865-9008
1440	TSC MANAGEMENT, LLC PRODUCTIVEAV	JUAN BIALET	1600 BELLEVILLE ST RICHMOND, VA 23230-4440
1441	Four Tribes Enterprises, LLC	Doyle Lowry	110 E Broward Blvd Ste 1750 Fort Lauderdale, FL 33301-3503
1442	PCI SUPPORT SERVICES LLC	WILLIAM HUNT	3480 HIGHWAY 21 N ATMORE, AL 36502-4562
1443	JD BRAVO CO INC	JAMES DAVIE	136 PENNSYLVANIA AVE MALVERN, PA 19355-2418
1444	KOMAN INTEGRATED SOLUTIONS, LLC	TRACY KERNS	5632 N 54TH AVE OFC 1 GLENDALE, AZ 85301-6014
1445	INFOTECH SYSTEMS INC	VASU VASUDEVAN	4780 DAIRY RD STE 101 MELBOURNE, FL 32904-8482
1446	WARFEATHER, LLC	JOHN OGLESBEE	10250 S 287TH EAST AVE COWETA, OK 74429-6414
1447	PM Jenkins Group-Professional Management Services LLC W4 Construction Group	Percy M Jenkins	418 Tiny Town Rd Clarksville, TN 37042-5642

1448	ATW CONSTRUCTION, INC. HIGH DESERT SIGNS	MICHAEL WILHOIT	1305 W MAIN ST BARSTOW, CA 92311-2548
1449	SILVER-SMITH DEVELOPMENT, LLC DEVELOPMENT	PAMELA JONES-SMITH	1196 CAPITAL CIR NE STE A TALLAHASSEE, FL 32301-3531
1450	MIA GENERAL CONTRACTING LLC	BRANDY DODD	4221 HIGHWAY 90 PACE, FL 32571-2011
1451	D7, LLC DAWSON D7	THOMAS COFFEY	112 E PECAN ST STE 300 SAN ANTONIO, TX 78205-1539
1452	Confluence Corporation	Mark Langner	750A Viaduct Rd Chickasaw, AL 36611-2533
1453	CLJ CONSULTING AND CONTRACTING, LLC	CHARLOTTE ROSE	3370 LEONARDTOWN RD STE 210 WALDORF, MD 20601-3624
1454	GOLDBELT OPERATIONS SUPPORT SERVICES, LLC	TAMMY DEMARCO	4025 ALPHA DR ALLISON PARK, PA 15101-2961
1455	MGB Group, Inc.	Gerardo A Licon	300 Convent St Ste 1330 San Antonio, TX 78205-1357
1456	QUEVERA, LLC QUEVERA	LEANDER SIMMS	7061 COLUMBIA GATEWAY DR # 170 COLUMBIA, MD 21046-3447
1457	STARBLAST INC	BRIAN HALL	101 N ACACIA AVE STE 101 SOLANA BEACH, CA 92075-1198
1458	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	4203 WOODCOCK DR STE 265 SAN ANTONIO, TX 78228-1312
1459	WHITE STAR COMMERCIAL INC.	JOSEPH LEWIS	1319 S SARATOGA ST NEW ORLEANS, LA 70113-2304
1460	TENOSAR CORPORATION TENOSAR	RAYMOND NEGRON	3259 PROGRESS DR STE 142 ORLANDO, FL 32826-3230
1461	CHEROKEE NATION 3S, L.L.C.	JENNYLYNN GATES	10838 E MARSHALL ST N STE 220C TULSA, OK 74116-5682
1462	INC. N T G	WENDY HAFNER	14413 N NEBRASKA AVE TAMPA, FL 33613-2226
1463	PRESTIGE DEVELOPMENT SERVICES INC.	CLAUDIA FITZPATRICK	169 LINCOLN AVE STE 204 BRONX, NY 10454-3706
1464	KNK ENGINEERING CONSULTING CORP	KATHY GIANG	6911 PISTOL RANGE RD STE 209 TAMPA, FL 33635-6371
1465	CLEAN WATER MECHANICAL AND CONSTRUCTION, LLC	SHAUN ROBERSON	501 JOHN JAMES AUDUBON PKWY STE 380 AMHERST, NY 14228-1143
			3318 HOWARD ST STE 110

1466	DAWSON ENTERPRISES, LLC	MICHAEL FONSECA	MCCLELLAN, CA 95652-2627
1467	VISIONS STRATEGIC MARKETING LLC VSM	ERLENE MILLER	8257 SAINT FRANCIS DR SEVERN, MD 21144-6824
1468	FREEWAY CONSTRUCTION LLC	JAMES TILLMAN	1818 NEW YORK AVE NE STE 225 WASHINGTON, DC 20002-1851
1469	FOREST TRAIL COMPANY LLC	JOSE AREVALOS	310 DALLAS ST EL PASO, TX 79901-1822
1470	SES TECHNOLOGIES LLC	DEBORAH TRIPP	111 W 16TH AVE STE 414 ANCHORAGE, AK 99501-5169
1471	REYCOR INC	MICHAEL REYNOSO	16104 PASEO DEL SUR SAN DIEGO, CA 92127-6155
1472	LLC, THE SANCHEZ GROUP, THE	ROGER SANCHEZ	7273 NW 12TH ST MIAMI, FL 33126-1955
1473	RED PEAK TECHNICAL SERVICES, LLC	MELISSA SLINKARD	1009 BANKTON CIRCLE HANAHAN, SC 29410-2926
1474	MACHIS MID-ATLANTIC INC	ROBERT RICHARDSON	7383 OLD ALEXANDRIA FERRY RD CLINTON, MD 20735-1832
1475	ABSCUS INC.	LEENA JAYAMOHAN	2727 N 2ND ST HARRISBURG, PA 17110-1205
1476	MISSION CONTRACTING, INC.	DESIREE GRILLO	7012 KINGFISHER LN LANHAM, MD 20706-3958
1477	DARCC, INC. DYNAGUARD	RUSS MASCARENAS	323 W COLLINS AVE ORANGE, CA 92867-5505
1478	MBG INTEGRATED SOLUTIONS L. L. C.	MARK BRAILSFORD	305 PEACEFUL WAY FAYETTEVILLE, GA 30214-8403
1479	MERIDIEN GROUP LLC	MARIA HICKS	208 S KING ST STE 303 LEESBURG, VA 20175-3018
1480	WASHINGTON OFFICE INTERIORS LLC	BARBARA BARRY	1010 WAYNE AVE STE 320 SILVER SPRING, MD 20910-5657
1481	BOUNDLESS MANAGEMENT OUTSOURCING GROUP LLC	RAUL VAZQUEZ	CORONA COMMERCIAL PARK 54 CALLE PROGRESO SAN JUAN, PR 00909
1482	MOUNTAIN POINT, LLC CAPE FOX MOUNTAIN POINT	SHANE MUNCY	1711 S LAREDO ST RM 102 SAN ANTONIO, TX 78207-7076
1483	SUSTAINABLE DESIGN CONSORTIUM, INC.	NADIKA ALUWIHARE	3401 CARLINS PARK DRIVE, STE B BALTIMORE, MD 21215-7854
1484	VHARD INC	RUBEN FUNES	URB VALENCIA 303 CALLE JAEN SAN JUAN, PR 00923
			10611 4TH ST NW STE A

1485	SUNDANCE CONSTRUCTION, LLC	SCOTT TURCOTTE	ALBUQUERQUE, NM 87114-2405
1486	DE LA HOZ BUILDERS INC	HILDA DE LA HOZ	1 N ORANGE ST FELLSMERE, FL 32948-6638
1487	HILO 8A JV LLC	DANIEL MARQUARDT	10432 BALLS FORD RD STE 300 MANASSAS, VA 20109-2517
1488	Goldstar Electrical Inc	Jean P Williams	5924 57TH ST MASPETH, NY 11378-3112
1489	CREMER GLOBAL SERVICES, INCORPORATED	AYLEEN CREMER	2210 BRYAN ST MELBOURNE, FL 32901-5958
1490	DK CLEANING CONTRACTORS LLC DK CONSTRUCTION SERVICES LLC	CHIDOZIE DIKE	1517 EDGMONT AVE STE 1F CHESTER, PA 19013-5322
1491	INTEGRATED SECURITY TECHNOLOGIES INC.	CHRISTINE LANNING	94-1388 MOANIANI ST STE 204 WAIPAHU, HI 96797-6604
1492	AC LOPEZ CONSTRUCTION, INC.	AMBER LOPEZ	4655 CASS ST STE 300 SAN DIEGO, CA 92109-2811
1493	ECHELON SERVICES LLC	THOMAS ONGIES	9720 CAPITAL CT STE 201 MANASSAS, VA 20110-2050
1494	TL VETERANS CONSTRUCTION, INC.	THEODORE LEE	520 S LA FAYETTE PARK PL STE 101 LOS ANGELES, CA 90057-5402
1495	AGILE GOVERNMENT SERVICES, INC.	ANDREW EANES	9393 W 110TH ST STE 500 OVERLAND PARK, KS 66210-1464
1496	CHITINA DIVERSIFIED SERVICES, LLC	ED HERNDON	7401 S BITTERROOT PL, STE 203 SIOUX FALLS, SD 57108
1497	WITHIN INTERIOR DESIGN, INC. TAZEWELL CONTRACTING	HEATHER ROBINSON	1008 GRANBY ST NORFOLK, VA 23510-2505
1498	SEDULOUS CONSULTING SERVICES, LLC	OMAR DENNIS	18300 QUANTICO GATEWAY DR STE 201 TRIANGLE, VA 22172-1799
1499	A3 PRO WEST, INC. A3 PRO WEST	RENZA BADILLA	6000 MIDWAY STREET #480E SACRAMENTO, CA 95828-0955
1500	BLUE EARTH SERVICES & TECHNOLOGY LLC	JUSTIN KROSSMAN	271 N BAXTER ST COQUILLE, OR 97423-1826
1501	OCS CONSTRUCTION SERVICES INC	MARK VACA	3664 ELIZABETH ST RIVERSIDE, CA 92506-2506
1502	MUNWAY TECHNOLOGY INC	MIGUEL MUNDARAIN	2300 NW 94TH AVE STE 202 DORAL, FL 33172-2343
			14100 PARKE LONG CT STE H

1503	NTVI COMMUNICATIONS INC	HATIB PROM	CHANTILLY, VA 20151-1644
1504	PROPERTY IMPROVEMENT OF NEW BRUNSWICK LLC	GREGORY REID	40 W LAFAYETTE ST TRENTON, NJ 08608-2011
1505	POTTER, PAUL D. POTTER ENTERPRISES LMS	PAUL POTTER	201 SOUTH BROADWAY STREET SUITE 123 ORCUTT, CA 93455-4612
1506	CHITINA DIVERSIFIED SERVICES LLC	ED HERNDON	4 N 6TH ST UNIT 4 STROUDSBURG, PA 18360-2143
1507	INFOTEK SYSTEMS & SOLUTIONS INC	MAGGIE KELLER	112 ELM TREE LN STERLING, VA 20164-2406
1508	KELLY CONSTRUCTION SVCS. INC.	KELLY FISHER	30 POST RD ENFIELD, CT 06082-5624
1509	WITHIN INTERIOR DESIGN, INC. Tazewell Contracting	Heather Robinson	205 N WATER ST ELIZABETH CITY, NC 27909-4417
1510	5 SEASONS MECHANICAL LLC	TONYA HALL	6971 PEACHTREE INDUSTRIAL BLVD STE A PEACHTREE CORNERS, GA 30092-5718
1511	ALEUT INFORMATION TECHNOLOGY, LLC	JOHN MAYS	12355 SUNRISE VALLEY DR STE 300C RESTON, VA 20191-3497
1512	BIZSOLUTIONS 360 INC	PETER NGANGA	1725 DESALES ST NW STE 600 WASHINGTON, DC 20036-4413
1513	ENCON CORPORATION GENERAL CONSTRUCTION	DEVANG AJMERA	8201 CORPORATE DR STE 720 HYATTSVILLE, MD 20785-2230
1514	CONTRACTORS, INC. ELECTRIC	BILLY JOHNSON	2011 FORT WORTH DR DENTON, TX 76205-7668
1515	INDIAN CREEK CONSTRUCTION, LLC	AL HANEY	211 6TH AVE SOUTH NAMPA, ID 83651-3746
1516	FARMER CONSTRUCTION L.L.C.	WILLIE FARMER	2601 READ ST UNIT A1 COLUMBIA, SC 29204-7861
1517	AVID FIRE PROTECTION & COMMUNICATION LLC AVID ELECTRIC & COMMUNICATION	KATHRYN JIMENEZ	3792 LONG DR SAINT ANN, MO 63074-2514
1518	REASOR BUILDING GROUP LLC	TED HAMILTON	17 W MAXWELL ST PENSACOLA, FL 32501-1717
1519	SKINNER DEVELOPMENT INC	LOUIS SKINNER III	1705 ENTERPRISE WAY SE STE 200 MARIETTA, GA 30067-9224
1520	SHIELDS POINT LLC	KELLY FRANKFORD	3909 ARCTIC BLVD STE 500 ANCHORAGE, AK 99503-5793

1521	CJ MECHANICAL LLC	CARMELO GARCIA	CARR 814 KM 0.4 BO ANONES NARANJITO, PR 00719
1522	K2 CONTRACTING GROUP, LLC	STEVEN NAPPER	CARR 101 KM 16.3 FLOOR 2 CABO ROJO, PR 00623
1523	General Exports USA, LLC	Vivian K Lam	2675 Kalamer Way Sacramento, CA 95835-1550
1524	BETHEL BUILDERS LLC	NICHOLAS HENEGAN	2605 DENALI ST SUITE 100 ANCHORAGE, AK 99503
1525	ACCENT ENGINEERING & CONSTRUCTION INC	ROD THOMPSON	9374 TWINFORD CT SAN DIEGO, CA 92126-5591
1526	JE SYSTEMS INC	MELANIE EAKLE	1507B HIGHWAY 112 N POCOLA, OK 74902-3319
1527	L & R COMM & CONSTRUCTION INC	ROSARIO ROMERO	1010 MESA LOOP NW LOS LUNAS, NM 87031-8327
1528	IT DATA CONSULTING LLC ITDC	BENNY ASNAKE	12020 SUNRISE VALLEY DR STE 100 RESTON, VA 20191-3429
1529	BLUE NOSE IT SOLUTIONS, INC. BLUE NOSE CONSTRUCTION	DAMON MOORE	9242 LIGHTWAVE AVE STE 120 SAN DIEGO, CA 92123-6402
1530	ABC CONSTRUCTORS, INC.	BRYAN POYNER	4179 COUNTY RD M ORLAND, CA 95963-9168
1531	GREENHEART CONSTRUCTION, INC	ALBERN JOHNSON	3915 CASCADE ROAD STE T-136 ATLANTA, GA 30331
1532	DELTA POINT LLC	JAMES MINER	38 WINDY WALKWAY KING COVE, AK 99612-9800
1533	J STAR ENTERPRISES INC	JILL COLEMAN	2820 W AVENUE O STE B5 TEMPLE, TX 76504-6417
1534	IMAQ RESOURCES LLC	GEOFF WHEELER	2700 GAMBELL ST STE 401 ANCHORAGE, AK 99503-2833
1535	PROVISION CONTRACTING SERVICES LLC	NICHOLAS DOWDELL	106 TORRANCE RD TUSKEGEE, AL 36083
1536	CHENEGA SECURITY CALIFORNIA CORPORATION	DAVID PINE	14420 ALBEMARLE POINT PL STE 100 CHANTILLY, VA 20151-1782
1537	CONSTRUCTION CONSULTING MANAGEMENT, LLC	RONNELL NOELANI PATANE	11507 NORTH 6090 WEST HIGHLAND, UT 84003-3749
1538	NAS SOLUTIONS GROUP, LLC	ALFONSA HIGHTOWER	4435 LAKERIDGE CIRCLE SW ATLANTA, GA 30331-6704
			111 W 16TH AVE STE 451

1539	VISTA INNOVATIVE SOLUTIONS, LLC	KEN CHANDLER	ANCHORAGE, AK 99501-5169
1540	MG FACILITY SERVICES LLC	TERI TWIGG	1600 UTICA AVE S STE 900 MINNEAPOLIS, MN 55416-1465
1541	CCI FACILITY SUPPORT SERVICES LLC	JOHN MORRISON	111 W 16TH AVE STE 410 ANCHORAGE, AK 99501-5169
1542	SMNC PROPERTIES LLC	ALEXANDRO CETINA	100 YUPIK RD SAINT MARYS, AK 99658
1543	CINTEOT INC.	MATT JENSEN	2787 OLD STABLE LN BLDG 3-1317 FORT BRAGG, NC 28310-0001
1544	HELPING HANDS ORGANIZING, L.L.C.	GEORGIA DICKENS	1723 WILMINGTON AVE STE 100 BALTIMORE, MD 21230-1331
1545	JG HANEY & ASSOCIATES, LLC	JOYCE HANEY	12934 W VISTA PASEO DR LITCHFIELD PARK, AZ 85340-5569
1546	STRATIVIA LLC STRATIVIA	KENNETH KELLY	1401 MERCANTILE LANE SUITE 501 LARGO, MD 20774-4301
1547	R&I CONSTRUCTION, INC.	IRENE WONG	98-1771 NAHELE ST AIEA, HI 96701-1724
1548	TEFERA INVESTMENT GROUP LLC	ROSEMARY TEFERA	125 SW CAMPUS DR APT 1106 FEDERAL WAY, WA 98023-8313
1549	TATITLEK UNIVERSAL SERVICES, INC.	JARED HAYES	561 E 36TH AVE STE 400 ANCHORAGE, AK 99503-4170
1550	CECIL & CECIL ENTERPRISES, INC. N/A	COREEN CECIL	3741 BUSINESS DR STE 100 SACRAMENTO, CA 95820-2178
1551	ADVANCE TELECOM PROCESS, LLC ADTELP	EUGENE BEDELL	3358 MYSTIC CT DUMFRIES, VA 22026-2186
1552	AE WEST LLC	NIDHI PURI	3112 SPRING HOLLOW CT ANN ARBOR, MI 48105-9217
1553	MAINSTREAM IP SOLUTIONS INC	STEVEN BROWN	3021 LIVING CORAL DR ODESSA, FL 33556
1554	ICE TECHNICAL SERVICES INCORPORATED	CYNTHIA VANDEN BERG	30713 RIVERSIDE DR STE 204 LAKE ELSINORE, CA 92530-4714
1555	AKIAK TECHNOLOGY LLC	KEVIN HAMER	4850 EISENHOWER AVE UNIT 419 ALEXANDRIA, VA 22304-7328
1556	LIRA ELECTRIC LLC	ROBERTO LIRA	4210 N LAMB BLVD UNIT 130 LAS VEGAS, NV 89115-1944
1557	SES Civil And Environmental LLC	TERRI CLEMENS	9332 N 95th Way Ste B108 Unit 1 Scottsdale, AZ 85258-5536
			TOMAS DE CASTRO WARD RD 183 KM 1.8

1558	OVERALL CONTRACTORS GROUP, INC.	RAFAEL TIRADO	CAGUAS, PR 00725
1559	TARPAN CONSTRUCTION LLC	TRUDY PORET	6756 HIGHWAY 29 COTTONPORT, LA 71327-4228
1560	BLASCO CONSTRUCTION CORP.	VIVIAN BLASCO	4265 NW 37TH AVE MIAMI, FL 33142-4243
1561	DESIGN, INC. AMA COMPANIES	LILIANE MASCHIORO	13617 CREEKSIDE DR SILVER SPRING, MD 20904-5401
1562	1 SYNC TECHNOLOGIES LLC 1 SYNC TECHNOLOGIES	ERIC SLOAN	8150 OLD FEDERAL RD MONTGOMERY, AL 36117-8007
1563	CHENEGA SECURITY INTERNATIONAL, LLC	TERRY NIHART	3000 C STREET SUITE 301 ANCHORAGE, AK 99503-3975
1564	ELECTRIPRO, INC. DESIGN	MARCIA WEVER	230 CHELSEA ST EL PASO, TX 79905-1746
1565	ANGEL ELECTRIC, LLC	ANGEL OCASIO	9180 WATERFORD LN POWDER SPRINGS, GA 30127-8008
1566	MICHAEL FLOORING, INC.	BENNY MICHAEL	6500 DISTRICT BLVD BAKERSFIELD, CA 93313-2061
1567	CLAYTON CO CONSULTANTS LLC	ANNIE CLAYTON	2033 FLESHER AVE JACKSONVILLE, FL 32207-3519
1568	CYNERGY PROFESSIONAL SYSTEMS LLC	CYNTHIA MASON	23187 LA CADENA, STE 102 LAGUNA HILLS, CA 92653-1481
1569	TRUTH TECHNOLOGY INC	APRIL BROWN	5201 MARIES RETREAT DR BOWIE, MD 20720-3342
1570	ASPS LLC	MIRT WILLIAMS	2635 CHOCTAW DR BATON ROUGE, LA 70805-8219
1571	KOMAN ADVANTAGE LLC	MATTHEW YATES	2700 GAMBELL ST STE 401 ANCHORAGE, AK 99503-2833
1572	AJ COMMERCIAL SERVICES, INC. ASC PAVING	RAFALITA AVALOS	6429 CROSSTOWN EXPY SUITE D CORPUS CHRISTI, TX 78417-3418
1573	CHAMBER MTN. CONSTRUCTION INC.	PHILIP CRABTREE	7035 PHILIPS HWY STE 27 JACKSONVILLE, FL 32216-4920
1574	S&K FEDERAL SERVICES, LLC	STEVEN HARTLEY	101 FOY EVANS DR WARNER ROBINS, GA 31088-9211
1575	INC DDI SOUTHEAST	LEANN WILKES	1101 IDLEWILD AVE GREEN COVE SPRINGS, FL 32043-3903
1576	BEST VALUE MANAGEMENT LLC	BRENDA CAMPBELL	1225 W BEAVER ST STE 12306 JACKSONVILLE, FL 32204-1414
1577	TRIGENT SOLUTIONS INC.	VINITA NEGI	14801 MURDOCK ST STE 120-A CHANTILLY, VA 20151-1037
	CHEROKEE STRATEGIC SOLUTIONS,		777 WEST CHEROKEE STREET

1578	L.L.C.	JENNYLYNN GATES	CATOOSA, OK 74015
1579	A AND W ELECTRICAL AND REFRIGERATION A/C INC.	WILBERTO ROSARIO	CARR 155 KM 55.4 URB ALIANZA CALLE AZUCENA BARRIO BARAHONA MOROVIS, PR 00687
1580	Parker Businesses Inc CARTRIDGE WORKS PLUS	STEVEN PARKER	193 Mary Esther Blvd Mary Esther, FL 32569-1919
1581	GENCO GENERAL CONTRACTORS OF PUERTO RICO CORP.	LEIAH LEON	MARGINAL CARR. 2 KM 11.3 INT. BO. MORA ISABELA, PR 00662
1582	Universal Service Enterprises, LLC	Sid Naeimi	613 WELLINGTON DR ROANOKE, TX 76262-7405
1583	TALON SERVICES GROUP, LLC	TRISTEN LONG	102 N 38TH AVE STE C HATTIESBURG, MS 39401-6700
1584	CONNEXUS HUB INC	DAN JUNG	14252 CULVER DR STE 257 IRVINE, CA 92604-0317
1585	Armitage Architecture, P.C.	Penny Armitage	5011 Gate Pkwy Bldg 100 Jacksonville, FL 32256-0830
1586	INTERNATIONAL TOWERS, LLC	JAMES HYNES	22592 W US HIGHWAY 281 SAN BENITO, TX 78586-9178
1587	SNODGRASS CONTRACTING LLC	JEFF SNODGRASS	6504 OLD BRANCH AVE STE 203 TEMPLE HILLS, MD 20748
1588	SILVER MOUNTAIN WESTON JV, LLC	BRENT BROOKS	1111 N 13TH ST STE 306 OMAHA, NE 68102-4220
1589	COPPER RIVER INFRASTRUCTURE SERVICES, LLC	JEFFREY BABOS	5847 SAN FELIPE ST STE 1700 HOUSTON, TX 77057-3073
1590	CLAY CONSTRUCTION GROUP, L.L.C.	LEON DUPCLAY	6001 STARS AND STRIPES BLVD STE 229 NEW ORLEANS, LA 70126-8004
1591	G E A BUILDERS INC.	GEORGE ARROYO	2002 WINNETT ST SAN DIEGO, CA 92114-1426
1592	JE Systems Inc	MELANIE I EAKLE	1507 Hwy 112 N Fort Smith, AR 72906-0000
1593	HD INC.	Janet M. Hurley	6391 Aviation Circle Loveland, CO 80538-0000
1594	TSI ENGINEERING, INC.	MAQSOOD ALI	4600 ROSEVILLE ROAD, SUITE 140 NORTH HIGHLANDS, CA 95660-5197
1595	ATWOOD HAY	GLENDA HAY	2566 CARTWRIGHT RD HONOLULU, HI 96815-3709
1596	M HOLLAND GROUP LLC	MARILYN DODSON DODSON	14094 BANEBERRY CIR MANASSAS, VA 20112-8857
	MCKENZIE CONSTRUCTION & SITE		29162 CHAPEL PARK DR

1597	DEVELOPMENT LLC	OLIVER FERNANDEZ	WESLEY CHAPEL, FL 33543-4404
1598	VIKING ENGINEERING AND CONSTRUCTION, LLC CONSTRUCTION	CECIL DELACRUZ	138 NE 3RD ST STE 104 GRESHAM, OR 97030-7494
1599	CINKA CONSTRUCTION & CONSULTING SERVICES LLC	CYNTHIA K MARTIN	307 SAINT KITTS LOOP SAINT AUGUSTINE, FL 32092-1181
1600	MTNT TECHNICAL SERVICES, LLC	ARTHUR MCKINNEY	6731 W 121ST ST STE 209 OVERLAND PARK, KS 66209-2003
1601	BAY SHORE STEEL WORKS LLC	ANTON MATYE	6336 US HIGHWAY 31 N CHARLEVOIX, MI 49720-9416
1602	CINKA CONSTRUCTION AND CONSULTING SERVICES LLC	CYNTHIA MARTIN	11746 LAKEWAY DRIVE CURTICE, OH 43412-9411
1603	S2TECHNOLOGIES, LLC S2TECH	MARGARET STEIN	111 N 2ND ST SMITHFIELD, NC 27577-3933
1604	ARROWHEAD GLOBAL LLC	CHAD HILL	22033 US HIGHWAY 19 N CLEARWATER, FL 33765-2362
1605	STRATA CONSULTING SERVICES, LLC	TOMMY HARRIS	7737 ISLAND CREEK CT ALEXANDRIA, VA 22315
1606	DELTA RUN SECURITY JV LLC	JAMES MINER	38 WINDY WALKWAY UNIT 38 KING COVE, AK 99612-9800
1607	STRATEGIC SOLUTIONS INTERNATIONAL, LLC	BRANDON POTTER	4413 GRAZING WAY UPPER MARLBORO, MD 20772-8188
1608	787 ENGINEERING LLC	EDGARDO LEBRON	1450 GREENE ST STE 221 AUGUSTA, GA 30901-5234
1609	SNODGRASS CONTRACTING LLC	JEFF SNODGRASS	1910 TOWNE CENTRE BLVD STE 250 ANNAPOLIS, MD 21401-3599
1610	MANO LANI LLC	MICHAEL MCCARTHY	91-1097 HOKUA ST EWA BEACH, HI 96706-5820
1611	BOWHEAD CYBERSECURITY SOLUTIONS & SERVICES, LLC	JESSY VASQUEZ	6564 LOISDALE CT STE 900 SPRINGFIELD, VA 22150-1822
1612	AJL Precision Group, Inc.	ASHLEY EDDY	2604 NE Industrial Dr STE 160-170 Kansas City, MO 64117-3126
1613	KBT CONTRACTING CORP	REBECCA TIMMONS	5105 BLANDING BLVD JACKSONVILLE, FL 32210-7839
1614	SHOFAR COMMUNICATIONS LLC SHOFAR	DEANNE MCCUTCHAN	1919 N 2700 W CLEARFIELD, UT 84015-8573
1615	SIERRA COMMUNICATIONS & CONSTRUCTION INC	TOMMY BALL	2660 STATE HIGHWAY 140 CATHEYS VALLEY, CA 95306
1616	PRECISION AIR INC	TIM SUMMERROW	900 WANDO PARK BLVD MOUNT PLEASANT, SC 29464-7954

1617	KOMAN INTEGRATED SOLUTIONS LLC	TRACY KERNS	2700 GAMBELL ST STE 401 ANCHORAGE, AK 99503-2833
1618	GSI TECHNOLOGIES INC.	SONIA SHJEGSTAD	2336 CANYON BLVD FL 1 BOULDER, CO 80302-5618
1619	ARK CONSTRUCTION MANAGEMENT LLC		7500 RIALTO BLVD STE 250 AUSTIN, TX 78735-8531
1620	ELECTRIC WEST INC	BRUNO PADILLA	817 N 6TH ST MOUNT VERNON, WA 98273-2904
1621	SPENCER COLE, LLC	CAROL BELL	1409 WILDERNESS TRAIL CROWLEY, TX 76036-3969
1622	TDX POWER SERVICES, LLC	LOREN JALBERT	2500 S EMPIRE WAY BOISE, ID 83709-3207
1623	VANGUARD PACIFIC, LLC SENTRY-BOX SERVICES	SYDNEY CODY	14051 COUNTY ROAD 9 FOLEY, AL 36535-8318
1624	MIG GOV, LLC	JOSE GUTIERREZ	1 PROFESSIONAL DR STE 9 PORT ROYAL, SC 29935-1104
1625	SAWYER SERVICES INC	CLAY MULLICAN	56851 GRATIOT CHESTERFIELD, MI 48051-1308
1626	MIPPS LLC	RICK HONEY	4300 B ST STE 405 ANCHORAGE, AK 99503-5951
1627	INC. DAWSON'S MANAGEMENT	LABRESCIA DAWSON	3775 VENTURE DR BLDG K STE 200 DULUTH, GA 30096-5102
1628	M.C. Dodd Construction LLC	Michael C Dodd	3110 7th Ave Charleston, WV 25387-1733
1629	WW ASSOCIATES MANAGEMENT & CONSULTING, LLC	EDWARD WILLIS	27214 N MAKENA PL PEORIA, AZ 85383-3930
1630	I.S.I. AUTOMATION INT'L INC.	CUAUHTEMOC OROZCO	8 DOMINION DR UNIT 100 SAN ANTONIO, TX 78257-1304
1631	ADVANCIA GOVERNMENT SERVICES, LLC	JENNIFER LOOPER	3215 W STATE ST STE 309E1 MILWAUKEE, WI 53208-3364
1632	ANGAYUT, LLC	STEPHEN SPELLMAN	8500 LEESBURG PIKE STE 408 TYSONS, VA 22182-2409
1633	INTELLECTECHS, INC.	JERI PROPHET	195 S ROSEMONT RD STE 103 VIRGINIA BEACH, VA 23452-4353
1634	GXC INC	GENARO CAVAZOS	30 COVE RD HALESITE, NY 11743-2250
1635	ALEUT MANAGEMENT SERVICES, LLC	GEOFF VAUGHAN	5775 MARK DABLING BLVD #105 COLORADO SPRINGS, CO 80919-2241

1636	MIDNIGHT SUN TECHNOLOGIES, LLC	Jennifer Heisey	1225 E International Airport Rd Ste 110 Anchorage, AK 99518-1475
1637	ADVANTIX ENGINEERING CORP	JOSE QUINONES	URB CAGUAX E14 AVE LUIS MUNOZ MARIN CAGUAS, PR 00725
1638	CORP CTECH-SYS	SANJAY MAGOON	161 FORT EVANS RD NE STE 235 LEESBURG, VA 20176-3369
1639	BRISTOL COMMUNICATION & POWER SYSTEMS, LLC	DEAN HUGHES	111 W. 16TH AVENUE THIRD FLOOR ANCHORAGE, AK 99501-6206
1640	MY ELECTRICIAN INC	BRIAN ALSTON	25415 TRADE WINDS DR SUN CITY, CA 92585-9049
1641	LBYD FEDERAL, LLC	KEVIN BROWN	1525 PERIMETER PKWY STE 510 HUNTSVILLE, AL 35806-3558
1642	FC CONSTRUCTION LLC	PAULA GAMBOA	615 PASS RD STE D GULFPORT, MS 39501-6442
1643	GENCO GENERAL CONTRACTORS OF PUERTO RICO, CORP.	KIMBERLY VARGAS	136 MADISON AVE FL 6 NEW YORK, NY 10016-6795
1644	RSI-QUANTITECH JV LLC	TERESA ROBERSON	4835 UNIVERSITY SQ HUNTSVILLE, AL 35816-1845
1645	CORPORATION C D C	LESTER COLEMAN	7258 S HALSTED CHICAGO, IL 60617-1618
1646	Sonoran Equipment Appraisal LLC Sonoran Construction Group	Lez McKenzie	10857 East Betony Drive Scottsdale, AZ 85255-8858
1647	NEW SYNERGIST CONSULTING	DONALD CHICK	4868 CASALS PLACE SAN DIEGO, CA 92124-1502
1648	PM JENKINS GROUP-PROFESSIONAL MANAGEMENT SERVICES LLC W4 CONSTRUCTION GROUP	PERCY JENKINS	4341 S WESTNEDGE AVE STE 2200 KALAMAZOO, MI 49008-3287
1649	TRIPLE A BUILDING SERVICES, INC.	ANTHONY AGUIRRE	401 E FREMONT ST LARAMIE, WY 82072-3143
1650	ABC CONSTRUCTORS, INC.	ANTONIO OROZCO	1003 BISHOP ST STE 2700 HONOLULU, HI 96813-6475
1651	BUFFALO HORSE INC	DUSTIN MONROE	353 OLD HAYS RD HAYS, MT 59527-7737
1652	PONO AINA MANAGEMENT LLC	STEVE WRIGHT	2701 LIBERTY PKWY STE J MIDWEST CITY, OK 73110-2895
1653	J STAR ENTERPRISES INC	JILL COLEMAN	2882 ALLEN ST NEW ORLEANS, LA 70119-1147

1654	DAP CONSTRUCTION MANAGEMENT LLC	ALICIA HERNANDEZ	708 W HAZELWOOD ST PHOENIX, AZ 85013-2643
1655	OSI VISION LLC	DAVE HENDERSON	17806 W INTERSTATE 10 STE 300 SAN ANTONIO, TX 78257-8222
1656	AHTNA-ADVANCIA JV LLC	TIM FINNIGAN	110 W 38TH AVE STE 200M ANCHORAGE, AK 99503-5677
1657	GC WORKS INC.	LANCE WAYNE	38 ROMNEY ST STE 103 CHARLESTON, SC 29403-3825
1658	ALANIZ ASSOCIATES CORP	MANUEL PESTANA	21334 E CLOVERTON ST COVINA, CA 91724-1910
1659	LUIS POLANCO CONTRACTOR INC.	LUIS POLANCO	HACIENDA MARGARITA CALLE CARRETA 169 LUQUILLO, PR 00773
1660	HODGE, ROY E JR	ROY HODGE	3221 STONE QUARRY BLVD MAUMEE, OH 43537-9682
1661	RED PEAK TECHNICAL SERVICES LLC	MELISSA SLINKARD	3909 ARCTIC BLVD STE 500 ANCHORAGE, AK 99503-5793
1662	JOHN CHRIS TAYLOR CONSTRUCTION & DESIGN LLC JCT CONSTRUCTION & DESIGN	JOHN TAYLOR	11 MARCY ST FREEHOLD, NJ 07728-2301
1663	LUNATEK, LLC	SHANDRA VESTAL	2420 ALAMO AVE SE STE 104 ALBUQUERQUE, NM 87106-3217
1664	LBYD FEDERAL, LLC	KEVIN BROWN	9500 KOGER BLVD N STE 100 SAINT PETERSBURG, FL 33702-2433
1665	TIGUA FACILITY SERVICES, INC.	CHRISTOPHER MUNOZ	12 LEIGH FISHER BLVD STE 206 EL PASO, TX 79906-5239
1666	TAKOTA FLATS LLC	WAYNE LOPEZ	35734 PARKLAWN CT ROUND HILL, VA 20141-4414
1667	GTS, Ltd Siouxtech	Guy W LeCaine	240 Wilcox Street Castle Rock, CO 80104-2439
1668	APEX ENGINEERING GROUP INC	MARCELO ESPINEL	783 W MYSTIC CREEK WAY SOUTH JORDAN, UT 84095-4691
1669	RED PIONEER ENTERPRISE INC.	RODRIGO CHAVEZ	1711 S LAREDO ST STE 105 SAN ANTONIO, TX 78207-7076
1670	CONSTRUCTURE INC.	HARMAN RANGAR	13869 REMBRANDT WAY CHANTILLY, VA 20151-3259
1671	EMBARQ SOLUTIONS, LLC	AALIYAH MUHAMMAD	1227 GOOD HOPE RD SE STE 101 WASHINGTON, DC 20020-6907

1672	RED CEDAR MANAGEMENT SOLUTIONS LLC	TRINITY NORWOOD	214 W MAIN ST STE L6 MOORESTOWN, NJ 08057-2300
1673	PATRIUM LLC	LUIS GOMEZ	3749 N KITLEY AVE INDIANAPOLIS, IN 46226-5633
1674	METRO FENCE INDUSTRIES, INC.	DAVID JOHNSON	4521 BISHOP LN LOUISVILLE, KY 40218-4542
1675	THE BLACKSTAR COMPANIES, LLC BLACKSTAR COMPANIES	LES ALLEN JR	4210 N COOLIDGE AVENUE UNIT 3 TAMPA, FL 33614
1676	FRONTLINE SUPPORT SOLUTIONS LLC	JOSE PEREZ	9504 N INTERSTATE 35 STE 204 SAN ANTONIO, TX 78233-6616
1677	WESTERLY HSU JV II, LLC	TIMOTHY HARRIS	507 N FREDERICK AVE GAITHERSBURG, MD 20877-2506
1678	ALEUT LOGISTICS SERVICES, LLC	STEPHEN WATKINS	5775 MARK DABLING BLVD #105 COLORADO SPRINGS, CO 80919-2241
1679	CSLOPE SOLUTIONS LLC	AARON KELLEY	900 N JACKSONVILLE ST ARLINGTON, VA 22205-1326
1680	Apollo Construction Company, Inc.	Christos Mastrokyriakos	19210-2 Lahey St Northridge, CA 91326-3755
1681	ALPHA COM SYSTEMS INC	GREG ASBURY	355 W BEDFORD AVE STE 105 FRESNO, CA 93711-5836
1682	A. JAMES GLOBAL SERVICES, INC.	DINO JAMES	1000 SAINT ANDREWS RD STE C COLUMBIA, SC 29210
1683	MASHIMA ELECTRIC LLC MASHIMA CONSTRUCTION	KATHRYN MASHIMA	91-1012 IPOLANI ST APT A KAPOLEI, HI 96707-3062
1684	GRENLAR HOLDINGS, INC. GRENLAR CONSTRUCTION	KALEN GRENZEBACH	16636 SIMONDS RD NE KENMORE, WA 98028-4413
1685	SYLGER CORP	SYLVIA FRANCO	700 N SAINT MARYS ST SAN ANTONIO, TX 78205-3507
1686	VQ FEATHER LLC	SARAH FAHDEN	742 FONTAINE ST ALEXANDRIA, VA 22302-3607
1687	INC. LEGACY BUILDERS CO	HECTOR AGUILAR	910 W 19TH ST UPLAND, CA 91784-1503
1688	ADVANCED COMPUTER SOLUTIONS GROUP LIMITED LIABILITY COMPANY CAPTIVATE MEDIA	JUSTIN JACKSON	521 FELLOWSHIP RD STE 140 MOUNT LAUREL, NJ 08054-3442
1689	LOGICAL OWL, LLC	MARVIN WILLIAMS	3011 W. GRAND BLVD SUITE 475 DETROIT, MI 48202-3162

1690	BLACKSTAR COMPANIES, LLC, THE	LESLIE ALLEN	2420 E LINWOOD BLVD STE 100 KANSAS CITY, MO 64109-2195
1691	CANFIELD CONSULTING GROUP, LLC CANFIELD CYBERDEFENSE GROUP	ROSY CANFIELD	4104 ALFALFA TER STE 1 OLNEY, MD 20832-2962
1692	PENOBSCOT SUPPORT SERVICES, LLC	JOHN MCCANN	12 WABANAKI WAY STE D INDIAN ISLAND, ME 04468-1254
1693	INFOMARINES INC	VINEELA GUNTUKU	25937 ROYSTON PASS CIR ALDIE, VA 20105-3222
1694	STAMPEDE VENTURES, INC.	ZIBA GRAHAM	1371 BRASS MILL RD STE J-K BELCAMP, MD 21017-1239
1695	DIVERSE SOLUTIONS GROUP INC	GLORIA FORUS	1751 PINNACLE DR STE 600 MC LEAN, VA 22102-4007
1696	Global Quality Solutions, Inc.	Adriana Blankenship	10623 N Government Way Hayden, ID 83835-7473
1697	GREEN POWERED TECHNOLOGY LLC	PHILLIP GREEN	1310 N COURTHOUSE RD STE 610 ARLINGTON, VA 22201-2594
1698	BINARY EXCHANGE TECHNOLOGIES LLC	JOSEPH SCHWARTZ	19020 PERRONE DR GERMANTOWN, MD 20874-1429
1699	BARTKOWSKI LIFE SAFETY CORP	LAUREN SUSTEK	140 W 168TH ST SOUTH HOLLAND, IL 60473-2839
1700	MORA CONSULTANTS LLC	GNEI MOHIDEEN	365 W 2ND AVE STE 220 ESCONDIDO, CA 92025-4137
1701	CENTRIC GROUP, LLC, THE	CLIFF WILSON	12 FINCH WOOD DR COLUMBIA, SC 29229-9278
1702	PUYENPA CONSTRUCTION LLC	JERROD MALLINGER	207 E RIDGEVILLE BLVD MOUNT AIRY, MD 21771-5257
1703	GREENWORX INC	ELY VELEZ SR.	325 SUSSEX ST HARRISON, NJ 07029-2125
1704	MONTROSS, TIRITA MTDS	TIRITA MONTROSS	21 W 41ST SAND SPRINGS, OK 74063-2717
1705	MIDNIGHT SUN AUS, LLC	ELEANOR DAVIS	1577 SPRING HILL RD STE 320 VIENNA, VA 22182-2446
1706	Miller Electric Company Inc. PEC Contracting & Engineering	Annabelle Miller	471-800 JOHNSTONVILLE DR STE 102 SUSANVILLE, CA 96130-8619
1707	RWD CONSULTING LLC	ROBERT DOZIER	1775 T ST NW WASHINGTON, DC 20009-7102
1708	TENAX TECHNOLOGIES LLC	TAMERA RUSH	4694 MILLENNIUM DR STE 520 BELCAMP, MD 21017-1541

1709	AMETHYST BUILDERS LLC	ELVIRA SUTHERLAND	91-1052 KAIAPELE ST EWA BEACH, HI 96706-6529
1710	TCS CONSTRUCTION, INC	TANIA ALMARAZ	7826 EASTERN AVE NW STE 207 WASHINGTON, DC 20012-1333
1711	Simcon Corp	Rustin Simon	13408 Craig Ct Smithville, MO 64089-9087
1712	Zane and Associates, LLC	John L Throckmorton	1179 BEECH VALLEY RD NE ATLANTA, GA 30306-3121
1713	GENCO GENERAL CONTRACTORS OF PUERTO RICO CORP	LEIAH LEON	1118 BRADFIELD RD ABINGTON, PA 19001-4205
1714	INFRABUILDERS, LLC	CARLOS PINERO	111 CALLE CIELO RUBI CIELO DORADO VILLAGE VEGA ALTA, PR 00692
1715	EVERSON CONSTRUCTION GROUP, LLC	JOHN EVERSON	4440 SW ARCHER RD APT 2324 GAINESVILLE, FL 32608-0219
1716	OSBA MANAGEMENT CORPORATION	MIGUEL E OTERO	URB SAN DEMETRIO CALLE MARLIN AZUL 24 VEGA BAJA, PR 00693-3560
1717	INC. JAMES FLETCHER CONSTRUCTION	JAMES FLETCHER	609 DATE AVE CHULA VISTA, CA 91910-5314
1718	CHUGACH TECHNICAL SOLUTIONS, LLC	LYNWOOD CROW	814 GREENBRIER CIR STE L CHESAPEAKE, VA 23320-2643
1719	QUINCON, INC.	JOSE QUINTANA	2363 THOMPSON WAY UNIT F SANTA MARIA, CA 93455-1042
1720	SHEDRICK ENTERPRISES LLC	DEREK SHEDRICK	507 TRELLIS TRL CHESAPEAKE, VA 23320-4200
1721	AJ COMMERCIAL SERVICES, INC.	RAFALITA AVALOS	1716 S SAN MARCOS SUITE 117 SAN ANTONIO, TX 78207-7050
1722	CHIEFS CONSTRUCTION CO LLC	FARRELL THOMAS	2955 CYPRESS CREEK DR DIBERVILLE, MS 39540-8621
1723	AJCE CORPORATION	ANTHONY CISNEROS	1920 BEN T JOHNS RD ALVATON, KY 42122-9698
1724	HENRY GENERAL CONTRACTORS INC	BRIAN HENRY	57 OBSERVER ST SPRINGFIELD, MA 01104-1729
1725	ARGUS SERVICES INC	MONIKA SYAL	5008 LENKER ST STE 201 MECHANICSBURG, PA 17050-1925
1726	MODTECH SOLUTIONS LLC	ROY CABIBBO	99-1312 KOAHA PL BAY 101 AIEA, HI 96701
1727	TENESACA ELECTRIC, LLC iTec	Silvio Tenesaca	25 Fairfield Ave DANBURY, CT 06810-0000
	ASPEN COMMUNICATIONS LLC		7 KIJI DAVA CIR

1728	CONTRACTING	SHEILA RICHARDSON	STE A PRESCOTT, AZ 86301-5691
1729	SOLUTIONS LLC WC SOLUTIONS	WALTER LAMAR	21927 PESA COVE GARDEN RIDGE, TX 78266-2200
1730	ESSNOVA SOLUTIONS, INC.	SRIDHARA GUTTI	1500 1ST AVE N STE 47 BIRMINGHAM, AL 35203-1873
1731	ALR DIVERSIFIED SUPPLY CHAIN MANAGEMENT LLC	LAURIE LINTON	3290 GENESEE ST BUFFALO, NY 14225-5053
1732	BRICE BUILDERS, LLC	DAVID ALLEN	3700 CENTERPOINT DR STE 8157 ANCHORAGE, AK 99503-5800
1733	TWINS GENERAL CONTRACTORS, INC. TWINS	MARCELINO ACOSTA	1355 GRAND AVE STE 109 SAN MARCOS, CA 92078-2454
1734	PACIFIC SOURCE ELECTRIC LLC PACIFIC SOURCE CONSTRUCTION	HARVEY REYNA	10508 W BUSINESS PARK LANE BOISE, ID 83709-6797
1735	ALPHA DEVELOPMENT INC.	ARTHUR BORUNDA	2855 LAKE VALLEY AVE LAS CRUCES, NM 88007-1904
1736	WOLFTEK MISSION GROUP LLC	FRANK WATSON	13900 LINCOLN PARK DR STE 150 HERNDON, VA 20171-3265
1737	BLUE CONSTRUCTION SERVICES LLC	SEPTEMBER BLUE	735 VANDERBILT TER SE LEESBURG, VA 20175
1738	SKYTEL, LLC SKYS THE LIMIT	DAVID AYAVIRI	66 LIBERTY RIDGE TRL TOTOWA, NJ 07512-1619
1739	GL CONTRACTING, LLC	GABRIEL LOMAS	2335 OAKLAND BND SAN ANTONIO, TX 78258-7210
1740	SILAS FRAZIER REALTY LLC SBJ MANAGEMENT AND CONSULTING SERVICES	SILAS FRAZIER JR.	2295 PARKLAKE DR SUITE 460 NE ATLANTA, GA 30345-2810
1741	DNOVO SERVICES LLC	LUIS RODRIGUEZ	331 OLEANDER WAY STE 1011 CASSELBERRY, FL 32707-3269
1742	THE SPARROW GROUP INC	DAVID WIEGAND	3620 WYOMING BLVD NE STE 230 ALBUQUERQUE, NM 87111-3297
1743	LAM SERVICE LLC SC	Andra Johnson	6015 CHESTER CIR Ste 113 JACKSONVILLE, FL 32217-2270
1744	MIG GOV LLC	JOSE GUTIERREZ	545 S BIRDNECK RD STE 202H VIRGINIA BEACH, VA 23451-5891
1745	Supreme Systems Co	Tim McCann	8425 Old Statesville Rd Ste 13 Charlotte, NC 28269-1828
	SILVA ELECTRIC AND CONSTRUCTION,		43 RIVER RD

1746	LLC	GLEN SILVA	TULAROSA, NM 88352-9524
1747	MB DESIGN CONSULTANTS, LLC	JATINDER GOEL	8841 BLUEBONNET BLVD SUITE A BATON ROUGE, LA 70810-2847
1748	POTAWATOMI TRAINING, LLC	MR. PEYTON BRAUER	3215 W. STATE STREET SUITE 309D MILWAUKEE, WI 53208-3364
1749	BETHEL YUUT LLC	MARCUS KUHNS	2605 DENALI ST STE 100 ANCHORAGE, AK 99503-2749
1750	ARGUS SERVICES INC	MONIKA SYAL	30 CATOCTIN CIR SE STE 10 LEESBURG, VA 20175-3614
1751	DOL-MAN ELECTRIC INC	DOLMAN SANTIZO	1034 N 2375 W LAYTON, UT 84041-8797
1752	SO CAL COMMUNICATIONS GROUP INC	GUADALUPE LOPEZ	17117 ROSETON AVE STE B ARTESIA, CA 90701-2643
1753	KBR CONTRACTING, LLC	KRISTOPHER DUARTE	917 GAWTHROP RD GRAFTON, WV 26354-7519
1754	PURICLOUD LLC	ERIK CASTLE	527 RIGBY LAKE DR STE A RIGBY, ID 83442-5117
1755	DRIVEN CONTRACTORS LLC	JOSEPH LOOCKLEAR	701 W DR MARTIN LUTHER KING JR DR MAXTON, NC 28364-1246
1756	1PROSPECT TECHNOLOGIES, LLC ONE PROSPECT TECHNOLOGIES	Lorene Reeder	4694 OLD 8 RD RHINELANDER, WI 54501-2161
1757	ETICA INC VM RACKS	HENRI ALFONSO	950 BOARDWALK STE 305 SAN MARCOS, CA 92078-2639
1758	ARELI, INC.	SHERENE CHERIAN	124 KAULANA WAY HONOLULU, HI 96821-2531
1759	APACHE HOMELANDS LLC	JOHN MELTON	20885 FRONTAGE RD SE DEMING, NM 88030-1856
1760	LANTERRA, L.L.C.	CARLOS BAZBAZ	14217 MINETTA ST HOUSTON, TX 77035-6517
1761	FRONT RANGE CONSTRUCTION, INC. M1 MECHANICAL	ALBERT ROGERS	3730 SINTON ROAD COLORADO SPRINGS, CO 80907-5082
1762	BLACKSTAR COMPANIES, LLC, THE	LES ALLEN JR	5312 S HAMPTON RD STE 2027 DALLAS, TX 75232-1880
1763	CLEAR GLOBAL SOLUTIONS LLC CGS	LORI JANSEN	101 WHITNEY BAY WINDSOR, CO 80550-6156
1764	TMGL, LLC	PHILLIP BOWER	13318 AIRPARK DRIVE ELKWOOD, VA 22718-1760
	BEST DEAL GENERAL CONTRACTOR		BO. PLAYA GUAYANEZ CARR 906 KM 4.5

1765	INC	JOSE ADORNO	YABUCOA, PR 00767
1766	FIRELAKE CONSTRUCTION INC	SCOTT NEWTON	3054 LEEMAN FERRY RD SW STE H HUNTSVILLE, AL 35801-5660
1767	GC&E FEDERAL, LLC	DENNIS BRISTOL	111 W 16TH AVE STE 427 ANCHORAGE, AK 99501-5169
1768	TAUREAN GENERAL SERVICES, INCORPORATED	JEFFREY JAIME	8000 INTERSTATE 10 WEST SUITE 920 SAN ANTONIO, TX 78230
1769	KIJIK TECHNICAL SERVICES, LLC	VIVIAN TOKAR	801 B ST STE 401B ANCHORAGE, AK 99501-3657
1770	GSI NORTH AMERICA INC	MICHAEL WARMINSKY	17 CHURCH ST FLEMINGTON, NJ 08822-1503
1771	AZTEC CONTRACTING LLC	JOSE CARDENAS	319 BANCROFT ST OMAHA, NE 68108-1728
1772	UNITED SOLUTIONS GROUP INC, THE USG1	SRI VADI	1101 W HAMILTON ST STE 351 ALLENTOWN, PA 18101-1043
1773	WESSON CONSTRUCTION SERVICES, LLC	ROYLINS WESSON	111 BISCAYNE DR CEDAR HILL, TX 75104-1363
1774	CHENEGA GLOBAL PROTECTION LLC	BRAD NAYLOR	3000 C ST STE 301 ANCHORAGE, AK 99503-3975
1775	SMNC PROPERTIES LLC	ALEXANDRO CETINA	1938 HAU ST HONOLULU, HI 96819-3255
1776	APTNEXUS LLC	DAVID GREGORY	14304 POLLIN ST ACCOKEEK, MD 20607-3718
1777	JASPER SOLUTIONS INC	ANSHUMAN PATEL	21 MELVILLE RD HUNTINGTON STATION, NY 11746-7631
1778	COURIC ENTERPRISES LLC FOREMOST CONSTRUCTION	ERIC SOLIS	26986 BASS BLVD HARLINGEN, TX 78552-2089
1779	EDSEC, LLC	OSCAR HERRERA	47 E ALL SAINTS ST FREDERICK, MD 21701-5633
1780	SUPREME SOLUTIONS, INC.	BRET JONES	8202 S EXCHANGE AVE CHICAGO, IL 60617-2122
1781	DMYLES INC. null	Darius A Myles	2140 DREW ST STE B CLEARWATER, FL 33765-3218
1782	DESERT BUILDING & DESIGN, INC.	JOSE YEPEZ JR	1113 RAINBOW AVE CALEXICO, CA 92231-4204
1783	SES TECHNOLOGIES LLC	LORNA PACE	1006 FLOYD CULLER CT STE 10 OAK RIDGE, TN 37830-8022

1784	CLEAR CLOUD SOLUTIONS INC.	DAREN MASTEN	1221 E 8TH ST UPLAND, CA 91786-1516
1785	CORBROOK, LLC	CARROLL REYNOLDS	530 CHURCH ST STE 404 NASHVILLE, TN 37219-2450
1786	AGMA SECURITY SERVICE INC	EDGARDO TORO	2111 WILSON BLVD FL 8 ARLINGTON, VA 22201-3043
1787	ADDON SERVICES LLC	PRITA ABRAHAM	1800 DIAGONAL RD STE 600 ALEXANDRIA, VA 22314-2840
1788	ERS CORP	JOHN ANDERSON	760 TALLEYRAND AVE JACKSONVILLE, FL 32202-1031
1789	FLATWATER SOLUTIONS COMPANY	RICHARD LAHM	818 ST AUGUSTINES DR WINNEBAGO, NE 68071-5167
1790	2R CONSTRUCTION LLC 2R TRUCKING & DIRTWORK LLC	ROMANO DILLARD	309 E UNION ST MINDEN, LA 71055-4603
1791	SBC CONTRACTING INC	SEBASTIAN HYMAN	5704 JABBO CT WAKE FOREST, NC 27587-8422
1792	SNA Contracting, LLC		11 N Water St Ste 10290 Mobile, AL 36602-5010
1793	ELEMENTS 5 LLC	EDWARD NG	5111 BERWYN RD STE 200 COLLEGE PARK, MD 20740-4132
1794	ASJ CONSTRUCTION LLC	NANCY SANCHEZ	1204 W 3RD LAMPASAS, TX 76550
1795	BAMI TECHNOLOGIES LLC	IMHOTEP TEMFACK	6805 W 12TH ST STE F LITTLE ROCK, AR 72204-2465
1796	AMS CONSULTING AND DESIGN. INC AMS DESIGN	ILEANA EVANS	1106 WHEELING AVE OAKLAND, MD 21550-3337
1797	PROFESSIONALS HIR LLC	KATHERINE GRAHAM	201A DEXTER ST E STE 101A CHESAPEAKE, VA 23324-3084
1798	INC MAXIM ENGINEERING	TANIA TISCHLER	2107 TWISTED OAK LN ALPINE, CA 91901-3080
1799	Bernexis Construction & Development LLC	Pamela Jones-Smith	918 Old Bainbridge Rd Tallahassee, FL 32303-6043
1800	CAZADORES CONSTRUCTION, LLC	JEFFREY RAMOS	12207 EUCALYPTUS ST SAN ANTONIO, TX 78245-3309
1801	D7, LLC DAWSON D7, LLC	THOMAS COFFEY	200 SPECTRUM CENTER DR STE 1210 IRVINE, CA 92618-5007
			211 E DIVINE ST

1802	THE HP GROUP LLC	CHARLES POE	DUNN, NC 28334-5305
1803	TRI-LOGISTICS LLC SINGAGE - INTERIOR & EXTERIOR	ANGELA MCCULLOUGH	9108 WESTPHALIA RD STE A UPPER MARLBORO, MD 20774-3500
1804	LAURA KAY DUNBAR, INC. FIXED UP FAST	LAURA DUNBAR	499 ARNETT AVE VENTURA, CA 93003-2105
1805	MATAI SERVICES, LLC	NICK LEWMAN	201 W 135TH ST STE B KANSAS CITY, MO 64145-1263
1806	FEDGOVIT, INC.	SANDEEP KAUR	5840 S SEMORAN BLVD STE B ORLANDO, FL 32822-4808
1807	PREMIER MECHANICAL GROUP INC.	MICHAEL JOHNSON	8684 NC HIGHWAY 53 W WHITE OAK, NC 28399-9634
1808	Stratelogica Inc DATAPOINT SYSTEMS	HARISH IYER	6000 Live Oak Pkwy Ste 108 Norcross, GA 30093-1732
1809	NextGen Group	James Richmond	4032 Arkansas Ave NW Washington, DC 20011-5504
1810	AGMA SECURITY SERVICE INC	EDGARDO TORO	5201 BLUE LAGOON DR STE 819 MIAMI, FL 33126-2064
1811	MIDNIGHT SUN GLOBAL SERVICES LLC	NEIL MILLER	4500 ROCKSIDE RD INDEPENDENCE, OH 44131-2131
1812	BARKLEY ANDROSS CORP. B A C	BRYAN BARKLEY	17415 CATALPA ST STE 1 HESPERIA, CA 92345-5013
1813	Rayne Construction LLC	Ryan C Rudolph	6521 Heritage West Bloomfield, MI 48322-1342
1814	ANRAY INT'L CORPORATION ASTRA RADIO COMMUNICATIONS	CHRISTINA WONG	2238 N GLASSELL ST STE D ORANGE, CA 92865-2742
1815	KAOHIAI ELECTRICAL CONTRACTING LLC	KEONI HALL	41-730 HALEIKI PL WAIMANALO, HI 96795-1400
1816	NJOY YOUR STATUS, LLC	PEGGY LINDSEY	2129 KNOLL PLACE ATLANTA, GA 30329
1817	SUSTECH, LLC	ANGEL VAZQUEZ	CARR 848 KM 0.5 CALLE ALFA SAINT JUST TRUJILLO ALTO, PR 00976
1818	AAECON GENERAL CONTRACTING LLC AACON GENERAL CONTRACTORS	MICHAEL LATHON	2 E BRYAN ST STE 510 SAVANNAH, GA 31401-2671
1819	MEG RELIANCE SERVICES LLC	MARK GREEN	18 SAINT ALBANS DR HAMPTON, VA 23669-2318
1820	PORT MADISON CONSTRUCTION CORPORATION	RION RAMIREZ	15775 GEORGE LANE NE STE 210 POULSBO, WA 98370-7888

1821	KING SYSTEMS, L.L.C.	DAVID KING	150 CAPITAL DR STE 230 GOLDEN, CO 80401-5614
1822	Han, Aaron Polar Electrical Company	Aaron Han	570 Woods Dr San Marcos, CA 92069-3271
1823	CHENEGA NASWIK INTERNATIONAL, LLC	DAVID PINE	14420 ALBEMARLE POINT PL STE 100 CHANTILLY, VA 20151-1782
1824	BOATENG LOGISTICS	WILLIAM RANDALL	5857 OWENS AVE STE 350 CARLSBAD, CA 92008
1825	SILVER LAKE CONSTRUCTION, LLC	PAUL CRADDOCK	21460 OVERSEAS HWY STE 3 SUMMERLAND KEY, FL 33042-4139
1826	AXE ENGINEERING INCORPORATED AXE ENGINEERING	TODD KIRKPATRICK	3003 SIOUX ST NW ALBUQUERQUE, NM 87107-1048
1827	FC DRACE JV	GUSTAVO GAMBOA	615 PASS RD STE D GULFPORT, MS 39501-6442
1828	ABODE INC ABODE CONSTRUCTION	JOSEPH CRANE	3818 SAINT VICTOR ST BROOKLYN, MD 21225-2214
1829	VORTEX SOLUTIONS LLC	REGINA TILLER	5950 LIVE OAK PARKWAY, STE 250 NORCROSS, GA 30093-1712
1830	DLJ MANAGEMENT SERVICES, LLC DLJ CONSTRUCTION GROUP	DANIEL JAMES	2942 N 24TH ST STE 114 PHOENIX, AZ 85016-7849
1831	BRIGHT REGARDS, LLC BRIGHT REGARDS	YVONNE HERRERA	5837 GOVERNORS HILL DR ALEXANDRIA, VA 22310-2358
1832	MAKUATECH SOLUTIONS LLC	WILLIAM LOHR	13318 AIRPARK DR ELKWOOD, VA 22718-1760
1833	CARTRIDGE WORKS PLUS, LLC JELLY WHAT	STEVEN PARKER	80 MIRACLE STRIP PKWY SE, SUITE 6 FORT WALTON BEACH, FL 32548-2806
1834	KCJ DESIGN & CONSTRUCTION INC	JONATHAN AVILA	2005 TERRY ST HOUSTON, TX 77009-8248
1835	CNE-ENPROVERA JV LLC	JAE KANG	27345 AQUIA PATH DR COURTLAND, VA 23837-2195
1836	SILER EXCAVATING, LLC	TAMMY SILER	38 NEVINS CT MERRITT ISLAND, FL 32953-4657
1837	SERVEXO SERVEXO PROTECTIVE SERVICE	JOHN PALMER	1515 W 190TH ST STE 170 GARDENA, CA 90248-4927
1838	ABBA CONSTRUCTION, LLC	JACOB FLORES	8502 SPRING VALLEY CIR LAREDO, TX 78045
1839	SIERRA VALLEY CONTRACTORS, LLC	ANTHONY CHAVEZ	15148 HIGHWAY 187 CABALLO, NM 87931-9052
1840	KATMAI INTEGRATED SOLUTIONS, LLC	CYNTHIA VANDEN BERG	12001 SCIENCE DR STE 140 ORLANDO, FL 32826-2916
			115 N PARKE ST

1841	ALLIANCE ONE GROUP LLC	SHERENE CHERIAN	ABERDEEN, MD 21001
1842	MILL CREEK LLC	TYLER LEVIER	19035 US HIGHWAY 75 HOLTON, KS 66436-8101
1843	DRL SERVICES LLC	DEVENDRA NARASENAKUPPE	1 CORPORATE PL S STE 140 PISCATAWAY, NJ 08854-6116
1844	QUECON INC	JAMES CROWELL	134 PEYTON ST STE 134D FRONT ROYAL, VA 22630-3345
1845	ANAH LLC	PRITA ABRAHAM	27789 MOUND RD STE 200 WARREN, MI 48092-2697
1846	E & S CONSTRUCTION, LLC	ELIZABETH PIPPETT	1598 W GOLD BAR RD WASILLA, AK 99654-8912
1847	LLC FTBA	BRENDA HENWOOD	419 SANDY HILL RD VALENCIA, PA 16059-2938
1848	MIDSTATE INDUSTRIAL INC	CYNTHIA HARMON	3939 ROYAL DR NW STE 131 KENNESAW, GA 30144-6457
1849	CARMEN ROOFING SERVICES, LLC	ALAN FLEITZ	6800 S SUNNYLANE RD OKLAHOMA CITY, OK 73135-1711
1850	MIDNIGHT SUN-CENTENNIAL SAGVIQ JV, LLC	GUY BAILLY	3201 C ST STE 801 ANCHORAGE, AK 99503-3934
1851	APC CONSTRUCTION SERVICES LLC	TANA MYERS	2710 WESLEYAN DR ANCHORAGE, AK 99508-3776
1852	HOWARD VIDEO PRODUCTIONS, LLC HOWARD VIDEO PRODUCTIONS	DONNA DANIEL	1309 CENTAUR DRIVE FORESTVILLE, MD 20747-1702

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	FULL CIRCLE GROUP, INC.	ALICIA WILLIAMS	740 SPRINGDALE DR STE 125 EXTON, PA 19341-2831
2	J STAR ENTERPRISES INC	JILL COLEMAN	2820 W AVENUE O STE B5 TEMPLE, TX 76504-6417
3	MX Construction, Inc.	Tiffany D Amezcua	555 E Clark Ave Ste D Santa Maria, CA 93455-5237
4	ASPEN COMMUNICATIONS LLC ASPEN ENGINEERING & CONTRACTING	SHEILA RICHARDSON	7 KIJI DAVA CIR STE A PRESCOTT, AZ 86301-5691
5	Jack Wayte Construction Co., Inc.	Regina Babcock	99-165 Moanalua Rd Ste 302-B Aiea, HI 96701-4036
6	ADELAIDE SERVICES LLC	SELENA ALEMAN	118 BROADWAY ST STE 614 SAN ANTONIO, TX 78205-1950
7	SAKE CONTRACTING INC	SANDRA KISTER	49 RIDGE HAVEN DR RIDGE, NY 11961-2127
8	Stephens Construction and Concrete, Inc. Stephens Construction	Michelle Stephens	1515 Doctors Dr Bossier City, LA 71111-3321
9	SOUND MASKING USA LLC	DEBRA WESTMORELAND	200 KUDU CV BLANCO, TX 78606
10	SHOFAR COMMUNICATIONS LLC SHOFAR	DEANNE MCCUTCHAN	1919 N 2700 W CLEARFIELD, UT 84015-8573
11	CONTROLLED F.O.R.C.E INC.	DIANA GRANO	335 N RIVER ST STE 200 BATAVIA, IL 60510-2391
12	AMATEA, LLC	MARINA AMAT	101 DAVIS AVE SW LEESBURG, VA 20175-3437
13	PROFESSIONAL ENGINEERING CONCEPTS INC	ERVIN TORRES	100 ROAD 165 STE 601 GUAYNABO, PR 00968-8053
14	DAP CONSTRUCTION MANAGEMENT LLC	ALICIA HERNANDEZ	708 W HAZELWOOD ST PHOENIX, AZ 85013-2643
15	BELONGER CORPORATION, INC.	JEAN MARIE THIEL	2334 STONEBRIDGE CIR UNIT D WEST BEND, WI 53095-9167
16	COX-MORGAN & ASSOCIATES LLC	DONETH MORGAN	1109 WILD AZALEA DR JACKSONVILLE, FL 32221-3101
17	UTILITY CONSTRUCTION COMPANY, INC.	Greg Hutchinson	9504 IH 35 N Ste 303-2 San Antonio, TX 78233-6631
			301 BOTANICO AVE

18	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	COLUMBUS, NM 88029
19	LALINI ENTERPRISES LLC	LALINI PILLAY	1400 MONTAGUE ST NW WASHINGTON, DC 20011-2870
20	STELL ENVIRONMENTAL ENTERPRISES, INC. STELL	JULIE ERICKSON	600 EAGLEVIEW BLVD # 300 EXTON, PA 19341-1121
21	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	72 ROUTE 236 STE 200 KITTERY, ME 03904-6507
22	8-KOI INC	INGA YOUNG	2725 CENTER PLACE MELBOURNE, FL 32940-7106
23	MHK TECHNOLOGIES, INC	SUSAN ROACH	215 VINE ST JOHNSTOWN, PA 15901-1518
24	CIVILITY MANAGEMENT SOLUTIONS LLC	LAURIE SAYLES	9111 EDMONSTON RD STE 302 GREENBELT, MD 20770-1552
25	MJAG CONSTRUCTION SERVICES LLC	FELICIA WHITE	10019 S 10TH ST BELLEVUE, NE 68123-4014
26	SBH SERVICES, INC.	SHARON ATHAS COTE	21705 CREEKSIDE DR WILLOW, AK 99688
27	S2TECHNOLOGIES, LLC S2TECH	MARGARET STEIN	111 N 2ND ST SMITHFIELD, NC 27577-3933
28	TENAX TECHNOLOGIES LLC	TAMERA RUSH	4694 MILLENNIUM DR STE 520 BELCAMP, MD 21017-1541
29	RAZOR CONSULTING SOLUTIONS, INC. RAZOR CONSULTING	CARLA SCHWARTZENBERGER	1416 10TH STREET SW WATFORD CITY, ND 58854-6845
30	INTEGRIWARD, LLC	DIANA DAVIS	4203 GARDENDALE ST STE 210C SAN ANTONIO, TX 78229-2202
31	ABHZEEN DESIGN INC	BHAVESH NAIK	34 SCHOOL RD E MARLBORO, NJ 07746-2056
32	JERICO TECHNOLOGIES LLC	SELENA HUBBARD	1125 JEFFERSON DAVIS HWY STE 400 FREDERICKSBURG, VA 22401-8449
33	MELIORA LLC	Gabriela Herrera	2600 E Seltice Way Post Falls, ID 83854-7991
34	TRIUNE SOLUTIONS, LLC	TERESA GILCHRIST	105 WAYNE PLACE SE UNIT 4 WASHINGTON, DC 20032-6105
35	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	4203 WOODCOCK DR STE 265 SAN ANTONIO, TX 78228-1312
36	INNOVATIVE PEOPLE AND TECHNOLOGY CORPORATION IPT	BOB BELDEN	44425 AIRPORT RD STE 160 CALIFORNIA, MD 20619-2066
			108 N DIVISION ST STE 102

37	NORTH FORK ENTERPRISES, LLC	JENNIFER OERTLI	PINEHURST, ID 83850-8719
38	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	5470 S MONROVIA AVE PHOENIX, AZ 85706-2120
39	WORKING TECHNOLOGY LLC	MELINDA THOMPSON	2540 BOLTON ST SAINT CHARLES, MO 63301-1014
40	WBF CONSULTING, LLC	TARA MONTGOMERY	25700 INTERSTATE 45 STE 4321 THE WOODLANDS, TX 77386-1364
41	MARTINEZ SERVICES, INC. MARTINEZ CONSTRUCTION SERVICES	BREANN JONES	889 4TH ST STE 201 SAN RAFAEL, CA 94901-3287
42	KELLY CONSTRUCTION SVCS. INC.	KELLY FISHER	30 POST RD ENFIELD, CT 06082-5624
43	CINKA CONSTRUCTION & CONSULTING SERVICES LLC	CYNTHIA K MARTIN	307 SAINT KITTS LOOP SAINT AUGUSTINE, FL 32092-1181
44	JOHN LEE ENTERPRISE LLC	MISHA ASAMOA	25360 GROTTO FALLS LN PORTER, TX 77365-7152
45	AMALGAMATED SERVICES, INC.	KAREN RIFFICE	21024 S 80TH AVE FRANKFORT, IL 60423-9186
46	PRESTIGE DEVELOPMENT SERVICES INC.	CLAUDIA FITZPATRICK	169 LINCOLN AVE STE 204 BRONX, NY 10454-3706
47	JACK WAYTE CONSTRUCTION CO INC	REGINA BABCOCK	1480 FORD ST STE 2 MAUMEE, OH 43537-1731
48	L & R COMM & CONSTRUCTION INC	ROSARIO ROMERO	1010 MESA LOOP NW LOS LUNAS, NM 87031-8327
49	M HOLLAND GROUP LLC	MARILYN DODSON DODSON	14094 BANEBERRY CIR MANASSAS, VA 20112-8857
50	FIRELAKE CONSTRUCTION INC	JACKIE FOLEY	1011 E 31ST ST LAWRENCE, KS 66046
51	KBT CONTRACTING CORP	REBECCA TIMMONS	5105 BLANDING BLVD JACKSONVILLE, FL 32210-7839
52	THE ELECTRICAL COLLABORATIVE INC	JENNIFER KNIGHT	333 SHOCKLEY RD AUBURN, CA 95603-3638
53	123 AGILE LLC AGILE HELPERS LLC	DEBORAH NORTHERN	9701 APOLLO DR STE 100 LARGO, MD 20774-4785
54	CM Construction Services Inc	Monique Miron	2353 South Broadway Santa Maria, CA 93454-8806
55	POINT ROCK SOLUTIONS, LLC	STEPHANIE SPARKS	44224 RIVERPOINT DR LEESBURG, VA 20176-8247
56	A-ZONE ENVIRONMENTAL SERVICES, LLC	ADRIENNE MORGAN	2181 BERRYVILLE PK CHARLES TOWN, WV 25414-5594

57	MSAB LLC	LAURA KNIGHT	400 PERRY PKWY PERRY, GA 31069-9246
58	A&H INDUSTRIES, LLC	ATOOSA ZAMANIAN	2413 SCHUSTER DR STE C HYATTSVILLE, MD 20781-1122
59	VSSI LLC	POLINA BUNNER	1204 NEEDHAM CT CROFTON, MD 21114-3236
60	SDC CONTRACTING, INC	JENNIFER STRICKLAND	10 GLENLAKE PKWY STE 130 ATLANTA, GA 30328-3495
61	TERA CONSULTING INC	KHURRAM BAJWA	29 ELVES LN LEVITTOWN, NY 11756-5522
62	FIRELAKE CONSTRUCTION INC	SCOTT NEWTON	3054 LEEMAN FERRY RD SW STE H HUNTSVILLE, AL 35801-5660
63	E&S CONSTRUCTION LLC MS BRANCH	ELIZABETH PIPPETT	410 HAWKINS CROSSING DR MERIDIAN, MS 39301-9520
64	DOLIVEIRA SYSTEMS LLC	JAMIE DOLIVEIRA	1237 PENN AVE STE 200 HOLLSOPPLE, PA 15935-7348
65	OUTSIDE BOX LLC	CANDICE SOMERVILLE	1428 FLOYD AVE RICHMOND, VA 23220-4618
66	MIKIBA, LLC	PEARL PROMWANRAT	101 N GREENVILLE AVE STE C 18 ALLEN, TX 75002-2200
67	TRINITY OF UT INC TRINITY CONSTRUCTION SERVICES	CLARAJO STERNER	2679 MIDLAND DR STE 7 OGDEN, UT 84401-3386
68	PRODIGY CONTRACTING, LLC	ARIANNA PLASTER	W746 COUNTY ROAD VV SEYMOUR, WI 54165-7828
69	ADVANTAGE SCI, LLC	TRACI BRITTON	2321 ROSECRANS AVENUE SUITE 2225 EL SEGUNDO, CA 90245-4903
70	EMERGE SOLUTIONS LLC	CYNTHIA JACKSON	18312 SUMMERFIELD DR DALLAS, TX 75287-4900
71	JCJ Chavez Construction Incorporated	Marilupe Chavez	4986 San Jacinto Cir E Fallbrook, CA 92028-8866
72	CITI APPROVED ENTERPRISE LLC	INGRID THIBODEAUX	2439 MANHATTAN BLVD STE 5052 HARVEY, LA 70058-5328
73	SAWYER SERVICES INC	CLAY MULLICAN	56851 GRATIOT CHESTERFIELD, MI 48051-1308
74	VANGUARD PACIFIC LLC	SYDNEY CODY	1 CHISOLM TRAIN, SUITE 450 ROUND ROCK, TX 78681
75	JMC HOMES & GENERAL CONTRACTING, LLC	RHONDA CAGLE	390 RACETRACK RD MCDONOUGH, GA 30252-1022

76	SEABROOK SOLUTIONS, LLC	LANG SIMS	620 DISCOVERY DRIVE, BLDG. 2, SUITE 360 HUNTSVILLE, AL 35806-2818
77	NEVER ENDING TECHNOLOGY INC	LAQUITA NELSON	4900 UNIVERSITY SQ STE 14 HUNTSVILLE, AL 35816-1829
78	ADVANTAGE SCI, LLC ADVANTAGE SCI	TRACI BRITTON	1725 DUKE ST, STE 500 ALEXANDRIA, VA 22314-3457
79	KEGMAN INC	SUSAN GLASGOW	1135 W NASA BLVD SUITE 100 MELBOURNE, FL 32901-1823
80	TRI COAST CONSTRUCTION, LLC	ANDREA FERGUSON	755 VANDERCOOK WAY STE 202B LONGVIEW, WA 98632-2945
81	INSPIRED SOLUTIONS INC	ISABELLA PINA	13168 CENTERPOINTE WAY UNIT 201 OFFICE B WOODBRIDGE, VA 22193-5287
82	H & V FACILITY SOLUTIONS INC	DOMONIQUE HAMMER	44 BOYLSTON CT SAINT AUGUSTINE, FL 32092-0088
83	ANTEAN TECHNOLOGY LLC	SEAN FLOYD	6604 MORNING RIDE CIR ALEXANDRIA, VA 22315-5052
84	INNOVATIVE NETWORKING TECHNOLOGY, INC.	SHARAFAT YOUSUFZAI	5109 LEESBURG PIKE STE 208C FALLS CHURCH, VA 22041-3208
85	TEAMGOV, INC.	GEORGE MARTIN	8201 CORPORATE DR STE 620 HYATTSVILLE, MD 20785-2245
86	WITHIN INTERIOR DESIGN, INC. TAZEWELL CONTRACTING	HEATHER ROBINSON	1008 GRANBY ST NORFOLK, VA 23510-2505
87	MDM MAC ENTERPRISES INC	DENISE MCINTYRE	319 ELMHURST DR WAXHAW, NC 28173-6058
88	STERILE SERVICES CO.	FANIA CARTERS	2700 NEABSCO COMMON PL STE 101 WOODBRIDGE, VA 22191-6767
89	KERNS CONSTRUCTION, LLC	ASHLEI KERNS	5366 W PECAN RD LAVEEN, AZ 85339-2456
90	RONIN STAFFING LLC	VIVIAN RUTHERFORD	500 N BRAND BLVD STE 625 GLENDALE, CA 91203-3390
91	INTRANET COMMUNICATIONS GROUP, INC. ICG	KATHERINE BLEASE	3500 NW 2ND AVE STE 727 BOCA RATON, FL 33431-5870
92	SPENCER COLE, LLC	CAROL BELL	1409 WILDERNESS TRAIL CROWLEY, TX 76036-3969
93	SHIVAN TECHNOLOGIES, INC	BHANUREKHA BATHULA	208 SOUTH KING ST SUITE 301A LEESBURG, VA 20175

94	ROYAL COMMUNICATIONS INTERNATIONAL, INC.	MARGARET LYNCH	3135 COACHMAN CT OCEANSIDE, CA 92056-3602
95	TLI CONSTRUCTION, INC.	CINDY LINCICOME	3610 CENTRAL AVE STE 400 RIVERSIDE, CA 92506-5907
96	RJK CONSTRUCTION LLC	THERESA BROPHY	9525 SW LODESTONE DR BEAVERTON, OR 97007-8720
97	LIGHTFEATHER IO LLC	SARAH FAHDEN	742 FONTAINE ST ALEXANDRIA, VA 22302-3607
98	BGESH, INCORPORATED	WES HALLIBURTON	222 S MILL AVE # 80030 TEMPE, AZ 85281-2889
99	Accel Solutions LLC	Kimberly Frierson	6401 CALEB CT ALEXANDRIA, VA 22315-3732
100	Ashford International LLC	Susan Schmidt	745 W 4th St Ste 230B Anchorage, AK 99501-2139
101	FEDSCALE INC.	TEENA SIROHI	1 N BROAD ST STE B LURAY, VA 22835-1147
102	FELLOWS CORPORATE CONSORTIUM LLC	BRENDA FELLOWS	756 BOUNTY DR APT 5602 FOSTER CITY, CA 94404-2679
103	JCJ Chavez Construction Incorporated	Marilupe Chavez	1041 W Main St Ste 130 Barstow, CA 92311-2670
104	MATLOCK AND ASSOCIATES, LLC	JOHN MATLOCK	3033 WILSON BOULEVARD, SUITE 700, PMB#117 ARLINGTON, VA 22201-3868
105	EMBARQ SOLUTIONS, LLC	AALIYAH MUHAMMAD	1227 GOOD HOPE RD SE STE 101 WASHINGTON, DC 20020-6907
106	Sobis, Inc.	Sonya M Ford	1919 Rivermont Ave Lynchburg, VA 24503-4118
107	C THREE BUSINESS CONSULTANTS LLC	AMY YAN	2722 WOODBURY DR SAINT LOUIS, MO 63125-5122
108	STEPHENS CONSTRUCTION AND CONCRETE, INC.	MICHELLE STEPHENS	99 AG MART DR LUVERNE, AL 36049-4564
109	LOCKLEAR INTERIORS INC.	GAIL LOCKLEAR	4659 CABINET SHOP RD ROWLAND, NC 28383-9257
110	ADVANTAGE SCI LLC	WALTER (PETE) LEE	1725 DUKE ST STE 500 ALEXANDRIA, VA 22314-3457
111	CLAYTON CO CONSULTANTS LLC	ANNIE CLAYTON	2033 FLESHER AVE JACKSONVILLE, FL 32207-3519
112	LACUSONG LEILANI LEIS CONSULTING GROUP	LEILANI LACUSONG	388 W 15TH ST SAN PEDRO, CA 90731-4806
	LIONA ENTERPRISES INC		1212 SYCAMORE ST

113	LEI	MICHELLE MORALES-DENISOFF	STE 42 FL 4 CINCINNATI, OH 45202-7355
114	YELLOW ENGINE LLC	TRAM HOLLAND	1430 CONLEY SHUMAKER RD FERGUSON, NC 28624-8800
115	RUPRECHT CONSTRUCTION, INC.	KRISTIN RUPRECHT	126 HARSIN LN SANTA MARIA, CA 93455-2633
116	ACCESS COMMUNICATIONS GROUP LLC ACCESS COMMUNICATIONSACCESS CONSTRUCTION	ANA ESPINOZA ENRIQUEZ	2017 TEXAS AVE STE 1 EL PASO, TX 79901-1943
117	MAUKA CONTRACTING, LLC	AMBER STRONG	3084 POIPU RD KOLOA, HI 96756-9573
118	ASJ CONSTRUCTION LLC	NANCY SANCHEZ	1204 W 3RD LAMPASAS, TX 76550
119	ACCESS GENERAL CONTRACTING INC	ALBERT TENE	337 W 35TH ST STE M NATIONAL CITY, CA 91950-7918
120	PROPERTY SCOPE, INC.	ANN FANGMAN	324 E MAIN ST UNIT 301 LOUISVILLE, KY 40202-1288
121	INFOTECHSVP, LLC	GERRIT VAN GLABBEEK	12526 HIGH BLUFF DR STE 300 SAN DIEGO, CA 92130-2067
122	FIBER BUSINESS SOLUTIONS GROUP INC G FORCE	ENNIO BRUNO	3019 W GERMANTOWN PIKE NORRISTOWN, PA 19403-1002
123	ASHFORD INTERNATIONAL LLC	STEVE DAVIS	2803 FRUITVILLE RD STE 125 SARASOTA, FL 34237-5367
124	VIRTUAL COMPUTING TECHNOLOGY, INC. VIRTUAL COMPUTING TECHNOLOGY	CIGI OAKLEY	380 STEVENS AVENUE, SUITE 213 SOLANA BEACH, CA 92075-2069
125	AUXILIO MANAGEMENT SERVICES	KELLI PRICE	51 W 4TH AVE DENVER, CO 80223-1147
126	DAWSON'S REALTY & MORTGAGES, INC. DAWSON'S MANAGEMENT	LABRESCIA DAWSON	3775 VENTURE DR BLDG K STE 200 DULUTH, GA 30096-5102
127	RITZ CONSTRUCTION, INC. RITZ CONSTRUCTION	NICHOLAS RITZER	550 HIGHLAND ST # 215D FREDERICK, MD 21701-5756
128	BRADLEY TECHNOLOGIES INCORPORATED BTI SECURITY	ANGELA BRADLEY	1700 ROCKVILLE PIKE STE 200 ROCKVILLE, MD 20852-1631
129	ENVICON SERVICES, LLC	YANSI CARRANZA	7826 EASTERN AVE NW STE LL1 WASHINGTON, DC 20012-1329
			77 N 3RD ST STE 101

130	CINTEOT INC.	CHRISTINA HUNT	CHAMBERSBURG, PA 17201-1812
131	PROJECT 216 LLC	SHARON HAMMOND	912 THAYER AVE FL 3 SILVER SPRING, MD 20910-4570
132	SPANISH SOLUTIONS, LLC SPANISH SOLUTIONS	MARCELA LOPEZ	551 NE 110TH TERRACE MIAMI, FL 33161-7153
133	Armitage Architecture, P.C.	Penny Armitage	5011 Gate Pkwy Bldg 100 Jacksonville, FL 32256-0830
134	VECTOR UTILITIES LLC	GRISELDA GAYTAN	8501 SAN GABRIEL DR LAREDO, TX 78045-8712
135	SANDY BEAR CREEK INC.	TAMMY FIGUEROA	3 PEMBROKE LN BELLA VISTA, AR 72715-8824
136	PELICAN SALES INC.	MIKE FAVREAU	5121 INDUSTRY DR STE 105 MELBOURNE, FL 32940-7199
137	STELL ENVIROMENTAL ENTERPRISES INC		2928 269TH AVE NE REDMOND, WA 98053-2940
138	E & S CONSTRUCTION LLC	ELIZABETH PIPPETT	9760 E PALLADIUM DR MESA, AZ 85212-8748
139	NATIVE STAR GROUP INC	MATTIE JEFFRIES	17406 E 425 RD JAY, OK 74346-3735
140	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	232 ANACAPA ST STE 2C SANTA BARBARA, CA 93101-1841
141	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	7302 S ALTON WAY STE 4-J CENTENNIAL, CO 80112-2313
142	NEEVSYS INC	NANDINI PATEL	10005 OAKTON CROSSING CT OAKTON, VA 22124-2654
143	G1 CONSTRUCTION INC	TORRI GALAVIZ	976 BRADY AVE NW STE 100 ATLANTA, GA 30318
144	BLASCO CONSTRUCTION CORP.	VIVIAN BLASCO	4265 NW 37TH AVE MIAMI, FL 33142-4243
145	SRR INTERNATIONAL, INC.	SREE REKHA JADALA	4152 W.BLUE HERON BLVD,STE 226 RIVIERA BEACH, FL 33404-4860
146	ABSCUS INC.	LEENA JAYAMOHAN	2727 N 2ND ST HARRISBURG, PA 17110-1205
147	EL PASO JAG INC JAG ELECTRICAL CONTRACTORS	ALEX CASTRO	3750 DURAZNO AVE EL PASO, TX 79905-1302
148	JOHNSONS IMMEDIATE SOLUTIONS LLC	SYLVIA JOHNSON	4601 PRESIDENTS DR STE 370 LANHAM, MD 20706-4834
149	MAC ELECTRIC, INC.	MAC ELECTRIC, INC.	105 E GRAND AVE, STE 210 CLOVIS, NM 88101-7509

150	PREMIER ENTERPRISE SOLUTIONS, LLC	JACKIE LOPEZ	9701 APOLLO DRIVE SUITE 410 UPPER MARLBORO, MD 20774-4791
151	NEXAGEN NETWORKS, INC.	RUPAL PARIKH	2129 PULASKI HWY STE 102 HAVRE DE GRACE, MD 21078-2141
152	FASMA LLC	Zena Dennis	1605 LIBERTY PKWY NW ATLANTA, GA 30318-9385
153	MC2 ENGINEERING & CONSTRUCTION PC	MEGAN CROW	902 N MAIN ST SHERIDAN, WY 82801-3036
154	ARELI, INC.	SHERENE CHERIAN	16 A BEL AIR SOUTH PARKWAY STE 102 BEL AIR, MD 21015-6038
155	TARPAN CONSTRUCTION LLC	TRUDY PORET	6756 HIGHWAY 29 COTTONPORT, LA 71327-4228
156	CM Construction Services, Inc.	Monique Miron	3111 Camino Del Rio N # 473 San Diego, CA 92108-5720
157	QUALITY CONTRACTING, INC.	JODI HAMBRICK	804 INDUSTRIAL AVE STE B CHESAPEAKE, VA 23324-2617
158	ADVANCED COMMUNICATION CABLING INC A.C.C.I.	RUTH FRITZ	35 BEACHVIEW LN FALLS OF ROUGH, KY 40119-7576
159	KENMAR GENERAL CONTRACTING, L.L.C.	VICKI MARINO	828 ROYAL ST (REAR) STE 198 NEW ORLEANS, LA 70116-3115
160	ENCORE ASSOCIATES, LLC	MELBA TAYLOR	4004 VOLTA AVE STE B BRENTWOOD, MD 20722-1460
161	LUX PROP CONSTRUCTION, INC.	AFSANEH SADEGHI	17438 SUMIYA DR ENCINO, CA 91316-3963
162	KERBEROS INTERNATIONAL, INC.	DAWN COLE	2109 BIRDCREEK TER TEMPLE, TX 76502-1083
163	AYUDA MANAGEMENT CORPORATION	MARIA Velez	1601 E 18TH ST STE 367 KANSAS CITY, MO 64108-1680
164	S & B CHRIST CONSULTING LLC	SHARON CHRIST	5580 S FORT APACHE RD STE 130 LAS VEGAS, NV 89148-3615
165	ARBOR CORPORATION INC	NIDHI PURI	3112 SPRING HOLLOW CT ANN ARBOR, MI 48105-9217
166	MAYHEW TECHNOLOGY SOLUTIONS LLC	MOLLY MAYHEW	1400 S FRETZ AVE STE 135 EDMOND, OK 73003-5783
167	CAPITAL ALLIANCE SOLUTIONS, INC.	MICHELLE MESI	255 COOPER AVE STE 100 TONAWANDA, NY 14150-6641
	TICKNOR, CAMMY C		4112 STANLEY BLVD

168	COMPUTER CITE	CAMMY TICKNOR	PLEASANTON, CA 94566-6246
169	MORA CONSULTANTS LLC	GNEI MOHIDEEN	365 W 2ND AVE STE 220 ESCONDIDO, CA 92025-4137
170	TRUTH TECHNOLOGY INC	APRIL BROWN	5201 MARIES RETREAT DR BOWIE, MD 20720-3342
171	QUEST POWER INTERNATIONAL LLC	PATRICIA ARAUZ-CORROW	118 E. JEFFERSON STREET STE 205 ORLANDO, FL 32801-1841
172	INTELLECTECHS, INC.	JERI PROPHET	195 S ROSEMONT RD STE 103 VIRGINIA BEACH, VA 23452-4353
173	KRIAANET INC	SHAILENDRA JAIN	722 E. MARKET ST. SUITE 102 OFC A29 LEESBURG, VA 20176-3375
174	SHADOWBOX CONSULTING ASSOCIATES LLC	KARYN KORTAN	7630 LITTLE RIVER TPKE STE 903 ANNANDALE, VA 22003-2610
175	ASPHALT PLUS INC	MELINDA OEDEKOVEN	425 JOHNSON LN BILLINGS, MT 59101-6714
176	ALR DIVERSIFIED SUPPLY CHAIN MANAGEMENT LLC	LAURIE LINTON	3290 GENESEE ST BUFFALO, NY 14225-5053
177	SILER EXCAVATING, LLC	TAMMY SILER	38 NEVINS CT MERRITT ISLAND, FL 32953-4657
178	QUACKCOM LLC	ERIN QUACKENBOS	2001 JOHNSON RD GRANITE CITY, IL 62040-3957
179	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	615 BARONNE ST STE 205 NEW ORLEANS, LA 70113-1016
180	HD INC.	Janet M. Hurley	6391 Aviation Circle Loveland, CO 80538-0000
181	IBEX IT BUSINESS EXPERTS LLC	TRACEY GRACE	3295 RIVER EXCHANGE DR STE 550 NORCROSS, GA 30092-4238
182	EMMATY, INC	MADELINE CABRERA	31 GRANITE ST STE 6 MILFORD, MA 01757-1695
183	Rore, Inc.	GITA MURTHY	5685 Redwood Dr Ste 100 Rohnert Park, CA 94928-2065
184	BGESH, INCORPORATED	CHARISSA HALLIBURTON	800 CORPORATE DR STE 301 STAFFORD, VA 22554-4889
185	RENO TAHOE REALTY GROUP LLC	SARAH CARMONA ZINK	1732 FREMONT BLVD STE 200F SEASIDE, CA 93955-3623
186	CAN'T BE BEAT FENCE AND CONSTRUCTION, LLC	MEREDITH ANDERSON	2204 HIGHWAY 53 PERKINSTON, MS 39573-3910
187	MISSION CONTRACTING, INC.	DESIREE GRILLO	7012 KINGFISHER LN LANHAM, MD 20706-3958

188	SILVER-SMITH DEVELOPMENT, LLC BERNEXIS CONSTRUCTION & DEVELOPMENT	PAMELA JONES-SMITH	1196 CAPITAL CIR NE STE A TALLAHASSEE, FL 32301-3531
189	ALARM BROKERS OF FLORIDA, LLC	STEVE CARULO	7462 NW 8TH ST MIAMI, FL 33126-2913
190	NORTH STAR GOVERNMENT SERVICES	SUKI BASRAI	350 10TH AVE STE 1000 SAN DIEGO, CA 92101-8705
191	TECHSENTIALS INC	LISA HARLEY	12510 TOBIAS CT CLINTON, MD 20735-4598
192	SUNAGO SUPPLY CORPORATION	ETTA TUCKER	2914 VILLA LAKE DR POWDER SPRINGS, GA 30127-5049
193	TAHAR GROUP LLC, THE	TAMERA MCNEAL	19115 COLONY GROVE LN KATY, TX 77449-7495
194	J STAR ENTERPRISES INC	JILL COLEMAN	3123 HWY 83 STE C SONOITA, AZ 85637
195	ACCURA ENGINEERING AND CONSULTING SERVICES, INC.	PRASHANTHI REDDY	3200 PRESIDENTIAL DR ATLANTA, GA 30340-3910
196	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	8435 E BASELINE RD MESA, AZ 85209-4379
197	SPELLMAN CONSULTING GROUP LLC	CRYSTAL SPELLMAN	9797 PRESWICKE PT ALPHARETTA, GA 30022-8682
198	E & S CONSTRUCTION, LLC	ELIZABETH PIPPETT	1598 W GOLD BAR RD WASILLA, AK 99654-8912
199	ZANE NETWORKS, LLC ZANENET	ALEXANDRA JELLERETTE	1133 21ST ST NW STE 200 WASHINGTON, DC 20036-3324
200	TEFERA INVESTMENT GROUP LLC	ROSEMARY TEFERA	125 SW CAMPUS DR APT 1106 FEDERAL WAY, WA 98023-8313
201	OUTSIDE THE BOX, LLC	CANDICE SOMERVILLE	433 EXETER DR BIRMINGHAM, AL 35206-2845
202	R & A ELECTRIC INC	DANIEL RAFTER	710 SYCAMORE DR WEST CHESTER, PA 19380-5922
203	HUMAN CAPITAL RESOURCES AND CONCEPTS INC HCRC	MARNICE MILLER	403 3RD ST SW WINTER HAVEN, FL 33880-3412
204	COMMERCIAL CONTRACTING CONSULTANTS LLC	TAMESHA EVERS	14 LIVE OAK ST STE A7 GULF BREEZE, FL 32561-4484
205	ROSS PROFESSIONAL SERVICES, LLC	DIANE ROSS	6230 3RD ST NW STE 6 WASHINGTON, DC 20011-1334
206	COPELAND CONTRACTING COMPANY, INC.	ELSA NIEVES BROWN	1425 UNIVERSAL CITY BLVD # 3 UNIVERSAL CITY, TX 78148-3317

207	G.M. HILL ENGINEERING, INC.	GINA HILL	125 N BROAD ST STE 211 THOMASVILLE, GA 31792-8140
208	PROTECH FIRE INC	PAUL JOHNSON	935 INTERSTATE RIDGE DR STE D GAINESVILLE, GA 30501-7080
209	PARADIGM MECHANICAL CORP	MELINDA DICHARRY	6550 FEDERAL BLVD LEMON GROVE, CA 91945-1311
210	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	10600 MONTWOOD STE 112 EL PASO, TX 79935-2704
211	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	521 GORDON AVE RENO, NV 89509-1402
212	YERKES SOUTH INC.	CHRISTINE YERKES	4799 HINOTE RD CRESTVIEW, FL 32539-4812
213	JIM JAM, INC. ENVIROTECH HEATING & COOLING	JAMES GALLET	11003 W 59TH TER SHAWNEE, KS 66203-2956
214	BECKRICH CONSTRUCTION LLC	RENEE GLENDENNING	11460 BLACK FOREST RD COLORADO SPRINGS, CO 80908-3992
215	SG & ASSOCIATES LLC	STEPHANIE GROSS	17545 PATTERSON DR HAGERSTOWN, MD 21740-2052
216	W & P LLC	PORTIA PEARSON	6242 U S HIGHWAY 98 STE 60 HATTIESBURG, MS 39402-8137
217	G.M. HILL ENGINEERING, INC.	GINA HILL	9700 PHILIPS HWY STE 101 JACKSONVILLE, FL 32256-1344
218	ADAPT CONSULTING LLC ADAPT CONSTRUCTION	LISA LOWERY	598 REDWOOD RD LEHI, UT 84045-9603
219	CONNEXUS HUB INC	DAN JUNG	14252 CULVER DR STE 257 IRVINE, CA 92604-0317
220	R-CAP SECURITY, LLC	CHARLOTTE PERKINS	7800 SUPERIOR AVENUE CLEVELAND, OH 44103-2858
221	JACK WAYTE CONSTRUCTION CO., INC.	REGINA BABCOCK	7043 HWY 54 70 N ALAMOGORDO, NM 88310-9138
222	ACE COMMUNICATIONS LTD. CO.	YVONNE VALENT	5151 FLYNN PKWY STE 102 CORPUS CHRISTI, TX 78411-4318
223	HENRON ELECTRICAL RESOURCES, LLC FTBA	BRENDA HENWOOD	419 SANDY HILL RD VALENCIA, PA 16059-2938
224	ALARMCO, INC.	CORRINE MCKAGUE	1675 N MITCHELL ST BOISE, ID 83704-6541
225	SO CAL COMMUNICATIONS GROUP INC	GUADALUPE LOPEZ	17117 ROSETON AVE STE B ARTESIA, CA 90701-2643

226	Hybrid Production & Event Services Group Inc. AV Firm, The	Tina Luppino	8127 N Prospect St Niles, IL 60714-2726
227	AJ COMMERCIAL SERVICES, INC.	RAFALITA AVALOS	1716 S SAN MARCOS SUITE 117 SAN ANTONIO, TX 78207-7050
228	LD SUPPLY LLC	LISA D'ALESSIO	925 HALE PL CHULA VISTA, CA 91914-3506
229	SMARTNET INC SMARTNETWORKS	LYNNE AUSTIN	211 EDWARDS FERRY RD NE LEESBURG, VA 20176-2305
230	MCKENNA BRYTAN INDUSTRIES LLC	DAVID LARSON	13439 VIA ROMA CIR CLERMONT, FL 34711-5355
231	COLLINS CONSTRUCTION SERVICES, INC.	DAWN MORGAN	2135 ROWLAND AVE SUITE C SAVANNAH, GA 31404-4453
232	AJ COMMERCIAL SERVICES, INC. ASC PAVING	RAFALITA AVALOS	6429 CROSSTOWN EXPY SUITE D CORPUS CHRISTI, TX 78417-3418
233	TEKGLOBAL LLC	LAURA MUMA	4351 GARDEN CITY DR STE 200 HYATTSVILLE, MD 20785-7225
234	YOY INC	SANDRA YOUNG	3906 N SCHREIBER WAY COEUR D ALENE, ID 83815-8395
235	THE PLUMBING SHOP, INC QUICK ACTION MANAGEMENT GROUP	PERIDOT DAVIS	1121 FLAMINGO DR AUSTELL, GA 30168-6109
236	FIRELAKE CONSTRUCTION INC.	JACKIE S. FOLEY	1868 E 850 RD LECOMPTON, KS 66050-4061
237	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	1618 RUDKIN RD # B UNION GAP, WA 98901-4030
238	RORE, INC.	GITA Murthy	7008 LA CUESTA CT VENTURA, CA 93003-1453
239	R&I CONSTRUCTION, INC.	IRENE WONG	98-1771 NAHELE ST AIEA, HI 96701-1724
240	L2NL, LLC L2NL	CAROL LOWMAN	115 RIVER LANDING DR STE 102 DANIEL ISLAND, SC 29492-8115
241	TRIFECTA CONSTRUCTION LLC	COURTNEY LEWIS	6904 KEDRON ST PITTSBURGH, PA 15208-1115
242	PIVOTAL POINT, LLC	DOKMAI WEBSTER	135 N FAIRFAX ST FALLS CHURCH, VA 22046-3528
243	SILER EXCAVATING LLC	TAMMY SILER	1217 BUFFALO RD CLAIRFIELD, TN 37715-4331
244	H2 IT SOLUTIONS INC	ALICE HAYDEN	2100 N ALAFAYA TRL STE 150 ORLANDO, FL 32826-4710
			141 WINDMEADOW WAY

245	CJN CONSULTING INC	CAMILLA NGURRE PAUL	FAYETTEVILLE, GA 30214-5313
246	KAW ENTERPRISES LLC	KRISTIN HORAN	2404 KELLY PL THE VILLAGES, FL 32163
247	TRINITY OF UTAH, INC Trinity Management Group	ClaraJo Sterner	2679 MIDLAND DR STE 7 OGDEN, UT 84401-3386
248	CAPITAL BUILDERS AND ASSOCIATES, INC.	ARMINA MOSHTAGI	1926 MARTIN LUTHER KING JR AVE SE STE C WASHINGTON, DC 20020-7041
249	AVENUE PLANNERS CORP	CASSANDRA CONTRERAS	813 N MAIN ST STE 205 MCALLEN, TX 78501-0103
250	SH MECHANICAL INC	KERLITA HACKER	231 TRAVIS CT SUISUN CITY, CA 94585-2441
251	Global Quality Solutions, Inc.	Adriana Blankenship	10623 N Government Way Hayden, ID 83835-7473
252	DEFENSE TECHNOLOGY INTEGRATION LLC DTI	RENITA ANDERSON	11518 LOTTSFORD TER BOWIE, MD 20721-2290
253	CECIL & CECIL ENTERPRISES, INC. N/A	COREEN CECIL	3741 BUSINESS DR STE 100 SACRAMENTO, CA 95820-2178
254	AYUDA MANAGEMENT CORPORATION	Jenifer Kwasniewski	505 6 ST STE E MARYSVILLE, CA 95901-5450
255	NATIONAL NATIVE AMERICAN CONSTRUCTION, INC.	REGINA LETTAU	3834 COMMUNITY RD STE 2 BRUNSWICK, GA 31520-2820
256	PIVOT PATH SOLUTIONS, LLC	SHUTING JIANG	947 RUSSELL AVE # B GAITHERSBURG, MD 20879-3254
257	ARELI, INC.	SHERENE CHERIAN	124 KAULANA WAY HONOLULU, HI 96821-2531
258	G1 CONSTRUCTION, INC.	TORRI GALAVIZ	976 BRADY AVE NW SUITE 100 ATLANTA, GA 30318-5699
259	KAU, INC.	KATHRYN WALDRON	2625 WHEATLAND WOODS DR FREDERICKSBURG, VA 22408-0801
260	CINKA CONSTRUCTION AND CONSULTING SERVICES LLC	CYNTHIA MARTIN	11746 LAKEWAY DRIVE CURTICE, OH 43412-9411
261	JEMISON & PARTNERS INC	LYDIA JEMISON	3521 LAKE DES ALLEMANDS DR HARVEY, LA 70058-5162
262	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	606 LIBERTY AVE FL 3 PITTSBURGH, PA 15222-2721
263	T.L. STINSON & ASSOCIATES, L.L.C. CUSTOM WINDOW FASHIONS OF ATLANTA	TAMIKA CHURCHILL	36 MACON ST STE 3 MCDONOUGH, GA 30253-3223
264	NEXAGEN NETWORKS, INC.	RUPAL PARIKH	8998 RT 18 OFFICE 201 OLD BRIDGE, NJ 08857-3360

265	MATLOCK AND ASSOCIATES, LLC	Joelle M Sedlacek	1725 I St Ste 300 NW Washington, DC 20006-2423
266	CINTEOT INC.	JOSEPH KELLY	125 ELECTRONICS BLVD SW UNIT B HUNTSVILLE, AL 35824-2212
267	PITTMAN CONSULTING GROUP, LLC	SHONIA ROACH	1100 PEACHTREE ST NW SUITE 950 ATLANTA, GA 30309
268	BLUE CONSTRUCTION SERVICES LLC	SEPTEMBER BLUE	735 VANDERBILT TER SE LEESBURG, VA 20175
269	GLOBAL QUALITY SOLUTIONS, INC.	Adriana Blankenship	4525 S SANDHILL RD STE 103 LAS VEGAS, NV 89121-5955
270	J STAR ENTERPRISES INC	JILL COLEMAN	2882 ALLEN ST NEW ORLEANS, LA 70119-1147
271	DE LA HOZ BUILDERS INC	HILDA DE LA HOZ	1 N ORANGE ST FELLSMERE, FL 32948-6638
272	VORTEX SOLUTIONS LLC	REGINA TILLER	5950 LIVE OAK PARKWAY, STE 250 NORCROSS, GA 30093-1712
273	BETWEEN RIVERS INC	DONNA SCOTT	20540 COUNTY ROAD 64 ROBERTSDALE, AL 36567-4052
274	CHAD PODY CONSTRUCTION COMPANY, L.L.C.	ANGELA PODY	275 GOODGOIN RD RUSTON, LA 71270-8730
275	D. GILLETTE INDUSTRIAL SERVICE'S INC	DOROTHEA SPENCER	1510 RICHMOND RD EASTON, PA 18040-8430
276	ASPIRYON LLC	NEIL CRISMAN	7600 CHEVY CHASE DR SUITE 300 AUSTIN, TX 78752-1599
277	KAMBRIAN CORP	HAMID MOTEAREFI	2707 E VALLEY BLVD STE 312 WEST COVINA, CA 91792-3198
278	SOUTHERN AIRE CONTRACTING, INC. SAC SERVICES	CODY FINDLEY	4803 RAYFORD ST JACKSONVILLE, FL 32254-3741
279	FORREST CONSTRUCTION, INC.	MEREDITH FORREST	306 DURDEN ST VIDALIA, GA 30474-4606
280	AJ COMMERCIAL SERVICES INC	RAFALITA AVALOS	372 FULLERTON AVE STE 17 NEWBURGH, NY 12550-3740
281	RED HILLS PARTNERS LLC	MELISSA OGLESBY	7805 BRIARCREEK RD N TALLAHASSEE, FL 32312-3661
282	CYNERGY PROFESSIONAL SYSTEMS LLC	CYNTHIA MASON	23187 LA CADENA, STE 102 LAGUNA HILLS, CA 92653-1481
283	LIVE ELECTRIC INC	HEATHER AVILA	4175 CAMERON ST STE 4 LAS VEGAS, NV 89103-3772

284	HEATHER TECHNOLOGIES CORPORATION	HEATHER WADE	225 VIA EBOLI NEWPORT BEACH, CA 92663-4603
285	SANTA & CO CORP.	YDARMIE SANTA	PR #2 KM 62.1 BO. CANDELARIA GARROCHALES, PR 00652
286	APPLE 1 ENTERPRISES INC APPLE 1 ENTERPRISES	REBECCA NEISS	9621 CLOVER HILL RD MANASSAS, VA 20110-2753
287	MERIDIEN GROUP LLC	MARIA HICKS	208 S KING ST STE 303 LEESBURG, VA 20175-3018
288	PREMIER MECHANICAL PRODUCTS LLC	ASHLEY TUMBERGER	3016 S 24TH ST KANSAS CITY, KS 66106-4707
289	VANGUARD PACIFIC, LLC SENTRY-BOX SERVICES	SYDNEY CODY	14051 COUNTY ROAD 9 FOLEY, AL 36535-8318
290	M & K GENERAL CONTRACTORS INC	KARLA FRESE	241 W 35TH ST STE L NATIONAL CITY, CA 91950-7920
291	BGESH, INCORPORATED	WESTON HALLIBURTON	21943 DIAMOND CHASE SAN ANTONIO, TX 78259-2743
292	BURMAN CONSTRUCTION, LLC	MARCELA AGUILAR	204 N EUCALYPTUS ST EL PASO, TX 79901-1984
293	ATHENA CONSTRUCTION GROUP INC	AMBER PEEBLES	17877 OLD TRIANGLE RD TRIANGLE, VA 22172-1252
294	AMERIVET ENTERPRISES, LLC	PAMELA BOZIO-ROWLAND	336 COVE TERRACE SHOPPING CTR COPPERAS COVE, TX 76522-2261
295	JCJ CHAVEZ CONSTRUCTION INC	MARILUPE CHAVEZ	115 S GOLD CANYON ST RIDGECREST, CA 93555-4121
296	SOUTH ALABAMA CONTRACTING LLC	TRACY SIMPLER	1801 LINDSEY BRIDGE RD ANDALUSIA, AL 36420-8839
297	NEW CENTURY TECHNOLOGIES INC	LYNN XA	4225 EXECUTIVE SQ STE 600 LA JOLLA, CA 92037-1484
298	POWELL CONSTRUCTION SERVICES INC	JEANA POWELL	103 GARDNER PARK STE A PEACHTREE CITY, GA 30269-3027
299	AJ COMMERCIAL SERVICES INC ASC PAVING	RAFALITA AVALOS	11860 VISTA DEL SOL DR 103 EL PASO, TX 79936-6128
300	SERVITECH INC	JIM BARKER	13892 E SMITH DR AURORA, CO 80011-2249
301	DAP CONSTRUCTION MANAGEMENT, LLC	ALICIA HERNANDEZ	8201 LOCKHEED DR STE 135-B EL PASO, TX 79925-2500
302	INSTALLATION SERVICES LLC	GORDON WILSON	311 CENTRAL RD STE 201 FREDERICKSBURG, VA 22401-7007

303	AYUDA COMPANIES	MARIA VELEZ	1110 NASA PKWY STE 110 HOUSTON, TX 77058-3310
304	YERKES SOUTH INC	CHRISTINE YERKES	5605 N MACARTHUR BLVD # 10 IRVING, TX 75038-2617
305	WHITE BEAR CONSTRUCTION INC	AMANDA HOY	941 COUNTY ROAD 260 ALTURAS, CA 96101-7527
306	AMRI LLC	IRMA CAMACHO	418 MELONEY DR HINESVILLE, GA 31313-5763
307	FOUR WINDS MECHANICAL HTC/AC INC. FOUR WINDS MECHANICAL	CHAULING ARMIJO	8915 ADAMS ST NE STE B ALBUQUERQUE, NM 87113-2714
308	VISIONARY ENGINEERING & SERVICES, LLP V E S	LUCINDRA CRUTCHER	4810 COMMERCIAL DRIVE HUNTSVILLE, AL 35816-2206
309	Ticknor, Cammy C Computer Cite	CAMMY TICKNOR	4112 Stanley Blvd Pleasanton, CA 94566-6246
310	CORG MANAGEMENT GROUP LLC CORG MANAGEMENT GROUP	VICKEY EVANS	1000 SAINT ANDREWS RD STE D COLUMBIA, SC 29210-3103
311	LOTUS USA INC	PRASAD YALAMANCHI	445 S FIGUEROA ST LOS ANGELES, CA 90071-1602
312	NICKLAUS ENGINEERING, INC.	STACY GUTIERREZ	1851 W 24TH ST STE 101 YUMA, AZ 85364-6104
313	ACO REMODELING & CONSTRUCTION INC.	JANNET CERVANTES	2222 TEXAS AVE EL PASO, TX 79901-2016
314	WINDSOR GROUP LLC	DIEDRE WINDSOR	9658 BALTIMORE AVE STE 300 COLLEGE PARK, MD 20740
315	BABY BIRD ELECTRIC, LLC	STEPHANIE CHIAPPINI	4250 CAMPBELLS RUN RD PITTSBURGH, PA 15205-1306
316	MX CONSTRUCTION, INC.	TIFFANY AMEZCUA	106 NIPOMO, CA 93444-5626
317	GLOBAL QUALITY SOLUTIONS, INC. GQS CONSTRUCTION SERVICES	ADRIANA BLANKENSHIP	7235 BENTLEY ROAD STE 930 JACKSONVILLE, FL 32256
318	LADD SDVWO CONTRACTING LLC	HEATHER LADD	5300 S GREENWOOD ST LITTLETON, CO 80120-1415
319	TECHOPPS INC	ROBIN LAKE	3017 COURTSIDE RD BOWIE, MD 20721-2534
320	INTEGRATED SECURITY TECHNOLOGIES INC.	CHRISTINE LANNING	94-1388 MOANIANI ST STE 204 WAIPAHU, HI 96797-6604
			2 LAWSON AVE UNIT 11

321	CEDAR PARK GROUP INC	SAMANTHA TERLINE	EAST ROCKAWAY, NY 11518-1700
322	JIRACOR LLC	ALMA CORONADO	3275 PROGRESS DR STE A ORLANDO, FL 32826-2932
323	Z SQUARED BUILDERS INC. Z SQUARED CONSTRUCTION	LOURDES MALAEKEH	5039-400 ROBERT J MATHEWS PKWY EL DORADO HILLS, CA 95762-5752
324	Sawyer Services Of Virginia, Inc. Sawyer Services	Clay Mullican	12459 Woodstock Rd Glen Allen, VA 23059-1510
325	VERSATILE BUSINESS SOLUTIONS LLC	COLETTE YOUNGBLOOD	14909 HEALTH CENTER DR. # 226 BOWIE, MD 20716-1091
326	CREMER GLOBAL SERVICES, INCORPORATED	AYLEEN CREMER	2210 BRYAN ST MELBOURNE, FL 32901-5958
327	WITHIN INTERIOR DESIGN, INC. Tazewell Contracting	Heather Robinson	205 N WATER ST ELIZABETH CITY, NC 27909-4417
328	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	2800 EISENHOWER AVE STE 220 ALEXANDRIA, VA 22314-4587
329	REDFEATHER SOLUTIONS LLC	ALYSSA GARCIA	7400 CATFISH CT FALLON, NV 89406-7102
330	MAGADIA CONSULTING, INC.	MAGDALENA GEBREKRISTOS	1734 ELTON RD STE 220 SILVER SPRING, MD 20903-1724
331	INFINITE LLC	AMBER PAYTON	1758 41ST PL SE WASHINGTON, DC 20020-6020
332	MAXIM CONSTRUCTION COMPANY, INC MAXIM ENGINEERING	TANIA TISCHLER	2107 TWISTED OAK LN ALPINE, CA 91901-3080
333	IRMA T BUMPAS T&B PAINTING CO	IRMA BUMPAS	1023 3RD AVE CHULA VISTA, CA 91911-2008
334	FORD INDUSTRIES INC.	NANCY FORD	986 WEST ATHERTON DRIVE #140 TAYLORSVILLE, UT 84123-6887
335	HOPE CAPITAL LLC VERTICAL IDENTITY BACKGROUND SCREENING & DRUG TESTING	SARAH HOPE	2039 S MILL AVE STE E TEMPE, AZ 85282-2137
336	PRESTIGE DEVELOPMENT SERVICES INC	CLAUDIA FITZPATRICK	2504 RAEFORD RD STE 202 FAYETTEVILLE, NC 28305-5135
337	ELECTROSOFT SERVICES INC	SARBARI GUPTA	1893 METRO CENTER DR STE 228 RESTON, VA 20190-5298
338	ROCK CREEK BUSINESS SYSTEMS LLC	MICHELLE WILSON	9313 BELLS MILL RD POTOMAC, MD 20854-2218
339	VANGUARD PACIFIC, LLC	SYDNEY CODY	7520 STANDISH PL STE 280 ROCKVILLE, MD 20855-2853
			2211 S MILITARY HWY

340	SDC CONTRACTING INC	JENNIFER STRICKLAND	CHESAPEAKE, VA 23320-5987
341	SOBIS, INC.	SONYA FORD	11812 ARBOR GLEN DR FREDERICKSBURG, VA 22407-8549
342	CINTEOT INC.	MATT JENSEN	2787 OLD STABLE LN BLDG 3-1317 FORT BRAGG, NC 28310-0001
343	NETWORK RUNNERS INC	MANOJ BHATIA	16302 HUNTER PL LEESBURG, VA 20176-7829
344	MASTER BUILDER CONSTRUCTORS INC	MARCELLA SUMTER	6813 BLUFF RD HOPKINS, SC 29061-9045
345	INTELLECTUAL CONCEPTS, LLC	DELOIS BABIKER	3301 BUCKEYE RD STE 520 ATLANTA, GA 30341-4236
346	TRIGENT SOLUTIONS INC.	VINITA NEGI	14801 MURDOCK ST STE 120-A CHANTILLY, VA 20151-1037
347	BRUCE'S ELECTRIC, INC	BARBARA WALKER	7447 BEATLINE RD LONG BEACH, MS 39560-8802
348	LEAD TRAINING LLC	STARLA HALCOMB	3016 W SHILOH CREEK AVE STILLWATER, OK 74074-1881
349	NEW WEST ELECTRIC, INC.	LENORE FRAGA	1152 MISSOURI ST SAN DIEGO, CA 92109-2659
350	CIERRA GROUP INC.	JENNIFER CIERRA GOMEZ	2815 HARTLAND RD STE 320 FALLS CHURCH, VA 22043-3548
351	SBH SERVICES, INC.	SHARON ATHAS COTE	1577 C ST STE 106 ANCHORAGE, AK 99501-5127
352	Kenmar General Contracting, L.L.C. Kenmar FedGov Staffing	Vicki Marino	463 Avenida Juan Ponce de Leon Ste 303 San Juan, PR 00917-0000
353	D&S INTERNATIONAL, LLC	MARLENE CAMAN	5004 BRIGHTON AVE KANSAS CITY, MO 64130-3109
354	OSPREY ADVANTAGE SOLUTIONS LLC	MARIA CARO	133 RIVER RUN QUEENSTOWN, MD 21658-1642
355	AMERICAN ORTHOTIC AND PROSTHETIC CENTER, INC. CMG Contracting	Cynthia D Smith	1521 Technology Dr Chesapeake, VA 23320-5999
356	G.M. HILL ENGINEERING, INC.	GINA HILL	1026 KING ST STE D ALEXANDRIA, VA 22314-2961
357	RONIELLE HOWARD & ASSOCIATES, LLC	RONIELLE HOWARD	2796 E 1240 S ST GEORGE, UT 84790-8672
358	MV7 INC	JACQUELINE MATTIACCIO	13123 W LINEBAUGH AVE 101 TAMPA, FL 33626-4495
359	GRIMMER TECHNOLOGY & OPERATIONS INC	MARIE GRIMMER	4662 DOWER DR ELLICOTT CITY, MD 21043-6411

360	SPEARS CONSTRUCTION GROUP, INC.	KAREN SPEARS	7688 SW JACK JAMES DR STUART, FL 34997-7239
361	GOLDWINGS SUPPLY SERVICE, INC.	LIA HUNT	521 ALA MOANA BLVD STE M-326 HONOLULU, HI 96813-4913
362	MAC GC-ELECTRIC INC	ARAUNAUD TEO	10439 ROSELLE ST SAN DIEGO, CA 92121-1544
363	G.M. HILL ENGINEERING, INC.	GINA HILL	283 CONSTITUTION DR SUITE 903 VIRGINIA BEACH, VA 23462-6722
364	NV SERVICES LLC	NEYSSA VARELA	CALLE ISABEL LA CATOLICA A 25 MANSIONES REALES GUAYNABO, PR 00969
365	KLB ENTERPRISES	LYDIA WILSON	6018 PAHRMANN PL NW BREMERTON, WA 98311-7027
366	Pivotal Point, LLC	Dokmai Webster	521 C St Quantico, VA 22134-3438
367	CANFIELD CONSULTING GROUP, LLC CANFIELD CYBERDEFENSE GROUP	ROSY CANFIELD	4104 ALFALFA TER STE 1 OLNEY, MD 20832-2962
368	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	198 PALOMA MESA RD ANTHONY, NM 88021-8640
369	WELCH COMPANIES INC	DEBBIE WELCH	2447 W 12TH ST SUITE 5 TEMPE, AZ 85281-6936
370	F-CONCEPTS INC	HEE KIM	8421 FALCONE POINTE WAY VIENNA, VA 22182-5321
371	MAKRO CORP	LAURA GONZALEZ	URB VICTOR ROJAS #1 CALLE ARAGON 319 ARECIBO, PR 00612
372	PRO CONSTRUCTION INC	GLORIA CRUZ	ARRIBA CAYEY, PR 00736
373	3KPC INC	SUBEERA SINGH	12203 LAKE JAMES DR HERNDON, VA 20171-2010
374	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	505 ELLICOTT ST STE 100 BUFFALO, NY 14203-1518
375	E & P PROPERTIES & INVESTMENTS LLC	LINDA EDWARDS	136 NEW COLONY CT LEXINGTON, SC 29073-7107
376	TLI CONSTRUCTION, INC.	CYNTHIA LINCICOME	7900 E UNION AVE STE 1100 DENVER, CO 80237-2746
377	HD INC	JANET HURLEY	3116 E LYNDALE AVE HELENA, MT 59601-6445
	G2I LLC		3535 PRINCETON DR NE

378	G2I CONSTRUCTION	EMILE GONZALES	ALBUQUERQUE, NM 87107-4213
379	CSF TECHNOLOGIES INC.	LAURETTE GIBBS	2490 ZUNI RD SAINT CLOUD, FL 34771-7802
380	GIDGET SANNAR SANNAR ENTERPRISES	GIDGET SANNAR	512 W COOK ST LEWISTOWN, MT 59457-3332
381	J'S ASSOCIATES, LLC	JUANITA KEEHN	10375 SOUTHERN MARYLAND BLVD STE 16B DUNKIRK, MD 20754-3059
382	ARIELLE MANAGEMENT GROUP, LLC	ALONIA OGLETREE	5331 PRIMROSE LAKE CIR STE 105 TAMPA, FL 33647-3764
383	MERCOM, INCORPORATED MERCOM CORPORATION	DUSTIN FUGETT	1067 PETIGRU DR PAWLEYS ISLAND, SC 29585
384	B & P ENTERPRISES OF AVOYELLES PARISH	RENA HARRELL	250 BLUEBIRD LN MARKSVILLE, LA 71351-3404
385	GCJ INC	GINGER SEPULVEDA	343 E MAIN ST STE 710 STOCKTON, CA 95202-2977
386	PARAGONSUN	CORI LARSEN	7545 IRVINE CENTER DR STE 200 IRVINE, CA 92618-2933
387	QLED LIGHTING LLC QUALED LIGHTING	GEORGIA CIFELLI	4602 E ELWOOD ST STE 13 PHOENIX, AZ 85040-1960
388	VET CON LLC	KAREN MACKENZIE	609 N ENCINA ST VISALIA, CA 93291-3603
389	EXCELOUS, LLC	KAREN SWAIN	2678 TELFAIR DRIVE SMYRNA, GA 30080
390	ATWOOD HAY INCORPORATED	GLENDA HAY	321 ALTA VISTA AVE ROSEVILLE, CA 95678-1701
391	SILER EXCAVATING, LLC	TAMMY SILER	208 LAKES BLVD LAKE PARK, GA 31636-5006
392	LINDSAY COMPANY	ROSALYN LINDSAY	3217 MARTIN LUTHER KING JR AVE SE FL 2 WASHINGTON, DC 20032-1539
393	LUNATEK, LLC	SHANDRA VESTAL	2420 ALAMO AVE SE STE 104 ALBUQUERQUE, NM 87106-3217
394	BZ DEFENSE LLC BZ TACTICAL	ZIV BEN-TZOUR	1855 1ST AVE STE 103 SAN DIEGO, CA 92101-2650
395	J CAYE PREMIER DINING INC	JENNA NORWOOD	302 SYDNOR ST HOUSTON, TX 77020-6043
396	BLACKBAR ENGINEERING, LLC	CALLIE GROTH	1048 E FRY BLVD, STE G SIERRA VISTA, AZ 85635-2683

397	KINGZ LLC	GINGER TURNBULL	13631 CHESTNUT RIDGE CT HAYMARKET, VA 20169-2471
398	RAE CONSTRUCTION, LLC	AMY PETCOVIC	11606 W LEVI DR AVONDALE, AZ 85323-5417
399	EVERBEE'S BRIGHT LLC	MICHELE BRIGHT	117 WHOLESALE AVE NE STE 1 HUNTSVILLE, AL 35811-1517
400	HERITAGE SERVICES LLC	LORA RADKE	N9499 COUNTY RD W CAMPBELLSPORT, WI 53010-2840
401	LATITUDE INDUSTRIES LLC	CHANTAL MILAN	974 DOGWOOD RD SNELLVILLE, GA 30078-7703
402	LAKEY INC HOLLIS LAKEY, INC	FELICIA LAKEY	207 E FRANK AVE STE 101 LUFKIN, TX 75901-3058
403	GREEN OFFICE FURNITURE SOLUTIONS, LLC GOFS SUPPLY	HALEEMA SHAFEEK	1709 DIVIDEND DR COLUMBUS, OH 43228-3899
404	S&B CHRIST CONSULTING, LLC	TAMARA OLSON	1259 LAKE PLAZA DR STE 280 COLORADO SPRINGS, CO 80906-3504
405	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	1001 MOLALLA AVE STE 207 OREGON CITY, OR 97045-3768
406	CLEAR GLOBAL SOLUTIONS LLC CGS	LORI JANSEN	101 WHITNEY BAY WINDSOR, CO 80550-6156
407	BLOOMSBURIE LLC BLOOMSBURIE	KINHA LESTER	3542 N UTAH ST ARLINGTON, VA 22207-4444
408	ENTEGRITY CONSULTING GROUP, LLC	KIMBERLY DICKERSON	6680 POE AVE STE 400 DAYTON, OH 45414-2855
409	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202
410	ITNOVA, LLC	SANDRA SELDES	808 LANDMARK DR STE 229 GLEN BURNIE, MD 21061-4985
411	ACCENTZ, INC. AMPLIDYNE	FARHA KHAN	6695 S QUEMOY CIR AURORA, CO 80016-2686
412	SILOTECH GROUP, INC SILOTECH ACADEMY	TIFFANY TREMONT	18918 RIDGEWOOD PKWY SAN ANTONIO, TX 78259
413	BEJARANO CONSTRUCTION SERVICES INC	IRENE BEJARANO HATFIELD	9330 CORPORATE DR STE 409 SELMA, TX 78154-1254
414	VANGUARD PACIFIC LLC	SYDNEY CODY	2207 GARNET AVE STE N SAN DIEGO, CA 92109-3713
415	EACM CORP	SOLANGIE ARROYO	1070 OCEAN AVE SEA BRIGHT, NJ 07760-4102

416	APOSTLE CONSTRUCTION ENTERPRISES, LLC	JAMIE ROSSLER	2129 WOODCREST DR CORPUS CHRISTI, TX 78418-5317
417	IDRIL SERVICES CORPORATION	LAKSHMI BALUSU	172 PROSPECT PL ALPHARETTA, GA 30005-5453
418	ATWOOD HAY	GLENDA HAY	2566 CARTWRIGHT RD HONOLULU, HI 96815-3709
419	LADANCO, L.L.C. LADANCO PLUMBING	LAURA NEUBERT	5505 GREENWOOD ROAD SHREVEPORT, LA 71109-5411
420	Bernexis Construction & Development LLC	Pamela Jones-Smith	918 Old Bainbridge Rd Tallahassee, FL 32303-6043
421	DIVERSE SOLUTIONS GROUP INC	GLORIA FORUS	1751 PINNACLE DR STE 600 MC LEAN, VA 22102-4007
422	INNOVATIVE PERFORMANCE CONSTRUCTION CO LLC	VERA HALL	13370 HIGHWAY 61 FAYETTE, MS 39069-4897
423	SYLVER RAIN CONSULTING LLC	LATOYA WHITE	1120 CONNECTICUT AVE NW STE 421 WASHINGTON, DC 20036-3953
424	ACCESS GENERAL CONTRACTING INC	ELIZABETH TENE	357 N SHERIDAN ST STE 100 CORONA, CA 92880-2038
425	MAC GC-ELECTRIC, INC.	ARAUNAUD TEO	10439 ROSELLE ST STE A SAN DIEGO, CA 92121-1544
426	Outside The Box, Llc	Candice Somerville	609 Bartow St Ste A Nashville, GA 31639-2414
427	LOCKHIT LLC	NANCY MENDEZ	1184 NE 91ST TER MIAMI SHORES, FL 33138-3404
428	AYUDA COMPANIES	MARIA VELEZ	410 ACOMA ST STE A DENVER, CO 80204-5106
429	STONEWOOD LABS LLC	PATRICIA BROOME	7802 BOYCE ST. FORT MEADE, MD 20755
430	KENMAR GENERAL CONTRACTING, L.L.C.	VICKI MARINO	1007 TRUMAN AVE KEY WEST, FL 33040-3386
431	GREEN WORLD CONTRACTING CORP.	HENRIETTA O'BRIEN	67 RIVER AVE NATRONA HEIGHTS, PA 15065-2609
432	ADAPT CONSULTING , LLC	LISA LOWERY	17645 E OLD CHERRY RD DEWEY, AZ 86327-7315
433	SOUTH SWELL TECHNOLOGY SOLUTIONS, LLC	REBECCA AKST	3121 DRISCOLL DR SAN DIEGO, CA 92117-4419
434	DPS GROUP, LLC	DONNA DAVIS STOKES	306 N PINE ST WETUMPKA, AL 36092-2209
			124 ELECTRONICS CIR SW

435	RONIN INTERNATIONAL LLC	VIVIAN RUTHERFORD	HUNTSVILLE, AL 35824-2203
436	SAMM ENTERPRISES INC SAMM ELECTRIC	MELANIE ADAMS	1358 COUNTY HIGHWAY 147 W LAUREL HILL, FL 32567-3201
437	INDICIUM TECHNOLOGIES INC. INNOVATIVE SOLUTIONS TECHNOLOGY	JAMILA JONES	1528 WINCHESTER AVE APT 2 MARTINSBURG, WV 25405-5025
438	BETHEL ELECTRICAL CONSTRUCTION CO OF MARYLAND LLC	STEPHANIE SWEET	502 MCCORMICK DRIVE SUIT C GLEN BURNIE, MD 21061-3207

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	CARVERBETH, LLC	MELISSA BULLUCK	10 WALLACE AVE STE 111 LURAY, VA 22835-9069
2	FORREST CONSTRUCTION, INC.	MEREDITH FORREST	306 DURDEN ST VIDALIA, GA 30474-4606
3	EVERBEE'S BRIGHT LLC	MICHELE BRIGHT	117 WHOLESALE AVE NE STE 1 HUNTSVILLE, AL 35811-1517
4	GCJ INC	GINGER SEPULVEDA	343 E MAIN ST STE 710 STOCKTON, CA 95202-2977
5	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	2950 NEILSON WAY UNIT 507 SANTA MONICA, CA 90405-5364
6	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	400 E 67TH ST STE 6D NEW YORK, NY 10065-6326
7	MASTER BUILDER CONSTRUCTORS INC	MARCELLA SUMTER	6813 BLUFF RD HOPKINS, SC 29061-9045
8	EMMATY, INC	MADELINE CABRERA	31 GRANITE ST STE 6 MILFORD, MA 01757-1695
9	HORIZON SOLUTION CO	JESSICA DERENBURGER	311 ADAMS ST RAEFORD, NC 28376-2701
10	DOLIVEIRA SYSTEMS LLC	JAMIE DOLIVEIRA	1237 PENN AVE STE 200 HOLLSOPPLE, PA 15935-7348
11	RITZ CONSTRUCTION, INC. RITZ CONSTRUCTION	NICHOLAS RITZER	550 HIGHLAND ST # 215D FREDERICK, MD 21701-5756
12	KRIAANET INC	SHAILENDRA JAIN	722 E. MARKET ST. SUITE 102 OFC A29 LEESBURG, VA 20176-3375
13	ADAPT CONSULTING , LLC	LISA LOWERY	17645 E OLD CHERRY RD DEWEY, AZ 86327-7315
14	SDC CONTRACTING INC	JENNIFER STRICKLAND	2211 S MILITARY HWY CHESAPEAKE, VA 23320-5987
15	HUMAN CAPITAL RESOURCES AND CONCEPTS INC HCRC	MARNICE MILLER	403 3RD ST SW WINTER HAVEN, FL 33880-3412
16	NATIVE STAR GROUP INC	MATTIE JEFFRIES	17406 E 425 RD JAY, OK 74346-3735
17	W & P LLC	PORTIA PEARSON	6242 U S HIGHWAY 98 STE 60 HATTIESBURG, MS 39402-8137
18	SOUTH ALABAMA CONTRACTING LLC	TRACY SIMPLER	1801 LINDSEY BRIDGE RD ANDALUSIA, AL 36420-8839
			745 W 4th St Ste 230B

19	Ashford International LLC	Susan Schmidt	Anchorage, AK 99501-2139
20	LINDSAY COMPANY	ROSALYN LINDSAY	3217 MARTIN LUTHER KING JR AVE SE FL 2 WASHINGTON, DC 20032-1539
21	INTEGRIWARD, LLC	DIANA DAVIS	4203 GARDENDALE ST STE 210C SAN ANTONIO, TX 78229-2202
22	ACTIVE ENERGY SERVICES LLC	RICH EVERETT	614 N SPRING ST CLARKSVILLE, TN 37040-3142
23	GMC TEK LLC	KOMAL DHARIA	8569 SUDLEY RD STE C MANASSAS, VA 20110-3863
24	AVENUE PLANNERS CORP	CASSANDRA CONTRERAS	813 N MAIN ST STE 205 MCALLEN, TX 78501-0103
25	ALAMO CITY CONSTRUCTORS	KIMBERLY ALEXANDER	201 E 1ST ST STE B DOUGLAS, AZ 85607-3101
26	LADD SDVWO CONTRACTING LLC	HEATHER LADD	5300 S GREENWOOD ST LITTLETON, CO 80120-1415
27	ALR DIVERSIFIED SUPPLY CHAIN MANAGEMENT LLC	LAURIE LINTON	3290 GENESEE ST BUFFALO, NY 14225-5053
28	CINTEOT INC.	MATT JENSEN	2787 OLD STABLE LN BLDG 3-1317 FORT BRAGG, NC 28310-0001
29	OUTSIDE BOX LLC	CANDICE SOMERVILLE	1428 FLOYD AVE RICHMOND, VA 23220-4618
30	EL PASO JAG INC JAG ELECTRICAL CONTRACTORS	ALEX CASTRO	3750 DURAZNO AVE EL PASO, TX 79905-1302
31	ENCORE ASSOCIATES, LLC	MELBA TAYLOR	4004 VOLTA AVE STE B BRENTWOOD, MD 20722-1460
32	GEOTHERMAL SOLUTIONS LLC	TAMMY HOLT	311 DEVIN DR LAWRENCEBURG, TN 38464-4500
33	PRODIGY CONTRACTING, LLC	ARIANNA PLASTER	W746 COUNTY ROAD VV SEYMOUR, WI 54165-7828
34	G1 CONSTRUCTION, INC.	TORRI GALAVIZ	976 BRADY AVE NW SUITE 100 ATLANTA, GA 30318-5699
35	TRIUNE SOLUTIONS, LLC	TERESA GILCHRIST	105 WAYNE PLACE SE UNIT 4 WASHINGTON, DC 20032-6105
36	MONITOR CONSTRUCTION CO INC	LEIGH WALKER-HARDT	8 OLD HIGHWAY LN SONOITA, AZ 85637
37	FMS PROVIDER LLC	LAURA SAPIR	2276 SW 183RD TER MIRAMAR, FL 33029-5253
38	FOUR WINDS MECHANICAL HTC/AC INC. FOUR WINDS MECHANICAL	CHAULING ARMIJO	8915 ADAMS ST NE STE B ALBUQUERQUE, NM 87113-2714

39	LUNATEK, LLC	SHANDRA VESTAL	2420 ALAMO AVE SE STE 104 ALBUQUERQUE, NM 87106-3217
40	INSTALLATION SERVICES LLC	GORDON WILSON	311 CENTRAL RD STE 201 FREDERICKSBURG, VA 22401-7007
41	LUSA ASSOCIATES INC	CELESTE BENNETT	831 ROYAL GORGE BLVD STE 312 CANON CITY, CO 81212-6709
42	DIVERSE SOLUTIONS GROUP INC	GLORIA FORUS	1751 PINNACLE DR STE 600 MC LEAN, VA 22102-4007
43	GIDEON USA ARIZONA LLC Gideon USA	Jade C. Sheppard	500 N Garden Ave Ste S2A Sierra Vista, AZ 85635-3857
44	FIBER BUSINESS SOLUTIONS GROUP INC G FORCE	ENNIO BRUNO	3019 W GERMANTOWN PIKE NORRISTOWN, PA 19403-1002
45	FEDERAL LOGISTIC SERVICES, LLC	MOLLY SQUIRES	906 E JACKSON ST THOMASVILLE, GA 31792-4773
46	ASHFORD INTERNATIONAL LLC	STEVE DAVIS	2803 FRUITVILLE RD STE 125 SARASOTA, FL 34237-5367
47	Gideon Contracting Limited Liability Company Gideon USA	Jade C Sheppard	6015 Chester Cir Ste 213 Jacksonville, FL 32217-2277
48	FEDSCALE INC.	TEENA SIROHI	1 N BROAD ST STE B LURAY, VA 22835-1147
49	VET CON LLC	KAREN MACKENZIE	609 N ENCINA ST VISALIA, CA 93291-3603
50	SHIVAN TECHNOLOGIES, INC	BHANUREKHA BATHULA	208 SOUTH KING ST SUITE 301A LEESBURG, VA 20175
51	ALAMO CITY CONSTRUCTORS, INC.	KIMBERLY Alexander	2530 Meridian Pkwy Ste 3160 Durham, NC 27713-5272
52	BZ DEFENSE LLC BZ TACTICAL	ZIV BEN-TZOUR	1855 1ST AVE STE 103 SAN DIEGO, CA 92101-2650
53	INNOVATIVE SOLUTIONS UNLIMITED, L.L.C.	JENNIFER BARBARITS	1862 SHYVILLE RD PIKETON, OH 45661-9749
54	APOSTLE CONSTRUCTION ENTERPRISES, LLC	JAMIE ROSSLER	2129 WOODCREST DR CORPUS CHRISTI, TX 78418-5317
55	SBH SERVICES, INC.	SHARON ATHAS COTE	21705 CREEKSIDE DR WILLOW, AK 99688
56	AJ COMMERCIAL SERVICES INC	RAFALITA AVALOS	372 FULLERTON AVE STE 17 NEWBURGH, NY 12550-3740

57	B & P ENTERPRISES OF AVOYELLES PARISH	RENA HARRELL	250 BLUEBIRD LN MARKSVILLE, LA 71351-3404
58	DAY BUILD AND DESIGN LIMITED LIABILITY COMPANY	DANA DAY	2941 E 28TH ST TULSA, OK 74114-5715
59	PROGRESSIVE INDUSTRIES, INC.	VALERIE O'DONNELL	4131 W BELMONT CHICAGO, IL 60641-4625
60	Outside The Box, Llc	Candice Somerville	609 Bartow St Ste A Nashville, GA 31639-2414
61	AVCOR CONSTRUCTION LLC AVCOR CONSTRUCTION & CONSULTING	AMANDA POWERS	213 W MAIN ST STE 1 HEBER SPRINGS, AR 72543-3038
62	IRMA T BUMPAS T&B PAINTING CO	IRMA BUMPAS	1023 3RD AVE CHULA VISTA, CA 91911-2008
63	MAYHEW TECHNOLOGY SOLUTIONS LLC	MOLLY MAYHEW	1400 S FRETZ AVE STE 135 EDMOND, OK 73003-5783
64	CITI APPROVED ENTERPRISE LLC	INGRID THIBODEAUX	2439 MANHATTAN BLVD STE 5052 HARVEY, LA 70058-5328
65	FLOORING CONTRACTING SERVICES LLC	RANDALL BANKS	111 A CORPORATE PARK E DR LAGRANGE, GA 30241-3680
66	CREMER GLOBAL SERVICES, INCORPORATED	AYLEEN CREMER	2210 BRYAN ST MELBOURNE, FL 32901-5958
67	DAP CONSTRUCTION MANAGEMENT LLC	ALICIA HERNANDEZ	708 W HAZELWOOD ST PHOENIX, AZ 85013-2643
68	SOLAR STEP LLC	LOURDES MARCANO	REPARTO TERESITA U-10 CALLE 20 BAYAMON, PR 00961-8352
69	G2I LLC G2I CONSTRUCTION	EMILE GONZALES	3535 PRINCETON DR NE ALBUQUERQUE, NM 87107-4213
70	ENVICON SERVICES, LLC	YANSI CARRANZA	7826 EASTERN AVE NW STE LL1 WASHINGTON, DC 20012-1329
71	CINTEOT INC.	JOSEPH KELLY	125 ELECTRONICS BLVD SW UNIT B HUNTSVILLE, AL 35824-2212
72	SYLVER RAIN CONSULTING LLC	LATOYA WHITE	1120 CONNECTICUT AVE NW STE 421 WASHINGTON, DC 20036-3953
73	NATIVE AMERICAN TECHNOLOGY CORP	JOHN Williford	1615 TORO CREEK RD MORRO BAY, CA 93442-2953
74	INNOVATIVE PERFORMANCE CONSTRUCTION CO LLC	VERA HALL	13370 HIGHWAY 61 FAYETTE, MS 39069-4897
			255 COOPER AVE STE 100

75	CAPITAL ALLIANCE SOLUTIONS, INC.	MICHELLE MESI	TONAWANDA, NY 14150-6641
76	IAN CORPORATION	JIHYUNG CHONG	1129 ROUTE 15 BARRIGADA, GU 96913-0001
77	WILDFLOWER INTERNATIONAL, LTD.	KIMBERLY DECASTRO	1516 PACHECO ST STE A SANTA FE, NM 87505-4240
78	RAE CONSTRUCTION, LLC	AMY PETCOVIC	11606 W LEVI DR AVONDALE, AZ 85323-5417
79	LACUSONG LEILANI LEIS CONSULTING GROUP	LEILANI LACUSONG	388 W 15TH ST SAN PEDRO, CA 90731-4806
80	SBH SERVICES, INC.	SHARON ATHAS COTE	1577 C ST STE 106 ANCHORAGE, AK 99501-5127
81	ADAPT CONSULTING LLC ADAPT CONSTRUCTION	LISA LOWERY	598 REDWOOD RD LEHI, UT 84045-9603
82	DULANEY CONTRACTING, L.L.C.	LATRINA HUNTER	6801 KENILWORTH AVE STE 300 RIVERDALE, MD 20737-1331
83	LEAD TRAINING LLC	STARLA HALCOMB	3016 W SHILOH CREEK AVE STILLWATER, OK 74074-1881
84	MASSILLON CONSTRUCTION AND SUPPLY LLC MCS	THERESA CARR	1245 RAFF RD SW CANTON, OH 44710
85	MAUKA CONTRACTING, LLC	AMBER STRONG	3084 POIPU RD KOLOA, HI 96756-9573
86	RAND & JONES ENTERPRISES RAND & JONES ENTERPRISES CO INC	JOAN YANG	2225 COMMERCE PARKWAY VIRGINIA BEACH, VA 23454-4347
87	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	5470 S MONROVIA AVE PHOENIX, AZ 85706-2120
88	SOFTACT SOLUTIONS, LLC	MARY ALLISON YOURCHISIN	100 GRACE HOPPER LANE, SUITE 1700 STE 2100 AUGUSTA, GA 30901
89	MAKRO CORP	LAURA GONZALEZ	URB VICTOR ROJAS #1 CALLE ARAGON 319 ARECIBO, PR 00612
90	AJ COMMERCIAL SERVICES, INC. ASC PAVING	RAFALITA AVALOS	6429 CROSSTOWN EXPY SUITE D CORPUS CHRISTI, TX 78417-3418
91	SGI CONSTRUCTION LLC	ANGELA GOMEZ	1124 E GABRILLA DR CASA GRANDE, AZ 85122-6794
92	AJ COMMERCIAL SERVICES, INC.	RAFALITA AVALOS	1716 S SAN MARCOS SUITE 117 SAN ANTONIO, TX 78207-7050
			445 S FIGUEROA ST

93	LOTUS USA INC	PRASAD YALAMANCHI	LOS ANGELES, CA 90071-1602
94	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	198 PALOMA MESA RD ANTHONY, NM 88021-8640
95	UNION PASS CONSTRUCTION, LLC	MARY LUISI	5028 HIGHWAY 26 DUBOIS, WY 82513-9710
96	MORA CONSULTANTS LLC	GNEI MOHIDEEN	365 W 2ND AVE STE 220 ESCONDIDO, CA 92025-4137
97	SOFTACT SOLUTIONS LLC	MARY YOURCHISIN	2555 PAYNE BRANCH RD BLOWING ROCK, NC 28605-9045
98	T.L. STINSON & ASSOCIATES, L.L.C. CUSTOM WINDOW FASHIONS OF ATLANTA	TAMIKA CHURCHILL	36 MACON ST STE 3 MCDONOUGH, GA 30253-3223
99	MERCOM, INCORPORATED MERCOM CORPORATION	DUSTIN FUGETT	1067 PETIGRU DR PAWLEYS ISLAND, SC 29585
100	Mirador Enterprises, Inc.	Yolanda Diaz	4700 Lincoln Rd Ne Ste 120 Albuquerque, NM 87109-2323
101	GRAHAM SERVICES LLC	MELBA GRAHAM	1008 W MAIN ST SMITHVILLE, TN 37166-2507
102	TRIFECTA CONSTRUCTION LLC	COURTNEY LEWIS	6904 KEDRON ST PITTSBURGH, PA 15208-1115
103	AYUDA MANAGEMENT CORPORATION	Jenifer Kwasniewski	505 6 ST STE E MARYSVILLE, CA 95901-5450
104	PATRICIA I ROMERO INC	PATRICIA ROMERO	1248 COOLIDGE AVE NATIONAL CITY, CA 91950-4332
105	H2 IT SOLUTIONS INC	ALICE HAYDEN	2100 N ALAFAYA TRL STE 150 ORLANDO, FL 32826-4710
106	SANTA & CO CORP.	YDARMIE SANTA	PR #2 KM 62.1 BO. CANDELARIA GARROCHALES, PR 00652
107	KBT CONTRACTING CORP	REBECCA TIMMONS	5105 BLANDING BLVD JACKSONVILLE, FL 32210-7839
108	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	2800 EISENHOWER AVE STE 220 ALEXANDRIA, VA 22314-4587
109	SILER EXCAVATING LLC	TAMMY SILER	1217 BUFFALO RD CLAIRFIELD, TN 37715-4331
110	LAKEY INC HOLLIS LAKEY, INC	FELICIA LAKEY	207 E FRANK AVE STE 101 LUFKIN, TX 75901-3058
111	AYUDA COMPANIES	MARIA VELEZ	410 ACOMA ST STE A DENVER, CO 80204-5106
112	SILER EXCAVATING, LLC	TAMMY SILER	208 LAKES BLVD LAKE PARK, GA 31636-5006

113	TEAMGOV, INC.	GEORGE MARTIN	8201 CORPORATE DR STE 620 HYATTSVILLE, MD 20785-2245
114	FILIUS CORPORATION	PATTY JACKSON	310 S 3RD ST STE 201 SAN JOSE, CA 95112-3648
115	DOTZLER CONSTRUCTION INC	ARLENE DOTZLER	216 W WALNUT AVE LOMPOC, CA 93436-6750
116	LADANCO, L.L.C. LADANCO PLUMBING	LAURA NEUBERT	5505 GREENWOOD ROAD SHREVEPORT, LA 71109-5411
117	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	615 BARONNE ST STE 205 NEW ORLEANS, LA 70113-1016
118	OUTSIDE THE BOX, LLC	CANDICE SOMERVILLE	433 EXETER DR BIRMINGHAM, AL 35206-2845
119	ALAMO CITY CONSTRUCTORS, INC.	Kimberly Alexande	3230 REID STE G CORPUS CHRISTI, TX 78411-5101
120	S2TECHNOLOGIES, LLC S2TECH	MARGARET STEIN	111 N 2ND ST SMITHFIELD, NC 27577-3933
121	BC SCHMIDT CONSTRUCTION INC	CARRIE SCHMIDT	411 MAIN ST COLUSA, CA 95932-2453
122	BURMAN CONSTRUCTION, LLC	MARCELA AGUILAR	204 N EUCALYPTUS ST EL PASO, TX 79901-1984
123	J STAR ENTERPRISES INC	JILL COLEMAN	2882 ALLEN ST NEW ORLEANS, LA 70119-1147
124	NORTH FORK ENTERPRISES, LLC	JENNIFER OERTLI	108 N DIVISION ST STE 102 PINEHURST, ID 83850-8719
125	DE LA HOZ BUILDERS INC	HILDA DE LA HOZ	1 N ORANGE ST FELLSMERE, FL 32948-6638
126	ACCESS COMMUNICATIONS GROUP LLC ACCESS COMMUNICATIONSACCESS CONSTRUCTION	ANA ESPINOZA ENRIQUEZ	2017 TEXAS AVE STE 1 EL PASO, TX 79901-1943
127	J STAR ENTERPRISES INC	JILL COLEMAN	2820 W AVENUE O STE B5 TEMPLE, TX 76504-6417
128	BC SCHMIDT CONSTRUCTION, INC	CARRIE A SCHMIDT	1423 EAST 29TH ST TACOMA, WA 98404-4008
129	LALINI ENTERPRISES LLC	LALINI PILLAY	1400 MONTAGUE ST NW WASHINGTON, DC 20011-2870
130	AYUDA MANAGEMENT CORPORATION	MARIA Velez	1601 E 18TH ST STE 367 KANSAS CITY, MO 64108-1680
131	ATHENA CONSTRUCTION GROUP INC	AMBER PEEBLES	17877 OLD TRIANGLE RD TRIANGLE, VA 22172-1252

132	DAP CONSTRUCTION MANAGEMENT, LLC	ALICIA HERNANDEZ	8201 LOCKHEED DR STE 135-B EL PASO, TX 79925-2500
133	AYUDA COMPANIES	MARIA VELEZ	1110 NASA PKWY STE 110 HOUSTON, TX 77058-3310
134	G1 CONSTRUCTION INC	TORRI GALAVIZ	976 BRADY AVE NW STE 100 ATLANTA, GA 30318
135	TARPAN CONSTRUCTION LLC	TRUDY PORET	6756 HIGHWAY 29 COTTONPORT, LA 71327-4228
136	J STAR ENTERPRISES INC	JILL COLEMAN	3123 HWY 83 STE C SONOITA, AZ 85637
137	DAWN INCORPORATED	DAWN OCHMAN	2861 SFERRA AVE NW WARREN, OH 44483
138	ACTIVE ENERGY SERVICES LLC	RICH EVERETT	1300 COLLEGE ST CLARKSVILLE, TN 37040-3326
139	Central Texas Express Metalwork, Llc Express Contracting	Kara Clayton	304 EL PASO ST SAN ANTONIO, TX 78207-5000
140	ZANE NETWORKS, LLC ZANENET	ALEXANDRA JELLERETTE	1133 21ST ST NW STE 200 WASHINGTON, DC 20036-3324
141	VAN DE VOORDE SERVICES LLC	KIMBERLY VAN DE VOORDE	131 CARR AVE COOKEVILLE, TN 38501-7132
142	CORG MANAGEMENT GROUP LLC CORG MANAGEMENT GROUP	VICKEY EVANS	1000 SAINT ANDREWS RD STE D COLUMBIA, SC 29210-3103
143	PITTMAN CONSULTING GROUP, LLC	SHONIA ROACH	1100 PEACHTREE ST NW SUITE 950 ATLANTA, GA 30309
144	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	606 LIBERTY AVE FL 3 PITTSBURGH, PA 15222-2721
145	CINTEOT INC.	CHRISTINA HUNT	77 N 3RD ST STE 101 CHAMBERSBURG, PA 17201-1812
146	LEDAMARK INC	PHYLLIS STEPHENS	977 LOWER HATCHER CREEK RD STANTON, KY 40380-9765
147	AJ COMMERCIAL SERVICES INC ASC PAVING	RAFALITA AVALOS	11860 VISTA DEL SOL DR 103 EL PASO, TX 79936-6128
148	SILOTECH GROUP, INC SILOTECH ACADEMY	TIFFANY TREMONT	18918 RIDGEWOOD PKWY SAN ANTONIO, TX 78259
149	GREEN WORLD CONTRACTING CORP.	HENRIETTA O'BRIEN	67 RIVER AVE NATRONA HEIGHTS, PA 15065-2609

150	ARBOR CORPORATION INC	NIDHI PURI	3112 SPRING HOLLOW CT ANN ARBOR, MI 48105-9217
151	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	4203 WOODCOCK DR STE 265 SAN ANTONIO, TX 78228-1312
152	C & C INTERNATIONAL COMPUTERS & CONSULTANTS, INC. C & C INTERNATIONAL	CECELIA JAMES	3850 N 29 TER STE 106 HOLLYWOOD, FL 33020-1018
153	ASPEN COMMUNICATIONS LLC ASPEN ENGINEERING & CONTRACTING	SHEILA RICHARDSON	7 KIJI DAVA CIR STE A PRESCOTT, AZ 86301-5691
154	STERILE SERVICES CO.	FANIA CARTERS	2700 NEABSCO COMMON PL STE 101 WOODBRIDGE, VA 22191-6767
155	AC LOPEZ CONSTRUCTION, INC.	AMBER LOPEZ	4655 CASS ST STE 300 SAN DIEGO, CA 92109-2811
156	CYNERGY PROFESSIONAL SYSTEMS LLC	CYNTHIA MASON	23187 LA CADENA, STE 102 LAGUNA HILLS, CA 92653-1481
157	GOLDWINGS SUPPLY SERVICE, INC.	LIA HUNT	521 ALA MOANA BLVD STE M-326 HONOLULU, HI 96813-4913
158	SDC CONTRACTING, INC	JENNIFER STRICKLAND	10 GLENLAKE PKWY STE 130 ATLANTA, GA 30328-3495
159	J CAYE PREMIER DINING INC	JENNA NORWOOD	302 SYDNOR ST HOUSTON, TX 77020-6043
160	WHITE BEAR CONSTRUCTION INC	AMANDA HOY	941 COUNTY ROAD 260 ALTURAS, CA 96101-7527
161	NORTH STAR GOVERNMENT SERVICES	SUKI BASRAI	350 10TH AVE STE 1000 SAN DIEGO, CA 92101-8705
162	LUSA ASSOCIATES INC	CELESTE BENNETT	1104 TUSCULUM BLVD STE 306 GREENEVILLE, TN 37745-4091
163	WILDFLOWER INTERNATIONAL, LTD.	KIMBERLY DECASTRO	159 MITCHELL RD OAK RIDGE, TN 37830-7919
164	TOPAZ FEDERAL MARKETPLACE SOLUTIONS LLC	ARETE SPRIO	100 HOLLY HOCK LN STARKVILLE, MS 39759-2467
165	SILER EXCAVATING, LLC	TAMMY SILER	38 NEVINS CT MERRITT ISLAND, FL 32953-4657
166	BLUE TECH INC	SUSAN STONE	4025 HANCOCK ST STE 100 SAN DIEGO, CA 92110-5167
167	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	18 TRACY ST STE A BUFFALO, NY 14201-2350

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	C-CAT INC	KRISTI JOHNSON	1726 W 15TH ST INDIANAPOLIS, IN 46202-2025
2	TOWER COMMUNICATIONS EXPERT LLC 1983	LAURA KALEINIKOVAS	114 SHORE DR BURR RIDGE, IL 60527-5819
3	BEJARANO CONSTRUCTION SERVICES INC	IRENE BEJARANO HATFIELD	9330 CORPORATE DR STE 409 SELMA, TX 78154-1254
4	JACK WAYTE CONSTRUCTION CO., INC.	REGINA BABCOCK	7043 HWY 54 70 N ALAMOGORDO, NM 88310-9138
5	TOTAL ASSET MANAGERS LLC	STEVEN SIMPSON	10 CAMINO VEGA VERDE CORRALES, NM 87048-8529
6	PROJECT IMPLEMENTATION AND MANAGEMENT SERVICES LLC	SEAN MATTHEW	1094 BIRCHWOOD RD WESTON, FL 33327-1817
7	GIDGET SANNAR SANNAR ENTERPRISES	GIDGET SANNAR	512 W COOK ST LEWISTOWN, MT 59457-3332
8	MX Construction, Inc.	Tiffany D Amezcua	555 E Clark Ave Ste D Santa Maria, CA 93455-5237
9	IBEX IT BUSINESS EXPERTS LLC	TRACEY GRACE	3295 RIVER EXCHANGE DR STE 550 NORCROSS, GA 30092-4238
10	JCJ Chavez Construction Incorporated	Marilupe Chavez	1041 W Main St Ste 130 Barstow, CA 92311-2670
11	K3 ENTERPRISES INC	RHONDA KENT	5511 RAMSEY ST STE 100 FAYETTEVILLE, NC 28311-1413
12	ADVANCED CONTROL SYSTEMS, LLC	DEANNE LANDRETH	2540 E FRANKLIN RD MERIDIAN, ID 83642-5822
13	POOLE FIRE PROTECTION, INC.	LAURA POOLE	19910 W 161ST ST OLATHE, KS 66062-2700
14	EMERALD RESOURCE LLC	MICHELLE PERRY	315 10TH AVE N STE 122 NASHVILLE, TN 37203-3461
15	INNOVATIVE SOLUTIONS UNLIMITED, L.L.C.	JENNIFER BARBARITS	1862 SHYVILLE RD PIKETON, OH 45661-9749
16	CANFIELD CONSULTING GROUP, LLC CANFIELD CYBERDEFENSE GROUP	ROSY CANFIELD	4104 ALFALFA TER STE 1 OLNEY, MD 20832-2962
17	CUSTOM IT SERVICES LLC	CHERYL SCHEUERMAN	957 VIA VANNUCCI WAY HENDERSON, NV 89011
18	NORBERG ELECTRIC, INC.	ERIK NORBERG	1589 HIGHPOINT DRIVE ELGIN, IL 60123-9303
19	SERVITECH INC	JIM BARKER	13892 E SMITH DR AURORA, CO 80011-2249

20	JMG CONSTRUCTORS LLC	ANN GRANLEE	3910 NW LAKENESS RD POULSBO, WA 98370-9729
21	F&H DEFENSE TECHNOLOGY, INC.	HILDA OPUNI MENSAH	2497 PORT POTOMAC AVE WOODBRIDGE, VA 22191-3070
22	HUMAN CAPITAL RESOURCES AND CONCEPTS INC HCRC	MARNICE MILLER	403 3RD ST SW WINTER HAVEN, FL 33880-3412
23	H & S COMMERCIAL & INDUSTRIAL SUPPLIES & SERVICES LLC	MONIQUE HENLEY	2122 HAND AVE MOBILE, AL 36612-1720
24	LATITUDE INDUSTRIES LLC	CHANTAL MILAN	974 DOGWOOD RD SNELLVILLE, GA 30078-7703
25	CYNERGY PROFESSIONAL SYSTEMS LLC	CYNTHIA MASON	23187 LA CADENA, STE 102 LAGUNA HILLS, CA 92653-1481
26	INNOVATIVE PERFORMANCE CONSTRUCTION CO LLC	VERA HALL	13370 HIGHWAY 61 FAYETTE, MS 39069-4897
27	JUNO TECHNOLOGIES, INC.	JULIE FERRARO	4542 RUFFNER ST STE 320 SAN DIEGO, CA 92111-2250
28	PERFORMANCE UNDERGROUND UTILITIES LLC	BRANDY PASSMORE	1066 HAMPTON LOCUST GROVE RD LOCUST GROVE, GA 30248-2000
29	WINFIELD LLC	KELLY REEVES	132 INDUSTRIAL BLVD HOUMA, LA 70363-6800
30	DIGITRONICS, INC.	MALA GROVER	505 HUNTMAR PARK DRIVE, SUITE 375 HERNDON, VA 20170-5153
31	CIERRA GROUP INC.	JENNIFER CIERRA GOMEZ	2815 HARTLAND RD STE 320 FALLS CHURCH, VA 22043-3548
32	APOSTLE CONSTRUCTION ENTERPRISES, LLC	JAMIE ROSSLER	2129 WOODCREST DR CORPUS CHRISTI, TX 78418-5317
33	DIVERSIFIED MAINTENANCE SYSTEMS INC	PAMELA BECK	611 W 9560 S STE B SANDY, UT 84070-2598
34	J STAR ENTERPRISES INC	JILL COLEMAN	2820 W AVENUE O STE B5 TEMPLE, TX 76504-6417
35	GOOD2GO, INC.	FRANCES HELLER	2021 FILLMORE ST SAN FRANCISCO, CA 94115-2708
36	BNL, INC.	ELIZABETH MYERS	608 S KING ST STE 102B LEESBURG, VA 20175-3924
37	RK & G CONSTRUCTION, INC.	ROSA KINYON	1533 W BETTERAVIA RD SANTA MARIA, CA 93455-1027
38	INSTALLATION SERVICES LLC	GORDON WILSON	311 CENTRAL RD STE 201 FREDERICKSBURG, VA 22401-7007
	INTEGRATED SECURITY TECHNOLOGIES		94-1388 MOANIANI ST STE 204

39	INC.	CHRISTINE LANNING	WAIPAHU, HI 96797-6604
40	OSPREY ADVANTAGE SOLUTIONS LLC	MARIA CARO	133 RIVER RUN QUEENSTOWN, MD 21658-1642
41	RAND & JONES ENTERPRISES RAND & JONES ENTERPRISES CO INC	JOAN YANG	2225 COMMERCE PARKWAY VIRGINIA BEACH, VA 23454-4347
42	DULANEY CONTRACTING, L.L.C.	LATRINA HUNTER	6801 KENILWORTH AVE STE 300 RIVERDALE, MD 20737-1331
43	RONIELLE HOWARD & ASSOCIATES, LLC	RONIELLE HOWARD	2796 E 1240 S ST GEORGE, UT 84790-8672
44	GLOBAL DIRECT RESOURCES, INC.	ANNE MOONACO	8401 LAKE WORTH RD STE 213 LAKE WORTH, FL 33467-2400
45	Gideon Contracting Limited Liability Company Gideon USA	Jade C Sheppard	6015 Chester Cir Ste 213 Jacksonville, FL 32217-2277
46	BOYD AND WEEKS LLC	SUBRENA TUMBLIN	6065 HILLCROFT ST STE 312 HOUSTON, TX 77081-1005
47	LOGISTICS365 INC	CANDI WINGATE	84640 US HIGHWAY 81 NORFOLK, NE 68701-1013
48	TEAM NETWORK	OTEIA BRUCE	429 W OHIO ST STE 158 CHICAGO, IL 60654-4506
49	FILLMORE CONTRACTS LLC	KIMBERLY KIDD	2330 SCENIC HWY S SNELLVILLE, GA 30078-3115
50	G.M. HILL ENGINEERING, INC.	GINA HILL	1026 KING ST STE D ALEXANDRIA, VA 22314-2961
51	AMP GLOBAL STRATEGIES, LLC A.M. PUGH ASSOCIATES	MARIAN DEANGELIS	90 N PIONEER AVE SHAVERTOWN, PA 18708-1026
52	ACCESS GENERAL CONTRACTING INC	ALBERT TENE	337 W 35TH ST STE M NATIONAL CITY, CA 91950-7918
53	REDFEATHER SOLUTIONS LLC	ALYSSA GARCIA	7400 CATFISH CT FALLON, NV 89406-7102
54	SYSTEM DYNAMICS INTERNATIONAL INCORPORATED S D I	DANA CANTRELL	560 DISCOVERY DR HUNTSVILLE, AL 35806-2810
55	Velocity Network Solutions, LLC	Michelle Layug	2708 Carnation Dr Richardson, TX 75082-4257
56	NATIVE AMERICAN TECHNOLOGY CORP	JOHN Williford	1615 TORO CREEK RD MORRO BAY, CA 93442-2953
57	Design And Quality Electric Inc Electrical	Gerard Jarboe	390 South St Rochester, MI 48307-2240
58	123 AGILE LLC AGILE HELPERS LLC	DEBORAH NORTHERN	9701 APOLLO DR STE 100 LARGO, MD 20774-4785

59	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	72 ROUTE 236 STE 200 KITTERY, ME 03904-6507
60	XALLAX IT SOLUTIONS LLC	IJAZ AHMAD	615 CHARLESTON HEIGHTS LN SUGAR LAND, TX 77479-3484
61	WARREN DEVELOPMENT LLC PRO-VIZION	EBONEY WARREN	4645 NANNIE HELEN BURROUGHS AVE NE STE 20 WASHINGTON, DC 20019-3622
62	COMCO, INC.	VICKI ADKINS	100 S ALTO MESA DR EL PASO, TX 79912-4437
63	CSF TECHNOLOGIES INC.	LAURETTE GIBBS	2490 ZUNI RD SAINT CLOUD, FL 34771-7802
64	BABY BIRD ELECTRIC, LLC	STEPHANIE CHIAPPINI	4250 CAMPBELLS RUN RD PITTSBURGH, PA 15205-1306
65	BC SCHMIDT CONSTRUCTION INC	CARRIE SCHMIDT	411 MAIN ST COLUSA, CA 95932-2453
66	ACTIVE ENERGY SERVICES LLC	RICH EVERETT	614 N SPRING ST CLARKSVILLE, TN 37040-3142
67	BZ DEFENSE LLC BZ TACTICAL	ZIV BEN-TZOUR	1855 1ST AVE STE 103 SAN DIEGO, CA 92101-2650
68	MX CONSTRUCTION, INC.	TIFFANY AMEZCUA	106 NIPOMO, CA 93444-5626
69	RUPRECHT CONSTRUCTION, INC.	KRISTIN RUPRECHT	126 HARSIN LN SANTA MARIA, CA 93455-2633
70	RSL ELECTRIC LLC	LINDSAY ROSS	1922 BRETTON LN YORK, PA 17408-1586
71	ADELAIDE SERVICES LLC	SELENA ALEMAN	118 BROADWAY ST STE 614 SAN ANTONIO, TX 78205-1950
72	ALAMO CITY CONSTRUCTORS, INC.	Kimberly Alexande	3230 REID STE G CORPUS CHRISTI, TX 78411-5101
73	GMC TEK LLC	KOMAL DHARIA	8569 SUDLEY RD STE C MANASSAS, VA 20110-3863
74	SPEARS CONSTRUCTION GROUP, INC.	KAREN SPEARS	7688 SW JACK JAMES DR STUART, FL 34997-7239
75	Empire State Electric Maintenance & Data Corp.	Gloria Gristina	3830 30th St Long Island City, NY 11101-2717
76	CORG MANAGEMENT GROUP LLC CORG MANAGEMENT GROUP	VICKEY EVANS	1000 SAINT ANDREWS RD STE D COLUMBIA, SC 29210-3103
	QLED LIGHTING LLC		4602 E ELWOOD ST STE 13

77	QUALED LIGHTING	GEORGIA CIFELLI	PHOENIX, AZ 85040-1960
78	SOFTACT SOLUTIONS LLC	MARY YOURCHISIN	2555 PAYNE BRANCH RD BLOWING ROCK, NC 28605-9045
79	FRONTIER ELECTRONIC SYSTEMS CORP	MEG O'LAUGHLIN	4500 W 6TH AVE STILLWATER, OK 74074-1522
80	CAPITAL ALLIANCE SOLUTIONS, INC.	MICHELLE MESI	255 COOPER AVE STE 100 TONAWANDA, NY 14150-6641
81	G.M. HILL ENGINEERING, INC.	GINA HILL	125 N BROAD ST STE 211 THOMASVILLE, GA 31792-8140
82	BEST TECH, INC.	KAREN REDLING	1025 SORRENTO DR SAN DIEGO, CA 92107-4140
83	COMMUNICATIONS RESOURCE INC	KIMBERLY LEE	8280 GREENSBORO DR STE 500 MC LEAN, VA 22102-4905
84	VET CON LLC	KAREN MACKENZIE	609 N ENCINA ST VISALIA, CA 93291-3603
85	INNOVATIVE NETWORKING TECHNOLOGY, INC.	SHARAFAT YOUSUFZAI	5109 LEESBURG PIKE STE 208C FALLS CHURCH, VA 22041-3208
86	VECTOR UTILITIES LLC	GRISELDA GAYTAN	8501 SAN GABRIEL DR LAREDO, TX 78045-8712
87	QUALITY CONTRACTING, INC.	JODI HAMBRICK	804 INDUSTRIAL AVE STE B CHESAPEAKE, VA 23324-2617
88	SERVIAM CONSTRUCTION LLC	JAYME RHODES	2304 BROAD AVE ALTOONA, PA 16601-1938
89	GIDEON USA ARIZONA LLC Gideon USA	Jade C. Sheppard	500 N Garden Ave Ste S2A Sierra Vista, AZ 85635-3857
90	Cybergear, Inc.	Danette Carnahan	8224 Lake Front Dr Show Low, AZ 85901-0000
91	TECHNION CONTRACTORS TCI, INC.	FRAN AMKRAUT	7618 JELLICO AVE NORTHRIDGE, CA 91325-4509
92	NEW CENTURY TECHNOLOGIES INC	LYNN XA	4225 EXECUTIVE SQ STE 600 LA JOLLA, CA 92037-1484
93	STRATEGIC COMMUNICATIONS LLC	STELLA MILLS	310 EVERGREEN RD STE 100 LOUISVILLE, KY 40243-1179
94	DAP CONSTRUCTION MANAGEMENT LLC	ALICIA HERNANDEZ	708 W HAZELWOOD ST PHOENIX, AZ 85013-2643
95	GREEN WORLD CONTRACTING CORP.	HENRIETTA O'BRIEN	67 RIVER AVE NATRONA HEIGHTS, PA 15065-2609
96	IP CAMERA SOLUTIONS, LLC HAWKEYE TECHNOLOGIES	JOHN ADAMSKI	2450 FREEDOM PKWY STE 204 CUMMING, GA 30041
			1129 ROUTE 15

97	IAN CORPORATION	JIHYUNG CHONG	BARRIGADA, GU 96913-0001
98	BRUCE'S ELECTRIC, INC	BARBARA WALKER	7447 BEATLINE RD LONG BEACH, MS 39560-8802
99	EXCELOUS, LLC	KAREN SWAIN	2678 TELFAIR DRIVE SMYRNA, GA 30080
100	CARTER FIRE PROTECTION INC INTEGRATED FIRE AND SAFETY	SHELLEY MERRELL	1229 N VENTURA AVE VENTURA, CA 93001-1707
101	KENMAR GENERAL CONTRACTING, L.L.C.	VICKI MARINO	1007 TRUMAN AVE KEY WEST, FL 33040-3386
102	JEM COMPUTERS, INC. JEM TECH GROUP	JAMI MOORE	23537 LAKEPOINTE DR CLINTON TOWNSHIP, MI 48036-3323
103	Accel Solutions LLC	Kimberly Frierson	6401 CALEB CT ALEXANDRIA, VA 22315-3732
104	AC LOPEZ CONSTRUCTION, INC.	AMBER LOPEZ	4655 CASS ST STE 300 SAN DIEGO, CA 92109-2811
105	POWER INNOVATIONS INC	KIMBERLY KELLY	2725 WALNUT ST MCKEESPORT, PA 15132-7066
106	LACUSONG LEILANI LEIS CONSULTING GROUP	LEILANI LACUSONG	388 W 15TH ST SAN PEDRO, CA 90731-4806
107	JESSCO CONSTRUCTION, INC.	MICHAEL VITARELLI	428 CHURCH STREET ATCO, NJ 08004-1538
108	AVENUE PLANNERS CORP	CASSANDRA CONTRERAS	813 N MAIN ST STE 205 MCALLEN, TX 78501-0103
109	STRIBLING ENTERPRISES, LLC	WHITNEY ROBINETTE	124 MEAT PLANT RD SUITE A LEXINGTON, SC 29072
110	H2 IT SOLUTIONS INC	ALICE HAYDEN	2100 N ALAFAYA TRL STE 150 ORLANDO, FL 32826-4710
111	DIVERSIFIED MAINTENANCE SYSTEMS, INC.	KEVIN BECK	611 W 9560 S SANDY, UT 84070-2587
112	LIGHTING SERVICES, INC.	KIM ALLERMAN	9001 DUTTON DR TWINSBURG, OH 44087-1930
113	KERNS CONSTRUCTION, LLC	ASHLEI KERNS	5366 W PECAN RD LAVEEN, AZ 85339-2456
114	NATIONAL TRACKWORK INC	MELANIE MASON	1500 INDUSTRIAL DR ITASCA, IL 60143-1848
115	PELICAN SALES INC.	MIKE FAVREAU	5121 INDUSTRY DR STE 105 MELBOURNE, FL 32940-7199
116	Skyline Infrastructure, LLC	Stephanie Deseranno	119 N Quick St Blissfield, MI 49228-1027
			7012 PEACOCK CT

117	EAC SOLUTIONS GROUP, LLC	JACKIE BURNS	PLAINFIELD, IN 46168-7485
118	VIRTUAL COMPUTING TECHNOLOGY, INC. VIRTUAL COMPUTING TECHNOLOGY	CIGI OAKLEY	380 STEVENS AVENUE, SUITE 213 SOLANA BEACH, CA 92075-2069
119	BLUEGRASS ELECTRICAL CONSULTANTS, INC.	TERRY METCALF	1495 PRODUCTION DR STE B BURLINGTON, KY 41005-9335
120	KAW ENTERPRISES LLC	KRISTIN HORAN	2404 KELLY PL THE VILLAGES, FL 32163
121	YOY INC	SANDRA YOUNG	3906 N SCHREIBER WAY COEUR D ALENE, ID 83815-8395
122	LINK TECH LLC	DEBBIE BANKO	9505 HILLWOOD DR STE 150 LAS VEGAS, NV 89134-0528
123	SHOFAR COMMUNICATIONS LLC SHOFAR	DEANNE MCCUTCHAN	1919 N 2700 W CLEARFIELD, UT 84015-8573
124	VISIONARY ENGINEERING & SERVICES, LLP V E S	LUCINDRA CRUTCHER	4810 COMMERCIAL DRIVE HUNTSVILLE, AL 35816-2206
125	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	232 ANACAPA ST STE 2C SANTA BARBARA, CA 93101-1841
126	A.M. COMMUNICATIONS SOLUTIONS, INC.	MARCY GRAMBO	1 N MAIN ST DOVER, PA 17315-2718
127	UTILITY CONSTRUCTION COMPANY, INC.	Greg Hutchinson	9504 IH 35 N Ste 303-2 San Antonio, TX 78233-6631
128	LUFBURROW AND COMPANY, INC.	HEATHER COUVILLON LUFBURROW	415 PENNINGTON AVE 200 HAVRE DE GRACE, MD 21078-2903
129	ADVANTAGE SCI LLC	WALTER (PETE) LEE	1725 DUKE ST STE 500 ALEXANDRIA, VA 22314-3457
130	MARTINEZ SERVICES, INC. MARTINEZ CONSTRUCTION SERVICES	BREANN JONES	889 4TH ST STE 201 SAN RAFAEL, CA 94901-3287
131	PREMIER SOLUTIONS HI LLC	AMANDA CRABTREE-LOO	600 KAPIOLANI BLVD STE 302 HONOLULU, HI 96813-5140
132	KENMAR GENERAL CONTRACTING, L.L.C.	VICKI MARINO	828 ROYAL ST (REAR) STE 198 NEW ORLEANS, LA 70116-3115
133	ADA CONTRACTING LLC	STEPHANIE INDERLIED	1229 TREEFERN DR VIRGINIA BEACH, VA 23451-6612
134	NETSYNC NETWORK SOLUTIONS, INC.	DIANE GONZALES	2500 W LOOP S STE 410 HOUSTON, TX 77027-4520
135	24/7 FIRE PROTECTION LLC	AMANDA EAGAN	1145 NW 850TH RD ODESSA, MO 64076-8112
			8 OLD HIGHWAY LN

136	MONITOR CONSTRUCTION CO INC	LEIGH WALKER-HARDT	SONOITA, AZ 85637
137	BUCKNER ENERGY LLC	MELISSA BUCKNER	6824 INDUSTRIAL DR STE 103 BELTSVILLE, MD 20705-1274
138	MASTER BUILDER CONSTRUCTORS INC	MARCELLA SUMTER	6813 BLUFF RD HOPKINS, SC 29061-9045
139	LOGISTIX TECHNOLOGIES, INC	REBECCA ROYAL	730 TAZEWELL PIKE LUTTRELL, TN 37779-2028
140	DAY BUILD AND DESIGN LIMITED LIABILITY COMPANY	DANA DAY	2941 E 28TH ST TULSA, OK 74114-5715
141	CAN'T BE BEAT FENCE AND CONSTRUCTION, LLC	MEREDITH ANDERSON	2204 HIGHWAY 53 PERKINSTON, MS 39573-3910
142	DIVERSIFIED MAINTENANCE SYSTEMS, INC.	KEVIN BECK	611 W 9560 S SANDY, UT 84070-2593
143	BECKRICH CONSTRUCTION LLC	RENEE GLENDENNING	11460 BLACK FOREST RD COLORADO SPRINGS, CO 80908-3992
144	COPELAND CONTRACTING COMPANY, INC.	ELSA NIEVES BROWN	1425 UNIVERSAL CITY BLVD # 3 UNIVERSAL CITY, TX 78148-3317
145	TRIUNE SOLUTIONS, LLC	TERESA GILCHRIST	105 WAYNE PLACE SE UNIT 4 WASHINGTON, DC 20032-6105
146	PROPERTY SCOPE, INC.	ANN FANGMAN	324 E MAIN ST UNIT 301 LOUISVILLE, KY 40202-1288
147	FCN INC	ROBERT BROSEY	12501 ARDENNES AVE STE 101 ROCKVILLE, MD 20852-1741
148	MTC CONSTRUCTION LLC	MONIQUE CLARK	101 GREENHILL CIR BROUSSARD, LA 70518-7512
149	JO-KELL INC. ADVANCED TECHNICAL SALES	JOHN KELLY	641 NE 26TH CT POMPANO BEACH, FL 33064-5429
150	INDICIUM TECHNOLOGIES INC. INNOVATIVE SOLUTIONS TECHNOLOGY	JAMILA JONES	1528 WINCHESTER AVE APT 2 MARTINSBURG, WV 25405-5025
151	EAGLE GROUP LLC	DAMARI ORTIZ MARRERO	CARR 1 K51 H2 BO BEATRIZ CIDRA, PR 00739
152	MAYHEW TECHNOLOGY SOLUTIONS LLC	MOLLY MAYHEW	1400 S FRETZ AVE STE 135 EDMOND, OK 73003-5783
153	NEEVSYS INC	NANDINI PATEL	10005 OAKTON CROSSING CT OAKTON, VA 22124-2654
154	MARJIM CORP JEMSTAR CONSTRUCTION	MELISSA SLOANE	4001 N MAIN ST MARION, NY 14505-9501
155	TRANSTECS CORPORATION	GODWIN OPARA	2102 E 21ST ST N WICHITA, KS 67214-1943

156	INFORMATION SYSTEMS SOLUTIONS INC	LINDA HOUK	16305 PROMONTORY CT ROCKVILLE, MD 20853-1341
157	SECURITY WALLS LLC	JUANITA WALLS	130 N MARTINWOOD RD KNOXVILLE, TN 37923-5118
158	CONNEXUS HUB INC	DAN JUNG	14252 CULVER DR STE 257 IRVINE, CA 92604-0317
159	DANU LLC	KATHLEEN MCCAULEY	536 MANOR CIR FOLSOM, PA 19033-3121
160	VEC SOLUTIONS LLC	DEBORAH MORAN	39417 BABIN RD GONZALES, LA 70737-6310
161	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	2950 NEILSON WAY UNIT 507 SANTA MONICA, CA 90405-5364
162	TRINITY OF UTAH, INC Trinity Management Group	ClaraJo Sterner	2679 MIDLAND DR STE 7 OGDEN, UT 84401-3386
163	ALR DIVERSIFIED SUPPLY CHAIN MANAGEMENT LLC	LAURIE LINTON	3290 GENESEE ST BUFFALO, NY 14225-5053
164	TRIGENT SOLUTIONS INC.	VINITA NEGI	14801 MURDOCK ST STE 120-A CHANTILLY, VA 20151-1037
165	MDM MAC ENTERPRISES INC	DENISE MCINTYRE	319 ELMHURST DR WAXHAW, NC 28173-6058
166	Z SQUARED BUILDERS INC. Z SQUARED CONSTRUCTION	LOURDES MALAEKEH	5039-400 ROBERT J MATHEWS PKWY EL DORADO HILLS, CA 95762-5752
167	ELECTROSOFT SERVICES INC	SARBARI GUPTA	1893 METRO CENTER DR STE 228 RESTON, VA 20190-5298
168	WILLIAMSVILLE RESOURCES II INC	MARYJANE LAWRENCE	17711 E STRACK DRIVE #100 SPRING, TX 77379-5215
169	VANGUARD PACIFIC, LLC SENTRY-BOX SERVICES	SYDNEY CODY	14051 COUNTY ROAD 9 FOLEY, AL 36535-8318
170	DPS GROUP, LLC	DONNA DAVIS STOKES	306 N PINE ST WETUMPKA, AL 36092-2209
171	MCP COMPUTER PRODUCTS INC. MILLENNIUM COMPUTER PRODUCTS	RIKKI GHAI	1565 CREEK ST STE 103 SAN MARCOS, CA 92078-2426
172	ALZA ELECTRICAL CORP.	ANTONIO BARRON	13700 GUERRERO DR EL PASO, TX 79928-5642
173	CITIZEN CONTRACTING GROUP LLC	JAMIE BOVENDER	7991 S 266TH EAST AVE BROKEN ARROW, OK 74014-6183
174	A & M ELECTRICAL CONTRACTORS INC	ALESIA KOCUREK	5214 HILLSBOROUGH ST RALEIGH, NC 27606-1363
	ACCENTZ, INC.		6695 S QUEMOY CIR

175	AMPLIDYNE	FARHA KHAN	AURORA, CO 80016-2686
176	NEXAGEN NETWORKS, INC.	RUPAL PARIKH	8998 RT 18 OFFICE 201 OLD BRIDGE, NJ 08857-3360
177	ENTEGRITY CONSULTING GROUP, LLC	KIMBERLY DICKERSON	6680 POE AVE STE 400 DAYTON, OH 45414-2855
178	NICKLAUS ENGINEERING, INC.	STACY GUTIERREZ	1851 W 24TH ST STE 101 YUMA, AZ 85364-6104
179	MAGADIA CONSULTING, INC.	MAGDALENA GEBREKRISTOS	1734 ELTON RD STE 220 SILVER SPRING, MD 20903-1724
180	BC SCHMIDT CONSTRUCTION, INC	CARRIE A SCHMIDT	1423 EAST 29TH ST TACOMA, WA 98404-4008
181	KLB ENTERPRISES	LYDIA WILSON	6018 PAHRMANN PL NW BREMERTON, WA 98311-7027
182	Morgan Electric, Incorporated	Denise N Morgan	1200 Distributors Row Harahan, LA 70123-2214
183	AMALGAMATED SERVICES, INC.	KAREN RIFFICE	21024 S 80TH AVE FRANKFORT, IL 60423-9186
184	NEW ROCK ELECTRICAL COMPANY LLC	CHRISTINA BOYD	7043 DOPPEL LN MOBILE, AL 36695-5702
185	JADAR LOW VOLTAGE INC	ROSEMARIE GODET-SELVEY	2 BEL FLORA RCHO STA MARG, CA 92688-8738
186	ALLIANCE TECHNOLOGY GROUP, LLC	KEN ROLLIN	7010 HI TECH DRIVE HANOVER, MD 21076-1367
187	DMR CONSULTING, INC.	MARY CARMICHAEL	140B PANAMA CITY BEACH, FL 32407-2516
188	JMS ELECTRICAL SERVICES LLC	TREVA SUIT	16151 MANSPEAKER LN GOLDSBORO, MD 21636-1137
189	TEJAS PREMIER BUILDING CONTRACTOR, INC.	JULISSA CARIELO	1811 S LAREDO ST SAN ANTONIO, TX 78207
190	Armitage Architecture, P.C.	Penny Armitage	5011 Gate Pkwy Bldg 100 Jacksonville, FL 32256-0830
191	JAV, INC. JENSEN AUDIO VISUAL	CINDY DAVIS	75 AERO CAMINO STE 103 GOLETA, CA 93117-3195
192	HOME ENGINEERING SERVICES, LLC	SUCRONTAY STANLEY	1080 RAMBLING BROOK RD NASHVILLE, TN 37218-3608
193	COMMAND DECISIONS SYSTEMS & SOLUTIONS, INC. CDS2	BARBARA HENNESSY	21 KIRBY LANE STAFFORD, VA 22554-8517
194	ATWOOD HAY INCORPORATED	GLENDA HAY	321 ALTA VISTA AVE ROSEVILLE, CA 95678-1701

195	AREDI ENTERPRISES, LLC	REBECA DIAZ	1002 W MISSOURI AVE EL PASO, TX 79902-3618
196	CITI APPROVED ENTERPRISE LLC	INGRID THIBODEAUX	2439 MANHATTAN BLVD STE 5052 HARVEY, LA 70058-5328
197	DIVINE IMAGING INC.	KIMBERLY DEVANE	21323 PACIFIC COAST HWY STE 101 MALIBU, CA 90265-5202
198	CHOICE ASSET MANAGEMENT LLC	KELLEY PASCH	6094 S 1150 E SOUTH OGDEN, UT 84405-7119
199	TECHEDGE SOLUTIONS GROUP, LLC	MELISSA WEST	44 MILTON AVE STE 249 ALPHARETTA, GA 30009-1508
200	SAWYER SERVICES INC	CLAY MULLICAN	56851 GRATIOT CHESTERFIELD, MI 48051-1308
201	ASJ CONSTRUCTION LLC	NANCY SANCHEZ	1204 W 3RD LAMPASAS, TX 76550
202	Sawyer Services Of Virginia, Inc. Sawyer Services	Clay Mullican	12459 Woodstock Rd Glen Allen, VA 23059-1510
203	CEDAR PARK GROUP INC	SAMANTHA TERLINE	2 LAWSON AVE UNIT 11 EAST ROCKAWAY, NY 11518-1700
204	NARITO SHEETMETAL & MECHANICAL CORPORATION	DENISE NARITO	94-078 LEOKANE ST WAIPAHU, HI 96797-2259
205	CECIL & CECIL ENTERPRISES, INC. N/A	COREEN CECIL	3741 BUSINESS DR STE 100 SACRAMENTO, CA 95820-2178
206	ASTREA LLC	ALICIA DEPP	212 CROCKETT RD SEAFORD, VA 23696-2566
207	THE PLUMBING SHOP, INC QUICK ACTION MANAGEMENT GROUP	PERIDOT DAVIS	1121 FLAMINGO DR AUSTELL, GA 30168-6109
208	LLC CRIMSYN BAILEY MANAGEMENT & CONSULTING	VERONICA RAYFORD	11 CASH CT NEWNAN, GA 30265-2432
209	WORKNOW LLC	OLGA BUCHONINA	437 W SAN CARLOS ST SAN JOSE, CA 95110-2626
210	CREATIVE MAD SYSTEMS INC	PATRICIA ENSING	733 N MAIN ST ORANGE, CA 92868-1105
211	FLOOR TECH AMERICA INC	KARRIE ROARICK	125 MERCURY CIR POMONA, CA 91768-3211
212	SOFTACT SOLUTIONS, LLC	MARY ALLISON YOURCHISIN	100 GRACE HOPPER LANE, SUITE 1700 STE 2100 AUGUSTA, GA 30901
213	MJAG CONSTRUCTION SERVICES LLC	FELICIA WHITE	10019 S 10TH ST BELLEVUE, NE 68123-4014

214	8-KOI INC	INGA YOUNG	2725 CENTER PLACE MELBOURNE, FL 32940-7106
215	AREA GENERAL CONSTRUCTION INC	ERIKA ERIKA AGUILAR	9843 SOMERSET BLVD BELLFLOWER, CA 90706-3153
216	DANK XPRESS TRUCKING LLC	CARINE DOBY	1919 MILAN SAN ANTONIO, TX 78258-4305
217	THE ELECTRICAL COLLABORATIVE INC	JENNIFER KNIGHT	333 SHOCKLEY RD AUBURN, CA 95603-3638
218	AUTOMATIC DOOR SOLUTIONS LLC AUTOMATIC DOOR SOLUTIONS	EMILY / ANDREW BUMAN	19602 153RD AVE E ORTING, WA 98360-9496
219	IMPULSE ENERGY CONSULTANTS, L.L.C.	Ricky Bufford	116 Bailey Ct Norman, OK 73072-3864
220	DEL RIO ENTERPRISES, INC.	KEVIN GARCIA	4201 ELLISON ST NE ALBUQUERQUE, NM 87109-4503
221	DAWSON'S REALTY & MORTGAGES, INC. DAWSON'S MANAGEMENT	LABRESCIA DAWSON	3775 VENTURE DR BLDG K STE 200 DULUTH, GA 30096-5102
222	Rore, Inc.	GITA MURTHY	5685 Redwood Dr Ste 100 Rohnert Park, CA 94928-2065
223	VAN DE VOORDE SERVICES LLC	KIMBERLY VAN DE VOORDE	131 CARR AVE COOKEVILLE, TN 38501-7132
224	JMC HOMES & GENERAL CONTRACTING, LLC	RHONDA CAGLE	390 RACETRACK RD MCDONOUGH, GA 30252-1022
225	ATWOOD HAY	GLENDA HAY	2566 CARTWRIGHT RD HONOLULU, HI 96815-3709
226	LADD SDVWO CONTRACTING LLC	HEATHER LADD	5300 S GREENWOOD ST LITTLETON, CO 80120-1415
227	SUNAGO SUPPLY CORPORATION	ETTA TUCKER	2914 VILLA LAKE DR POWDER SPRINGS, GA 30127-5049
228	SO CAL COMMUNICATIONS GROUP INC	GUADALUPE LOPEZ	17117 ROSETON AVE STE B ARTESIA, CA 90701-2643
229	CECELIA A BROWN BROWN GROUP, THE	CECELIA BROWN	21362 DOCKSIDE CIR HUNTINGTON BEACH, CA 92646-7218
230	TLI CONSTRUCTION, INC.	CINDY LINCICOME	3610 CENTRAL AVE STE 400 RIVERSIDE, CA 92506-5907
231	JACK WAYTE CONSTRUCTION CO INC	REGINA BABCOCK	1480 FORD ST STE 2 MAUMEE, OH 43537-1731
232	FASMA LLC	Zena Dennis	1605 LIBERTY PKWY NW ATLANTA, GA 30318-9385
233	L2NL, LLC L2NL	CAROL LOWMAN	115 RIVER LANDING DR STE 102 DANIEL ISLAND, SC 29492-8115

234	BCL ENTERPRISES, INC. BCL I T CONSULTING	CHRISTY MILLER	5796 TREESIDE DR LIBERTY TOWNSHIP, OH 45044-8745
235	M.Y. PROFESSIONAL GROUP CORP.	MELINDA RAMOS	URB PASEOS DE CEIBA E14 CALLE ALMENDRA CEIBA, PR 00735
236	SILVER-SMITH DEVELOPMENT, LLC DEVELOPMENT	PAMELA JONES-SMITH	1196 CAPITAL CIR NE STE A TALLAHASSEE, FL 32301-3531
237	ARCHER ELECTRIC LLC.	NIKKI ARCHER	803 E. SCOTT AVE WICHITA FALLS, TX 76301-5914
238	SOBIS, INC.	SONYA FORD	11812 ARBOR GLEN DR FREDERICKSBURG, VA 22407-8549
239	FELLOWS CORPORATE CONSORTIUM LLC	BRENDA FELLOWS	756 BOUNTY DR APT 5602 FOSTER CITY, CA 94404-2679
240	TROFHOLZ TECHNOLOGIES, INC	YVONNE GLENN	5712 BANNOCK RD VIRGINIA BEACH, VA 23462-3904
241	YERKES SOUTH INC	CHRISTINE YERKES	5605 N MACARTHUR BLVD # 10 IRVING, TX 75038-2617
242	WILDFLOWER INTERNATIONAL, LTD.	KIMBERLY DECASTRO	1516 PACHECO ST STE A SANTA FE, NM 87505-4240
243	HOPE CAPITAL LLC VERTICAL IDENTITY BACKGROUND SCREENING & DRUG TESTING	SARAH HOPE	2039 S MILL AVE STE E TEMPE, AZ 85282-2137
244	CHAD PODY CONSTRUCTION COMPANY, L.L.C.	ANGELA PODY	275 GOODGOIN RD RUSTON, LA 71270-8730
245	CM TAYLOR ELECTRICAL CONTRACTORS, INC.	DIXI DURHAM	4195 BODEGA AVE PETALUMA, CA 94952-1201
246	Mirador Enterprises, Inc.	Yolanda Diaz	4700 Lincoln Rd Ne Ste 120 Albuquerque, NM 87109-2323
247	T.L. STINSON & ASSOCIATES, L.L.C. CUSTOM WINDOW FASHIONS OF ATLANTA	TAMIKA CHURCHILL	36 MACON ST STE 3 MCDONOUGH, GA 30253-3223
248	BLACKBAR ENGINEERING, LLC	CALLIE GROTH	1048 E FRY BLVD, STE G SIERRA VISTA, AZ 85635-2683
249	F3 SOLUTIONS, LLC	PARRISH SWEARINGEN	150 OSIGIAN BLVD STE 400 WARNER ROBINS, GA 31088-8969
250	ARELI, INC.	SHERENE CHERIAN	16 A BEL AIR SOUTH PARKWAY STE 102 BEL AIR, MD 21015-6038
251	HIRST ELECTRIC CO	JILL MCELDOWNEY	3522 SCHEELE DR JACKSON, MI 49202-1218
			521 C St

252	Pivotal Point, LLC	Dokmai Webster	Quantico, VA 22134-3438
253	G.M. HILL ENGINEERING, INC.	GINA HILL	283 CONSTITUTION DR SUITE 903 VIRGINIA BEACH, VA 23462-6722
254	NORTHSTAR TECHNOLOGY CORP	FRANCES CHIANG	208 TECHNOLOGY DR STE P IRVINE, CA 92618-2483
255	FUSSELL COMPANY CONTRACTORS, LLC	VICKI PEPPER	310 HIGHWAY 610 WINNSBORO, LA 71295-6952
256	INC. SASSI	ROBBY CARTER	14520 AVION PKWY STE 120 CHANTILLY, VA 20151-1114
257	USmax Corporation	David Pak	8280 Willow Oaks Corporate Dr Ste 610 Fairfax, VA 22031-4518
258	DECORA INC	DENISE OGRADY	70 INDUSTRIAL PARK DR STE 3E WALDORF, MD 20602-3739
259	ROYAL COMMUNICATIONS INTERNATIONAL, INC.	MARGARET LYNCH	3135 COACHMAN CT OCEANSIDE, CA 92056-3602
260	OPTICONCEPTS INC.	CHRIS PONS	925 B OLD LENOIR RD HICKORY, NC 28601-3446
261	KELLY CONSTRUCTION SVCS. INC.	KELLY FISHER	30 POST RD ENFIELD, CT 06082-5624
262	YERKES SOUTH INC.	CHRISTINE YERKES	4799 HINOTE RD CRESTVIEW, FL 32539-4812
263	NATIVE STAR GROUP INC	MATTIE JEFFRIES	17406 E 425 RD JAY, OK 74346-3735
264	MELIORA LLC	Gabriela Herrera	2600 E Seltice Way Post Falls, ID 83854-7991
265	MAXIM CONSTRUCTION COMPANY, INC MAXIM ENGINEERING	TANIA TISCHLER	2107 TWISTED OAK LN ALPINE, CA 91901-3080
266	FIRELAKE CONSTRUCTION INC.	JACKIE S. FOLEY	1868 E 850 RD LECOMPTON, KS 66050-4061
267	FORD INDUSTRIES INC.	NANCY FORD	986 WEST ATHERTON DRIVE #140 TAYLORSVILLE, UT 84123-6887
268	OUTSIDE THE BOX, LLC	CANDICE SOMERVILLE	433 EXETER DR BIRMINGHAM, AL 35206-2845
269	SECURITY RISK MANAGEMENT CONSULTANTS, LLC SRMC	GEN LANPHERE	1057 CANNONADE CT GAHANNA, OH 43230-3860
270	LIVE ELECTRIC INC	HEATHER AVILA	4175 CAMERON ST STE 4 LAS VEGAS, NV 89103-3772

271	PANKO ELECTRICAL & MAINTENANCE, INC.	MICHAEL PANKO	1080 CHENANGO ST STE B BINGHAMTON, NY 13901-1673
272	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202
273	Hybrid Production & Event Services Group Inc. AV Firm, The	Tina Luppino	8127 N Prospect St Niles, IL 60714-2726
274	Kenmar General Contracting, L.L.C. Kenmar FedGov Staffing	Vicki Marino	463 Avenida Juan Ponce de Leon Ste 303 San Juan, PR 00917-0000
275	FRAZIER ENGINEERING, INC.	MICHELLE SHOULTZ	7502 CONNELLEY DR REAR 109 HANOVER, MD 21076-1705
276	SOUTHEAST CHEROKEE CONSTRUCTION INC	LYNN M CARTER	2209 S FORBES RD MONTGOMERY, AL 36110-1503
277	BCL LEASING LIMITED PARTNERSHIP	DANIELLE DETERDING	MILE 1225.5 ALASKA HWY TOK, AK 99780
278	TROFHOLZ TECHNOLOGIES INC	YVONNE PIRE	1014 N MARKET BLVD STE 50 SACRAMENTO, CA 95834-1986
279	BLACK OAK SECURITY	JENA PEOPLES	710 SE GRAND AVE STE 10 PORTLAND, OR 97214-2249
280	ARBOR CORPORATION INC	NIDHI PURI	3112 SPRING HOLLOW CT ANN ARBOR, MI 48105-9217
281	ABHZEEN DESIGN INC	BHAVESH NAIK	34 SCHOOL RD E MARLBORO, NJ 07746-2056
282	BLACKHAWK MANAGEMENT CORPORATION	NATALIE GREGORY	1984 LEWIS TURNER BLVD FORT WALTON BEACH, FL 32547-1255
283	BLUE TECH INC	SUSAN STONE	4025 HANCOCK ST STE 100 SAN DIEGO, CA 92110-5167
284	SG & ASSOCIATES LLC	STEPHANIE GROSS	17545 PATTERSON DR HAGERSTOWN, MD 21740-2052
285	WITHIN INTERIOR DESIGN, INC. Tazewell Contracting	Heather Robinson	205 N WATER ST ELIZABETH CITY, NC 27909-4417
286	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	615 BARONNE ST STE 205 NEW ORLEANS, LA 70113-1016
287	JNV GROUP	VADIM JOHNSON	5018 SIENNA LN SACRAMENTO, CA 95835-2058
288	EDGE TECHNOLOGY DISTRIBUTORS INC	MICHELLE SWEENEY	3650 OCLEON DR TALLAHASSEE, FL 32312-3855
289	BGESH, INCORPORATED	WES HALLIBURTON	222 S MILL AVE # 80030 TEMPE, AZ 85281-2889

290	W. T. DENTON MECHANICAL, INC. DENTON W T MECHANICAL	DONITA DENTON	316 N NORRIS ST CLOVIS, NM 88101-8032
291	G2I LLC G2I CONSTRUCTION	EMILE GONZALES	3535 PRINCETON DR NE ALBUQUERQUE, NM 87107-4213
292	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	2800 EISENHOWER AVE STE 220 ALEXANDRIA, VA 22314-4587
293	ATHENA CONSTRUCTION GROUP, INC.	AMBER PEEBLES	4203 WOODCOCK DR STE 265 SAN ANTONIO, TX 78228-1312
294	CUSTOM MANUFACTURING & ENGINEERING, INC. C M E	FRED MUNRO	3845 GATEWAY CENTRE BLVD STE 360 PINELLAS PARK, FL 33782-6132
295	SILER EXCAVATING LLC	TAMMY SILER	1217 BUFFALO RD CLAIRFIELD, TN 37715-4331
296	BGESH, INCORPORATED	WESTON HALLIBURTON	21943 DIAMOND CHASE SAN ANTONIO, TX 78259-2743
297	ELECTRO SOFT INC	KARLA TROTMAN	113 KEYSTONE DR MONTGOMERYVILLE, PA 18936-9638
298	PELICAN POINT COMMUNICATIONS AND CONSULTANTS LLC	JENNIE GATES	34179 MARINA DR WAGONER, OK 74467-3685
299	A&H INDUSTRIES, LLC	ATOOSA ZAMANIAN	2413 SCHUSTER DR STE C HYATTSVILLE, MD 20781-1122
300	WELCH COMPANIES INC	DEBBIE WELCH	2447 W 12TH ST SUITE 5 TEMPE, AZ 85281-6936
301	SDC CONTRACTING, INC	JENNIFER STRICKLAND	10 GLENLAKE PKWY STE 130 ATLANTA, GA 30328-3495
302	SILOTECH GROUP, INC SILOTECH ACADEMY	TIFFANY TREMONT	18918 RIDGEWOOD PKWY SAN ANTONIO, TX 78259
303	DIVERSE SOLUTIONS GROUP INC	GLORIA FORUS	1751 PINNACLE DR STE 600 MC LEAN, VA 22102-4007
304	AMATEA, LLC	MARINA AMAT	101 DAVIS AVE SW LEESBURG, VA 20175-3437
305	MATLOCK AND ASSOCIATES, LLC	JOHN MATLOCK	3033 WILSON BOULEVARD, SUITE 700, PMB#117 ARLINGTON, VA 22201-3868
306	PATRICIA I ROMERO INC	PATRICIA ROMERO	1248 COOLIDGE AVE NATIONAL CITY, CA 91950-4332
307	FEDERAL LOGISTIC SERVICES, LLC	MOLLY SQUIRES	906 E JACKSON ST THOMASVILLE, GA 31792-4773
308	TSOURCE LLC	BONNIE LILLY	11612 WHITETAIL LN ELLICOTT CITY, MD 21042-1436

309	K2 CORROSION ENGINEERING LLC	KRISTINE MICHELS	5397 E 1700TH AVE WHEELER, IL 62479-2120
310	DIAMOND RIDGE DEVELOPMENT CORPORATION	JEFFREY GREEN	6098 N 57TH AVE GLENDALE, AZ 85301-7762
311	EMBARQ SOLUTIONS, LLC	AALIYAH MUHAMMAD	1227 GOOD HOPE RD SE STE 101 WASHINGTON, DC 20020-6907
312	RITZ CONSTRUCTION, INC. RITZ CONSTRUCTION	NICHOLAS RITZER	550 HIGHLAND ST # 215D FREDERICK, MD 21701-5756
313	TAHAR GROUP LLC, THE	TAMERA MCNEAL	19115 COLONY GROVE LN KATY, TX 77449-7495
314	FOUR WINDS MECHANICAL HTC/AC INC. FOUR WINDS MECHANICAL	CHAULING ARMIJO	8915 ADAMS ST NE STE B ALBUQUERQUE, NM 87113-2714
315	GUARDIAN ZONE, LLC	SHERYL MAAS	4843 COLLEYVILLE BLVD #251-155 COLLEYVILLE, TX 76034-3923
316	TECHOPPS INC	ROBIN LAKE	3017 COURTSIDE RD BOWIE, MD 20721-2534
317	KORNEGAY & ASSOCIATES LLC	KARLA KORNEGAY, MBA	9484 PEP RALLY LN WALDORF, MD 20603-3759
318	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	400 E 67TH ST STE 6D NEW YORK, NY 10065-6326
319	AJ COMMERCIAL SERVICES INC ASC PAVING	RAFALITA AVALOS	11860 VISTA DEL SOL DR 103 EL PASO, TX 79936-6128
320	TBS LLC	YELIZ LAUREANO	1479 ASHFORD AVE. CONDADO DEL MAR A 18 SAN JUAN, PR 00907-1583
321	KAY/LIN ASSOCIATES, LLC	SAMANTHA BURSTON	105 PEARSON ST POTTSTOWN, PA 19465-7574
322	QUEST POWER INTERNATIONAL LLC	PATRICIA ARAUZ-CORROW	118 E. JEFFERSON STREET STE 205 ORLANDO, FL 32801-1841
323	INC A.C.C.I.	RUTH FRITZ	35 BEACHVIEW LN FALLS OF ROUGH, KY 40119-7576
324	PITTMAN CONSULTING GROUP, LLC	SHONIA ROACH	1100 PEACHTREE ST NW SUITE 950 ATLANTA, GA 30309
325	SAGEBRUSH CONSTRUCTION INC	MAGGIE HERNANDEZ	1363 BASELINE ROAD BULLHEAD CITY, AZ 86442
326	MCKENNA BRYTAN INDUSTRIES LLC	DAVID LARSON	13439 VIA ROMA CIR CLERMONT, FL 34711-5355
327	A-ZONE ENVIRONMENTAL SERVICES, LLC	ADRIENNE MORGAN	2181 BERRYVILLE PK CHARLES TOWN, WV 25414-5594

328	R & A ELECTRIC INC	DANIEL RAFTER	710 SYCAMORE DR WEST CHESTER, PA 19380-5922
329	FRAZIER ENGINEERING INC	MICHELLE SHOULTZ	6767 N WICKHAM RD STE 304 MELBOURNE, FL 32940-2025
330	CONNORS - HAAS, INC.	LINDA AYER	6337 DEAN PKWY ONTARIO, NY 14519-8939
331	CM Construction Services Inc	Monique Miron	2353 South Broadway Santa Maria, CA 93454-8806
332	THE ELOCEN GROUP LLC	NECOLE PARKER	1341 H ST NE STE 201-H WASHINGTON, DC 20002-4406
333	LAURUS SYSTEMS INC	LAURA LYNCH	3460 ELLICOTT CENTER DR STE 101 ELLICOTT CITY, MD 21043-4164
334	JERICO TECHNOLOGIES LLC	SELENA HUBBARD	1125 JEFFERSON DAVIS HWY STE 400 FREDERICKSBURG, VA 22401-8449
335	SWEDBERG ELECTRIC INC	JESSICA SWEDBERG	525 BRICKVILLE RD SYCAMORE, IL 60178-1269
336	MRH SUPPLY INC	MARY ROSE HILDEN	26273 SW LABROUSSE RD SHERWOOD, OR 97140-8941
337	GRANGE COUNCIL, LLC GRANGE COMPANY, THE	HOLLY GRANGE	1000 ELWELL FERRY RD COUNCIL, NC 28434-9214
338	KRIAANET INC	SHAILENDRA JAIN	722 E. MARKET ST. SUITE 102 OFC A29 LEESBURG, VA 20176-3375
339	BEYOND MISSION CAPABLE SOLUTIONS LLC	BRENDA CLOUTIER	282 MAIN ST STE 203 SALEM, NH 03079-2761
340	FMS PROVIDER LLC	LAURA SAPIR	2276 SW 183RD TER MIRAMAR, FL 33029-5253
341	D. GILLETTE INDUSTRIAL SERVICE'S INC	DOROTHEA SPENCER	1510 RICHMOND RD EASTON, PA 18040-8430
342	WRIGGLESWORTH ENTERPRISES INC WRIGGLESWORTH ACE HARDWARE	WENDY WRIGGLESWORTH	3516 S COLLEGE RD WILMINGTON, NC 28412-0912
343	ADAPT CONSULTING LLC ADAPT CONSTRUCTION	LISA LOWERY	598 REDWOOD RD LEHI, UT 84045-9603
344	INFINITE LLC	AMBER PAYTON	1758 41ST PL SE WASHINGTON, DC 20020-6020
345	J STAR ENTERPRISES INC	JILL COLEMAN	3123 HWY 83 STE C SONOITA, AZ 85637
			101 N GREENVILLE AVE STE C 18

346	MIKIBA, LLC	PEARL PROMWANRAT	ALLEN, TX 75002-2200
347	TEKGLOBAL LLC	LAURA MUMA	4351 GARDEN CITY DR STE 200 HYATTSVILLE, MD 20785-7225
348	LINDSAY COMPANY	ROSALYN LINDSAY	3217 MARTIN LUTHER KING JR AVE SE FL 2 WASHINGTON, DC 20032-1539
349	HD INC.	Janet M. Hurley	6391 Aviation Circle Loveland, CO 80538-0000
350	PREMIER MECHANICAL PRODUCTS LLC	ASHLEY TUMBERGER	3016 S 24TH ST KANSAS CITY, KS 66106-4707
351	Global Quality Solutions, Inc.	Adriana Blankenship	10623 N Government Way Hayden, ID 83835-7473
352	INNOVATE! INC	LILY THOMAS	819 HIGHWAY 2 STE 223 SANDPOINT, ID 83864-1669
353	CREMER GLOBAL SERVICES, INCORPORATED	AYLEEN CREMER	2210 BRYAN ST MELBOURNE, FL 32901-5958
354	DOTZLER CONSTRUCTION INC	ARLENE DOTZLER	216 W WALNUT AVE LOMPOC, CA 93436-6750
355	VADER ELECTRIC CHICAGO LLC	TIFFANY INGOLIA	145 EASTERN AVE BELLWOOD, IL 60104-1291
356	SOLAR STEP LLC	LOURDES MARCANO	REPARTO TERESITA U-10 CALLE 20 BAYAMON, PR 00961-8352
357	KERBEROS INTERNATIONAL, INC.	DAWN COLE	2109 BIRDCREEK TER TEMPLE, TX 76502-1083
358	Connors - Haas, Inc.	Stanley P Stevens	6337 Dean Pkwy Ontario, NY 14519-8939
359	DYNAMIC SYSTEMS, INC.	MARDI NORMAN	880 N PARK VIEW DR EL SEGUNDO, CA 90245-4914
360	Outside The Box, Llc	Candice Somerville	609 Bartow St Ste A Nashville, GA 31639-2414
361	F2 SYSTEMS, LLC	KRISTINA MCCARY	401 JONES AVE WAYNESBORO, GA 30830-1534
362	RAE CONSTRUCTION, LLC	AMY PETCOVIC	11606 W LEVI DR AVONDALE, AZ 85323-5417
363	BLASCO CONSTRUCTION CORP.	VIVIAN BLASCO	4265 NW 37TH AVE MIAMI, FL 33142-4243
364	CAPITAL SERVICES LLC	VERONICA NIEVES	8TH STREET SECTOR BECHARA LOTE D SAN JUAN, PR 00920
	SHADOWBOX CONSULTING ASSOCIATES		7630 LITTLE RIVER TPKE STE 903

365	LLC	KARYN KORTAN	ANNANDALE, VA 22003-2610
366	KINGZ LLC	GINGER TURNBULL	13631 CHESTNUT RIDGE CT HAYMARKET, VA 20169-2471
367	DIVERSE CONSTRUCTION, INC.	CHRISTI MULKEY	1690 E STATE HIGHWAY 121 LEWISVILLE, TX 75056-4800
368	HD INC	JANET HURLEY	3116 E LYNDALE AVE HELENA, MT 59601-6445
369	LEAD TRAINING LLC	STARLA HALCOMB	3016 W SHILOH CREEK AVE STILLWATER, OK 74074-1881
370	SANTA & CO CORP.	YDARMIE SANTA	PR #2 KM 62.1 BO. CANDELARIA GARROCHALES, PR 00652
371	POINT ROCK SOLUTIONS, LLC	STEPHANIE SPARKS	44224 RIVERPOINT DR LEESBURG, VA 20176-8247
372	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	1001 MOLALLA AVE STE 207 OREGON CITY, OR 97045-3768
373	J G M PROPERTY GROUP, INC.	JOYCE GILL MILASZEWSKI	7747 25 MILE RD SUITE 104 SHELBY TOWNSHIP, MI 48316-1811
374	CINTEOT INC.	MATT JENSEN	2787 OLD STABLE LN BLDG 3-1317 FORT BRAGG, NC 28310-0001
375	SOUTHERN HEIGHTS ENTERPRISES, LLC	TAMIKA BROWN	9130 GOLFVIEW CIR COVINGTON, GA 30014-2832
376	EXPEDITING SUPPORT SERVICES ESS, CORP	WANDA NAZAR	163 WASHINGTON AVE BRENTWOOD, NY 11717-2610
377	ENCORE ASSOCIATES, LLC	MELBA TAYLOR	4004 VOLTA AVE STE B BRENTWOOD, MD 20722-1460
378	NIKING CORPORATION	PENELOPE KING	235 KELLOG ST WAHIAWA, HI 96786-2210
379	THE ESB GROUP, INC.	LARRY BOUNDS	5855 US HIGHWAY 11 SPRINGVILLE, AL 35146-3228
380	HERITAGE SERVICES LLC	LORA RADKE	N9499 COUNTY RD W CAMPBELLSPORT, WI 53010-2840
381	M HOLLAND GROUP LLC	MARILYN DODSON DODSON	14094 BANEBERRY CIR MANASSAS, VA 20112-8857
382	THE COLEMAN GROUP INC	BELINDA COLEMAN	6404 IVY LN STE 310 GREENBELT, MD 20770-1416
383	C2 TACTICAL TRAINING & CONSULTING LLC	DONNA DOUGHERTY	6837 APRIL LN HUNTINGDON, PA 16652-8252
384	X & T ENTERPRISE COMPANY	TAMIEKA AARON	118 VINTAGE PARK BLVD SUITE 410 HOUSTON, TX 77070-4095

385	Bernexis Construction & Development LLC	Pamela Jones-Smith	918 Old Bainbridge Rd Tallahassee, FL 32303-6043
386	ACCURA ENGINEERING AND CONSULTING SERVICES, INC.	PRASHANTHI REDDY	3200 PRESIDENTIAL DR ATLANTA, GA 30340-3910
387	SDC CONTRACTING INC	JENNIFER STRICKLAND	2211 S MILITARY HWY CHESAPEAKE, VA 23320-5987
388	NORTH FORK ENTERPRISES, LLC	JENNIFER OERTLI	108 N DIVISION ST STE 102 PINEHURST, ID 83850-8719
389	NORTH RIVER ELECTRIC, INC.	AMY O'SULLIVAN	294 QUARRY RD ROSEBURG, OR 97470-9453
390	GREEN OFFICE FURNITURE SOLUTIONS, LLC GOFS SUPPLY	HALEEMA SHAFEEK	1709 DIVIDEND DR COLUMBUS, OH 43228-3899
391	SEABROOK SOLUTIONS, LLC	LANG SIMS	620 DISCOVERY DRIVE, BLDG. 2, SUITE 360 HUNTSVILLE, AL 35806-2818
392	ZANE NETWORKS, LLC ZANENET	ALEXANDRA JELLERETTE	1133 21ST ST NW STE 200 WASHINGTON, DC 20036-3324
393	RED HILLS PARTNERS LLC	MELISSA OGLESBY	7805 BRIARCREEK RD N TALLAHASSEE, FL 32312-3661
394	ALL PHASE ELECTRIC & SECURITY TECH, LIMITED LIABILITY COMPANY	LYNDA GALLO	424 ROUTE 46 W STE 1 ROCKAWAY, NJ 07866-3632
395	C & C INTERNATIONAL COMPUTERS & CONSULTANTS, INC. C & C INTERNATIONAL	CECELIA JAMES	3850 N 29 TER STE 106 HOLLYWOOD, FL 33020-1018
396	MAC GC-ELECTRIC, INC.	ARAUNAUD TEO	10439 ROSELLE ST STE A SAN DIEGO, CA 92121-1544
397	SYLVER RAIN CONSULTING LLC	LATOYA WHITE	1120 CONNECTICUT AVE NW STE 421 WASHINGTON, DC 20036-3953
398	SANDLAPPER CONTROLS, INC.	NICOLE KEMPSON	3101 CARLISLE ST STE 101 COLUMBIA, SC 29205-1871
399	VIGIL CONTRACTING INC	SHANNAN VIGIL	2140 PRIEST BRIDGE CT STE 7 CROFTON, MD 21114-2499
400	LM2 CONSTRUCTION AND CONSULTING LLC	LATASHA MCCALL	228 NW EXECUTIVE WAY LEES SUMMIT, MO 64063-1841
401	INSPIRED SOLUTIONS INC	ISABELLA PINA	13168 CENTERPOINTE WAY UNIT 201 OFFICE B WOODBRIDGE, VA 22193-5287
402	RYSE ELECTRIC LLC	Angela Schoenberger	718 PRAIRIE VIEW DR HERCULANEUM, MO 63048-1647
			800 CORPORATE DR STE 301

403	BGESH, INCORPORATED	CHARISSA HALLIBURTON	STAFFORD, VA 22554-4889
404	APPLE 1 ENTERPRISES INC APPLE 1 ENTERPRISES	REBECCA NEISS	9621 CLOVER HILL RD MANASSAS, VA 20110-2753
405	HORIZON CONSTRUCTION GROUP, LLC	CROCKER WALLACE	2154 HILLSHIRE CIR MEMPHIS, TN 38133-6075
406	COX-MORGAN & ASSOCIATES LLC	DONETH MORGAN	1109 WILD AZALEA DR JACKSONVILLE, FL 32221-3101
407	Jack Wayte Construction Co., Inc.	Regina Babcock	99-165 Moanalua Rd Ste 302-B Aiea, HI 96701-4036
408	PRESTIGE DEVELOPMENT SERVICES INC	CLAUDIA FITZPATRICK	2504 RAEFORD RD STE 202 FAYETTEVILLE, NC 28305-5135
409	NATIONAL NATIVE AMERICAN CONSTRUCTION, INC.	REGINA LETTAU	3834 COMMUNITY RD STE 2 BRUNSWICK, GA 31520-2820
410	HUNTER PACIFIC GROUP	CELIA HUNTER	2742 LANING RD SAN DIEGO, CA 92106-6430
411	DOLIVEIRA SYSTEMS LLC	JAMIE DOLIVEIRA	1237 PENN AVE STE 200 HOLLSOPPLE, PA 15935-7348
412	C THREE BUSINESS CONSULTANTS LLC	AMY YAN	2722 WOODBURY DR SAINT LOUIS, MO 63125-5122
413	SAMM ENTERPRISES INC SAMM ELECTRIC	MELANIE ADAMS	1358 COUNTY HIGHWAY 147 W LAUREL HILL, FL 32567-3201
414	SECURITY WATCH INC	ARCHENA SHARMA	801 MYRTLE AVE STE 102 EL PASO, TX 79901-1599
415	ADVANCED COMPUTER CONCEPTS INC	REZA ZARAFSHAR	7927 JONES BRANCH DR STE 600N MC LEAN, VA 22102-3317
416	AUXILIO MANAGEMENT SERVICES	KELLI PRICE	51 W 4TH AVE DENVER, CO 80223-1147
417	TCECURE, LLC	TINA WILLIAMS-KOROMA	901 S BOND ST STE 203 BALTIMORE, MD 21231-3339
418	G1 CONSTRUCTION, INC.	TORRI GALAVIZ	976 BRADY AVE NW SUITE 100 ATLANTA, GA 30318-5699
419	Stephens Construction and Concrete, Inc. Stephens Construction	Michelle Stephens	1515 Doctors Dr Bossier City, LA 71111-3321
420	Unified Business Technologies, Inc.	Candace Plank	35 Barnard St Ste 300 Savannah, GA 31401-2515
421	VANGUARD PACIFIC LLC	SYDNEY CODY	2207 GARNET AVE STE N SAN DIEGO, CA 92109-3713
			109 CASTLEWOOD DR

422	CATALYST ENGINEERING INC	THERESA MILLER	MADISON, AL 35756-2504
423	GC MICRO CORP	BELINDA GUADARRAMA	3910 CYPRESS DR PETALUMA, CA 94954-5694
424	JOHNSONS IMMEDIATE SOLUTIONS LLC	SYLVIA JOHNSON	4601 PRESIDENTS DR STE 370 LANHAM, MD 20706-4834
425	HENRON ELECTRICAL RESOURCES, LLC FTBA	BRENDA HENWOOD	419 SANDY HILL RD VALENCIA, PA 16059-2938
426	LUNATEK, LLC	SHANDRA VESTAL	2420 ALAMO AVE SE STE 104 ALBUQUERQUE, NM 87106-3217
427	PM2, LLC	CONNIE BERG	5012 2ND ST E WEST FARGO, ND 58078-8208
428	CYBER SOLUTIONS & SERVICES INC AMERICAN CYBER INC	LAURIE WINKLER	11324 CHAPEL RD CLIFTON, VA 20124-1950
429	VIDEO VISIONS, INC.	NICOLE DAVIS	3600 BOUNDBROOK AVE TREVOSE, PA 19053-6202
430	GUARDIAN INDUSTRIAL SUPPLY, LLC	CHRISTINA DUNCAN	10629 METRIC BLVD AUSTIN, TX 78758-4520
431	INC. ICG	KATHERINE BLEASE	3500 NW 2ND AVE STE 727 BOCA RATON, FL 33431-5870
432	TRIFECTA CONSTRUCTION LLC	COURTNEY LEWIS	6904 KEDRON ST PITTSBURGH, PA 15208-1115
433	CASSON-MARK CORP C-MARK	KATHLEEN SCHWEIZER	1365 N GLENVILLE DR RICHARDSON, TX 75081-2414
434	AQUAS, INCORPORATED	CARMEN LARSEN	10400 CONNECTICUT AVE STE 310 KENSINGTON, MD 20895-3942
435	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	198 PALOMA MESA RD ANTHONY, NM 88021-8640
436	TRINITY OF UT INC TRINITY CONSTRUCTION SERVICES	CLARAJO STERNER	2679 MIDLAND DR STE 7 OGDEN, UT 84401-3386
437	LEXAIR ELECTRONICS SALES CORPORATION	BEN TURNER	4807 B KOGER BLVD GREENSBORO, NC 27407-2733
438	STELL ENVIROMENTAL ENTERPRISES INC		2928 269TH AVE NE REDMOND, WA 98053-2940
439	GRAHAM SERVICES LLC	MELBA GRAHAM	1008 W MAIN ST SMITHVILLE, TN 37166-2507
440	KEGMAN INC	SUSAN GLASGOW	1135 W NASA BLVD SUITE 100 MELBOURNE, FL 32901-1823
441	ASTA GROUP LLC	LINDA BRENT	223 W GREGORY ST PENSACOLA, FL 32502-4821

442	UNION PASS CONSTRUCTION, LLC	MARY LUISI	5028 HIGHWAY 26 DUBOIS, WY 82513-9710
443	ADAPT CONSULTING , LLC	LISA LOWERY	17645 E OLD CHERRY RD DEWEY, AZ 86327-7315
444	JCJ CHAVEZ CONSTRUCTION INC	MARILUPE CHAVEZ	115 S GOLD CANYON ST RIDGECREST, CA 93555-4121
445	SPECIAL SERVICES GROUP LLC	ELIZABETH GOBLIRSCH	11137 ROEDING RD DENAIR, CA 95316-9739
446	STERLING COMPUTERS CORP	LYNETTE LAMBING	303 CENTENNIAL DR NORTH SIOUX CITY, SD 57049-3155
447	KBT CONTRACTING CORP	REBECCA TIMMONS	5105 BLANDING BLVD JACKSONVILLE, FL 32210-7839
448	LEDAMARK INC	PHYLLIS STEPHENS	977 LOWER HATCHER CREEK RD STANTON, KY 40380-9765
449	CROSS ELECTRIC LLC	JENNIFER CROSS	9227 LIVE OAK LN FORT WORTH, TX 76179-4063
450	CIVILITY MANAGEMENT SOLUTIONS LLC	LAURIE SAYLES	9111 EDMONSTON RD STE 302 GREENBELT, MD 20770-1552
451	CINKA CONSTRUCTION & CONSULTING SERVICES LLC	CYNTHIA K MARTIN	307 SAINT KITTS LOOP SAINT AUGUSTINE, FL 32092-1181
452	SAKE CONTRACTING INC	SANDRA KISTER	49 RIDGE HAVEN DR RIDGE, NY 11961-2127
453	LUSA ASSOCIATES INC	CELESTE BENNETT	831 ROYAL GORGE BLVD STE 312 CANON CITY, CO 81212-6709
454	DIGIFIER, INC.	AZADEH RAHVARIAN	1812 VICTORY BLVD GLENDALE, CA 91201-2530
455	TAK TECH, LLC	DENISE CONGDON	1639 DENWRIGHT COURT FOREST HILL, MD 21050-2218
456	TOPAZ FEDERAL MARKETPLACE SOLUTIONS LLC	ARETE SPRIO	100 HOLLY HOCK LN STARKVILLE, MS 39759-2467
457	INFOTECHSVP, LLC	GERRIT VAN GLABBEEK	12526 HIGH BLUFF DR STE 300 SAN DIEGO, CA 92130-2067
458	BILT RITE CONSTRUCTION		1728 SAN LEANDRO DR HEMET, CA 92545-6836
459	Ruggs Global Contracting, Inc.	Emily Ruggs	1232 W 113th St S Jenks, OK 74037-2042
460	SRR INTERNATIONAL, INC.	SREE REKHA JADALA	4152 W.BLUE HERON BLVD,STE 226 RIVIERA BEACH, FL 33404-4860
461	GOLDWINGS SUPPLY SERVICE, INC.	LIA HUNT	521 ALA MOANA BLVD STE M-326 HONOLULU, HI 96813-4913

462	CLEAR GLOBAL SOLUTIONS LLC CGS	LORI JANSEN	101 WHITNEY BAY WINDSOR, CO 80550-6156
463	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	301 BOTANICO AVE COLUMBUS, NM 88029
464	KIPPER TOOL CO	ELIZABETH GARRISH	2375 MURPHY BLVD GAINESVILLE, GA 30504-6001
465	BRAY ELECTRICAL SERVICES LLC	MICHELLE BRAY	367 N CLARENDON AVE STE E1 SCOTTDALE, GA 30079-1324
466	STAR COMMUNICATION INC.	LAVEDA WHITFIELD	1 INNOVATION WAY STE 300D NEWARK, DE 19711-5490
467	BLACKHAWK MANAGEMENT CORP.	MICHEAL REEVES	1322 SPACE PARK DR STE A220 HOUSTON, TX 77058-3473
468	AYUDA COMPANIES	MARIA VELEZ	1110 NASA PKWY STE 110 HOUSTON, TX 77058-3310
469	WITHIN INTERIOR DESIGN, INC. TAZEWELL CONTRACTING	HEATHER ROBINSON	1008 GRANBY ST NORFOLK, VA 23510-2505
470	ENTERPRISE RISK MANAGEMENT INC	SILKA GONZALEZ	800 S DOUGLAS RD NORTH TOWER #940 CORAL GABLES, FL 33134-3125
471	INTEGRIWARD, LLC	DIANA DAVIS	4203 GARDENDALE ST STE 210C SAN ANTONIO, TX 78229-2202
472	PROTECH FIRE INC	PAUL JOHNSON	935 INTERSTATE RIDGE DR STE D GAINESVILLE, GA 30501-7080
473	HORIZON SOLUTION CO	JESSICA DERENBURGER	311 ADAMS ST RAEFORD, NC 28376-2701
474	ABI ADVANTAGE LLC	SHERRI SIMMS	1821 CONOWINGO RD BEL AIR, MD 21014-1817
475	Ashford International LLC	Susan Schmidt	745 W 4th St Ste 230B Anchorage, AK 99501-2139
476	KAU, INC.	KATHRYN WALDRON	2625 WHEATLAND WOODS DR FREDERICKSBURG, VA 22408-0801
477	AEGIR SYSTEMS	ELLA WILLIAMS	2140 EASTMAN AVE STE 109 VENTURA, CA 93003-7786
478	WINDSOR GROUP LLC	DIEDRE WINDSOR	9658 BALTIMORE AVE STE 300 COLLEGE PARK, MD 20740
479	EVERLIGHTS, INC.	KELLY GALLAGHER	1105 STEVENSON CT STE 104 ROSELLE, IL 60172-4318

480	INFORMATION MGT RESOURCES	Gerrelynn (Gerre) Crawford	1413 EASON AVE MEMPHIS, TN 38116-8928
481	A SQUARE GROUP LLC ASG	MANDEEP SINGH	6237 EXECUTIVE BLVD ROCKVILLE, MD 20852-3906
482	G1 CONSTRUCTION INC	TORRI GALAVIZ	976 BRADY AVE NW STE 100 ATLANTA, GA 30318
483	STEPHENS CONSTRUCTION AND CONCRETE, INC.	MICHELLE STEPHENS	99 AG MART DR LUVERNE, AL 36049-4564
484	LAKEY INC HOLLIS LAKEY, INC	FELICIA LAKEY	207 E FRANK AVE STE 101 LUFKIN, TX 75901-3058
485	SILER EXCAVATING, LLC	TAMMY SILER	38 NEVINS CT MERRITT ISLAND, FL 32953-4657
486	SENTRY PROTECTIVE SERVICES, LLC	CHERYL BRAYTON	1400 COUNTY RD 408 COMANCHE, TX 76442-4607
487	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	7302 S ALTON WAY STE 4-J CENTENNIAL, CO 80112-2313
488	GLOBAL QUALITY SOLUTIONS, INC.	Adriana Blankenship	4525 S SANDHILL RD STE 103 LAS VEGAS, NV 89121-5955
489	H & V FACILITY SOLUTIONS INC	DOMONIQUE HAMMER	44 BOYLSTON CT SAINT AUGUSTINE, FL 32092-0088
490	DAGER TECHNOLOGY LLC	AIMEE DAVID	11710 VALLEY RD FAIRFAX, VA 22033-2703
491	EPS CORPORATION	JOHN GAGLIANO	7504 MCELVEY RD PANAMA CITY, FL 32408-4919
492	ACCESS ELECTRIC INC	TABITHA SPATACEAN	1193 WARNER AVE TUSTIN, CA 92780-6458
493	WORKING TECHNOLOGY LLC	MELINDA THOMPSON	2540 BOLTON ST SAINT CHARLES, MO 63301-1014
494	EXIOM POWER CORPORATION	MICHAEL MERRELL	2121 OSUNA RD NE ALBUQUERQUE, NM 87113-1001
495	IRMA T BUMPAS T&B PAINTING CO	IRMA BUMPAS	1023 3RD AVE CHULA VISTA, CA 91911-2008
496	AYUDA MANAGEMENT CORPORATION	Jenifer Kwasniewski	505 6 ST STE E MARYSVILLE, CA 95901-5450
497	CYBERGEAR, INC.	DANETTE CARNAHAN	4711 E FALCON DR #202 MESA, AZ 85215-2508
498	JCJ Chavez Construction Incorporated	Marilupe Chavez	4986 San Jacinto Cir E Fallbrook, CA 92028-8866
499	JOHN LEE ENTERPRISE LLC	MISHA ASAMOA	25360 GROTTO FALLS LN PORTER, TX 77365-7152

500	SBH SERVICES, INC.	SHARON ATHAS COTE	21705 CREEKSIDE DR WILLOW, AK 99688
501	LLC MCS	THERESA CARR	1245 RAFF RD SW CANTON, OH 44710
502	SOUTHERN AIRE CONTRACTING, INC. SAC SERVICES	CODY FINDLEY	4803 RAYFORD ST JACKSONVILLE, FL 32254-3741
503	AVARUS SOLUTIONS, LLC	LINDA YIOULOS	3136 WINTON RD S STE 101 ROCHESTER, NY 14623-2928
504	COUNTERTRADE PRODUCTS INC	SHARON NORWELL	7585 W 66TH AVE ARVADA, CO 80003-3969
505	SILER EXCAVATING, LLC	TAMMY SILER	208 LAKES BLVD LAKE PARK, GA 31636-5006
506	FILIUS CORPORATION	PATTY JACKSON	310 S 3RD ST STE 201 SAN JOSE, CA 95112-3648
507	IDRIL SERVICES CORPORATION	LAKSHMI BALUSU	172 PROSPECT PL ALPHARETTA, GA 30005-5453
508	IMPULSE ENERGY CONSULTANTS, L.L.C.	RICKY BUFFORD	116 BAILEY CT NORMAN, OK 73072-3864
509	CAPITAL BUILDERS AND ASSOCIATES, INC.	ARMINA MOSHTAGI	1926 MARTIN LUTHER KING JR AVE SE STE C WASHINGTON, DC 20020-7041
510	PRO CONSTRUCTION INC	GLORIA CRUZ	CARR 1, KM 59.2 BO QUEBRADA ARRIBA CAYEY, PR 00736
511	REK INVESTMENT GROUP INC. ADVANCED PRESENTATION SYSTEMS	ERICA SUTTON	3701 HAWKINS ST NE ALBUQUERQUE, NM 87109-4512
512	INTELLECTUAL CONCEPTS, LLC	DELOIS BABIKER	3301 BUCKEYE RD STE 520 ATLANTA, GA 30341-4236
513	ALARMCO, INC.	CORRINE MCKAGUE	1675 N MITCHELL ST BOISE, ID 83704-6541
514	MAC GC-ELECTRIC INC	ARAUNAUD TEO	10439 ROSELLE ST SAN DIEGO, CA 92121-1544
515	TEAMGOV, INC.	GEORGE MARTIN	8201 CORPORATE DR STE 620 HYATTSVILLE, MD 20785-2245
516	C&W General Contractor, Inc	Wendy Chon	1321 MOONUI ST HONOLULU, HI 96817-4311
517	E & P PROPERTIES & INVESTMENTS LLC	LINDA EDWARDS	136 NEW COLONY CT LEXINGTON, SC 29073-7107
518	CKC UNITED VETERAN SERVICES, LLC	CHARLISSA CULP	462 LAWRENCE DR EVANS, GA 30809-3874
519	VANGUARD PACIFIC, LLC	SYDNEY CODY	7520 STANDISH PL STE 280 ROCKVILLE, MD 20855-2853

520	GEOTHERMAL SOLUTIONS LLC	TAMMY HOLT	311 DEVIN DR LAWRENCEBURG, TN 38464-4500
521	WYELECTRIC, LLC	CRYSTAL SHANK	555 BASEHOAR SCHOOL RD LITTLESTOWN, PA 17340-9538
522	RJS CONSTRUCTION, INC.	SHANNON SEVIGNY	1618 RUDKIN RD # B UNION GAP, WA 98901-4030
523	AJ COMMERCIAL SERVICES, INC.	RAFALITA AVALOS	1716 S SAN MARCOS SUITE 117 SAN ANTONIO, TX 78207-7050
524	POWERMASTER ELECTRIC, INC.	GINA FARTHING	7621 PURFOY RD STE 101 FUQUAY VARINA, NC 27526-6985
525	IMMI INTERNATIONAL MARKETING MANAGEMENT INC	CELESTE WUNDER	466 CENTRAL AVE STE 14 DOVER, NH 03820-6418
526	TEFERA INVESTMENT GROUP LLC	ROSEMARY TEFERA	125 SW CAMPUS DR APT 1106 FEDERAL WAY, WA 98023-8313
527	LD SUPPLY LLC	LISA D'ALESSIO	925 HALE PL CHULA VISTA, CA 91914-3506
528	STERILE SERVICES CO.	FANIA CARTERS	2700 NEABSCO COMMON PL STE 101 WOODBRIDGE, VA 22191-6767
529	RJK CONSTRUCTION LLC	THERESA BROPHY	9525 SW LODESTONE DR BEAVERTON, OR 97007-8720
530	CAPITAL SERVICES, LLC	VERONICA NIEVES	URB EL DORADO CALLE C #B 11 SAN JUAN, PR 00926
531	Sobis, Inc.	Sonya M Ford	1919 Rivermont Ave Lynchburg, VA 24503-4118
532	INTELLECTECHS, INC.	JERI PROPHET	195 S ROSEMONT RD STE 103 VIRGINIA BEACH, VA 23452-4353
533	TERA CONSULTING INC	KHURRAM BAJWA	29 ELVES LN LEVITTOWN, NY 11756-5522
534	HS GROUP PR LLC	ODEMARIS CASTRO AVILA	CARR 21 KM 3.6 BO MONACILLOS SAN JUAN, PR 00936
535	MOBLEY ELECTRICAL SERVICES, INC.	PATRICIA MOBLEY	1593 HWY 19 N SMITHVILLE, GA 31787-2638
536	LOCKHIT LLC	NANCY MENDEZ	1184 NE 91ST TER MIAMI SHORES, FL 33138-3404
537	RONIN INTERNATIONAL LLC	VIVIAN RUTHERFORD	124 ELECTRONICS CIR SW HUNTSVILLE, AL 35824-2203
538	PIVOT PATH SOLUTIONS, LLC	SHUTING JIANG	947 RUSSELL AVE # B GAITHERSBURG, MD 20879-3254

539	SOUTHEAST DESIGN ASSOCIATES INC	MANUEL PEREZ-VICHOT	627 ELDRON DR MIAMI SPRINGS, FL 33166-7113
540	2nd Nature Safety LLC	Ronchelle J Williams	440 Benmar Dr Ste 1065 Houston, TX 77060-3120
541	STONEWOOD LABS LLC	PATRICIA BROOME	7802 BOYCE ST. FORT MEADE, MD 20755
542	J CAYE PREMIER DINING INC	JENNA NORWOOD	302 SYDNOR ST HOUSTON, TX 77020-6043
543	LIGHTFEATHER IO LLC	SARAH FAHDEN	742 FONTAINE ST ALEXANDRIA, VA 22302-3607
544	INFLEXION MANAGEMENT SCIENCES LLC	DOROTHY MCCLINTOCK	401 WILLIAMSBURG DR SILVER SPRING, MD 20901-2728
545	DAVID C SMITH & SON INC	CHRISTINA SMITH	3437 KEMPTOWN CHURCH RD MONROVIA, MD 21770-8707
546	TWM ASSOCIATES INC	LISA JOHNSON	13408 BLACK WALNUT LN SPOTSYLVANIA, VA 22551-7301
547	US TESTING EQUIPMENT LTD	LINDSEY CARPENTER	7201 NE 18TH ST STE A VANCOUVER, WA 98661-7314
548	AVINT LLC	MARCIE NAGEL	205 VAN BUREN ST STE 400 HERNDON, VA 20170-5344
549	RETHINK INNOVATIONS LLC	ALLYSON CHRISTOFFERSEN	77 ELBO LN MOUNT LAUREL, NJ 08054-9641
550	ATG COMMUNICATIONS, LLC ADVANCED TECHNOLOGY GROUP	MARK CHAPIN	5100 B PIERCE CT EVANS, GA 30809-4299
551	LOUELLA ENTERPRISES LLC	CYNTHIA MASER	161 HUNTER DR CRANBERRY TOWNSHIP, PA 16066-7605
552	LLC IT-STRAT	NAMITA MAGOON	23392 SUMMERSTOWN PL STERLING, VA 20166-2178
553	RHD ENTERPRISES, INC.	ROZANNE GARMAN	819 78TH AVE SW TUMWATER, WA 98501-7258
554	UNIFIED BUSINESS TECHNOLOGIES INC	CANDI PLANK	3425 SIMPSON FERRY RD STE 201 CAMP HILL, PA 17011
555	RAND & JONES ENTERPRISES COMPANY, INC.	JOAN YANG	18 TRACY ST STE A BUFFALO, NY 14201-2350
556	FIBER BUSINESS SOLUTIONS GROUP INC G FORCE	ENNIO BRUNO	3019 W GERMANTOWN PIKE NORRISTOWN, PA 19403-1002
557	TPL TECHNICAL SERVICES CORP	PATRICIA LOTT	7526 PICKWAY DR CINCINNATI, OH 45233-4293
	J & M HERITAGE CONSTRUCTION		491 N RESLER DR STE F

558	COMPANY LLC	MARIANA LERMUSEAUX	EL PASO, TX 79912-2740
559	SOUTH SWELL TECHNOLOGY SOLUTIONS, LLC	REBECCA AKST	3121 DRISCOLL DR SAN DIEGO, CA 92117-4419
560	GREGORY, DAVE ELECTRIC INC GREGORY ELECTRIC	KAREN GREGORY	1080 FRANK RD COLUMBUS, OH 43223-3859
561	NORTH STAR GOVERNMENT SERVICES	SUKI BASRAI	350 10TH AVE STE 1000 SAN DIEGO, CA 92101-8705
562	W & P LLC	PORTIA PEARSON	6242 U S HIGHWAY 98 STE 60 HATTIESBURG, MS 39402-8137
563	DKMC, INC.	DANA KLEIN	1435 YELLOWHEART WAY HOLLYWOOD, FL 33019-4859
564	WILDFLOWER INTERNATIONAL, LTD.	KIMBERLY DECASTRO	159 MITCHELL RD OAK RIDGE, TN 37830-7919
565	BELONGER CORPORATION, INC.	JEAN MARIE THIEL	2334 STONEBRIDGE CIR UNIT D WEST BEND, WI 53095-9167
566	SPENCER COLE, LLC	CAROL BELL	1409 WILDERNESS TRAIL CROWLEY, TX 76036-3969
567	PIVOTAL POINT, LLC	DOKMAI WEBSTER	135 N FAIRFAX ST FALLS CHURCH, VA 22046-3528
568	FIRELAKE CONSTRUCTION INC	JACKIE FOLEY	1011 E 31ST ST LAWRENCE, KS 66046
569	J & B BUILDERS INC	SHARON BUOY	2000 W MAIN UNIT H SAINT CHARLES, IL 60174-1773
570	MERIDIEN GROUP LLC	MARIA HICKS	208 S KING ST STE 303 LEESBURG, VA 20175-3018
571	UNIFIED BUSINESS TECHNOLOGIES, INC.	MICHELLE DSOUZA	5465 LEGACY DR STE 650 PLANO, TX 75024-3190
572	CARVERBETH, LLC	MELISSA BULLUCK	10 WALLACE AVE STE 111 LURAY, VA 22835-9069
573	FUZZBUZZ TECHNOLOGIES INC	FRED ALLMANN	41 COMMERCE AVE STE 2 SOUTH BURLINGTON, VT 05403-5833
574	ALLIED ELECTRIC LIMITED LIABILITY COMPANY	MELISSA TREPTOW	1600 KAPIOLANI BLVD STE 620 HONOLULU, HI 96814-3807
575	ACCESS COMMUNICATIONS GROUP LLC	ANA ESPINOZA ENRIQUEZ	5470 S MONROVIA AVE PHOENIX, AZ 85706-2120
576	ENVICON SERVICES, LLC	YANSI CARRANZA	7826 EASTERN AVE NW STE LL1 WASHINGTON, DC 20012-1329
577	MSAB LLC	LAURA KNIGHT	400 PERRY PKWY PERRY, GA 31069-9246

578	EMERGE SOLUTIONS LLC	CYNTHIA JACKSON	18312 SUMMERFIELD DR DALLAS, TX 75287-4900
579	BLOOMSBURIE LLC BLOOMSBURIE	KINHA LESTER	3542 N UTAH ST ARLINGTON, VA 22207-4444
580	LIONA ENTERPRISES INC LEI	MICHELLE MORALES-DENISOFF	1212 SYCAMORE ST STE 42 FL 4 CINCINNATI, OH 45202-7355
581	DAP CONSTRUCTION MANAGEMENT, LLC	ALICIA HERNANDEZ	8201 LOCKHEED DR STE 135-B EL PASO, TX 79925-2500
582	DAWN INCORPORATED	DAWN OCHMAN	2861 SFERRA AVE NW WARREN, OH 44483
583	TICKNOR, CAMMY C COMPUTER CITE	CAMMY TICKNOR	4112 STANLEY BLVD PLEASANTON, CA 94566-6246
584	LUTZ CONTRACTORS LLC	LANCE LUTZ	900 JACKSON ST STE 180 DALLAS, TX 75202-4437
585	CONTROLLED F.O.R.C.E INC.	DIANA GRANO	335 N RIVER ST STE 200 BATAVIA, IL 60510-2391
586	FUTURE CONTROLS, INC	THOMAS HANSEN, JR.	5719 ZIP DR UNIT 1 FORT MYERS, FL 33905-5036
587	DIVERSIFIED MAINTENANCE SYSTEMS, INC.	KEVIN BECK	3707 S GODFREY BLVD STE 115 SPOKANE, WA 99224-5753
588	ISOFT SOLUTIONS, LLC	LISBET HUGHES	5361 CLEVELAND ST VIRGINIA BEACH, VA 23462-6524
589	LUX PROP CONSTRUCTION, INC.	AFSANEH SADEGHI	17438 SUMIYA DR ENCINO, CA 91316-3963
590	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	10600 MONTWOOD STE 112 EL PASO, TX 79935-2704
591	EACM CORP	SOLANGIE ARROYO	1070 OCEAN AVE SEA BRIGHT, NJ 07760-4102
592	TRIANGLE GENERAL CONTRACTORS, INC.	EGZONJETA PEPAJ	39 COFFEY ST BROOKLYN, NY 11231-1509
593	EL PASO JAG INC JAG ELECTRICAL CONTRACTORS	ALEX CASTRO	3750 DURAZNO AVE EL PASO, TX 79905-1302
594	CINKA CONSTRUCTION AND CONSULTING SERVICES LLC	CYNTHIA MARTIN	11746 LAKEWAY DRIVE CURTICE, OH 43412-9411
595	SG2, LLC	SANDRA GUY	26725 RADIO STATION WAY LEONARDTOWN, MD 20650-4824
596	GOLDEN STAR TECHNOLOGY INC	DENNIS WANG	12881 166TH STREET CERRITOS, CA 90703-2103
597	E&S CONSTRUCTION LLC MS BRANCH	ELIZABETH PIPPETT	410 HAWKINS CROSSING DR MERIDIAN, MS 39301-9520

598	ALAMO CITY CONSTRUCTORS, INC.	KIMBERLY Alexander	2530 Meridian Pkwy Ste 3160 Durham, NC 27713-5272
599	ARMITAGE ARCHITECTURE, P.C.	PENNY ARMITAGE	505 ELLICOTT ST STE 100 BUFFALO, NY 14203-1518
600	LUSA ASSOCIATES INC	CELESTE BENNETT	1104 TUSCULUM BLVD STE 306 GREENEVILLE, TN 37745-4091
601	PREMIER ENTERPRISE SOLUTIONS, LLC	JACKIE LOPEZ	9701 APOLLO DRIVE SUITE 410 UPPER MARLBORO, MD 20774-4791
602	TARPAN CONSTRUCTION LLC	TRUDY PORET	6756 HIGHWAY 29 COTTONPORT, LA 71327-4228
603	BANKABLE ENTERPRISES LLC	MERCEDES BANKS WILLIAMS	14 OLD MILL RD PORT WENTWORTH, GA 31407-6002
604	ACCESS COMMUNICATIONS GROUP LLC ACCESS COMMUNICATIONSACCESS CONSTRUCTION	ANA ESPINOZA ENRIQUEZ	2017 TEXAS AVE STE 1 EL PASO, TX 79901-1943
605	POWELL CONSTRUCTION SERVICES INC	JEANA POWELL	103 GARDNER PARK STE A PEACHTREE CITY, GA 30269-3027
606	ACE COMMUNICATIONS LTD. CO.	YVONNE VALENT	5151 FLYNN PKWY STE 102 CORPUS CHRISTI, TX 78411-4318
607	OUTSIDE BOX LLC	CANDICE SOMERVILLE	1428 FLOYD AVE RICHMOND, VA 23220-4618
608	MATLOCK AND ASSOCIATES, LLC	Joelle M Sedlacek	1725 I St Ste 300 NW Washington, DC 20006-2423
609	AIVI GLOBAL, INC.	RAPHAELA OBRIEN	7203 GILES PL STE 712 SPRINGFIELD, VA 22150-3708
610	MERCOM, INCORPORATED MERCOM CORPORATION	DUSTIN FUGETT	1067 PETIGRU DR PAWLEYS ISLAND, SC 29585
611	FOSTER WORKS LLC	LUCY MINTURN	457 N LEAVITT ST CHICAGO, IL 60612-1543
612	BETHEL ELECTRICAL CONSTRUCTION CO OF MARYLAND LLC	STEPHANIE SWEET	502 MCCORMICK DRIVE SUIT C GLEN BURNIE, MD 21061-3207
613	ENVIROCONTROL SYSTEMS, INC.	BRETT ARNEY	165 E HELENA ST DAYTON, OH 45404-1052
614	TLI CONSTRUCTION, INC.	CYNTHIA LINCICOME	7900 E UNION AVE STE 1100 DENVER, CO 80237-2746
615	WBF CONSULTING, LLC	TARA MONTGOMERY	25700 INTERSTATE 45 STE 4321 THE WOODLANDS, TX 77386-1364
	NATIONAL FIBER AND COPPER INC.	KIMBERLY VALENTINE-	17110 OLD FREDERICK RD

616	NFC	LANGLEY	MOUNT AIRY, MD 21771-3322
617	Somarc Technical Inc.	Thalia A Kruger	54 Richards St Brooklyn, NY 11231-1626
618	BURMAN CONSTRUCTION, LLC	MARCELA AGUILAR	204 N EUCALYPTUS ST EL PASO, TX 79901-1984
619	SOUND MASKING USA LLC	DEBRA WESTMORELAND	200 KUDU CV BLANCO, TX 78606
620	MAUKA CONTRACTING, LLC	AMBER STRONG	3084 POIPU RD KOLOA, HI 96756-9573
621	PRODIGY CONTRACTING, LLC	ARIANNA PLASTER	W746 COUNTY ROAD VV SEYMOUR, WI 54165-7828
622	CINTEOT INC.	CHRISTINA HUNT	77 N 3RD ST STE 101 CHAMBERSBURG, PA 17201-1812
623	ATHENA CONSTRUCTION GROUP INC	AMBER PEEBLES	17877 OLD TRIANGLE RD TRIANGLE, VA 22172-1252
624	CORE SECURE LLC	ALEXANDER VALCARCEL	10625 GASKINS WAY MANASSAS, VA 20109-2371
625	C-CAT, LLC	KRISTI JOHNSON	3913 N KEYSTONE AVE INDIANAPOLIS, IN 46205-2910
626	MAC ELECTRIC, INC.	MAC ELECTRIC, INC.	105 E GRAND AVE, STE 210 CLOVIS, NM 88101-7509
627	FEDERAL PROFESSIONAL SOLUTIONS, INC.	MARCY ANDERSON	820 CAMERON ST ALEXANDRIA, VA 22314-1909
628	YELLOW ENGINE LLC	TRAM HOLLAND	1430 CONLEY SHUMAKER RD FERGUSON, NC 28624-8800
629	AMERICAN ORTHOTIC AND PROSTHETIC CENTER, INC. CMG Contracting	Cynthia D Smith	1521 Technology Dr Chesapeake, VA 23320-5999
630	NATIVE INDUSTRIES LLC	MONIQUE JOHNSON	1349 BAYVILLE CT APT 5 NORFOLK, VA 23503-1057
631	DI BUILD, LLC		10000 MARSHALL DR LENEXA, KS 66215-1244
632	IN AIR CONDITION, INC.	NELDYS ROSA NEGRON	BO. CEDRO ABAJO CARR. 811 KM. 2.0 NARANJITO, PR 00719
633	LEADING EDGE SPLICING INC.	Mandy Smithley	2251 VALLEY VIEW AVE NORCO, CA 92860-2622
634	DIGITAL WATCHMAN LLC	KAREN KLINGLE	1096 E SPRING VALLEY PAINTERSVILLE RD XENIA, OH 45385-9722
	JIM JAM, INC.		11003 W 59TH TER

635	ENVIROTECH HEATING & COOLING	JAMES GALLET	SHAWNEE, KS 66203-2956
636	CME TECH LLC	CHRISTINA MURILLO	14221 RICHARD WILES AVE EL PASO, TX 79938-5008
637	ICARE TECHNOLOGY GEEKS INC	LYNETTE FURR	2550 AKERS MILL RD SE APT J17 ATLANTA, GA 30339-3237
638	GCJ INC	GINGER SEPULVEDA	343 E MAIN ST STE 710 STOCKTON, CA 95202-2977
639	MW SERVICES INC.	MARIE WILLIS	42208 REMINGTON AVE TEMECULA, CA 92590-2549
640	J'S ASSOCIATES, LLC	JUANITA KEEHN	10375 SOUTHERN MARYLAND BLVD STE 16B DUNKIRK, MD 20754-3059
641	EASTERN FIRE & SAFETY, LLC	CHRISTOPHER CAMPION	5118 STATE ROUTE 33 34 FARMINGDALE, NJ 07727-3622
642	TRI COAST CONSTRUCTION, LLC	ANDREA FERGUSON	755 VANDERCOOK WAY STE 202B LONGVIEW, WA 98632-2945
643	PARADIGM MECHANICAL CORP	MELINDA DICHARRY	6550 FEDERAL BLVD LEMON GROVE, CA 91945-1311
644	SILTEK, INC.	BARBARA SCHIPPER	107 CARPENTER DR STE 210 STERLING, VA 20164-4468
645	CABLE TEKS LLC	JANICE REAMS-STAMM	11538 SUTHERLAND DR WALTON, KY 41094-7411
646	FREEDOM DEFENSE GROUP LLC	JOHN MCGEE	1440 HAT CREEK RD BROOKNEAL, VA 24528
647	AYUDA COMPANIES	MARIA VELEZ	410 ACOMA ST STE A DENVER, CO 80204-5106
648	EDGE TECHNOLOGIES, LLC	CHRISTINE MILLER	7647 INVESTMENT CT UNIT A1 OWINGS, MD 20736-3181
649	EPC SERVICE INC	KONI WRIGHT	98-021 KAMEHAMEHA HWY STE 203 AIEA, HI 96701-4908
650	TWG OF AMERICA, INC. TWG OF AMERICA	JOLENE MELENDEZ	20609 W COLTER ST BUCKEYE, AZ 85396-1240
651	ALAMO CITY CONSTRUCTORS	KIMBERLY ALEXANDER	201 E 1ST ST STE B DOUGLAS, AZ 85607-3101
652	GRIMMER TECHNOLOGY & OPERATIONS INC	MARIE GRIMMER	4662 DOWER DR ELLICOTT CITY, MD 21043-6411
653	KRULE CONSTRUCTION, LLC	KIM RULE	3463 COUNTY ROAD 13 MEEKER, CO 81641-7708

654	LOCKLEAR INTERIORS INC.	GAIL LOCKLEAR	4659 CABINET SHOP RD ROWLAND, NC 28383-9257
655	ARIELLE MANAGEMENT GROUP, LLC	ALONIA OGLETREE	5331 PRIMROSE LAKE CIR STE 105 TAMPA, FL 33647-3764
656	ADVANCE MANAGEMENT, INC.	MARY TOVES	198 ADRIAN C SANCHEZ ST STE 3 BARRIGADA, GU 96913-4456
657	ASSURANCE MEDIA, LLC	JENNIFER MCKENZIE	590 CENTURY BLVD STE B WILMINGTON, DE 19808-6272
658	CHARPIE CONSTRUCTION CO., INC.	LONI ERHARD	6617 N AVONDALE AVE CHICAGO, IL 60631-1507
659	CRYSTAL CLEAR TECHNOLOGIES INC	CRYSTAL CULBERTSON	5555 CENTRAL AVE SAINT PETERSBURG, FL 33710-8024
660	SEACOM, LLC	SANDEE EBBOTT	160 BIRCHWOOD AVE SAINT PAUL, MN 55110-1605
661	ANCHOR ELECTRIC CONTRACTING CORPORATION	KEENY KOCH-LINDSTROM	7600 PONTRELLI PLACE MISSOULA, MT 59808-5474
662	F-CONCEPTS INC	HEE KIM	8421 FALCONE POINTE WAY VIENNA, VA 22182-5321
663	MAKRO CORP	LAURA GONZALEZ	URB VICTOR ROJAS #1 CALLE ARAGON 319 ARECIBO, PR 00612
664	ELECTRICAL CONTRACTORS INC	LIZABETH KARSON	1252 ALLANSON RD MUNDELEIN, IL 60060-3808
665	QUACKCOM LLC	ERIN QUACKENBOS	2001 JOHNSON RD GRANITE CITY, IL 62040-3957
666	COLLABORATIVE CONCEPTS LLC C7I	KEVIN SICKLES	1401 HILL LOCKWOODS DR MCKINNEY, TX 75072
667	FLOORING CONTRACTING SERVICES LLC	RANDALL BANKS	111 A CORPORATE PARK E DR LAGRANGE, GA 30241-3680
668	KAMBRIAN CORP	HAMID MOTEAREFI	2707 E VALLEY BLVD STE 312 WEST COVINA, CA 91792-3198
669	MW SERVICES INC	MARIE JINKY A WILLIS	6953 US HIGHWAY 70 W LA GRANGE, NC 28551-8213
670	PETERS ELECTRIC & TECHNOLOGY, INC.	MELANIE PETERS	9N054 BARRON RD MAPLE PARK, IL 60151-9403
671	ITNOVA, LLC	SANDRA SELDES	808 LANDMARK DR STE 229 GLEN BURNIE, MD 21061-4985
672	FORREST CONSTRUCTION, INC.	MEREDITH FORREST	306 DURDEN ST VIDALIA, GA 30474-4606
			1168 WASHINGTON PIKE STE 201

673	DIGITHEAD INC	JENNIFER BEAM	BRIDGEVILLE, PA 15017-2828
674	THE VENTURA GROUP INC	CAROL SIERRA	20110 ASHBROOK PL STE 120 ASHBURN, VA 20147-5075
675	MC2 ENGINEERING & CONSTRUCTION PC	MEGAN CROW	902 N MAIN ST SHERIDAN, WY 82801-3036
676	TENAX TECHNOLOGIES LLC	TAMERA RUSH	4694 MILLENNIUM DR STE 520 BELCAMP, MD 21017-1541
677	COMMUNITRONICS CORP	RITA LEITENSDORFER	233 WOLFNER DR FENTON, MO 63026-2801
678	ANVAYA SOLUTIONS, INC.	SHOBHA MALLARAPU	193 BLUE RAVINE RD STE 250 FOLSOM, CA 95630-4760
679	ACCESS HOME LLC Access Home Services	April N Maynard	1827 ROSEWELL DR ROCK HILL, SC 29732-8475
680	PAJE TECHNOLOGY SERVICES LLC	PATRICK LAMBOY	1800 E STATE ST GH28 TRENTON, NJ 08609-2013
681	DEFENSE TECHNOLOGY INTEGRATION LLC DTI	RENITA ANDERSON	11518 LOTTSFORD TER BOWIE, MD 20721-2290
682	GUERRERO ELECTRICAL SERVICES LLC GUERRERO ELECTRICAL SERVICES	STEVIE GUERRERO	1600 S EASTERN AVE MOORE, OK 73160-6118
683	USMAX CORPORATION	HYO JIN PAK	3060 WILLIAMS DR STE 530 FAIRFAX, VA 22031-4648
684	BRADLEY TECHNOLOGIES INCORPORATED BTI SECURITY	ANGELA BRADLEY	1700 ROCKVILLE PIKE STE 200 ROCKVILLE, MD 20852-1631
685	VALENTIS SECURITY SERVICES, INC	MARNIE SUTCH	1326 STREETS RUN RD PITTSBURGH, PA 15236-2233
686	SPELLMAN CONSULTING GROUP LLC	CRYSTAL SPELLMAN	9797 PRESWICKE PT ALPHARETTA, GA 30022-8682
687	AULII CONSTRUCTION, INC	MICHAEL CHUN	46-042 PUULAU PL KANEOHE, HI 96744-5713
688	ARELI, INC.	SHERENE CHERIAN	124 KAULANA WAY HONOLULU, HI 96821-2531
689	PARAGONSUN	CORI LARSEN	7545 IRVINE CENTER DR STE 200 IRVINE, CA 92618-2933
690	BROADWAY CONSTRUCTION LLC	NICOLE PLATT	1932 E PARK PL MILWAUKEE, WI 53211-3658
691	FORMIDABLE OPS	DESIREE HUITT	2717 SUN MOUNTAIN LEANDER, TX 78641
692	ENCOMPASS IT SECURITY SOLUTIONS INC	FELICIA HILL	4471 NICOLE DR OFC 1 LANHAM, MD 20706-4352

693	UTILITY CONSTRUCTION COMPANY, INC.	GREG HUTCHINSON	8435 E BASELINE RD MESA, AZ 85209-4379
694	RENO/TAHOE REALTY GROUP, LLC	SARAH CARMONA ZINK	521 GORDON AVE RENO, NV 89509-1402
695	D&D CONSTRUCTION, INC.	DIANA Wong	1312 Humuula St Kailua, HI 96734-3705
696	DYNAMIC TELECOMMUNICATIONS INC	KRISTA KAMINSKI	205 TECHNOLOGY PARK LN FUQUAY VARINA, NC 27526-9311
697	NETCARE1 SYSTEMS LLC	ESTHER SINGH	1966 STERLING PL LANCASTER, PA 17601-3847
698	PRESTIGE DEVELOPMENT SERVICES INC.	CLAUDIA FITZPATRICK	169 LINCOLN AVE STE 204 BRONX, NY 10454-3706
699	WHITE BEAR CONSTRUCTION INC	AMANDA HOY	941 COUNTY ROAD 260 ALTURAS, CA 96101-7527
700	PAULA F PRICE ENTERPRISES LLC	PAULA PRICE	507 W MARTINTOWN RD NORTH AUGUSTA, SC 29841-3108
701	InterOptions, LLC	Stephanie S DuPont	14413 N Nebraska Ave Tampa, FL 33613-2226
702	NOVA BUILDING SOLUTIONS LLC	NADINE VILLANUEVA	27103 E ONTARIO PL AURORA, CO 80016-7514
703	OC PACIFIC CORPORATION	ODESSA MARTINEZ	285 FARENHOLT AVENUE C311 TAMUNING, GU 96913-3223
704	ACCESS GENERAL CONTRACTING INC	ELIZABETH TENE	357 N SHERIDAN ST STE 100 CORONA, CA 92880-2038
705	TRISON CONSTRUCTION INC.	CLARA RAJU	1115 E 30TH ST BALTIMORE, MD 21218-4211
706	POWER FACTOR CORRECTION GROUP LLC	MARY CRISCI	1178 N MELODY CIR CHANDLER, AZ 85225-1696
707	CREATION NETWORKS, INC.	LISA BENSON	1001 SHARY CIR STE 1 CONCORD, CA 94518-2419
708	GLEN/MAR CONSTRUCTION, INC.	GLEN A. BROWN	300 BRUSHY CREEKRD STE 302 CEDAR PARK, TX 78613-3143
709	3KPC INC	SUBEERA SINGH	12203 LAKE JAMES DR HERNDON, VA 20171-2010
710	CLO CONSTRUCTION, INC.	Charmaine Obras	1415 E CHICAGO ST KENT, WA 98030-6258
711	DCT, INCORPORATED	CHERYL BERNARDI	501 E CHEROKEE AVE MCALESTER, OK 74501-5335
	INNOVATIVE PEOPLE AND TECHNOLOGY CORPORATION		44425 AIRPORT RD STE 160

712	IPT	BOB BELDEN	CALIFORNIA, MD 20619-2066
713	D & R Global Enterprises LLC	Diana Garner	134 Pineknot Farms Rd Box Springs, GA 31801-3938
714	ADVANCED VISION SYSTEMS INC	MARY DRINKARD	4165 INDIAN HEAD HWY INDIAN HEAD, MD 20640-1750
715	ANTEAN TECHNOLOGY LLC	SEAN FLOYD	6604 MORNING RIDE CIR ALEXANDRIA, VA 22315-5052
716	MV7 INC	JACQUELINE MATTIACCIO	13123 W LINEBAUGH AVE 101 TAMPA, FL 33626-4495
717	BARTLEY INDUSTRIES INC	DONNA BARTLEY	3305 SE 44TH ST NORMAN, OK 73072-9626
718	EPS CORPORATION	JOHN GAGLIANO	78 APPLE ST TINTON FALLS, NJ 07724-2600
719	FRONTIER ELECTRIC INC	CATHERINE THOMPSON	231 TIGER WAY PEACHTREE CITY, GA 30269-1680
720	B & P ENTERPRISES OF AVOYELLES PARISH	RENA HARRELL	250 BLUEBIRD LN MARKSVILLE, LA 71351-3404
721	ROSS PROFESSIONAL SERVICES, LLC	DIANE ROSS	6230 3RD ST NW STE 6 WASHINGTON, DC 20011-1334
722	S&B CHRIST CONSULTING, LLC	TAMARA OLSON	1259 LAKE PLAZA DR STE 280 COLORADO SPRINGS, CO 80906-3504
723	ADVANTAGE SCI, LLC	TRACI BRITTON	2321 ROSECRANS AVENUE SUITE 2225 EL SEGUNDO, CA 90245-4903
724	E & S CONSTRUCTION LLC	ELIZABETH PIPPETT	9760 E PALLADIUM DR MESA, AZ 85212-8748
725	ALARM BROKERS OF FLORIDA, LLC	STEVE CARULO	7462 NW 8TH ST MIAMI, FL 33126-2913
726	AJ COMMERCIAL SERVICES INC	RAFALITA AVALOS	372 FULLERTON AVE STE 17 NEWBURGH, NY 12550-3740
727	Alarm Company Of Okeechobee Inc., The	Carl Shumate	3121 Lakeview Dr Sebring, FL 33870-7906
728	AXIOS SERVICES, L.L.C.	LAURA KEFALAS	12600 DEERFIELD PARKWAY, SUITE 100 ALPHARETTA, GA 30004-6130
729	B2B HOLDINGS INC	MARY BLOEM	168 SUTTON ST UXBRIDGE, MA 01569-1133
730	COMMERCIAL CONTRACTING CONSULTANTS LLC	TAMESHA EVERS	14 LIVE OAK ST STE A7 GULF BREEZE, FL 32561-4484
731	R&I CONSTRUCTION, INC.	IRENE WONG	98-1771 NAHELE ST AIEA, HI 96701-1724

732	LALINI ENTERPRISES LLC	LALINI PILLAY	1400 MONTAGUE ST NW WASHINGTON, DC 20011-2870
733	GREENHALL LLC	CINDY GREEN	7720 LINKWOOD ST SAN ANTONIO, TX 78240-2850
734	D&S INTERNATIONAL, LLC	MARLENE CAMAN	5004 BRIGHTON AVE KANSAS CITY, MO 64130-3109
735	SOJI Construction, LLC	Thomas Fournier	910 S Sierra Madre St Colorado Springs, CO 80903-4246
736	SOUTH ALABAMA CONTRACTING LLC	TRACY SIMPLER	1801 LINDSEY BRIDGE RD ANDALUSIA, AL 36420-8839
737	BETWEEN RIVERS INC	DONNA SCOTT	20540 COUNTY ROAD 64 ROBERTSDALE, AL 36567-4052
738	SUN CITY CABLING, LLC SUN CITY CABLING	KERRY DAVIE	465 N RESLER DR. STE C EL PASO, TX 79912-2704
739	AVCOR CONSTRUCTION LLC AVCOR CONSTRUCTION & CONSULTING	AMANDA POWERS	213 W MAIN ST STE 1 HEBER SPRINGS, AR 72543-3038
740	NV SERVICES LLC	NEYSSA VARELA	CALLE ISABEL LA CATOLICA A 25 MANSIONES REALES GUAYNABO, PR 00969
741	ACO REMODELING & CONSTRUCTION INC.	JANNET CERVANTES	2222 TEXAS AVE EL PASO, TX 79901-2016
742	MHK TECHNOLOGIES, INC	SUSAN ROACH	215 VINE ST JOHNSTOWN, PA 15901-1518
743	AirTel Tower LLC	Anita kumar	700 CENTRAL EXPY S STE 400 ALLEN, TX 75013-8113
744	VANGUARD PACIFIC LLC	SYDNEY CODY	1 CHISOLM TRAIN, SUITE 450 ROUND ROCK, TX 78681
745	Ticknor, Cammy C Computer Cite	CAMMY TICKNOR	4112 Stanley Blvd Pleasanton, CA 94566-6246
746	STELL ENVIRONMENTAL ENTERPRISES, INC. STELL	JULIE ERICKSON	600 EAGLEVIEW BLVD # 300 EXTON, PA 19341-1121
747	ATC Techsolutions LLC	Leslie A Carlin	297 Westwood Dr Ste 107 Bldg B West Deptford, NJ 08096-3144
748	LOTUS USA INC	PRASAD YALAMANCHI	445 S FIGUEROA ST LOS ANGELES, CA 90071-1602
749	MISSION CONTRACTING, INC.	DESIREE GRILLO	7012 KINGFISHER LN LANHAM, MD 20706-3958
750	LADANCO, L.L.C. LADANCO PLUMBING	LAURA NEUBERT	5505 GREENWOOD ROAD SHREVEPORT, LA 71109-5411
751	M & K GENERAL CONTRACTORS INC	KARLA FRESE	241 W 35TH ST STE L NATIONAL CITY, CA 91950-7920

752	NEW WEST ELECTRIC, INC.	LENORE FRAGA	1152 MISSOURI ST SAN DIEGO, CA 92109-2659
753	SBH SERVICES, INC.	SHARON ATHAS COTE	1577 C ST STE 106 ANCHORAGE, AK 99501-5127
754	AJ COMMERCIAL SERVICES, INC. ASC PAVING	RAFALITA AVALOS	6429 CROSSTOWN EXPY SUITE D CORPUS CHRISTI, TX 78417-3418
755	E & S CONSTRUCTION, LLC	ELIZABETH PIPPETT	1598 W GOLD BAR RD WASILLA, AK 99654-8912
756	JIRACOR LLC	ALMA CORONADO	3275 PROGRESS DR STE A ORLANDO, FL 32826-2932
757	INVISION CORPORATION	LOURDES MARTINEZ	CARR 505 KM 3.0 BO MACHUELO ARRIBA SECTOR PARAISO PONCE, PR 00731
758	EMMATY, INC	MADELINE CABRERA	31 GRANITE ST STE 6 MILFORD, MA 01757-1695
759	ALTAGROVE LLC	KOSHIKO BEEGAN	12143 EDDYSPARK DR HERNDON, VA 20170-2548
760	WBE-MICH CONSTRUCTION SERVICES LLC	JOANNE HERMAN	1217 KENSINGTON AVE FLINT, MI 48503-5374
761	POINTER CONSTRUCTION GROUP, LLC	DEVRIE WELIVER	5101 NW 21ST AVE STE 355 FORT LAUDERDALE, FL 33309-2707
762	MSB ANALYTICS, INC.	THARON HONEYCUTT	4970 CORPORATE DR NW STE 100 HUNTSVILLE, AL 35805-6230
763	INFOMARINES INC	VINEELA GUNTUKU	25937 ROYSTON PASS CIR ALDIE, VA 20105-3222
764	SOUTHWESTERN DAKOTAH INC	JESSYCA FOVARGUE	3148 S CHRYSLER AVE TUCSON, AZ 85713-5463
765	VERSATILE BUSINESS SOLUTIONS LLC	COLETTE YOUNGBLOOD	14909 HEALTH CENTER DR. # 226 BOWIE, MD 20716-1091
766	FRAZIER ENGINEERING, INC.	Michelle Shoultz	2289 W EAU GALLIE BLVD STE B MELBOURNE, FL 32935-3100
767	UNIFIED BUSINESS TECHNOLOGIES INC U B T	MICHELLE D'SOUZA	353 INDUSCO CT STE C TROY, MI 48083-4646
768	SKYFLINT CRITICAL TECHNOLOGIES LLC	AUDREY GRANSBERG	420 NE 39TH TER OKLAHOMA CITY, OK 73104-3721
769	Cybergear, Inc.	Craig Carnahan	141 N 6th Street Show Low, AZ 85901-5004
770	J STAR ENTERPRISES INC	JILL COLEMAN	2882 ALLEN ST NEW ORLEANS, LA 70119-1147
			132 E MAIN STREET #106

771	SOLUTIONS-IES, INC.	ANN BORDEN	GRAND PRAIRIE, TX 75050-5758
772	S & B CHRIST CONSULTING LLC	SHARON CHRIST	5580 S FORT APACHE RD STE 130 LAS VEGAS, NV 89148-3615
773	NATIONAL SERVICES INC	ROBERT DAVIS	1528 SEA BREEZE TRL VIRGINIA BEACH, VA 23452-4731
774	SPANISH SOLUTIONS, LLC SPANISH SOLUTIONS	MARCELA LOPEZ	551 NE 110TH TERRACE MIAMI, FL 33161-7153
775	CJN CONSULTING INC	CAMILLA NGURRE PAUL	141 WINDMEADOW WAY FAYETTEVILLE, GA 30214-5313
776	ROCK CREEK BUSINESS SYSTEMS LLC	MICHELLE WILSON	9313 BELLS MILL RD POTOMAC, MD 20854-2218
777	FULL CIRCLE GROUP, INC.	ALICIA WILLIAMS	740 SPRINGDALE DR STE 125 EXTON, PA 19341-2831
778	AYUDA MANAGEMENT CORPORATION	MARIA Velez	1601 E 18TH ST STE 367 KANSAS CITY, MO 64108-1680
779	M PATTERSON SERVICES LLC	MICHELE PATTERSON	3001 READING AVE HAMMONTON, NJ 08037-8002
780	RONIN STAFFING LLC	VIVIAN RUTHERFORD	500 N BRAND BLVD STE 625 GLENDALE, CA 91203-3390
781	CANINO ELECTRIC CO.	KATHLEEN CANINO	41 PLAZA DR UNIT A WESTMONT, IL 60559-1134
782	COLTCAM LLC	MAGGI JONES	1821 RIVERSIDE BLVD NORFOLK, NE 68701-3007
783	L & R COMM & CONSTRUCTION INC	ROSARIO ROMERO	1010 MESA LOOP NW LOS LUNAS, NM 87031-8327
784	SILENT SECURITIES, INC. SECURITY 101	MATTHEW NETARDUS	3301 COLLEY AVE STE 101 NORFOLK, VA 23508-3016
785	FAITH GROUP, L.L.C.	MICHELLE CHAMBLISS	3101 S HANLEY RD STE 100 SAINT LOUIS, MO 63143-3619
786	KT CONTRACTING & CONSTRUCTION LLC	KOURTNEY ARMSTRONG	13035 COUNTY ROAD 809 SWEENY, TX 77480-8264
787	PROJECT 216 LLC	SHARON HAMMOND	912 THAYER AVE FL 3 SILVER SPRING, MD 20910-4570
788	SPHERECOM ENTERPRISES INC	PATRICIA CARDER	8356 W MAIN ST # 2ND MARSHALL, VA 20115
789	GEMINI INDUSTRIES INC.	SALVATORE MALGARI	200 SUMMIT DR BURLINGTON, MA 01803-5264

790	GLOBAL ONE LT INC	LEENA TRIPATHI	5714 RFD LONG GROVE, IL 60047-8241
791	TRUTH TECHNOLOGY INC	APRIL BROWN	5201 MARIES RETREAT DR BOWIE, MD 20720-3342
792	COMMERCIAL CABLING CO	RYAN GEISELHOFER	8036 E SIENNA ST MESA, AZ 85207-1144
793	NETWORK RUNNERS INC	MANOJ BHATIA	16302 HUNTER PL LEESBURG, VA 20176-7829
794	SHIVAN TECHNOLOGIES, INC	BHANUREKHA BATHULA	208 SOUTH KING ST SUITE 301A LEESBURG, VA 20175
795	ASPIRYON LLC	NEIL CRISMAN	7600 CHEVY CHASE DR SUITE 300 AUSTIN, TX 78752-1599
796	TECHSENTIALS INC	LISA HARLEY	12510 TOBIAS CT CLINTON, MD 20735-4598
797	CITY PARK EQUIPMENT INC	MARIA PRESTON MALDONADO	608 AVE ESCORIAL URB CAPARRA HEIGHTS SAN JUAN, PR 00920-4719
798	D & D CONSTRUCTION INC	DIANA WONG	94-1388 MOANIANI ST STE 222 WAIPAHU, HI 96797-6605
799	SDC CONTRACTING, INC.	JENNIFER STRICKLAND	606 LIBERTY AVE FL 3 PITTSBURGH, PA 15222-2721
800	JEMISON & PARTNERS INC	LYDIA JEMISON	3521 LAKE DES ALLEMANDS DR HARVEY, LA 70058-5162
801	MORA CONSULTANTS LLC	GNEI MOHIDEEN	365 W 2ND AVE STE 220 ESCONDIDO, CA 92025-4137
802	R-CAP SECURITY, LLC	CHARLOTTE PERKINS	7800 SUPERIOR AVENUE CLEVELAND, OH 44103-2858
803	GLOBAL QUALITY SOLUTIONS, INC. GQS CONSTRUCTION SERVICES	ADRIANA BLANKENSHIP	7235 BENTLEY ROAD STE 930 JACKSONVILLE, FL 32256
804	SMARTNET INC SMARTNETWORKS	LYNNE AUSTIN	211 EDWARDS FERRY RD NE LEESBURG, VA 20176-2305
805	1-800-BOLLARDS, INC. 1-800-BOLLARDS	JODI SEIDENBERG	10 HUGHES STE A105 IRVINE, CA 92618-1911
806	COLLINS CONSTRUCTION SERVICES, INC.	DAWN MORGAN	2135 ROWLAND AVE SUITE C SAVANNAH, GA 31404-4453
807	VSSI LLC	POLINA BUNNER	1204 NEEDHAM CT CROFTON, MD 21114-3236
			125 ELECTRONICS BLVD SW UNIT B

808	CINTEOT INC.	JOSEPH KELLY	HUNTSVILLE, AL 35824-2212
809	ABSCUS INC.	LEENA JAYAMOHAN	2727 N 2ND ST HARRISBURG, PA 17110-1205
810	DONOHUE, MARIELLEN AVALON ENERGY CONSULTANTS	MARIELLEN DONOHUE	401 N WAWASET RD WEST CHESTER, PA 19382-1736
811	UNIFIED BUSINESS TECHNOLOGIES, INC.	CANDI PLANK	124 KAULANA WAY HONOLULU, HI 96821-2531
812	LOCURRENT SYSTEMS, LLC	ANTONIETTA LORUSSO	3522 COUNTY HIGHWAY 11 COOPERSTOWN, NY 13326-5600
813	AMERIVET ENTERPRISES, LLC	PAMELA BOZIO-ROWLAND	336 COVE TERRACE SHOPPING CTR COPPERAS COVE, TX 76522-2261
814	AMRI LLC	IRMA CAMACHO	418 MELONEY DR HINESVILLE, GA 31313-5763
815	ACTIVE ENERGY SERVICES LLC	RICH EVERETT	1300 COLLEGE ST CLARKSVILLE, TN 37040-3326
816	AJB CONSTRUCTION INC	DAN CARROLL	21819 KATY FWY STE B107 KATY, TX 77450-4584
817	ADVANCED INTEGRATION GROUP, INC. ADVANCED TECHNICAL STAFFING	DONNA CHAPPEL	1 MCCORMICK RD STE A MCKEES ROCKS, PA 15136-1429
818	MONALISA INVESTMENTS LLC	MELISSA KUDJOE	5507 NIGHTHAWK WAY INDIANAPOLIS, IN 46254-4771
819	PROFESSIONAL ENGINEERING CONCEPTS INC	ERVIN TORRES	100 ROAD 165 STE 601 GUAYNABO, PR 00968-8053
820	QUALITY TECHNOLOGY INC	RENEE PARKER	4600 FORBES BLVD STE 400 LANHAM, MD 20706-4312
821	AFGLOBE COMMUNICATIONS INC	MOHAMED HERSI	950 HERNDON PKWY STE 140 HERNDON, VA 20170-5526
822	S2TECHNOLOGIES, LLC S2TECH	MARGARET STEIN	111 N 2ND ST SMITHFIELD, NC 27577-3933
823	BLUE CONSTRUCTION SERVICES LLC	SEPTEMBER BLUE	735 VANDERBILT TER SE LEESBURG, VA 20175
824	CM Construction Services, Inc.	Monique Miron	3111 Camino Del Rio N # 473 San Diego, CA 92108-5720
825	CAPE CONSTRUCTION LLC	CAULA BUTLER	20755 CHARLES ORY DR PLAQUEMINE, LA 70764-5318
826	ASPHALT PLUS INC	MELINDA OEDEKOVEN	425 JOHNSON LN BILLINGS, MT 59101-6714
827	VORTEX SOLUTIONS LLC	REGINA TILLER	5950 LIVE OAK PARKWAY, STE 250 NORCROSS, GA 30093-1712

828	MATTIC INC	DAVID MAMO	2488 PEARSON RD MILFORD, MI 48380-4322
829	Central Texas Express Metalwork, Llc Express Contracting	Kara Clayton	304 EL PASO ST SAN ANTONIO, TX 78207-5000
830	NEXAGEN NETWORKS, INC.	RUPAL PARIKH	2129 PULASKI HWY STE 102 HAVRE DE GRACE, MD 21078-2141
831	TESTAMENT GROUP, LLC	JEREMIAH ROGERS	11700 HUGHES LN KNOXVILLE, TN 37932-3089
832	ADVANTAGE SCI, LLC ADVANTAGE SCI	TRACI BRITTON	1725 DUKE ST, STE 500 ALEXANDRIA, VA 22314-3457
833	EVERBEE'S BRIGHT LLC	MICHELE BRIGHT	117 WHOLESALE AVE NE STE 1 HUNTSVILLE, AL 35811-1517
834	FIRELAKE CONSTRUCTION INC	SCOTT NEWTON	3054 LEEMAN FERRY RD SW STE H HUNTSVILLE, AL 35801-5660
835	DE LA HOZ BUILDERS INC	HILDA DE LA HOZ	1 N ORANGE ST FELLSMERE, FL 32948-6638
836	UNIFIED BUSINESS TECHNOLOGIES INC	MICHELLE D'SOUZA	300 MEMORIAL FIELD DR HOPKINSVILLE, KY 42240-8075
837	G.M. HILL ENGINEERING, INC.	GINA HILL	9700 PHILIPS HWY STE 101 JACKSONVILLE, FL 32256-1344
838	MACBRACEY CORPORATION	KELLY RODDY	2085 PARK AVE STE 100 WASHINGTON, PA 15301-8130
839	ASHFORD INTERNATIONAL LLC	STEVE DAVIS	2803 FRUITVILLE RD STE 125 SARASOTA, FL 34237-5367
840	ASPEN COMMUNICATIONS LLC ASPEN ENGINEERING & CONTRACTING	SHEILA RICHARDSON	7 KIJI DAVA CIR STE A PRESCOTT, AZ 86301-5691
841	SECURE & DEFENSIVE CONSULTING LLC	JOCELYN HOBBS	813 LIVERPOOL CIR APT 102 CHESTER, VA 23836-2726
842	SH MECHANICAL INC	KERLITA HACKER	231 TRAVIS CT SUISUN CITY, CA 94585-2441
843	CLAYTON CO CONSULTANTS LLC	ANNIE CLAYTON	2033 FLESHER AVE JACKSONVILLE, FL 32207-3519
844	FEDSCALE INC.	TEENA SIROHI	1 N BROAD ST STE B LURAY, VA 22835-1147
845	INDIGO BLUE CONSTRUCTION, LLC	KIMELA OVERSTREET	260 PEACHTREE STREET NW SUITE 2200 ATLANTA, GA 30303
	RAZOR CONSULTING SOLUTIONS, INC.	CARLA	1416 10TH STREET SW

846	RAZOR CONSULTING	SCHWARTZENBERGER	WATFORD CITY, ND 58854-6845
847	GEMINI INDUSTRIES INC.	SAL MALGARI	2750 PROSPERITY AVE STE 530 FAIRFAX, VA 22031-4338
848	RESOLUTE MANAGEMENT GROUP, LLC	MARCUS CULLEY	8803 WIND CHIME CT UPPER MARLBORO, MD 20772-5077
849	PROGRESSIVE INDUSTRIES, INC.	VALERIE O'DONNELL	4131 W BELMONT CHICAGO, IL 60641-4625
850	HEATHER TECHNOLOGIES CORPORATION	HEATHER WADE	225 VIA EBOLI NEWPORT BEACH, CA 92663-4603
851	SANDY BEAR CREEK INC.	TAMMY FIGUEROA	3 PEMBROKE LN BELLA VISTA, AR 72715-8824
852	NEVER ENDING TECHNOLOGY INC	LAQUITA NELSON	4900 UNIVERSITY SQ STE 14 HUNTSVILLE, AL 35816-1829
853	RENO TAHOE REALTY GROUP LLC	SARAH CARMONA ZINK	1732 FREMONT BLVD STE 200F SEASIDE, CA 93955-3623
854	SGI CONSTRUCTION LLC	ANGELA GOMEZ	1124 E GABRILLA DR CASA GRANDE, AZ 85122-6794
855	CBI INTERNATIONAL GROUP, INC.	JANET ALLISON	1954 AIRPORT RD STE 215 ATLANTA, GA 30341-4953
856	CALSON CONSTRUCTION CORP	CAROLINE CALCAGNI	34 OAKDALE AVE JOHNSTON, RI 02919-5315
857	SOLUTIONS-IES, INC.	ANN M. BORDEN	01 NORTH REUS ST, PENSACOLA, FL 32502-4766
858	RORE, INC.	GITA Murthy	7008 LA CUESTA CT VENTURA, CA 93003-1453

Tue 2/7/2023 2:57 PM

JM

Jessica Monreal

Notice of Opportunity

To Jessica Monreal

Bcc 'john.mays@aleutfederal.com'; 'kcolon@plugincorp.com'; 'seanfloyd@anteantech.com'; 'saikens@apesolutionsllc.com'; 'kendrick@nexlegacyconstruction.com'; 'ken@e6services.com'; 'tcummings@onyxmsgroup.com'; 'john.melton@fortsillapache.com'; 'cyerkes@yerkessouth.com'; 'mitchellsons1@att.net'; 'mfonseca@dawsonohana.com'; 'Sherri.Ellis@chickasaw.com'; 'amin@optimakb.com'; 'ahoywhitebear@outlook.com'; 'dwight@dcr-services.com'; 'lpace@ses-grp.com'; 'mcrosby@centextech.com'; 'jdiaz@ampleelectric.com'; 'darrell.garcia@forceam.com'; 'RBargeron@portgraham.tech'; 'pterry@cedarbandcorp.com'; 'RRUIZ0404@HOTMAIL.COM'; 'william.line@doyongovgrp.com'; 'jacobf@redpointteam.com'; 'Hendersonselectric@hotmail.com'; 'bruce@RymarcConstruction.com'; 'n.kelley@tsayfcg.net'; 'laura@msabllc.com'; 'mrathe@mn-e.com'; 'deon.ford@prism-intl.com'; 'Corporate@SIC-Barlovento.com'; 'omjconsultantllc@gmail.com'; 'matthisconstruction08@gmail.com'; 'info@keoassoc.com';

Dear Vendor,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to notify SBA vendors of our procurement solicitations. You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes, 238210,334290,561621 which include the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 230202 Security Systems Products and Services. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

Company Name	Contact Person	Mailing Address	City	State	Zip
BEAED LP	William Hartman	PO BOX 1760,	ALVIN	TX	77512-1
NATIONAL SECURITY & PROTECTIVE SERVICES,	Danny Elmore	8553 NORTH BEACH ST,SUITE 187	FORT WORTH	TX	76244-4
PRODUCTS UNLIMITED, INC.	SUSAN RAITHEL	1900 PRESTON RD,SUITE 267 - PMB 297	PLANO	TX	75093-5
FUN ABOUNDS, INC.	Leigh Walden	114 VENICE ST,	SUGAR LAND	TX	77478-3
CON10GENCY CONSULTING LLC	Richard Smith	17170 JORDAN,SUITE 404	SELMA	TX	78154-1
A AND J CONSULTING GROUP, LLC	SHITONDA JOHNSON	PO BOX 14416,	HOUSTON	TX	77221-4
CERBERUS FORENSIC POLYGRAPH, LLC	KEITH L. BRAXTON	17615 CYPRESS LAUREL ST,	HOUSTON	TX	77095-4
GETAN RESOURCES, LLC	Jacques Burhama	7324 SOUTHWEST FWY STE 1472,	HOUSTON	TX	77074-2
OUTREACH STRATEGISTS, LLC	Mustafa Tameez Grady	2727 ALLEN PARKWAY,SUITE 1300	HOUSTON	TX	77019-2
VANWRIGHT LLC	VanWright Katherine	4118 N NOLAN PL,	PEARLAND	TX	77584-9
CENTRAL TEXAS LITIGATION SUPPORT	Burrow/Presiden t	SERVICES, INC.,7215 BOSQUE BLVD	WACO	TX	76710-4
ZED SECURITY, L.L.C.	Kay Camp	624 W UNIVERSITY DR,435	DENTON	TX	76201-1
CM PROFESSIONAL SERVICES, LLC	Coleman McKoy	106 E OVILLA RD STE 1A,	RED OAK	TX	75154-2
DESIGN SECURITY CONTROLS, LLC	Kate Droll	1511 UPLAND DR,SUITE 103	HOUSTON	TX	77043-4

HORIZON TELEPHONE SYSTEMS, INC.	Rey G. Salinas	12918 FLAGSHIP,	SAN ANTONIO	TX	78247-3
GARCOM, INC.	PRESIDENT-JESUS ALBERTO GARCIA	1008 DIESEL DR,	EL PASO	TX	79907-3
LINWOOD PROFESSIONAL SOLUTIONS, LLC	Joshua Woodard	1308 CEDAR DR,	LA MARQUE	TX	77568-3
CWA FEDERAL CONSTRUCTION	Marcee Thomas	1609 COLUMBUS AVE STE D,	WACO	TX	76701-1
AMIGO SERVICES, INC.	Sylvia Villanueva	5916 WISDOM CREEK DR.,	DALLAS	TX	75249-5
BEYOND COMPUTER SERVICES, LLC.	ERVIN HUGHES III	5606 N NAVARRO STREET,SUITE 300-O	VICTORIA	TX	77904-1
AARC CONSULTANTS, LLC	Rick Chainani	PO BOX 421168,	HOUSTON	TX	77242-1
TEXAS REPUBLIC SECURITY AND INVESTIGATIO	Fred Perez	11238 OCATE HELOTES, TEXAS 78023,	HELOTES	TX	78023-4
RIGHTWAY CONNECTIONS OF TEXAS, INC.	President/Daniel Muniz	PO BOX 875,	HUMBLE	TX	77347-0
RANGER ELITE MANAGEMENT, LLC	William Hibbard	5701 STATE HIGHWAY 317,	BELTON	TX	76513-5
SIGMA SURVEILLANCE INC. DBA STS 360	John Hoffman	14229 PROTON RD,	DALLAS	TX	75244-3
KIRMICHAEL RAE, L.L.C.	David Martin	8504 KENNING CT,	PLANO	TX	75024-7
SARVICUS LLC	Marc Packard	9002 CHIMNEY ROCK RD STE G# 205,	HOUSTON	TX	77096-2
GAP ENGINEERING, INC.	Mike Homma	21703 KINGSLAND BLVD SUITE 103,	KATY	TX	77450-2
ARBER INC	Pres./ROBERT M. LOZANO	1716 S SAN MARCOS STE 120,	SAN ANTONIO	TX	78207-7
MAGA Industries Limited Liability Compan	Brooke Wang	7037 Longo Dr,	The Colony	TX	75056-4

T & G IDENTIFICATION SYSTEMS, INC.	Bobby Mays	5608 MALVEY AVE STE 100,	FORT WORTH	TX	76107-5
FIOSTA TECHNOLOGIES, LLC	Dave Cruz	P.O. BOX 88,	HELOTES	TX	78023-0
VANGUARD FIRE SYSTEMS, L.P.	Cynthia Richter	2340 PATTERSON INDUSTRIAL DR,	PFLUGERVILLE	TX	78660-8
S & R OPERATIONS, INC.	Susan Meacham	2436 PEYTON ROAD,	HOUSTON	TX	77032-2
BL TECHNOLOGY, INC.	Deborah Lee	1730 S. CHERRY STREET,	TOMBALL	TX	77375-6
CAN-AM WIRELESS, LLC	Johan Rahardjo	8704 CREST RIDGE CIR,	AUSTIN	TX	78750-3
WASTE MODE	KAMA EKON	9222 Hummingbird Ln,	Missouri City	TX	77459-6
TEYRACHI LOGISTICS LLC	Tierra Daniels	2815 DEFOE DR,	KATY	TX	77449-4
VITTATOE CONSULTING, LLC	Vince Vittatoe	4100 ELDORADO PARKWAY,SUITE 100-206	MCKINNEY	TX	75072
Uncharted Territory Solutions	William Hill	507 N SAM HOUSTON PKWY E SUITE 165,SUITE 1900-0128	HOUSTON	TX	77060-4
OPFOR GROUP LLC	Jerry Pena	2705 NICOLE DR,	MISSION	TX	78574-9
Risk Mitigation Worldwide, Inc.	Eartha Johnson	9800 Northwest Fwy Ste. 600,	Houston	TX	77092-3
PRECISION TASK GROUP, INC.	Vanessa Ozuna	9801 WESTHEIMER RD STE 803,	HOUSTON	TX	77042-3
JANISSARY, LLC	Nathan Yalcin	306 MAIN ST STE 303,	HOUSTON	TX	77002-1
PROTECT ENVIRONMENTAL SERVICES, INC.	Alicia Cameron	6504 MIDWAY RD,STE 200	HALTOM CITY	TX	76117-5
LIBERTY EQUIPMENT SALES, INC.	Cynthia Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2

Wildflower Insight LLC	Tia Nayar	4456 Big Sky Dr,	Plano	TX	75024-7
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-0
Queen of Hearts CPR	Anna Rogers	263,	Leander	TX	78641-1
QC TV CORP.	Pres./WANDA PALMER	PO BOX 691165,	HOUSTON	TX	77269-1
JM TRANSPORT LLC	Jeffrey Martinez	1278 CABELAS DR,UNIT 532	BUDA	TX	78610-2
KT BLACK SERVICES, LLC	Kristi Marie Black	910 SW 7TH AVE,	AMARILLO	TX	79101-2
VISION IT CONSULTANTS LLC	Emily Young	3308 BROADWAY,SUITE 300	SAN ANTONIO	TX	78209-6
RESALE RESOURCE CORPORATION	Ed Garcia	10200 MCKALLA PL,SUITE 200	AUSTIN	TX	78758-4
TAC ELEVEN, LLC	Justin Bellamy	2607 OPEN PRAIRIE LN,	KATY	TX	77493
CREWFACILITIES.COM LLC	Andrea Tsakanikas	311 RANCH ROAD 620 S,SUITE 107	LAKEWAY	TX	78734-4
ALB COMMUNICATION SERVICES, LLC	ANDREA BRYMER	PO BOX 171209,	AUSTIN	TX	78717-0
TEXAS SHIELD PUBLIC SAFETY, LLC	Matthew Garcia	134 ASH ST,	BASTROP	TX	78602-9
TRIUMPH CABLING SYSTEMS, L.L.C.	Jacinto Gonzalez	17130 GROESCHKE RD,	HOUSTON	TX	77084-4
BULLCHASE, INC.	Marianne Galea	3000 POLAR LANE SUITE 703,SUITE 703	CEDAR PARK	TX	78613-3
ESA SOLUTIONS LLC	Paul Nguyen	2925 GULFREEWAY SOUTH,SUITE B180	LEAGUE CITY	TX	77573
X & T ENTERPRISE COMPANY	Tamieka Aaron	8127 OXBOW MANOR LN,	CYPRESS	TX	77433-4
INTEGRITY GLOBAL SECURITY SERVICES LLC	Aisha Bean	521 N SAM HOUSTON PKWY E,STE 435	HOUSTON	TX	77060-4

HAWKEYE ENTERPRISES LLC	William B Hendricks III	873 LONESOME TRL,	DRIFTWOOD	TX	78619-5
TSI-GLOBAL LLC	Joe Bass	7202 SADDLE TAN,	FAIR OAKS RANCH	TX	78015-4
BICKHAM SERVICES UNLIMITED, LLC	Rachel Bickham	2450 LOUISIANA STREET,STE., 400-522	HOUSTON	TX	77006-2
CRAIG'S DIRT SERVICE, L.L.C.	Zane R Brown	PO BOX 2627,	LINDALE	TX	75771-8
MAXARI ENERGY LLC DBA ENERGYFUNDZ	Raya Guruswamy	2301 W ANDERSON LN., AUSTIN, TX 78757,ST. 102-130	AUSTIN	TX	78757
SERIANNI SECURITY, LLC	Marie Bridget Smith	P.O. BOX 591846,	SAN ANTONIO	TX	78259-0
INNOVATIVE LOGICS, LLC	Worris Levine	7 HOME PLACE CT,	DWG	TX	76016-3
TEXAS ENFORCER, A LIMITED LIABILITY COMP	LORENZO SOSA	P.O. BOX 971122,P.O. BOX 971122	EL PASO	TX	79997-1
LACEY NEWDAY CONSULTING, LLC	Sidney E. Lacey	1414 1/2 GUSTAV ST.,	HOUSTON	TX	77023-1
BAKER'S SAFE & LOCK CO.	Simpson,Debra	PO BOX 630129,	HOUSTON	TX	77263
The Sharp Organization	Simone Williams	16753 DONWICK Dr,Ste. 4A	Conroe	TX	77385-3
SEPARATION SYSTEMS CONSULTANTS, INC.	Helen I Hodges	17041 EL CAMINO REAL STE 200,	HOUSTON	TX	77058-2
WILLIAMSRDM, INC.	Della Williams	200 GREENLEAF ST,	FORT WORTH	TX	76107-1
VIRTUO GROUP CORPORATION	Theresa Blackwell	6700 WOODLANDS PKWY,SUITE 230 - 322	THE WOODLANDS	TX	77382-2
THE PATHFINDER SOLUTIONS GROUP, LLC	David W Johnson	394 IRON HL,	NEW BRAUNFELS	TX	78132-3
PHOENIX GEOSYSTEMS SURVEY SUPPLIES, LLC	Annette Mollere	12746 CIMARRON PATH,SUITE 117	SAN ANTONIO	TX	78249-3

Tovoy Solutions LLC	Jason Hammond	127 N San Jacinto Ave, STE 201,	Cleveland	TX	77327-3
CENTURION SOLUTIONS LLC	Douglas Jackson	425 SHADY CREEK DRIVE,SUITE 1001	BRYAN	TX	77808-7
AMERICAN SURVEILLANCE COMPANY	CEO/Jaime Escobedo	55 GALONSKY ST,	BROWNSVILLE	TX	78521-3
Harris-Jones Staffing & Recruiting, LLC	CONSTANCE JONES	22720 Morton Ranch Rd,Ste 160 #358	Katy	TX	77449-2
PRIMARY SAFETY AND HEALTH LLC	Betty w. Harris	PO BOX 50563,	MIDLAND	TX	79710-0
KM Infotech Inc	Kartavya Mahadevia	4040 TX-121,Ste 160	Carrollton	TX	75010-1
LEXINE INC	Anselmo Ramos	400 E PECAN BLVD,	MCALLEN	TX	78501-5
DIVERSITY SECURITY SERVICES LLC	Diversity Security Services LLC	19901 SOUTHWEST FWY,	SUGAR LAND	TX	77479-6
NAVALES ENTERPRISES, INC.	Gloria Navales	3702 RUSTLING OAKS,	SAN ANTONIO	TX	78259-3
Blue Armor Security Services, Inc.	Willie Ng	14603 HUEBNER RD,BUILDING 38 SUITE 2	SAN ANTONIO	TX	78230-5
Major, Inc.	Jay Petrilla	14220 Northbrook Drive, Ste. 500,SUITE 500	San Antonio	TX	78232-5
WESTSTAR CORPORATION	Edward Flores	6335 CAMP BULLIS RD SUITE 24,	SAN ANTONIO	TX	78257-9
HOHENBERGER, INC. DBA CSI: LUBBOCK	Courtney Hohenberger	2317-114TH ST,	LUBBOCK	TX	79423-3
XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300,	AUSTIN	TX	78752-1
XRT, LLC	PARISH HARRIS	2505 Pace Bend Rd. S,	Spicewood	TX	78669-2

Company Name	Contact Person	Mailing Address	City	State	Zip
BEAED LP	William Hartman	PO BOX 1760,	ALVIN	TX	77512-1
NATIONAL SECURITY & PROTECTIVE SERVICES,	Danny Elmore	8553 NORTH BEACH ST,SUITE 187	FORT WORTH	TX	76244-4
PRODUCTS UNLIMITED, INC.	SUSAN RAITHEL	1900 PRESTON RD,SUITE 267 - PMB 297	PLANO	TX	75093-5
FUN ABOUNDS, INC.	Leigh Walden	114 VENICE ST,	SUGAR LAND	TX	77478-3
CON10GENCY CONSULTING LLC	Richard Smith	17170 JORDAN,SUITE 404	SELMA	TX	78154-1
A AND J CONSULTING GROUP, LLC	SHITONDA JOHNSON	PO BOX 14416,	HOUSTON	TX	77221-4
CERBERUS FORENSIC POLYGRAPH, LLC	KEITH L. BRAXTON	17615 CYPRESS LAUREL ST,	HOUSTON	TX	77095-4
GETAN RESOURCES, LLC	Jacques Burhama	7324 SOUTHWEST FWY STE 1472,	HOUSTON	TX	77074-2
OUTREACH STRATEGISTS, LLC	Mustafa Tameez Grady	2727 ALLEN PARKWAY,SUITE 1300	HOUSTON	TX	77019-2
VANWRIGHT LLC	VanWright Katherine	4118 N NOLAN PL,	PEARLAND	TX	77584-9
CENTRAL TEXAS LITIGATION SUPPORT	Burrow/Presiden t	SERVICES, INC.,7215 BOSQUE BLVD	WACO	TX	76710-4
ZED SECURITY, L.L.C.	Kay Camp	624 W UNIVERSITY DR,435	DENTON	TX	76201-1
CM PROFESSIONAL SERVICES, LLC	Coleman McKoy	106 E OVILLA RD STE 1A,	RED OAK	TX	75154-2
DESIGN SECURITY CONTROLS, LLC	Kate Droll	1511 UPLAND DR,SUITE 103	HOUSTON	TX	77043-4

HORIZON TELEPHONE SYSTEMS, INC.	Rey G. Salinas	12918 FLAGSHIP,	SAN ANTONIO	TX	78247-3
GARCOM, INC.	PRESIDENT-JESUS ALBERTO GARCIA	1008 DIESEL DR,	EL PASO	TX	79907-3
LINWOOD PROFESSIONAL SOLUTIONS, LLC	Joshua Woodard	1308 CEDAR DR,	LA MARQUE	TX	77568-3
CWA FEDERAL CONSTRUCTION	Marcee Thomas	1609 COLUMBUS AVE STE D,	WACO	TX	76701-1
AMIGO SERVICES, INC.	Sylvia Villanueva	5916 WISDOM CREEK DR.,	DALLAS	TX	75249-5
BEYOND COMPUTER SERVICES, LLC.	ERVIN HUGHES III	5606 N NAVARRO STREET,SUITE 300-O	VICTORIA	TX	77904-1
AARC CONSULTANTS, LLC	Rick Chainani	PO BOX 421168,	HOUSTON	TX	77242-1
TEXAS REPUBLIC SECURITY AND INVESTIGATIO	Fred Perez	11238 OCATE HELOTES, TEXAS 78023,	HELOTES	TX	78023-4
RIGHTWAY CONNECTIONS OF TEXAS, INC.	President/Daniel Muniz	PO BOX 875,	HUMBLE	TX	77347-0
RANGER ELITE MANAGEMENT, LLC	William Hibbard	5701 STATE HIGHWAY 317,	BELTON	TX	76513-5
SIGMA SURVEILLANCE INC. DBA STS 360	John Hoffman	14229 PROTON RD,	DALLAS	TX	75244-3
KIRMICHAEL RAE, L.L.C.	David Martin	8504 KENNING CT,	PLANO	TX	75024-7
SARVICUS LLC	Marc Packard	9002 CHIMNEY ROCK RD STE G# 205,	HOUSTON	TX	77096-2
GAP ENGINEERING, INC.	Mike Homma	21703 KINGSLAND BLVD SUITE 103,	KATY	TX	77450-2
ARBER INC	Pres./ROBERT M. LOZANO	1716 S SAN MARCOS STE 120,	SAN ANTONIO	TX	78207-7
MAGA Industries Limited Liability Compan	Brooke Wang	7037 Longo Dr,	The Colony	TX	75056-4

T & G IDENTIFICATION SYSTEMS, INC.	Bobby Mays	5608 MALVEY AVE STE 100,	FORT WORTH	TX	76107-5
FIOSTA TECHNOLOGIES, LLC	Dave Cruz	P.O. BOX 88,	HELOTES	TX	78023-0
VANGUARD FIRE SYSTEMS, L.P.	Cynthia Richter	2340 PATTERSON INDUSTRIAL DR,	PFLUGERVILLE	TX	78660-8
S & R OPERATIONS, INC.	Susan Meacham	2436 PEYTON ROAD,	HOUSTON	TX	77032-2
BL TECHNOLOGY, INC.	Deborah Lee	1730 S. CHERRY STREET,	TOMBALL	TX	77375-6
CAN-AM WIRELESS, LLC	Johan Rahardjo	8704 CREST RIDGE CIR,	AUSTIN	TX	78750-3
WASTE MODE	KAMA EKON	9222 Hummingbird Ln,	Missouri City	TX	77459-6
TEYRACHI LOGISTICS LLC	Tierra Daniels	2815 DEFOE DR,	KATY	TX	77449-4
VITTATOE CONSULTING, LLC	Vince Vittatoe	4100 ELDORADO PARKWAY,SUITE 100-206	MCKINNEY	TX	75072
Uncharted Territory Solutions	William Hill	507 N SAM HOUSTON PKWY E SUITE 165,SUITE 1900-0128	HOUSTON	TX	77060-4
OPFOR GROUP LLC	Jerry Pena	2705 NICOLE DR,	MISSION	TX	78574-9
Risk Mitigation Worldwide, Inc.	Eartha Johnson	9800 Northwest Fwy Ste. 600,	Houston	TX	77092-3
PRECISION TASK GROUP, INC.	Vanessa Ozuna	9801 WESTHEIMER RD STE 803,	HOUSTON	TX	77042-3
JANISSARY, LLC	Nathan Yalcin	306 MAIN ST STE 303,	HOUSTON	TX	77002-1
PROTECT ENVIRONMENTAL SERVICES, INC.	Alicia Cameron	6504 MIDWAY RD,STE 200	HALTOM CITY	TX	76117-5
LIBERTY EQUIPMENT SALES, INC.	Cynthia Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2

Wildflower Insight LLC	Tia Nayar	4456 Big Sky Dr,	Plano	TX	75024-7
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-0
Queen of Hearts CPR	Anna Rogers	263,	Leander	TX	78641-1
QC TV CORP.	Pres./WANDA PALMER	PO BOX 691165,	HOUSTON	TX	77269-1
JM TRANSPORT LLC	Jeffrey Martinez	1278 CABELAS DR,UNIT 532	BUDA	TX	78610-2
KT BLACK SERVICES, LLC	Kristi Marie Black	910 SW 7TH AVE,	AMARILLO	TX	79101-2
VISION IT CONSULTANTS LLC	Emily Young	3308 BROADWAY,SUITE 300	SAN ANTONIO	TX	78209-6
RESALE RESOURCE CORPORATION	Ed Garcia	10200 MCKALLA PL,SUITE 200	AUSTIN	TX	78758-4
TAC ELEVEN, LLC	Justin Bellamy	2607 OPEN PRAIRIE LN,	KATY	TX	77493
CREWFACILITIES.COM LLC	Andrea Tsakanikas	311 RANCH ROAD 620 S,SUITE 107	LAKEWAY	TX	78734-4
ALB COMMUNICATION SERVICES, LLC	ANDREA BRYMER	PO BOX 171209,	AUSTIN	TX	78717-0
TEXAS SHIELD PUBLIC SAFETY, LLC	Matthew Garcia	134 ASH ST,	BASTROP	TX	78602-9
TRIUMPH CABLING SYSTEMS, L.L.C.	Jacinto Gonzalez	17130 GROESCHKE RD,	HOUSTON	TX	77084-4
BULLCHASE, INC.	Marianne Galea	3000 POLAR LANE SUITE 703,SUITE 703	CEDAR PARK	TX	78613-3
ESA SOLUTIONS LLC	Paul Nguyen	2925 GULFREEWAY SOUTH,SUITE B180	LEAGUE CITY	TX	77573
X & T ENTERPRISE COMPANY	Tamieka Aaron	8127 OXBOW MANOR LN,	CYPRESS	TX	77433-4
INTEGRITY GLOBAL SECURITY SERVICES LLC	Aisha Bean	521 N SAM HOUSTON PKWY E,STE 435	HOUSTON	TX	77060-4

HAWKEYE ENTERPRISES LLC	William B Hendricks III	873 LONESOME TRL,	DRIFTWOOD	TX	78619-5
TSI-GLOBAL LLC	Joe Bass	7202 SADDLE TAN,	FAIR OAKS RANCH	TX	78015-4
BICKHAM SERVICES UNLIMITED, LLC	Rachel Bickham	2450 LOUISIANA STREET,STE., 400-522	HOUSTON	TX	77006-2
CRAIG'S DIRT SERVICE, L.L.C.	Zane R Brown	PO BOX 2627,	LINDALE	TX	75771-8
MAXARI ENERGY LLC DBA ENERGYFUNDZ	Raya Guruswamy	2301 W ANDERSON LN., AUSTIN, TX 78757,ST. 102-130	AUSTIN	TX	78757
SERIANNI SECURITY, LLC	Marie Bridget Smith	P.O. BOX 591846,	SAN ANTONIO	TX	78259-0
INNOVATIVE LOGICS, LLC	Worris Levine	7 HOME PLACE CT,	DWG	TX	76016-3
TEXAS ENFORCER, A LIMITED LIABILITY COMP	LORENZO SOSA	P.O. BOX 971122,P.O. BOX 971122	EL PASO	TX	79997-1
LACEY NEWDAY CONSULTING, LLC	Sidney E. Lacey	1414 1/2 GUSTAV ST.,	HOUSTON	TX	77023-1
BAKER'S SAFE & LOCK CO.	Simpson,Debra	PO BOX 630129,	HOUSTON	TX	77263
The Sharp Organization	Simone Williams	16753 DONWICK Dr,Ste. 4A	Conroe	TX	77385-3
SEPARATION SYSTEMS CONSULTANTS, INC.	Helen I Hodges	17041 EL CAMINO REAL STE 200,	HOUSTON	TX	77058-2
WILLIAMSRDM, INC.	Della Williams	200 GREENLEAF ST,	FORT WORTH	TX	76107-1
VIRTUO GROUP CORPORATION	Theresa Blackwell	6700 WOODLANDS PKWY,SUITE 230 - 322	THE WOODLANDS	TX	77382-2
THE PATHFINDER SOLUTIONS GROUP, LLC	David W Johnson	394 IRON HL,	NEW BRAUNFELS	TX	78132-3
PHOENIX GEOSYSTEMS SURVEY SUPPLIES, LLC	Annette Mollere	12746 CIMARRON PATH,SUITE 117	SAN ANTONIO	TX	78249-3

Tovoy Solutions LLC	Jason Hammond	127 N San Jacinto Ave, STE 201,	Cleveland	TX	77327-3
CENTURION SOLUTIONS LLC	Douglas Jackson	425 SHADY CREEK DRIVE,SUITE 1001	BRYAN	TX	77808-7
AMERICAN SURVEILLANCE COMPANY	CEO/Jaime Escobedo	55 GALONSKY ST,	BROWNSVILLE	TX	78521-3
Harris-Jones Staffing & Recruiting, LLC	CONSTANCE JONES	22720 Morton Ranch Rd,Ste 160 #358	Katy	TX	77449-2
PRIMARY SAFETY AND HEALTH LLC	Betty w. Harris	PO BOX 50563,	MIDLAND	TX	79710-0
KM Infotech Inc	Kartavya Mahadevia	4040 TX-121,Ste 160	Carrollton	TX	75010-1
LEXINE INC	Anselmo Ramos	400 E PECAN BLVD,	MCALLEN	TX	78501-5
DIVERSITY SECURITY SERVICES LLC	Diversity Security Services LLC	19901 SOUTHWEST FWY,	SUGAR LAND	TX	77479-6
NAVALES ENTERPRISES, INC.	Gloria Navales	3702 RUSTLING OAKS,	SAN ANTONIO	TX	78259-3
Blue Armor Security Services, Inc.	Willie Ng	14603 HUEBNER RD,BUILDING 38 SUITE 2	SAN ANTONIO	TX	78230-5
Major, Inc.	Jay Petrilla	14220 Northbrook Drive, Ste. 500,SUITE 500	San Antonio	TX	78232-5
WESTSTAR CORPORATION	Edward Flores	6335 CAMP BULLIS RD SUITE 24,	SAN ANTONIO	TX	78257-9
HOHENBERGER, INC. DBA CSI: LUBBOCK	Courtney Hohenberger	2317-114TH ST,	LUBBOCK	TX	79423-3
XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300,	AUSTIN	TX	78752-1
XRT, LLC	PARISH HARRIS	2505 Pace Bend Rd. S,	Spicewood	TX	78669-2

ELITE PROMO LLC	Manager Laura Lerma	15829 CUTTYSARK ST,	CORP CHRISTI	TX	78418-6
NIGHT EYES PROTECTIVE SERVICES INC.	Fernando Rodriguez	2407 E YANDELL DR STE C,	EL PASO	TX	79903-3
FULLIDENTITY.COM, INC	Dayla Wight	380 CAGLE CROW RD,	MANSFIELD	TX	76063-5
RR Connection Consulting Group, LLC (RRC	Rose Greer	119 Executive Way Suite 301,	Desoto	TX	75115-2
Donnell & Company, LLC	Kevin Williams	382 Irish Lane,	Killeen	TX	76549-3
PROTECTIVE RESOLUTION, LLC	Bethany Pena	PO BOX 1148,	BAYTOWN	TX	77522-1
AMERICAN INTERNATIONAL TRANSLATORS	SANDRA MARCHI	PO BOX 90848,	AUSTIN	TX	78709-0
DOUGHERTY SPRAGUE ENTERPRISES, INC.	Cathy Dougherty	P.O. BOX 584,	ROWLETT	TX	75030-0
SECURE APPS, LLC	Marcus Hervey	208 TUTTLE RD,	SAN ANTONIO	TX	78209-6
TURNKEY SECURITY, INC.	Richard Martinez	PO BOX 1889,	MANCHACA	TX	78652-1
PRL PRODUCTS & SERVICES LLC	Ron Herzfeld	7505 KOLACHE CV,	AUSTIN	TX	78750-7
THIN GREEN LINE, INC.	William J. Plumas	2424 FRONTERA RD,	MCALLEN	TX	78504-5
SYNDICATE WAVE LLC, THE	FRANCISCO RIVERA	1724 HOLLOWBACK DR,	LEANDER	TX	78641-3
PROTECTOR AND ASSOCIATES SECURITY SVCS	Betty W. Harris	P.O. BOX 50563,	MIDLAND	TX	79710
Full Circle Technologies, LLC	Abheeshek Sharma	7411 HINES PL STE 100,	DALLAS	TX	75235-4
Allen & Company Environmental Services	Melinda Allen	1600 CALIFORNIA PKWY N,	FORT WORTH	TX	76115-4
PHOENIX INTEGRATED INC	Manuel Soliz	16315 ELK HOLLOW ST,	SAN ANTONIO	TX	78247-1

KERBEROS INTERNATIONAL, INC.	President / Myra Dawn Cole	2109 BIRDCREEK TERRACE,	TEMPLE	TX	76502
SIMBA INDUSTRIES	Owner/Vickie Kasten	PO BOX 3141,	GRAPEVINE	TX	76099-3
XCEL INDUSTRIAL SUPPLIES	Fred Melendez	8416 PARADE LN,	EL PASO	TX	79925-2
ADVANTAGE GLOBAL LOGISTICS, INC.	Judy Hauenstein	PO BOX 292516,	LEWISVILLE	TX	75029-2
BLUE CHIP SERVICES, LLC	Rita I. Gamboa	3129 KINGSLEY DR STE 850,	PEARLAND	TX	77584-8
KSBR, LLC	Katy Sellers	430 CHURCH ST,	SULPHUR SPRINGS	TX	75482-2
RENEGADE UNIFIED SYSTEMS LLC	James Weston	24200 SW FWY SUITE 402-305,	ROSENBERG	TX	77471-5
JMAR WELLNESS SOLUTIONS INC.	Jennifer Martinez	1510 GARZA LN,	LITTLE ELM	TX	75068-4
Gunfighter Supply, LLC	ROBERT FORSYTH	5476 ODNEAL RD,	KRUM	TX	76249-3
SECURE IT SHREDDING LLC	LATIGRA HOUSTON	1333 OLD SPANISH TRL STE G-215,	HOUSTON	TX	77054-1
PROTECT TRANSPORTATION, LLC	A. Kirsten Cameron	6504 MIDWAY RD STE 200,	HALTOM CITY	TX	76117-5
CONTINENTAL WIRELESS, INC.	Rita M Weber	10455 VISTA PARK RD,	DALLAS	TX	75238-1
A PHOTO IDENTIFICATION, INC	Paula Rosanne Bliss	PO BOX 211836,	BEDFORD	TX	76095-8
3-C VENTURES LLC	John Cherry	16520 FIR ROAD UNIT 2,	SANTA FE	TX	77517-2
NORTHERN LIGHTS GROUP LLC	Rhone Raymond	8127 MESA DR,B206-299	AUSTIN	TX	78759-8
GMC CONSULTANTS, LLC	Desurai Wilson	2060 NORTH LOOP W,110	HOUSTON	TX	77018-8
WAYPOINT GOVERNMENT SOLUTIONS, LLC	Jae Shin Neyman	2113 WOODSTON DR,	ROUND ROCK	TX	78681-2

TRAINING & CONSULTING, LLC	Stephen Blake	PO BOX 591813,	SAN ANTONIO	TX	78259-(
SHIELD SECURITY & TRAINING SOLUTIONS LLC	Vincent Stewart	PO BOX 295024,	LEWISVILLE	TX	75029-5
DMI TECHNOLOGIES, INC.	L Samentha Tiller President	14900 GRAND RIVER RD,SUITE 100	FT WORTH	TX	76155-2
EVCO PARTNERS, L.P. DBA	Donna Hanson President	BURGOON COMPANY,PO BOX 290	TEXAS CITY	TX	77592-(
BLTI SERVICES, L.L.C.	Deborah Lee	1730 S CHERRY STREET,	TOMBALL	TX	77375-6
COMMON PRACTICE	Dondi Briones	450 PALAMINO RD,	KYLE	TX	78640-4
FIREBRAND IMAGERY LLC	Romon Lewis	3411 HOLLYWOOD AVE,3411 HOLLYWOOD AVE	AUSTIN	TX	78722-2
DATACOM DESIGN GROUP, LLC	Jodi P Bole	7600 BURNET RD STE 350,	AUSTIN	TX	78757-1
TRANS-FORMATION LOGISTICS, CORP	Ryley Spratt	7402 Lake Ridge Pkwy,Unit 7123	Grand Prairie	TX	75054-(
Sology, Inc.	Ed Christmas	850 E ARAPAHO RD STE 210,	RICHARDSON	TX	75081-2
PROTECHT MANAGEMENT GROUP, LLC.	David Misko	7600 BURNET ROAD,SUITE 360	AUSTIN	TX	78757-1
WEDDA GROUP LLC, THE	KATE CONNOLLY	11816 INWOOD RD #1125,	DALLAS	TX	75244-8
RUIZ PROTECTIVE SERVICE, INC.	Hector M. Ruiz	2646 ANDJON DR,	DALLAS	TX	75220-1
Texas Asset Protection	Oscar Gonzalez	11503 Jones Maltsberger Rd,Ste. 1104	San Antonio	TX	78216-2
ACUMEN ENTERPRISES, INC.	Wayne Boyter	PO BOX 673,	DESOTO	TX	75123-(

CHECKMATE SURVEILLANCE INVESTIGATORS,	Checkmate Surveillance Investigators	5729 LEBANON RD,STE 144-322	FRISCO	TX	75034-7
KSDS, LLC	Maureen Cooke	1286 OTTINGER RD,	ROANOKE	TX	76262
NPPC CONSULTING LLC	Clint Eastep	4226 HIGH STAR LN,	DALLAS	TX	75287-6
TEXAS SECURITY SOLUTIONS	Jaime Martinez	2300 CEDAR BRANCH DRIVE,	AUSTIN	TX	78727-3
COOPER CONSULTING COMPANY	Melynda Caudle	PO BOX 81651,	AUSTIN	TX	78708-1
ALARDIN DEVELOPMENT CORPORATION	Anthony Alardin	1721 WOODHILL LANE,	BEDFORD	TX	76021-3
SOUTH TEXAS SAFETY SA, LLC	Patrick S Navarijo	PO BOX 273,	HELOTES	TX	78023-0
SENIOR HELPERS	Marie Youngblood	1100 GULF FREEWAY SOUTH #110,	LEAGUE CITY	TX	77573
IBRIDGE GROUP, INC.	Jennifer Cumpian	PO BOX 203202,	AUSTIN	TX	78720-3
Rubrix LLC	John Adams	501 Congress Ave,Ste 150	Austin	TX	78701-3
GENUINE SECURITY	Owner / Pablo E. Cantu	8855 WESTERN AVE,	MISSION	TX	78574-6
FERMAT SOFTWARE, LLC	MAHVISH QURESHI	9800 N LAMAR BLVD,STE 319	AUSTIN	TX	78753-4
SOTO SECURITY INC. DBA VANGUARD	Roy R Soto	VANGUARD SECURITY GROUP,836 S LIPSCOMB ST	AMARILLO	TX	79101-3
CORERECON, LLC	John Martinez	711 N CARANCAHUA ST,SUITE 300	CORPUS CHRISTI	TX	78401-0
THOMPSON LEHMAN SECURITY & PROTECTION LL	Maurice T Lehman	PROTECTION LLC,2437 CATTLE DR.	CROWLEY	TX	76036-9

MIKE GARCIA MERCHANT SECURITY ,LLC	MIGUEL GARCIA	6000 WELCH AVE., SUITE 11,SUITE 129	EL PASO	TX	79905-5
VISIOLOGIX CORPORATION	Hanh Dang	6100 CORPORATE DR,SUITE 234	HOUSTON	TX	77036-3
SHI GOVERNMENT SOLUTIONS, INC	Texas Team	3828 PECANA TRL,	AUSTIN	TX	78749-3
DC Consults	Daniel DeMott	7206 Vanessa Dr,	Corpus Christi	TX	78414-5
SUN CITY COMMUNICATIONS, LLC	Rey Luevano	1155 LARRY MAHAN DR STE A,	EL PASO	TX	79925-6
MEDEQUIP DEPOT LLC	Raluca Banea	10500 METRIC DR,SUITE 119	DALLAS	TX	75243-5
TRANSNET COMMUNICATIONS LLC	HECTOR MENDEZ	31344 Sunlight Dr,	Bulverde	TX	78163-2
Patient Solutions, L.L.C	AARON LUCKEY	1800 NE Loop 410, Ste. 206,	San Antonio	TX	78217-5
KWR ACUITY STRATEGIES, LLC	Karen Robinson	908 NUECES ST UNIT 36,	AUSTIN	TX	78701-2
TEXAS VETERAN SECURITY LLC	GERARD MORALES	1103 TWO WOOD WAY,	SAN ANTONIO	TX	78221-3
CENTURY FIRE SYSTEMS, LLC	Vice President/J. ALVARADO	490 EAGLE DR,	EL PASO	TX	79912-5
U.S.A Protection & Fire Systems, Inc.	April Boyd April Boyd	5826 New Territory Blvd,410	Sugarland	TX	77479-5
Blueline Polygraph LLC.	John A. Rios	8546 Broadway Street Suite 105,	San Antonio	TX	78217-6
DVLL LLC	Danny Lovelady	5330 GRIGGS RD,STE A117	HOUSTON	TX	77021-3
TRIPLE O TECHNOLOGIES	Olu Olusanya	1325 E LOGAN ST,	ROUND ROCK	TX	78664-6
A1 MOBIL FLEET WASH & DETAIL SERVICE INC	Stan Holland	15027 STABLEWOOD DOWNS LN,	CYPRESS	TX	77429-5
OWENS SCIENTIFIC, INC.	BETTY HAIL	23230 SANDSAGE LN,	KATY	TX	77494-4

PRECISION TRACKING SOLUTIONS, INC.	Vicki Brelsford	PO BOX 494351,	GARLAND	TX	75049-4
BOUTCHANTHARAJ CORPORATION	Somkhit Boutchantharaj	5705 AIRPORT FREEWAY,	HALTOM CITY	TX	76117-4
ASKI Procurements	Solomon Madudu	PO BOX 45,	DEL VALLE	TX	78617-0
TEXAS SUPPLIERS	Valerie Bailey	5106 AVE O AND A HALF,	GALVESTON	TX	77551
FRONTIER RECLAMATION SERVICES LLC	Kevin Ray	415 MCPHAIL RD,	HARLETON	TX	75651-4
CPR INSTITUTE INC.	Col. Roosevelt Speed	2212 CANTURA DR,	MESQUITE	TX	75181-4
LONESTAR STATE ENVIRONMENTAL SERVICES,LP	Tonya L Bosher	12407 NORTH MOPAC EXPWY. STE. 250 #364,	AUSTIN	TX	78758
PATRIOT ALARMS, INC.	matthew lee	9317 HARBOUR VIEW LN,	FORT WORTH	TX	76179-3
RENI B 3 SERVICES LLC	Kelvin Baker	325 RAPID FALLS DR,	DESOTO	TX	75115-3
H.W.G. CONSULTING LLC	Henry Walker	11200 WESTHEIMER RD,SUITE 608	HOUSTON	TX	77042
DEF-LOGIX, INC	Paul Rivera	3463 MAGIC DR,SUITE 220	SAN ANTONIO	TX	78229-2
UV COUNTRY, INC.	Shannon Tracy	PO Box 2729,	Alvin	TX	77512-2
DERRICK CONSTRUCTION COMPANY, INC.	Serenity Allen	PO BOX 1046,	ROCKPORT	TX	78381-1
NEWEDGE SERVICES, LLC	President / Brad Daugherty	9191 KYSER WAY, SUITE 103,	FRISCO	TX	75033-1

NAVETECH SOLUTIONS, LLC	Aaron Merriweather, PresidentCEO Aaron Merriweathe	13601 PRESTON RD,SUITE E114	DALLAS	TX	75240-4
BECKWITH ELECTRONIC ENGINEERING CO.	Thomas Schluter	5050 BECKWITH BLVD,	SAN ANTONIO	TX	78249-2
ARISTOSOC LLC	Michael Mendoza	6333 E MOCKINGBIRD LN,SUITE 147	DALLAS	TX	75214-2
PROSOUND, INC.	SHARON CAVAZOSPRESIDENT	P. O. BOX 3456,	HARLINGEN	TX	78551-3
TEXAS DIVE CENTER, INC.	John Miller	3602 SLIDE RD STE B34,	LUBBOCK	TX	79414-2
AFTERMATH DISASTER RECOVERY, INC.	Melanie Corley	1826 HONEYSUCKLE LN,	PROSPER	TX	75078-8
GALIGUER CORPORATION	Galiguer Manjarrez	68 35 N EXPRESSWAY 77,	OLMITO	TX	78575
ADVANCED SECURITY CONTRACTORS, INC.	VIRGINIA ROBINSON	135 RIO WEST DRIVE,	EL PASO	TX	79932
GENERAL SOUND	Mary Pat Rabroker	1202 EXCHANGE DR,	RICHARDSON	TX	75081-2
PROFESSIONAL SAFETY ASSOCIATES, INC.	Jose R. Bustamante, Jr.	PO BOX 260333,	CORPUS CHRISTI	TX	78426-0
BLANCO CANYON TURNROW	Jered Mitchell	5705 108TH ST,	LUBBOCK	TX	79424-8
PANZER SECURITY CONSULTING INC.	RACHAEL IDEJI	1560 E SOUTHLAKE BLVD,SUITE 202	SOUTHLAKE	TX	76092-6
DIAMOND BUSINESS SERVICES, INC.	CHARLIA PENCE	723 SW 7TH AVE,	AMARILLO	TX	79101-2

GILL DIGITAL SERVICES, LLC.	Barbara Gill	4100 SPRING VALLEY ROAD,SUITE 920	DALLAS	TX	75244
CITY FIRE PROTECTION, LLC	Robert Perez	PO BOX 24374,	HOUSTON	TX	77229
Applied Operations Security and Investig	Contact Person	PO BOX 1898,PO BOX 1898	ALLEN	TX	75013-(

JM

Tue 2/7/2023 2:51 PM

Jessica Monreal

HUB Notice of Opportunity

To Jessica Monreal

Bcc wmh@beaed.com; operations@nationalsecurityus.org; sraithel@products-unlimited.com; lwalden@fabplaygrounds.com; SALES@con10gency.com; shitonda@outlook.com; K.BRAXTON@CERBERUSPOLYGRAPH.COM; jburhama@getanresources.com; mitameez@outreachstrategists.com; sgcop123@gmail.com; kburrow@centexlitigation.com; kay@zedsec.net; cmckoy@cmprosvc.com; kdroll@thinkdsc.com; msanchez@hts-tx.com; info@garcominc.com; joshua@linwoodsolutions.com; mthomas@cwaconstruction.com; amigoservices@sbcglobal.net; eahughes@beyondpcservices.com; rchainani@aarcgroup.com; texastrafficcontrol4@gmail.com; dan@rightwayconnections.com; william@rangersecuritysolutions.com; john@sts360.com; d.martin@kirmichaelrae.com; info@sarvicus.com; mhomma@gap-eng.com; corporate@arberinc.com; brookewang@magaindustriesusa.com; vbm@tgidsys.com; dave.cruz@fiosta.com; cindy@vgfire.com; smeacham@servpro9734.com; dlee@bltechnology.com;

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes, 990-00,981-66,257-00 which include the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 230202 Security Systems Products and Services. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

Tue 2/7/2023 2:10 PM

JM

Jessica Monreal

Notice of Opportunity February 2023

To ray@mbdadallas.com; admin@mbdadallas.com

Bcc

Dear MBDA,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to work with the MBDA in an effort to notify potential vendors of our procurement solicitations.

You are invited to notify and encourage the companies you assist to participate in these opportunities. TIPS present procurement solicitations are available at the following link:

https://www.tips-usa.com/rfp.cfm.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

dormakaba USA Inc

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

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

Bryant Walker
Name of Officer

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

I met with Bryant and his team to discuss the exit lane technology and what it would do for the airport.

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

The relationship is a vendor / customer relationship, ensuring the product works to the airports satisfaction

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

7

Signature of vendor doing business with the governmental entity

05/24/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Signature Certificate

Envelope Ref:2971516570844224b9071649ee90f9cb1955b7c4

Author:	tracy.miller tracy.miller	Creation Date:	11 Jul 2023, 02:21:54, CEST	Completion Date:	17 Jul 2023, 19:05:34, CEST

Document Details:

Name:	ASD-95-0623 Cooperative Coversheet Agreement
Type:	
Document Ref:	76e199367dbe54edc5a3ef55d0c115b3bd1c2529d4e839934ad1aa7d672b1269
Document Total Pages:	354

Document Signed By:

Name:	derek Sarmas
Email:	derek.sarmas@dormakaba.com
Title:	Vice President of Sales
IP:	2600:100e:b06c:a83a:d48e:4d0a:73f1:bcde
Location:	DENVER, CO (US)
Date:	17 Jul 2023, 19:05:33, CEST
Consent:	eSignature Consent Accepted
Security Level:	Email

Document History:

Envelope Created	tracy.miller tracy.miller created this envelope on 11 Jul 2023, 02:21:54, CEST
Invitation Sent	Invitation sent to derek Sarmas on 11 Jul 2023, 02:47:24, CEST
Invitation Accepted	Invitation accepted by derek Sarmas on 11 Jul 2023, 02:48:39, CEST
Signed by derek Sarmas	derek Sarmas signed this Envelope on 17 Jul 2023, 19:05:33, CEST
Executed	Document(s) successfully executed on 17 Jul 2023, 19:05:34, CEST
Signed Document(s)	Link emailed to derek.sarmas@dormakaba.com
Signed Document(s)	Link emailed to tracy.miller@dormakaba.com

AIRPORT DEPARTMENT

DORMAKABA USA, INC.

Automated Exit Lanes

Product: Two PIL-MO2 Automated Exit Lanes

Description: Modular exit lane breach control corridors that are monitored by sensors and combined with quick-response door systems.

TIPS Contract # 230202

Cost: $220,840

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director, Gennie Garcia, Assistant Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to approve roof repairs for La Plaza Administration facility via OMNIA Contract #180901-TX-643 via Diverse Roofing contractor for the amount of $80,852.00 as budgeted. (Multimodal Transportation Department)

Summary:
The La Plaza facility, built in 2010, needs roof repairs. The administration side of the facility and the tenant area section are leaking. This contract for repair will alleviate the leaking issues at the facility and allow a tenant to move into the Space A area.

Project Scope and Analysis:
National Roofing Partners (NRP) and its local partner, Diverse Roofing, have developed the following pricing proposal for repairs at: Bus Terminal – La Plaza Roof Repairs. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to perform the following repairs:

La Plaza Main Administration Building Roof Canopy
La Plaza Tenant Area (old Sushi Bento space)
La Plaza Main Building Standing Seam/Collector Boxes

The total cost for all three areas is $ 80,852.00. The FY 2021 5339 Grant (TX-2021-084-00) is funding these repairs.

Funding:

Source: 5339 FY2021 Grant 65-6924-4213
5339 FY2021 Grant 65-6924-4403

Amount: $ 60,153.89
$ 4,527.71

Local Contribution if Applicable: $ 15,038.47
$ 1,131.93

Recommendation:
Multimodal Transportation is recommending approval.

Commission Pillar:
Quality of Life

Attachments:
1. 1.- La Plaza Bus Terminal Project Proposal FINAL 07.27.23
2. 8.- OMNIA Verification Diverse NRP_
3. Contract
4. Procurement Analysis - LPR-131-0823 Diverse Roofing
5. PPT Roof Repairs 08.11.2023

July 27, 2023

Cynthia Castillo
City of Brownsville
755 International Blvd.
Brownsville, TX 78521

Re: Bus Terminal – La Plaza Misc. Repairs, 755 International Blvd., Brownsville, TX 78521
NRP CPN: 180901-TX-643

Cynthia:

National Roofing Partners (NRP) and its local partner, Diverse Roofing, have developed the following pricing proposal for repairs at: Bus Terminal – La Plaza Misc. Repairs. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to perform the following repairs:

Quote #1 - Bus Pick-up Roof Canopy
1. Remove & replace approx. 1,800sqft of Carlisle gray 60mil TPO
2. Detach & attach lightning protection
3. Remove & replace 520LF of gutters
4. Remove & replace metal drip edge
5. Remove & replace 15 round elbow downspouts
6. 20-yard Dumpster
7. Bid John toilet
8. City permit
9. Scissor lift
10. Sushi Benito Re-Roof

Quote #3 - Main Building Standing Seam/Collector Boxes
1. Detach & attach 3 collector boxes
2. Detach & attach 15LF of gutters
3. Detach & attach 3 standing seam panels
4. Install 10LF of TPO coated metal drip edge
5. Install 200sqft of gray TPO
6. Debris haul off

Based on this scope of work, the pricing to complete the project is **$80,852.00**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:
1. The purchase order will be issued to **Diverse Roofing**.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-TX-643."**

3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
    a. ggarzoria@gmail.com
    b. cc: coop@rlnrp.com and mbizzoso@rlnrp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Gilbert Garzoria
Diverse Roofing
5260 Wilderness Drive
Brownsville, TX 78526
956-496-7473

City of Brownsville

621 East State Highway 121
Suite 400
Coppell, TX 75019

26-Jul-2023

LINE ITEM PRICE ESTIMATE

CPN: 180901-TX-643

OMNIA PARTNERS

Project Name:
La Plaza Bus Terminal Misc Repairs
Project Address:
755 International Blvd
Brownsville, TX 78521

Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	$ -
Category	Insulation	Subtotal	$ -
Category	Roof Tiles and Shingles	Subtotal	$ -
Category	Roofing and Roof Restoration	Subtotal	$ -
Category	Masonry	Subtotal	$ -
Category	Metal Work	Subtotal	$ -
Category	Woodwork	Subtotal	$ -
Category	Standing Seam Metal Roof System	Subtotal	$ -
Category	Roof Specialties and Accessories	Subtotal	$ -
Category	Roof Services	Subtotal	$ 84,367.31
Category	General Cost Factors	Subtotal	$ -
Category	Additional Line Items	Subtotal	$ -
		Line Item Total	**$ 84,367.31**
		Discount	**$ (3,515.31)**
		Proposal Price	**$ 80,852.00**

Detailed Line Item Breakdown					
Item No.	**Description**	**UOM**	**Price**	**Qty**	**Total**
	Water Resistant Roofing				
			-		$ -
	Insulation				
			-		$ -
	Roof Tiles and Shingles				
			-		$ -
	Roofing and Roof Restoration				
			-		$ -
	Masonry				
			-		$ -
	Metal Work				
			-		$ -
	Woodwork				
			-		$ -
	Standing Seam Metal Roof System				
			-		$ -
	Roof Specialties and Accessories				
			-		$ -
	Roof Services				
48	Additional and occasional supplies, materials, equipment and services				
48b	Alternative Methods of Costing - percent of overhead/markup and profit	% of O/P	25%	70,306.09	$ 87,882.61
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	5%	-70,306.09	$ (3,515.30)
	General Cost Factors				
			-		$ -
	Additional Line Items				
			-		$ -
				Line Item Total	**$ 84,367.31**

National Roofing Partners

Roofing Products & Services

National Roofing Partners (NRP) is the leader in facilities performance services. Building on the strong expertise of Tier 1 partners with more than 130 service locations and 10,000 team members nationwide, the network provides exceptional roofing and building envelope services, solar support services, and telecom services for customers.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

National Roofing Partners (NRP) is an awarded vendor for Roofing and Job Order Contracting (JOC) Services through a competitively solicited and publicly awarded contract by Region 4 Educational Service Center, made available through OMNIA Partners, Public Sector.

- **Roofing Products, Services, and Job-Order-Contracting(JOC) Services**
  Region 4 ESC - TX | R180901
- **Exterior Surfacing Products, Services, and Paving Solutions**
  Region 4 ESC - TX | R220903

VIEW CONTRACT DOCUMENTATION

CONTACT US

National Roofing Partners Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Roofing Products, Services, and Job-Order-Contracting(JOC) Services

Region 4 ESC - TX

Contract Number: R180901

March 1, 2019 through February 28, 2021
Option to renew for three (3) additional one-year periods through February 29, 2024
RENEWED THROUGH February 29, 2024

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Agreement
- Contract Award Letter
- Contract Amendment 1
- Contract Renewal 1

- Contract Renewal 2
- Contract Renewal 3
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4
- Contract Update 5
- Contract Update 6

Response Evaluation

- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Request List
- Time Stamped Responses
- RFP Opening Documents

Exterior Surfacing Products, Services, and Paving Solutions

Region 4 ESC - TX

Contract Number: R220903

May 1, 2022 through April 30, 2025
Option to renew for two (2) additional one-year periods through April 30, 2027

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

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Higher Education
Government
Nonprofit
Enterprise
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SOLUTIONS

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CONTRACT FOR: BUS TERMINAL LA PLAZA MISCELANOUS REPAIRS
LPR-131-0823

A. **AGREEMENT**

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	Diverse Roofing 5260 Wilderness Drive Brownsville, TX 78526
for the following Project ("Project"):	BUS Terminal La Plaza Miscellaneous Repairs 755 International Blvd. Brownsville, Texas 78520

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. **CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Exhibit A, Scope of Services;
c. Exhibit B, OMNIA Partners master agreement R180901
d. Exhibit C, Certificates of Insurance,
e. Exhibit D, Payment and/or Performance bond requirements
f. CIQ

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract

Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein, specifically Exhibit "A", Scope of Services.

D. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **EIGHTY THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND ZERO CENTS ($80,852.00)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, if any, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner so long as there are no increased costs beyond the Guaranteed Maximum Price for the Project and shall not exceed one hundred thousand dollars ($100,000).
The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws upon receipt of an acceptable invoice. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

E. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 10 days after the Effective Date of the Agreement, and shall complete the Work within 45 consecutive calendar days.

F. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day that expires after the time specified in Paragraph E above, for Final Acceptance until the City issues the Final Letter of Acceptance.

G. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by a staff member of the Internal Services Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

H. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE

DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

(c) **This Indemnification provision shall survive termination or expiration of the Agreement.**

I. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name,

unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

M. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given to the address listed in the introductory paragraph, with copy to the City of Brownsville, Attn: City Attorney, 1001 E Elizabeth St., Brownsville, TX 78520.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to

create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions.* This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute.* The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel.* Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Agreement, Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2)***

will not boycott Israel during the term of the Agreement.

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:	CONTRACTOR:
_____	_____
(Signature)	(Signature)
	Gilbert Garzoria
_____	_____
John Cowen, Mayor City of Brownsville	Print Name:

APPROVED AS TO FORM AND LEGALITY:

_____
First Asst CA

Exhibit A

July 27, 2023

Cynthia Castillo
City of Brownsville
755 International Blvd.
Brownsville, TX 78521

Re: Bus Terminal – La Plaza Misc. Repairs, 755 International Blvd., Brownsville, TX 78521
NRP CPN: 180901-TX-643

Cynthia:

National Roofing Partners (NRP) and its local partner, Diverse Roofing, have developed the following pricing proposal for repairs at: Bus Terminal – La Plaza Misc. Repairs. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to perform the following repairs:

Quote #1 - Bus Pick-up Roof Canopy
1. Remove & replace approx. 1,800sqft of Carlisle gray 60mil TPO
2. Detach & attach lightning protection
3. Remove & replace 520LF of gutters
4. Remove & replace metal drip edge
5. Remove & replace 15 round elbow downspouts
6. 20-yard Dumpster
7. Bid John toilet
8. City permit
9. Scissor lift
10. Sushi Benito Re-Roof

Quote #3 - Main Building Standing Seam/Collector Boxes
1. Detach & attach 3 collector boxes
2. Detach & attach 15LF of gutters
3. Detach & attach 3 standing seam panels
4. Install 10LF of TPO coated metal drip edge
5. Install 200sqft of gray TPO
6. Debris haul off

Based on this scope of work, the pricing to complete the project is **$80,852.00**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:
1. The purchase order will be issued to **Diverse Roofing**.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-TX-643."**

NATIONAL ROOFING PARTNERS

3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
    a. ggarzoria@gmail.com
    b. cc: coop@rlnrp.com and mbizzoso@rlnrp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Gilbert Garzoria
Diverse Roofing
5260 Wilderness Drive
Brownsville, TX 78526
956-496-7473

End of Exhibit A

26-Jul-2023

LINE ITEM PRICE ESTIMATE

CPN: 180901-TX-643

OMNIA PARTNERS

Project Name:
La Plaza Bus Terminal Misc Repairs
Project Address:
755 International Blvd Brownsville, TX 78521

DIVERSE ROOFING COMMERCIAL

Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	$ -
Category	Insulation	Subtotal	$ -
Category	Roof Tiles and Shingles	Subtotal	$ -
Category	Roofing and Roof Restoration	Subtotal	$ -
Category	Masonry	Subtotal	$ -
Category	Metal Work	Subtotal	$ -
Category	Woodwork	Subtotal	$ -
Category	Standing Seam Metal Roof System	Subtotal	$ -
Category	Roof Specialties and Accessories	Subtotal	$ -
Category	Roof Services	Subtotal	$ 84,367.31
Category	General Cost Factors	Subtotal	$ -
Category	Additional Line Items	Subtotal	$ -
		Line Item Total	**$ 84,367.31**
		Discount	**$ (3,515.31)**
		Proposal Price	**$ 80,852.00**

Detailed Line Item Breakdown					
Item No.	**Description**	**UOM**	**Price**	**Qty**	**Total**
	Water Resistant Roofing				
			-		$ -
	Insulation				
			-		$ -
	Roof Tiles and Shingles				
			-		$ -
	Roofing and Roof Restoration				
			-		$ -
	Masonry				
			-		$ -
	Metal Work				
			-		$ -
	Woodwork				
			-		$ -
	Standing Seam Metal Roof System				
			-		$ -
	Roof Specialties and Accessories				
			-		$ -
	Roof Services				
48	Additional and occasional supplies, materials, equipment and services				
48b	Alternative Methods of Costing - percent of overhead/markup and profit	% of O/P	25%	70,306.09	$ 87,882.61
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	5%	-70,306.09	$ (3,515.30)
	General Cost Factors				
			-		$ -
	Additional Line Items				
			-		$ -
				Line Item Total	**$ 84,367.31**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2023

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

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

PRODUCER	CONTACT NAME: Rosy Garza	
Charlie Sanchez Agency, LLC	PHONE (A/C, No, Ext): (512) 251-7847	FAX (A/C, No): (512) 341-9797
1970 Rawhide Drive, Suite 210	E-MAIL ADDRESS: Insurance@CharlieSanchez.com	
Round Rock TX 78681	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIX Specialty Insurance Company	12833
INSURED	INSURER B : Farmers Texas County Mutual Insurance Company	24392
Garzoria Roofing, LLC DBA Diverse Roofing	INSURER C : Texas Mutual Insurance Company	29939
5260 Wilderness Dr.	INSURER D : Nautilus Insurance Company	17370
	INSURER E :	
Brownsville TX 78526	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	L1D-J050151-01	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	605870415	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $		Y	L1D-J050152-01	06/22/2023	06/22/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002091084	03/20/2023	03/20/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Environment Liability-Partner One			CPL2032366-13	06/22/2023	06/22/2024	GENERAL AG. EACH OCCURRENCE	2,000,000 2,000,000

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

Certificate holder and any others required by written contract are Additional Insured under the GL as per CG2010 and CG2037 or equivalent.
Additional Insured status applies to the Certificate holder and any others required by written contract under the Auto Liability and Umbrella. All policies contain a Waiver of Subrogation in favor of the Additional Insureds. The General Liability policy is endorsed to be Primary and Non Contributory 801-0073
Insured vehicles: 2015 Chevrolet Silverado, VIN: 1GC1KVEG9FF552426, 2017 Ford Transit Connect XL, VIN: NM0LS7E77H1294263, 2019 Ford 150 Super, VIN: 1FTFW1C10KFC33279.1998 Bigo Ut VIN: 1B9BX1622WP358503.

CERTIFICATE HOLDER

City of Brownsville

1001 E. Elizabeth St.
Brownsville TX 78520

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charlie Sanchez Agency, LLC

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Texas Department of Insurance

Insurance License Renewal

Agency Profile

CHARLIE SANCHEZ AGENCY, LLC
Business Address:
1970 RAWHIDE DRIVE, SUITE 210
ROUND ROCK, TX 78681

Appointments
Associations

License/Registration	License/Reg Type	Qualification	Most Recent Issue Date	Exp Date	Status
2359700	General Lines Agency	Life, Accident, Health and HMO	11/26/2018	11/26/2024	Active
2359700	General Lines Agency	Property and Casualty	11/26/2018	11/26/2024	Active

Back

Have a payment or insurance license question? Call the Texas Department of Insurance at 512-676-6500. You also might be able to get your answer on the Texas Department of Insurance's website.

Need help with this portal? Call 1-877-452-9060 or email Support@TexasGovHelpDesk.com.

Company Consumer Inquiry for the State of Texas

Print

AIX SPECIALTY INSURANCE COMPANY

Domicile State	Delaware
NAIC ID	12833
Status	Active

Mailing Address	440 LINCOLN ST WORCESTER, MA 01653-0002

Company Types/Authorized Lines

Company Type	Status	Status Date
Surplus Lines	Eligible	05-01-2007

Revise Inquiry

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Company Consumer Inquiry for the State of Texas

Print

Farmers Texas County Mutual Insurance Company

Domicile State	Texas
NAIC ID	24392
Status	Active

Mailing Address	6301 OWENSMOUTH AVENUE WOODLAND HILLS, CA 91365-4402

Company Types/Authorized Lines

Company Type	Status	Status Date
County Mutual	Active	01-21-1948

Authorized Lines

Description
Accident
Aircraft Physical Damage
Allied Coverages
Auto Physical Damage
Automobile Liability
Boiler & Machinery
Burglary & Theft
Civil Commotion
Explosion
Fidelity & Surety
Fire
Hail
Home Warranty
Hurricane
Inland Marine
Land Vehicles
Lightning
Livestock
Ocean Marine
Riot
Smoke
Windstorm

Revise Inquiry

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Company Consumer Inquiry for the State of Texas

Displaying 1 - 1 (of 1 matching records) Page 1 of 1

Farmers Texas County Mutual Insurance Company
6301 OWENSMOUTH AVENUE
WOODLAND HILLS, CA 91365-4402
Domicile State : Texas **NAIC ID** : 24392 **Status Date** : 01-21-1948
Active Company Type(s) : County Mutual

Displaying 1 - 1 (of 1 matching records) Page 1 of 1

Revise Inquiry

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Company Consumer Inquiry for the State of Texas

Print

NAUTILUS INSURANCE COMPANY

Domicile State	Arizona
NAIC ID	17370
Status	Active

Mailing Address	7233 E BUTHERUS DR SCOTTSDALE, AZ 85260-2410

Company Types/Authorized Lines

Company Type	Status	Status Date
Surplus Lines	Eligible	01-01-1986

Revise Inquiry

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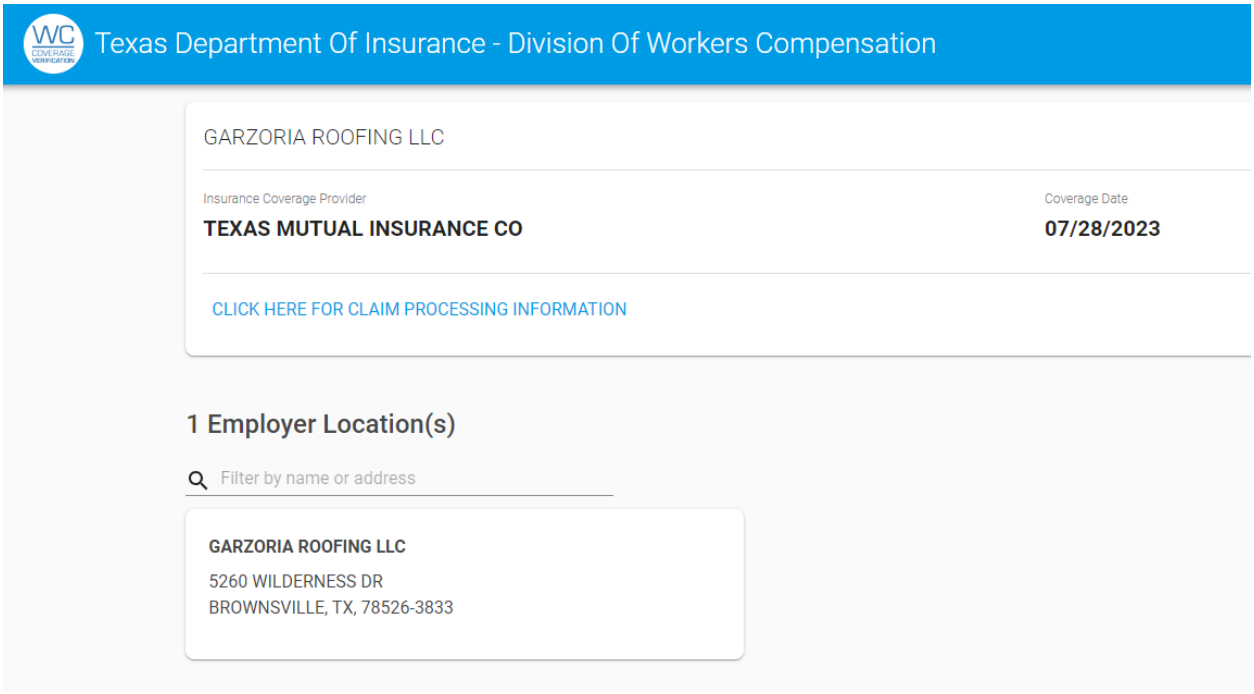


End of Exhibit C

- Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:(1) a performance bond if the contract is in excess of $100,000; and(2) a payment bond if:(A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or(B) the contract is in excess of $50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Garzoria Roofing, LLC dba Diverse Roofing

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

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

City of Brownsville

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

8-6-23

Date

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

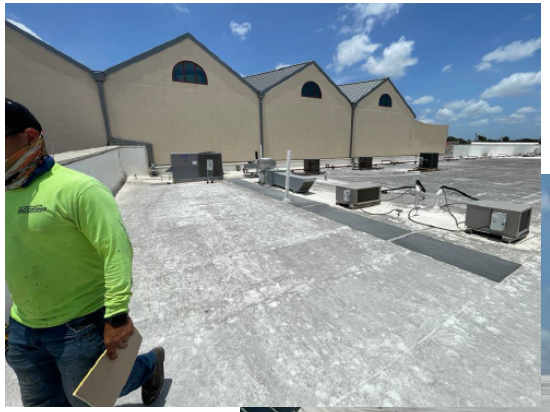
Date: Monday, August 7, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Joel Garza Jr., Multimodal transportation Director

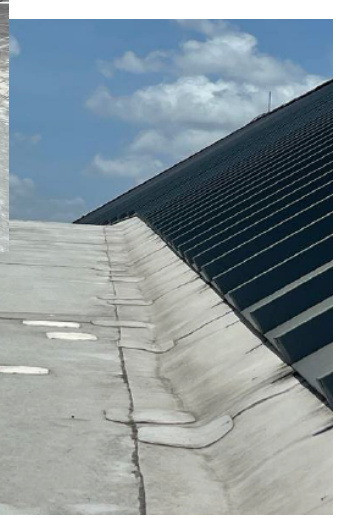
Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action item BUS Terminal La Plaza Miscellaneous Repairs"

At the request Mr. Joel Garza Jr., Multimodal transportation Director, the Procurement Division requests to invoke the Texas Local Government Code Section §791.025 (C) **OMNIA Partners** #R180901.

Sec. 791.025 CONTRACTS FOR PURCHASES. (C) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Diverse Roofing is eligible under this cooperative agreement for the procuring of the miscellaneous repairs for BUS Terminal at La Plaza in the amount of **$80,852.00** (Exhibit A).





Roof Repairs

Contract LPR-131-0823

Total Cost: $ 80,852.00

Remove & Replace 1800 sqft of Bus Bay
Main Building Roof Canopy and Tenant Area A
Main Building Standing Seam/Collector Boxes

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-014**, to rezone from Agricultural (AG) to Residential Suburban (R-2) to allow a duplex subdivision on a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Rolando Garza, proposes to change the Zoning Designation for a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Suburban (R-2) to establish a duplex subdivision.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, public school, and airport are also present within proximity of the subject property.

The property is located within the Employment Hub District. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property consists of approximately 30.67 acres located in southern Brownsville within proximity of the airport. Currently, the targeted number of lots is 150; however, this number is subject to change due to lot size requirements, dedicated right-of-way, easements, required detention, as well as other development design standards. As stated, this development will primarily consist of duplex lots; yet single-family homes in the form of detached dwellings and townhomes will also be incorporated. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing agricultural uses and single-family homes on large lots (1 acre or more). The proposed (R-2) zoning would allow duplexes and single-family homes

(detached or townhomes). The required lot size for this zoning district is a minimum of 5,000 square feet for detached single-family homes and duplex, and 2,000 square feet for townhomes.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Agricultural (AG) to Residential Suburban (R-2).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-014

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 05/31/2023	■ Owner / Nombre del Propietario ☐ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: ROLANDO GARZA		
Address / Dirección: 7675 SOUTHMOST ROAD		
City / Ciudad: BROWNSVILLE	State / Estado: TEXAS	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956) 551-2153	Fax: (956) 544-0976	
E-mail / Correo Electrónico: RICKY.GARZA16@YAHOO.COM		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: MINNESOTA ROAD, BROWNSVILLE, TEXAS		
Subdivision / Subdivisión: CHICAGO GARDENS SUBDIVISION	Lot / Lote:	Block / Bloque: BLK 4
Property Tax ID / Identificación del impuesto: 74 - 2150 - 0040 - 0200 - 00	Gross Acreage / Superficie en Acres: 30.64	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : AG	Proposed Zoning / Zonificación Propuesta: R-2	
Proposed Use / Uso propuesto: 150 RES DUPLEX LOTS	Overlay District: RESIDENTIAL SUBURBAN	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ☐ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ☐ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ■ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
  ☐ Design Statement / Declaración de Diseño
  ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

REZONE THIS PROPERTY TO R-2 TO CREATE A 150 LOT SUBDIVISION FOR DUPLEXES. PLEASE INCLUDE TAX ID'S: 74-2150-0040-0300-00 & 74-2150-0040-0300-10 IN THIS APPLICATION. THEY ARE THE SAME PROPERTY.

Additional Required Documentation / Documentación Requerida

■ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
■ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
■ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 05/31/23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-014

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agricultural (AG) to Residential Suburban (R-2) for a 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

NORTON DR
MORNINGSIDE RD
ZAFIRO DR
AMATISTA DR
SUBJECT PROPERTY
S MINNESOTA AVE
N
Case No. 235-2023-014

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

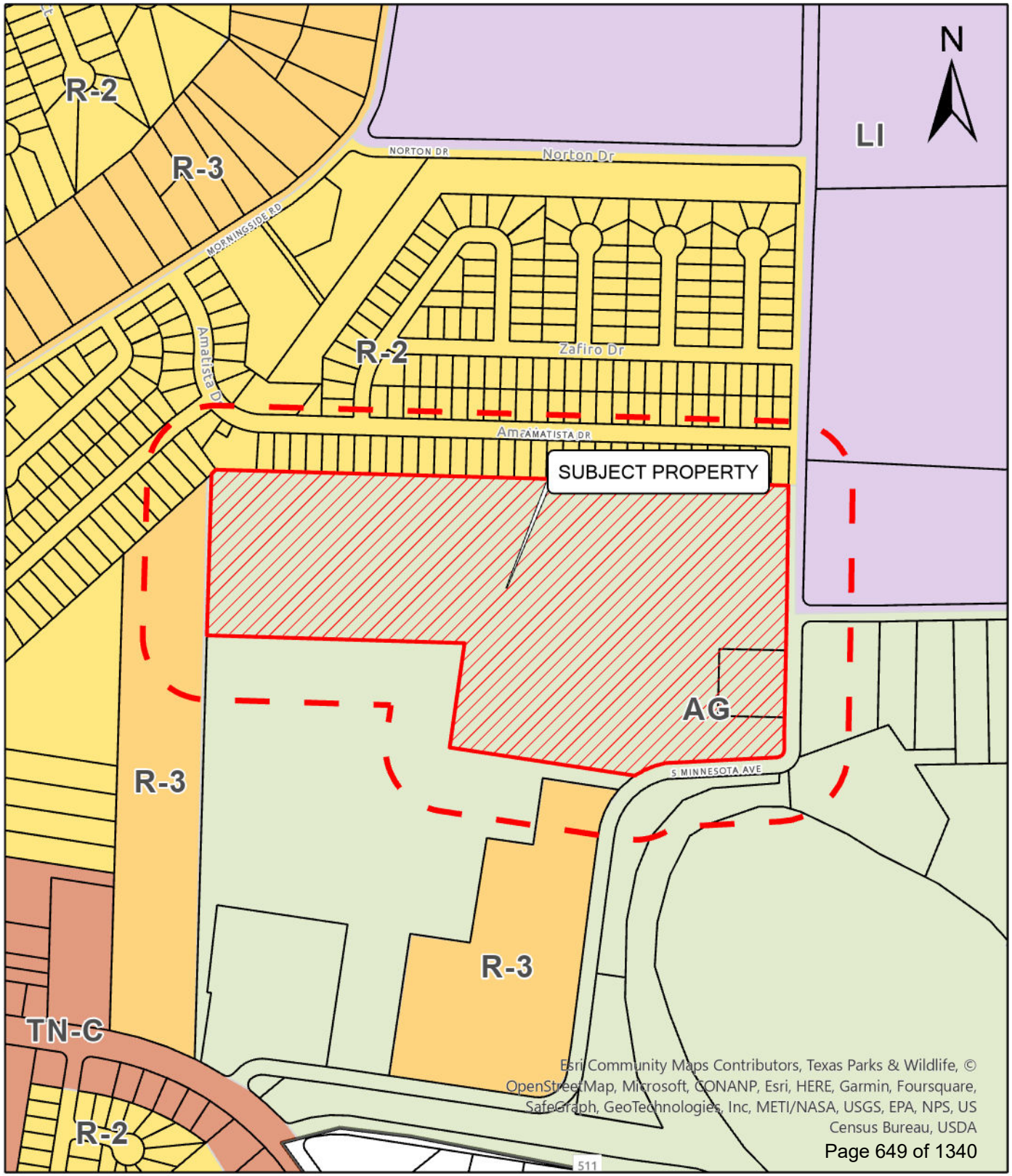
EXHIBIT "A"

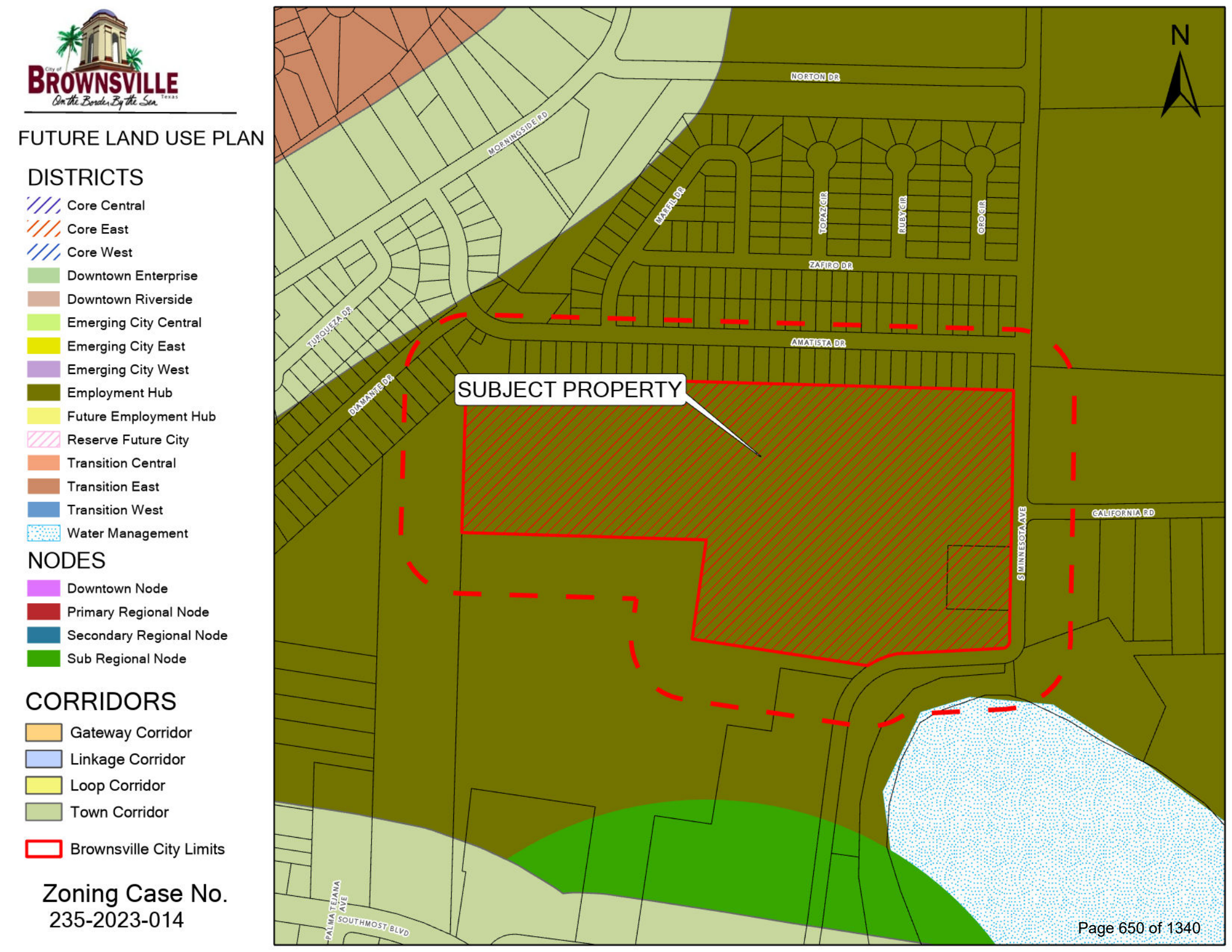
Rezoning request:
Case # 235-2023-014

Current Zoning:
AG, Agriculture

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #1




City of BROWNSVILLE
On the Border By the Sea
Texas
FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-014
N
NORTON DR
MORNINGSIDE RD
MARFIL DR
TOPAZ CIR
RUBY CIR
ORO CIR
ZAFIRO DR
TURQUEZA DR
AMATISTA DR
DIAMANTE DR
SUBJECT PROPERTY
S MINNESOTA AVE
CALIFORNIA RD
PALMA TEJANA AVE
SOUTHMOST BLVD
Page 650 of 1340

ROLANDO GARZA
7675 SOUTHMOST ROAD BROWNSVILLE, TEXAS 78521
(956) 592-4930 & (956) 551-2153
FAX: (956) 544-0976

To the Zoning Department of Brownsville, Texas.

My plan is to subdivide the 30+ acre lot, located on Minnesota Avenue, into roughly 150 lots that are 6,000 square feet or bigger to accommodate duplex and/or townhomes. I have attached a preliminary plot plan that shows the structure of the subdivision, so you may have a better understanding of my plans. The plot is currently broken down into three taxable units that include property tax ID's: 74-2150-0040-0300-10, 74-2150-0040-0300-00, and 74-2150-0040-200-00.

The numbers and data clearly show that Brownsville is growing at an unprecedented rate. Brownsville needs to be ready with affordable housing to allow our growing local population and the thousands of employees that the LNG and SpaceX corporations are bringing to thrive and want to continue to live locally. The subdivision made with duplex housing is just what is needed. Typically, the people that are coming to Brownsville do so with their families or start families once they arrive here. They need somewhere to live so they may truly make Brownsville their home. My 30-acre subdivision will help reduce the strain of the raising local rent rates and will help increase our local tax revenue. I have verbal agreements with a number of local builders for multiple purchases of these lots. Additionally, local real estate agents whom I have spoken to are excited at the prospect of so many lots (specifically for residential duplex use) coming into the market. In the open market today, there very few empty lots where homeowners can build duplexes/townhomes.

The need for this subdivision is clear and I would like to proceed to the next step with this project. With your help, I can rezone this property from Agriculture to Residential Suburban (R-2) and move forward with the planning and development of this project.

Thank you

Rolando Garza

VALLE DE ORO SUBDIVISION
(CAB. 1, SLOT 419B, C.C.M.R.)

BLOCK 5 | LOT 3 | LOT 2 | LOT 1 | RESERVE "B"

℄ MARFIL DR. (50 FT. R.O.W.)

℄ DIAMANTE DR. (50 FT. R.O.W.)

BLOCK 3 | LOT 30 | L.S. | LOT 30 | LOT 29 | LOT 28 | LOT 27 | RESERVE "A"

℄ AMATISTA DRIVE (60 FT. R.O.W.)

BLOCK 8: LOT 1 – LOT 33

1/2" IRON ROD FOUND

(600.0' RECORDED – 600.07' MEAS.)

(605.0' RECORDED – 605.18' MEAS.)

120.05 MEAS.

10 FT. WIDE UTILITY EASEMENT

25 FT. WIDE DRAINAGE EASEMENT

16 FT. WIDE DRAINAGE & UTILITY EASEMENT

S 87°30'00" E 1795.00'

1/2" IRON ROD FOUND

1/2" IRON ROD SET

EXIST. DRAIN DITCH

N 02°30'00" E 532.20'

EXIST. DRAIN DITCH

EXIST. DRAIN DITCH

N 87°30'00" W 800.60'

1/2" IRON ROD SET

N 08°54'00" E 328.50'

EXIST. DRAIN DITCH

EXIST. DRAIN DITCH

1/2" IRON ROD SET

N 80°35'00" W 666.90'

EDGE OF ASPHALT

30.67 AC. GROSS
SAVE & EXCEPT 1.00 AC.
29.67 AC. NET

B.I.S.D.
SOUTHMOST ELEM.
OUT OF PARTS OF BLOCK 1 & 2
CHICAGO GARDENS SUBDIVISION
(VOL. 4, PG. 48, C.C.M.R.)

DAVILA FAMILY TRUST
21.02 AC
OUT OF PARTS OF BLOCK 3 & 4
CHICAGO GARDENS SUBDIVISION
(VOL. 4, PG. 48, C.C.M.R.)

COMMERCIAL

EDGE OF ASPHALT 402.11'

EDGE OF ASPHALT 869.90'

20.0' | 20.0'

BROWNSVILLE/SOUTH PADRE ISLAND
INTERNATIONAL AIRPORT

℄ CALIFORNIA ROAD

20.0' | 50.00'

25 FT. BLDG. SETBACK LINE

MINNI-CAL SUBDIVISION
(CAB. 1, SLOT 1297A)

LOT 1 | LOT 2 | LOT 2 | LOT 3

5.0'

SAVE & EXCEPT
1.00 AC.

℄ MINNESOTA AVE.
(R.O.W. VARIES)

S 02°30'00" W

50.0'

5 FT. FUTURE ADDITIONAL R.O.W.

25 FT. BLDG. SETBACK LINE

15 FT. IRRIGATION EASEMENT

EDGE OF ASPHALT 20.0'

POWER POLE

OVERHEAD POWER LINE

MINNESOTA AVE.

S 81°53'53" W 375.38'

1/2" IRON ROD SET

POWER POLE

17.3'

NEIGHBOR'S CHAIN LINK FENCE

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

FLOOD ZONE

PROPERTY LIES IN ZONE "C" (AREAS OF MINIMAL FLOODING) AS PER FLOOD INSURANCE RATE MAP OF CAMERON COUNTY, TEXAS. COMMUNITY PANEL NUMBER 480101 0350B, EFFECTIVE SEPTEMBER 15, 1983.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON APRIL 6, 2012, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON." STANTIALLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

STATE OF TEXAS · REGISTERED · E. R. GONZALEZ, JR. · 3732 · PROFESSIONAL LAND SURVEYOR

EDMUNDO R. GONZALEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR #3732

BOUNDARY SURVEY

OF

29.67 ACRES OUT OF BLOCK NUMBER FOUR (4), CHICAGO GARDENS SUBDIVISION, IN CAMERON COUNTY, TEXAS, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN VOLUME 4, PAGE 48, OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

SURVEYED FOR: ROLANDO GARZA

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION NO. 1

DATE: SEPT. 15, 2020 JOB NO. 2723-G-047

VALLE DE ORO SUBDIVISION
(CAB. 1, SLOT 419B, C.C.M.R.)

BLOCK 5 | LOT 3 | LOT 2 | LOT 1 | RESERVE "B"

℄ MARFIL DR. (50 FT. R.O.W.)

℄ DIAMANTE DR. (50 FT. R.O.W.)

BLOCK 3 | LOT 30 | L.S. | LOT 30 | LOT 29 | LOT 28 | LOT 27 | RESERVE "A"

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15 FT. IRRIGATION EASEMENT

EDGE OF ASPHALT 20.0'

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OVERHEAD POWER LINE

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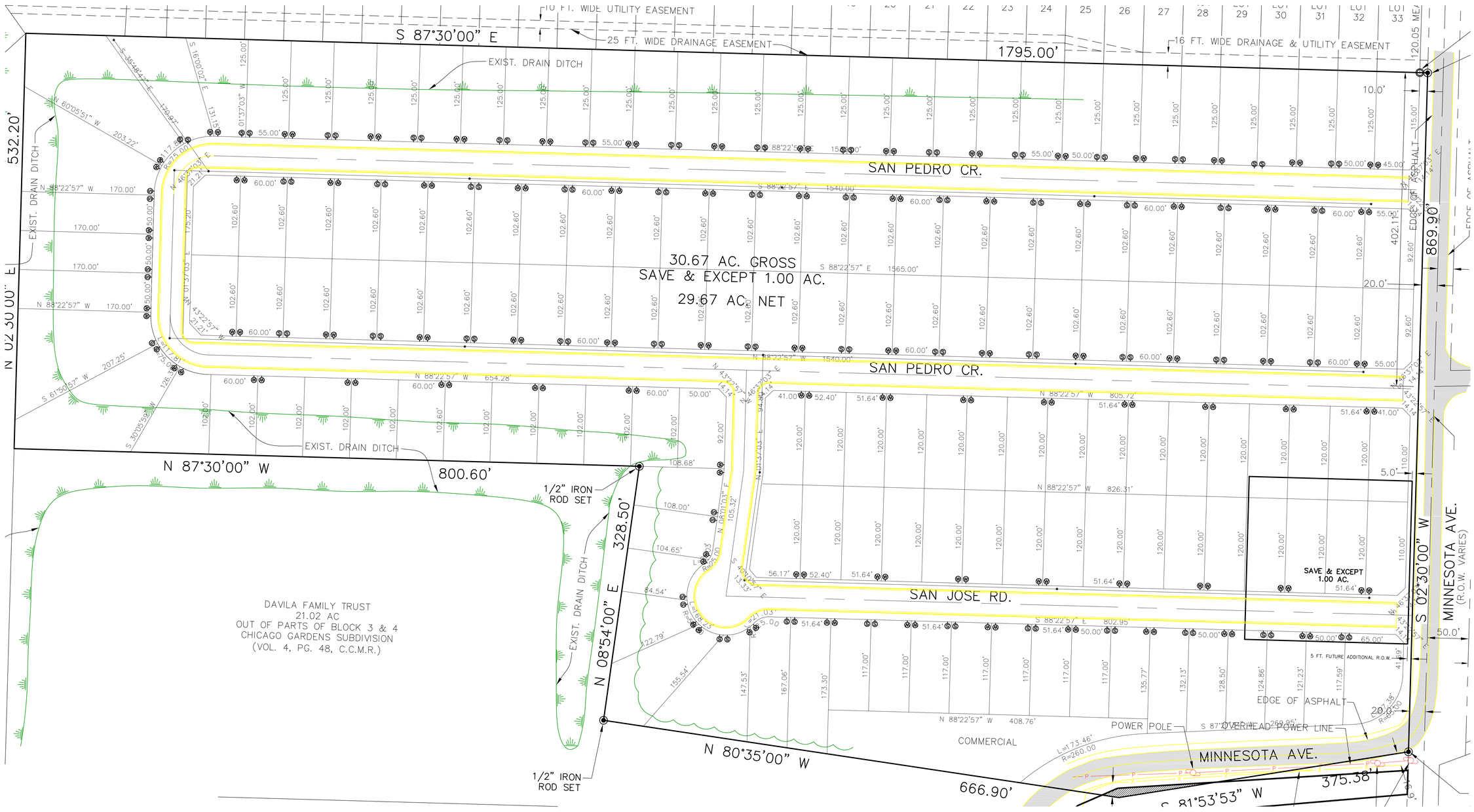
SURVEYED FOR: DOLBY LINWOOD

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION NO. 1

DATE: APRIL 12, 2012 JOB NO. 2946-G-001

Z:\Land Projects 2020\Rolando Garza\Commercial Duplex Subdivision\01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EXIST. DRAIN DITCH
SAN PEDRO CR.
30.67 AC. GROSS
SAVE & EXCEPT 1.00 AC.
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COMMERCIAL
POWER POLE
OVERHEAD POWER LINE
EDGE OF ASPHALT
MINNESOTA AVE.
(R.O.W. VARIES)
S 02°30'00" W
869.90'
MINNESOTA AVE.
S 81°53'53" W
375.58'
5 FT. FUTURE ADDITIONAL R.O.W.
EDGE OF ASPHALT
10.0'
20.0'
5.0'
50.0'
20.0'

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Rolando Garza
Property Address: South Minnesota Avenue
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: June 1, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 75

Geo ID: 74-2150-0040-0200-00
Case No.: 235-2023-014
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: July 6, 2023
Electoral District: 1
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: A 30.67-acre tract of land out of Block 4, Chicago Gardens Subdivision, Cameron County, Texas, located on South Minnesota Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting South Minnesota Avenue, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land, Single-Family Dwelling, and Airport
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land, Single-Family Dwelling, and Public School

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Suburban (R-2), Residential Transition (R-3), and Light Industrial (LI)
East: Agriculture (AG) and Light Industrial (LI)
South: Agriculture (AG), Residential Suburban (R-2), Residential Transition (R-3), and Traditional Neighborhood Corridor (TN-C)
West: Residential Suburban (R-2) and Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Employment Hub District. Land uses in the Employment Hub District are half industrial, with a healthy mixture of all other land uses. Residential land uses should be primarily single family, duplex, and triplex with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Suburban (R-2).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-015**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence on a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Joe de la Fuente, proposes to change the Zoning Designation for a 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family residence.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, are also present within the vicinity.

The property is located within the Gateway Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an approximate area of 0.333 acre and is currently site to a single-family home. Mr. de la Fuente wishes to sell off the subject 0.333 acre from the 6.79-acre parent tract to the family residing in the existing home. To comply with the required minimum lot size, the property must be rezoned from Agriculture (AG), which requires a minimum lot size of 40,000 square feet, to Residential Single-Family (R-1), which requires a minimum lot size of 5,000 square feet.

After an analysis of the area, staff finds that the proposed use would be compatible with surrounding residential uses.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Single-Family (R-1).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-015

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 1,2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: OSCAR A. CHAVEZ,PE/RPLS		
Address / Dirección: 755 LAND O'LAKES DRIVE		
City / Ciudad: BROWNSVILLE	State / Estado: TX	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956)-909-6659	Fax:	
E-mail / Correo Electrónico: oachvezm@gmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Si ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 2893 OLD MILITARY ROAD		
Subdivision / Subdivisión: VILLANUEVA SUBDN BLOCK 1	Lot / Lote: 1	Block / Bloque: 1
Property Tax ID / Identificación del impuesto: 78 - 6210 - 0010 - 0010 - 00	Gross Acreage / Superficie en Acres: 0.333	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : AG	Proposed Zoning / Zonificación Propuesta: R1	
Proposed Use / Uso propuesto: SINGLE FAMILY RESIDENCIAL	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha:
Oscar A. Chavez, PE/RPLS	6/1/23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-015

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agricultural (AG) to Residential Single-Family (R-1) for 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

US HIGHWAY 281
SUBJECT PROPERTY
N
Case No. 235-2023-015

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

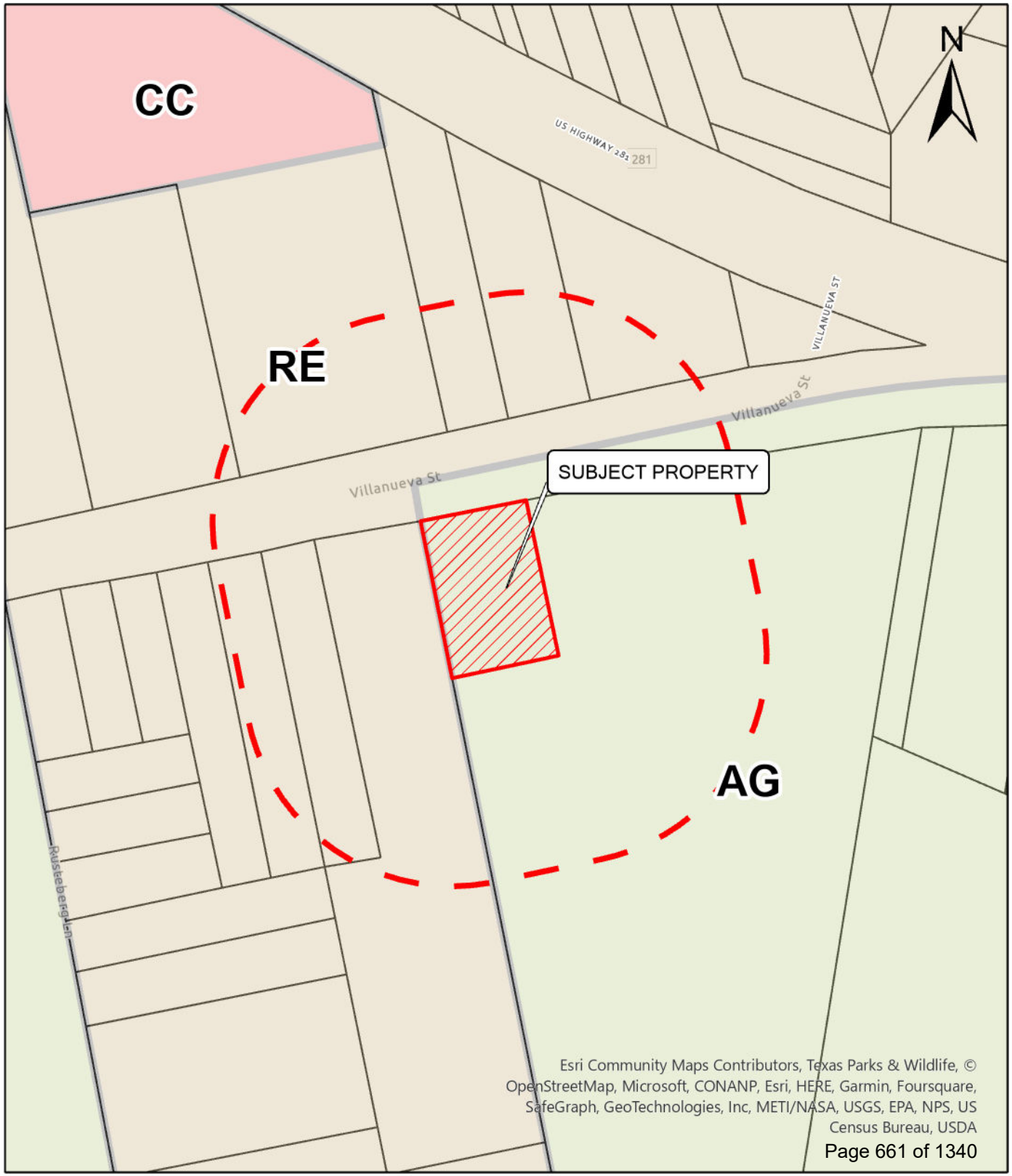
EXHIBIT "A"

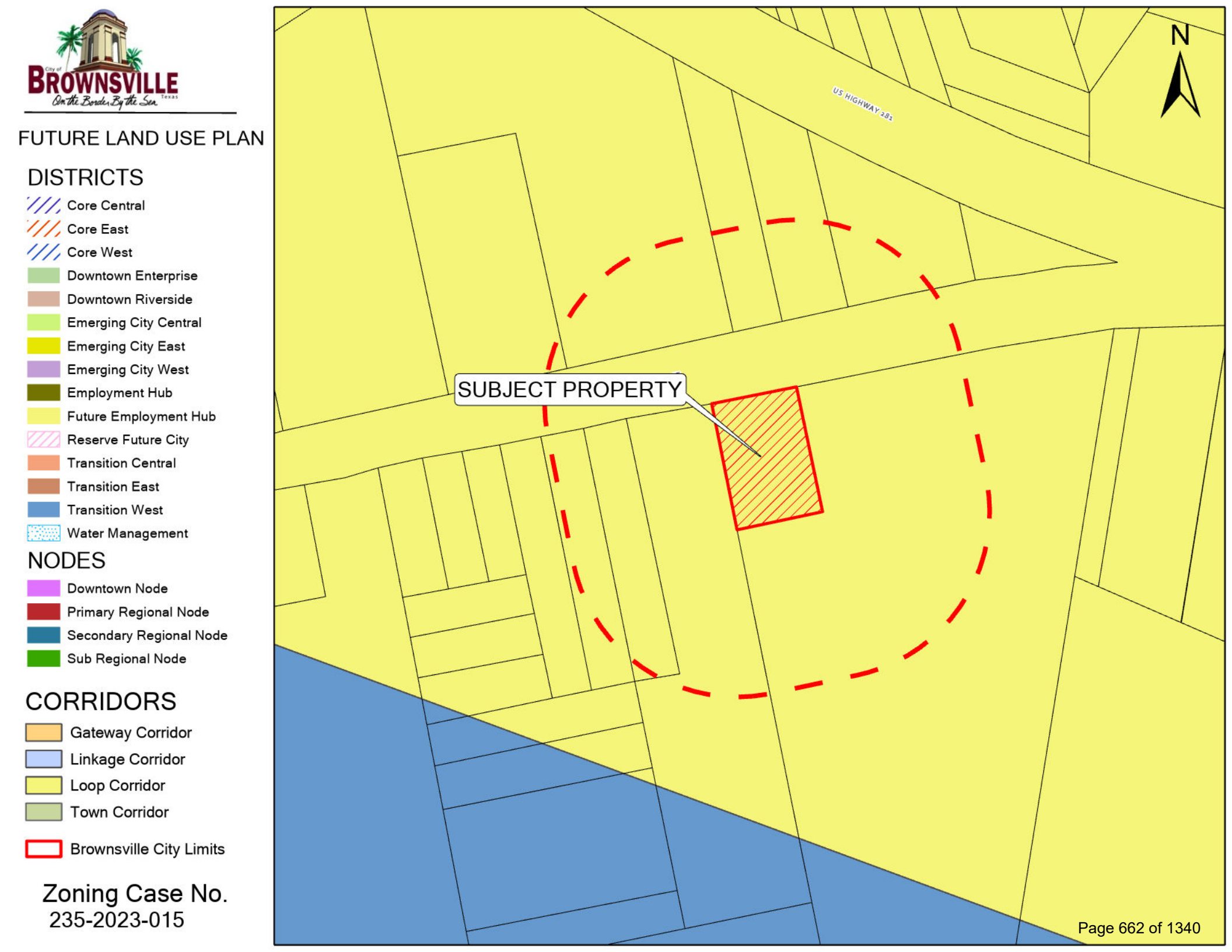
Rezoning request:
Case # 235-2023-015

Current Zoning:
AG, Agriculture

Proposed Zoning:
R-1 Residential Single Family

Brownsville Electoral District #4




BROWNSVILLE
On the Border By the Sea
FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-015
US HIGHWAY 281
SUBJECT PROPERTY
N

Amaya Surveying Co., LLC
905 Los Ebanos Boulevard, Suite C
Brownsville, TX 78520
office: 956-550-0177
lamaya@rgv.rr.com

Joe De La Fuente
0.333 Acre

November 16, 2020
Job No. 6201

METES AND BOUNDS DESCRIPTION

Being 0.333 Acre of land, more or less, out of Lot 1, Block 1, Villanueva Subdivision in the City of Brownsville, Cameron County, Texas as recorded in Volume 11, Page 42 of the Cameron County Map Records; said 0.333 Acre Tract being more particularly located and described as follows:

COMMENCING at a ½ inch iron pin found on the south right-of-way line of Old Military Highway (100 ft. r.o.w.) for the northwest corner of Lot 2, Block 1, Villanueva Subdivision; THENCE, along the south right-of-way line of Old Military Highway and the north line of said Lot 2, N 78°20' E a distance of 100.0 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set for the northwest corner of said Lot 1 and for the northwest corner of this tract;

THENCE, continuing along the south right-of-way line of Old Military Highway and the north line of said Lot 1, N 78°20' E a distance of 100.00 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set for the northeast corner of this tract;

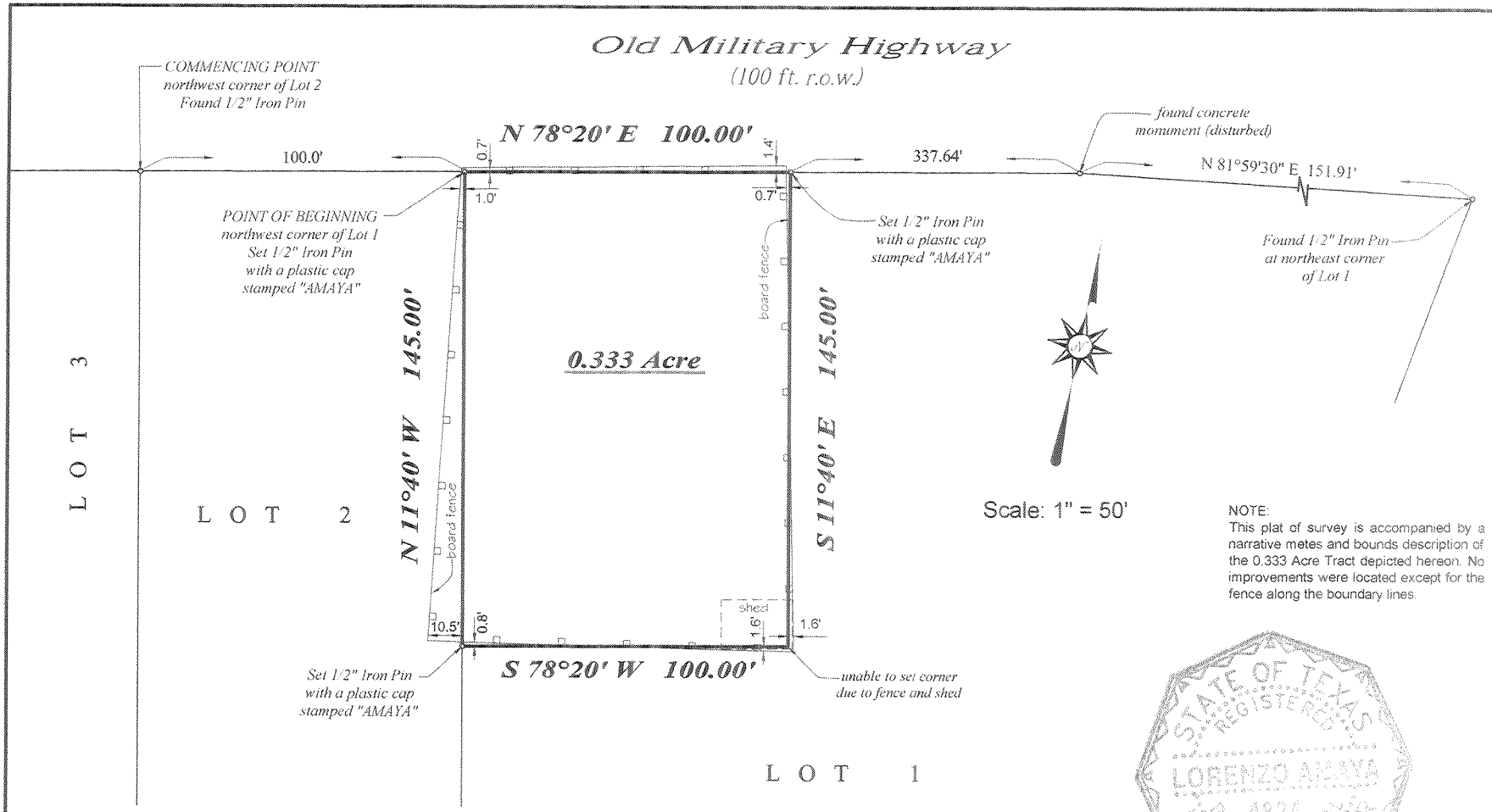
THENCE, parallel to the west line of said Lot 1, S 11°40' E a distance of 145.00 feet to a point for the southeast corner of this tract;

THENCE, parallel to the north line of said Lot 1, S 78°20' W a distance of 100.00 feet to a ½ inch iron pin with a plastic cap stamped "AMAYA" set on the common line between said Lots 1 and 2 for the southwest corner of this tract;

THENCE, along the common line between said Lots 1 and 2, N 11°40' W a distance of 145.00 feet to the POINT OF BEGINNING.

Containing 0.333 Acre of land, more or less.
This description is accompanied by a plat of survey depicting the 0.333 Acre Tract described herein.

Lorenzo Amaya
Registered Professional Land Surveyor No. 4834



NOTE:
This plat of survey is accompanied by a narrative metes and bounds description of the 0.333 Acre Tract depicted hereon. No improvements were located except for the fence along the boundary lines.

STATE OF TEXAS
REGISTERED
LORENZO AMAYA
4834
PROFESSIONAL
LAND SURVEYOR

Survey of

0.333 Acre out of Lot 1, Block 1, Villanueva Subdivision in the City of Brownsville, Cameron County, Texas according to the plat recorded in Volume 11, Page 42 of the Cameron County Map Records

Surveyed for:
Joe De La Fuente

November 16, 2020 ***Job No. 6201***

Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd. Suite C
Brownsville, TX 78520
office: 956-550-0177 *lamaya@rgv.rr.com*

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Joe de la Fuente/Oscar Chavez
Property Address: 2893 Old Military Road
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 9

Geo ID: 78-6210-0010-0010-00
Case No.: 235-2023-015
Proposed Use: Single-Family Dwelling
Proposed Zoning: Residential Transition (R-1)
P&Z Date: July 6, 2023
Electoral District: 4
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 0.333-acre tract of land, out of Lot 1, Block 1, Villa Nueva Subdivision, Cameron County, Texas, located at 2893 Old Military Road, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Old Military Road, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Single-Family Dwelling
East: Undeveloped Land and Single-Family Dwelling
South: Undeveloped Land
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Commercial Corridor (CC)
East: Agriculture (AG)
South: Agriculture (AG) and Residential Estate (RE)
West: Agriculture (AG) and Residential Estate (RE)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Gateway Corridor. Gateway Corridors are primarily residential and have an average of 0.25 dwelling units per acre on large lots, with some ranch and agricultural uses. Commercial, institutional, community facility, and industrial uses should be minimally intrusive on the landscape and be small in scale and form. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Single-Family (R-1).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-016**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow a duplex subdivision on 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Sutter Estates, LLC., proposes to change the Zoning Designation for 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling and school district facilities are also present within proximity of the subject property.

The property is located within the Transition Central District and Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property was originally intended to be a single-family development consisting of 65 lots with an average size of 8,000 square feet. However, due to changes in the market, the property owner wishes to reduce the number of lots to convert the development from single family to duplex. The new approximate lot count could range between 55 to 60 lots with a square footage exceeding the originally proposed 8,000 square feet. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing detached single-family homes. The R-2 zoning would allow the duplex use on each lot. In general, the proposed use would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Single-Family District (R-1) to Residential Suburban (R-2).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-016

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 1, 2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: OSCAR A. CHAVEZ, PE/RPLS		
Address / Dirección: 755 LAND O'LAKES DRIVE		
City / Ciudad: BROWNSVILLE	State / Estado: TX	Zip / Código Postal: 78521
Phone Number / Numero Telefónico: (956)-909-6659	Fax:	
E-mail / Correo Electrónico: oachavezm@gmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: NE SIDE OF INTERSECTION OF ROBINDALE RD AND MORRISON RD		
Subdivision / Subdivisión: EL JARDIN SUBDN VOL 4, PG 39	Lot / Lote:	Block / Bloque: 148
Property Tax ID / Identificación del impuesto: 74 - 7960 - 1480 - 0200 - 10	Gross Acreage / Superficie en Acres: 23.136	
Location Description / Descripción de la Ubicación: NE SIDE OF INTERSECTION OF ROBINDALE RD AND MORRISON RD		
Current Zoning / Zonificación Actual : R1	Proposed Zoning / Zonificación Propuesta: R2	
Proposed Use / Uso propuesto: DUPLEX	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ■ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud) Oscar A. Chavez, PE/RPLS	Date / Fecha: 6/1/2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-016

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located on the intersection of Robindale and Morrison Road, Brownsville, Texas 78526.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

SUBJECT PROPERTY
E MORRISON RD
N
Case No. 235-2023-016

City of Brownsville Zoning Map

Zoning2021_Revised

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

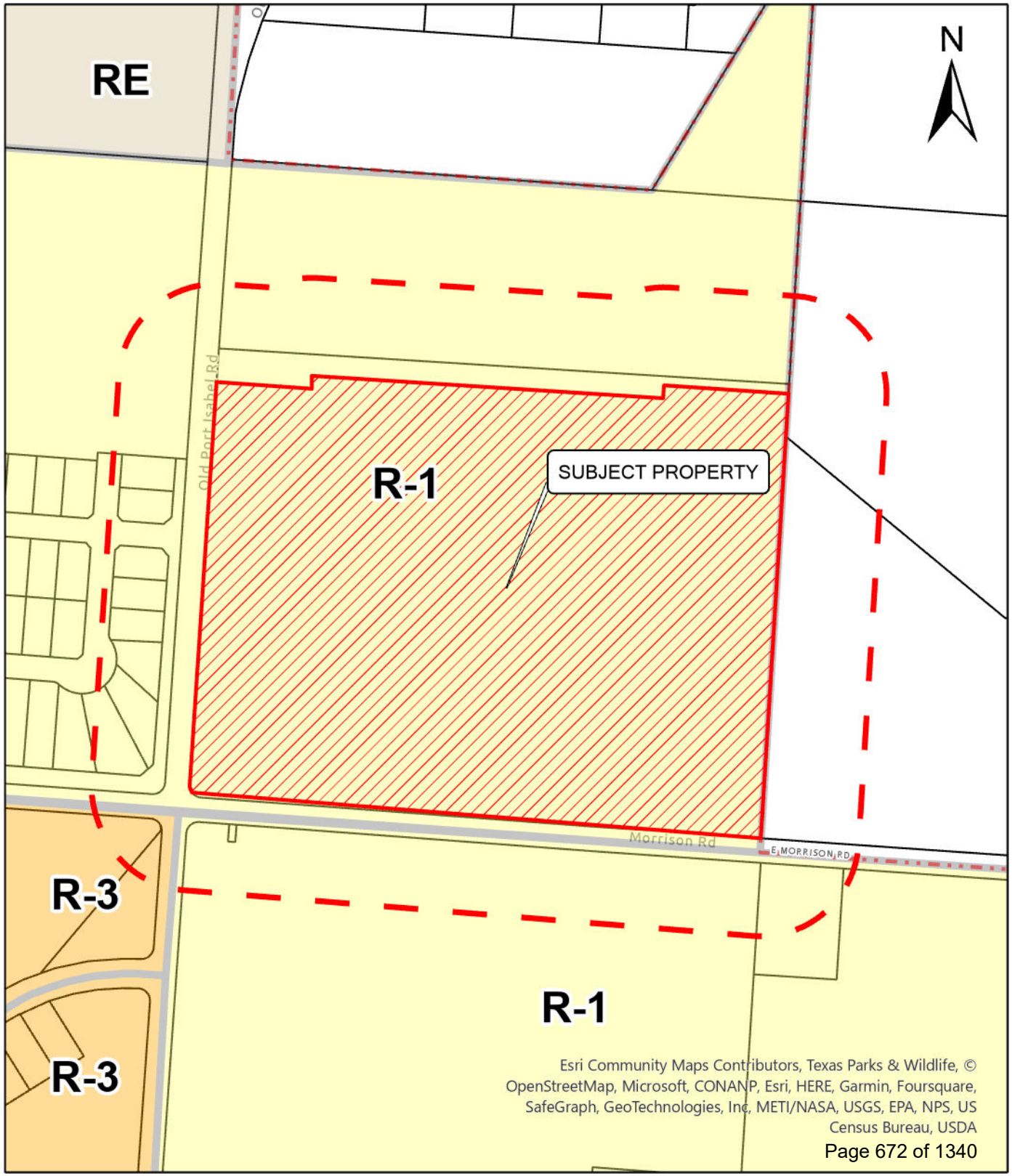
EXHIBIT "A"

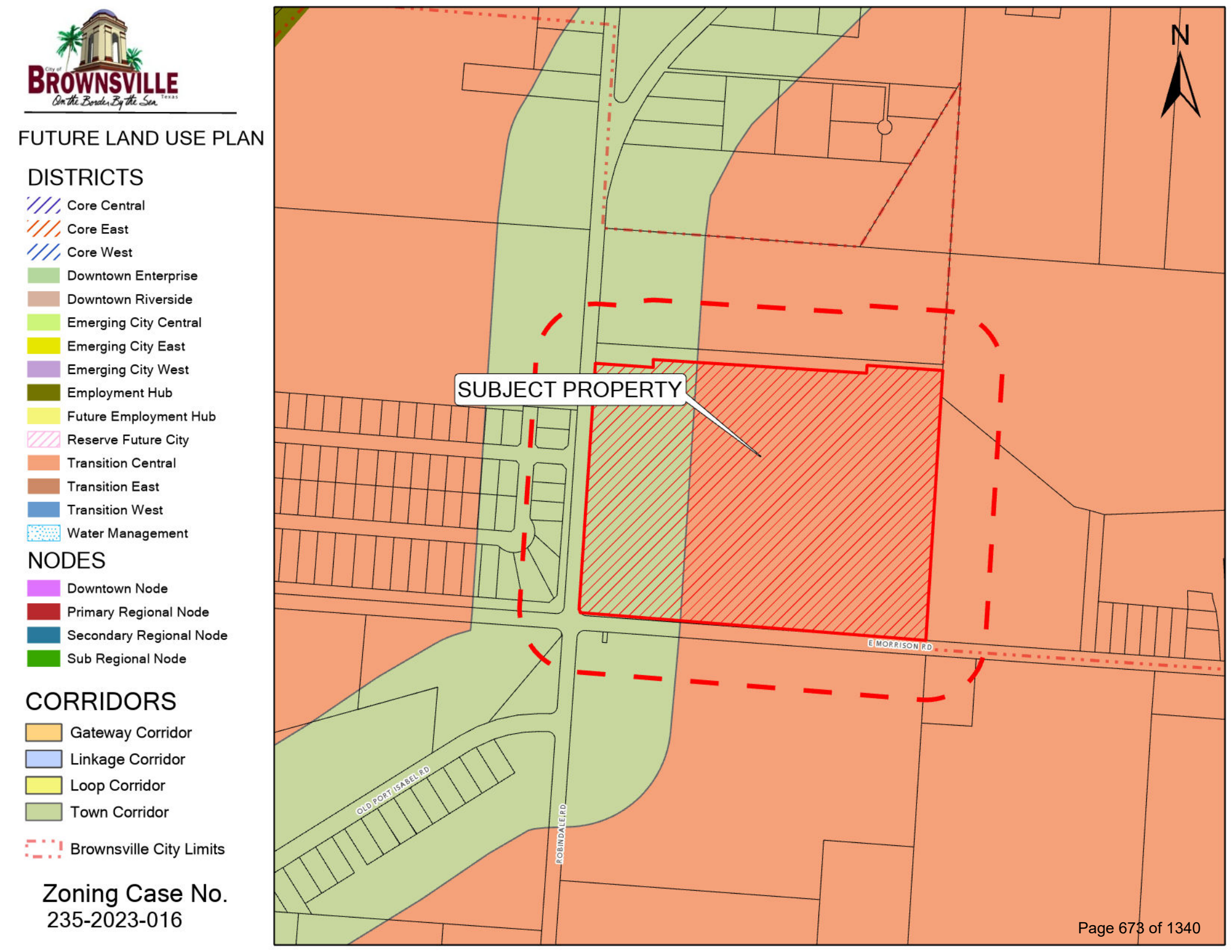
Rezoning request:
Case # 235-2023-016

Current Zoning:
R-1 Residential Single Family

Proposed Zoning:
R-2 Residential Suburban

Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-016
SUBJECT PROPERTY
E MORRISON RD
OLD PORT ISABEL RD
ROBINDALE RD
N

EL JARDIN SUBDIVISION

SHARE 19/27, 5.531 AC.
OUT OF N 35.19 AC. BLK 146
DOC. NO. 2021-52787

PASEO RESIDENCIAL SUBDIVISION SECTION I
DOC. 14207, 14208, 14209

MJO FINANCE LLC.

EL JARDIN SUBDIVISION SHARE 19/27
BLOCK 147 19.468 AC OUT OF 41.22 AC
DOC. NO. 2022-17416

EL JARDIN SUBDIVISION

SHARE 19/27 20.762 AC.
OUT OF BLOCK 156
(C.C.O.R. VOL. 6776, PG. 215)

OLD PORT ISABEL ROAD

N 40°05'30" W
21.25'

N 4°49' E 867.71'

S 85°00' E 171.14'

N 4°28' E
12.00'

60 30 0 60 120 180

29181-DUPLEX-REZONE.dwg June 2, 2023

BROWNSVILLE ISD
EL JARDIN SUBDIVISION SHARE 19/27
E 19/27 BLK 155, 5.65 ACRES
DOC. NO. 2019-33414

BROWNSVILLE ISD
EL JARDIN SUBDIVISION SHARE 19/27 22.88 of 22.90 AC.
OF 27.390 AC OUT OF 36.160 AC. OUT OF BLOCK 145
(C.C.O.R. VOL. 6783, PG. 278)

MORRISON ROAD

N 85°00' W 1114.10'

23.136 ACRES

S 85°00' E 782.56'

N 4°28' E
12.24'

S 85°32' E 170.00'

N 85°00' W 145.01'

POINT OF COMMENCING

N 4°28' E
60.00'

POINT OF BEGINNING

S 4°28' W 908.56'

BROWNSVILLE ISD
EL JARDIN SUBDIVISION

SHARE 19/27 E 19/27
NW COR BLK 144 0.860 AC.
(C.C.O.R. VOL. 6172, PG. 287)

BLOCK 149 EL JARDIN SUBDIVISION

SHARE 19/27 7.924 AC.
OF W 1/2 OF S16.170 AC.
DOC. NO. 2020-47686

BLOCK 149 EL JARDIN SUBDIVISION

SHARE 19/27 7.924 AC.
OF W 1/2 OF S16.170 AC.
DOC. NO. 2020-47686

BROWNSVILLE PUBLIC UTILITIES

EL JARDIN SUBDIVISION SHARE 19/27
E 19/27 BLK 154 W 13.600 AC.
DOC NO. 2007-15688

C:\VFB Subdivisions\Sutter Estates\29181-DUPLEX-REZONE.dwg Jun 02,2023

DRAWN BY OCTAVIO

STATE OF TEXAS
REGISTERED
OSCAR A CHAVEZ
5621
PROFESSIONAL
LAND SURVEYOR

Oscar A. Chavez, RPLS
6/2/23

PLAT OF SURVEY

BEING 23.136 ACRES OF LAND MORE OF LESS COMPRISED OF ALL OF BLOCK ONE HUNDRED FOURTY EIGHT (148), EL JARDIN SUBDIVISION, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 39, OF THE CAMERON COUNTY MAP RECORDS, AND SAID 23.136 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION POINT OF THE CENTERLINE OF MORRISON ROAD (40.00 FT. ROW), AND THE COMMON BLOCK LINE OF BLOCKS 148 AND 149, EL JARDIN SUBDIVISION, ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, THENCE NORTH 4 DEG. 28 MIN. 00 SEC. WEST, 60.00 FEET TO THE SOUTHEAST CORNER AND PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 85 DEG. 00 MIN. WEST, 1,114.10 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 40 DEG. 05 MIN. 30 SEC. WEST, 21.25 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 49 MIN. EAST, 867.71 FEET TO A POINT FOR A CORNER OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 85 DEG. 00 MIN. EAST, 171.14 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 28 MIN. EAST, 12.00 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 85 DEG. 00 MIN. EAST, 782.56 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 4 DEG. 28 MIN. EAST, 12.24 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 85 DEG. 32 MIN. EAST, 170.00 FEET TO A 1/2" IRON ROD WITH A BLUE PLASTIC CAP STAMPED "CADCON CORP" SET, FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 4 DEG. 28 MIN. WEST, 908.56 FEET TO THE PLACE OF BEGINNING, CONTAINING 23.136 ACRES OF LAND, MORE OR LESS.

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Sutter Estates LLC. / Oscar Chavez
Property Address: Robindale Road and Morrison Road
Application Type: Rezone
Current Zoning: Residential Single Family (R-1)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 17

Geo ID: 74-7960-1480-0100-00
Case No.: 235-2023-016
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: July 6, 2023
Electoral District: 2
Annexation Year: 2022
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 23.136 acres out of Block 148, El Jardin Subdivision, Espiritu Santo Grant, Cameron County, Texas, located at the intersection of Robindale Road and Morrison Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Morrison Road, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Extraterritorial Jurisdiction (ETJ)
East: Undeveloped Land and Extraterritorial Jurisdiction (ETJ)
South: Brownsville Independent School District Facility
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family (R-1)
East: Extraterritorial Jurisdiction (ETJ)
South: Residential Single-Family (R-1) and Residential Transition (R-3)
West: Residential Single-Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central and Town Corridor. Transition Central recommends an average residential density should be 2 dwelling units per acre and consist primarily of single-family homes. Commercial uses should be neighborhood and service oriented, and industrial uses could include light and medium industry and warehousing. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Commercial uses should be neighborhood-oriented office and retail, ideally independently owned business, and shops. Town Corridors are highly suitable for adult and child daycare facilities, schools and education and recreation centers. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Single Family (R-1) to Residential Suburban (R-2).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-017**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development on a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Hosanna World Changers Church, Inc., proposes to change the Zoning Designation for a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) for the purpose of establishing a multi-family development.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling, commercial business, and religious assembly are also present within proximity of the subject property.

The property is located within the Employment Hub and the Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property has an area of 7.62 acres and is currently site to an existing church. The applicant is requesting a zoning reclassification due to the current zoning (RE) only allowing large single-family estates. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. A development proposal has not yet been submitted to staff to determine the density. Staff finds that the proposed development

complements the surrounding commercial, residential, and religious assembly uses. In general, the project would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Transition (R-3).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-017

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 5/31/2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Paco Aldape		
Address / Dirección: 1825 CLeveland St., Brownsville, Texas 78521		
City / Ciudad: Brownsville	State / Estado: Tx.	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: (956) 897-5664	Fax:	
E-mail / Correo Electrónico: Paco.pavementdevelopment@outlook.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 2400 El Jardin Subdivision		
Subdivision / Subdivisión: El jardin Subdivision Share 19/27	Lot / Lote:	Block / Bloque: 180
Property Tax ID / Identificación del impuesto: 74 - 7960 - 1800 - 0100 - 00	Gross Acreage / Superficie en Acres: 7.2	
Location Description / Descripción de la Ubicación: corner of Robindale and El Jardin Heights rd.		
Current Zoning / Zonificación Actual : RE	Proposed Zoning / Zonificación Propuesta: R3	
Proposed Use / Uso propuesto: Apartments	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ■ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ■ Application / Solicitud
- ■ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ■ Deed of the subject property / Escritura de la propiedad en cuestión
- ■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ■ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

■ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 5/31/2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-017

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 7.62-acre tract out of Block 180, El Jardin Subdivision Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, located 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526.

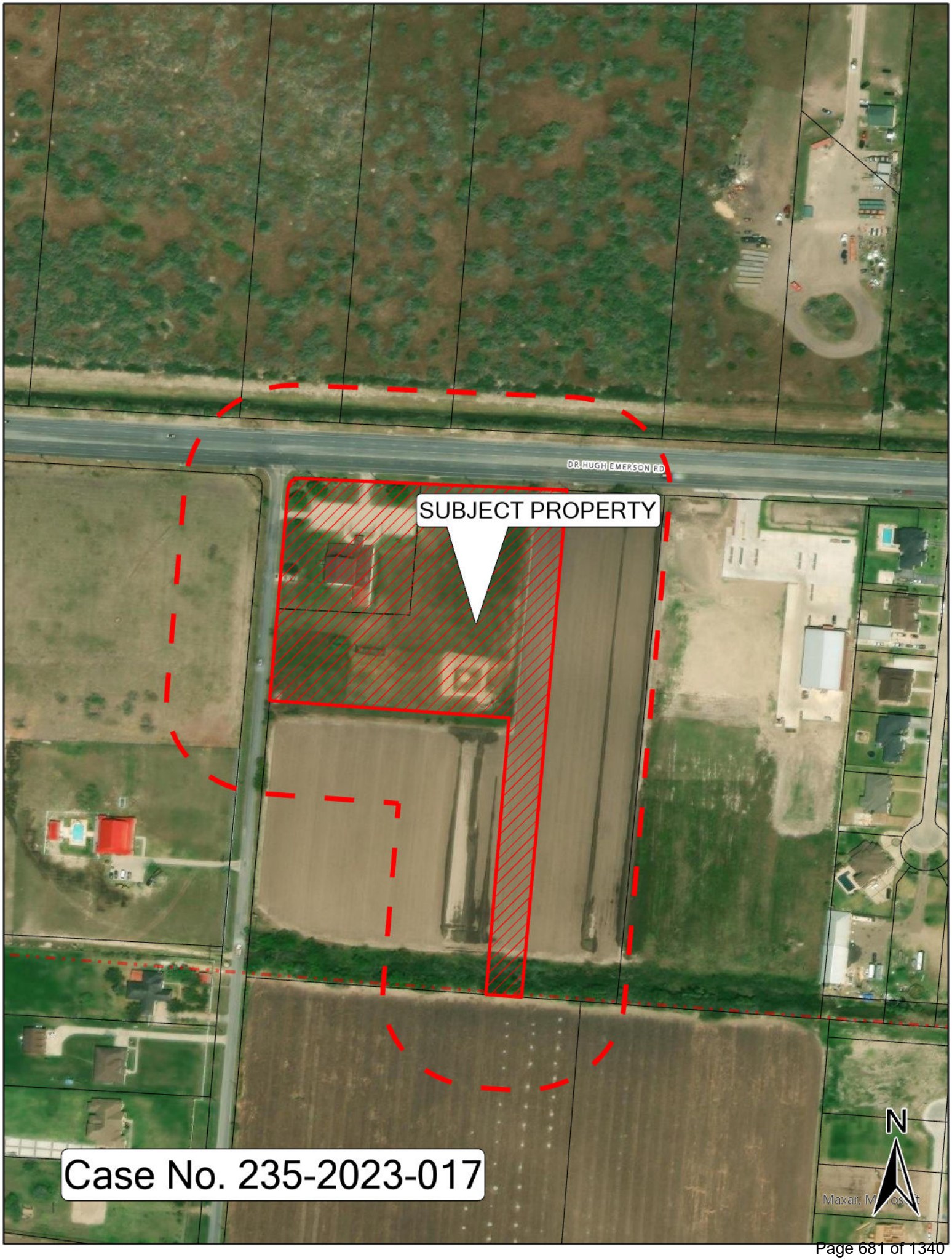
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


DR HUGH EMERSON RD
SUBJECT PROPERTY
N
Case No. 235-2023-017

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

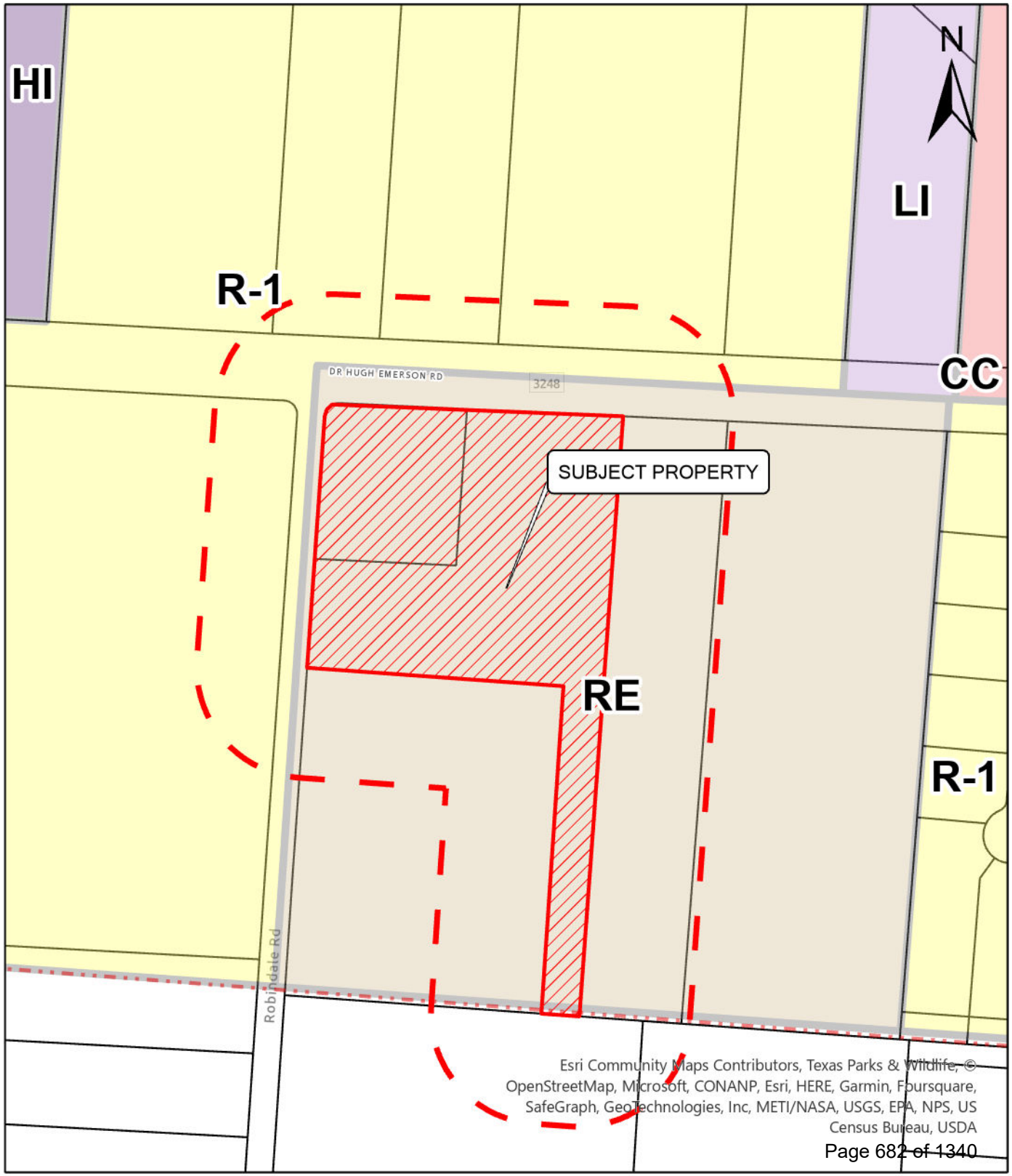
EXHIBIT "A"

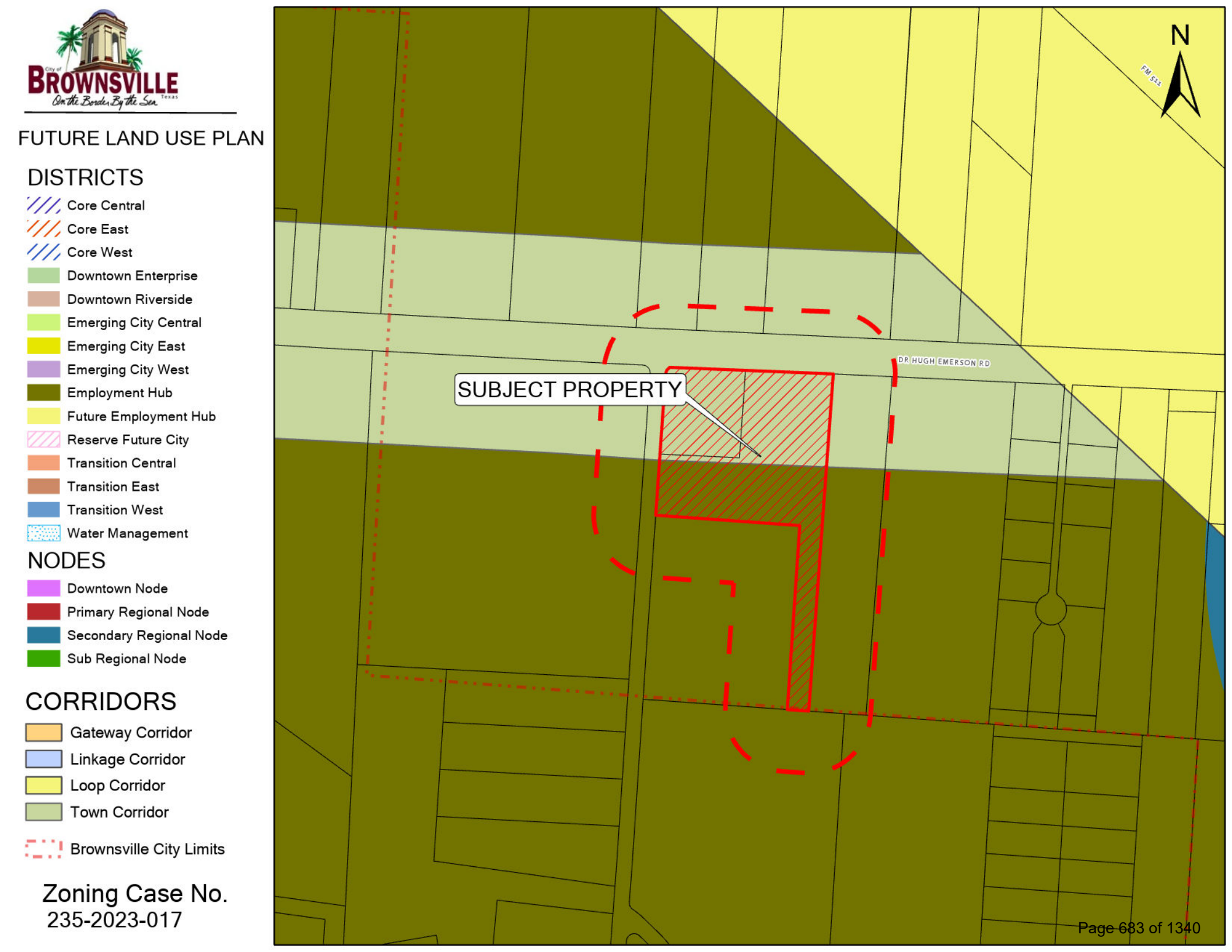
Rezoning request:
Case # 235-2023-017

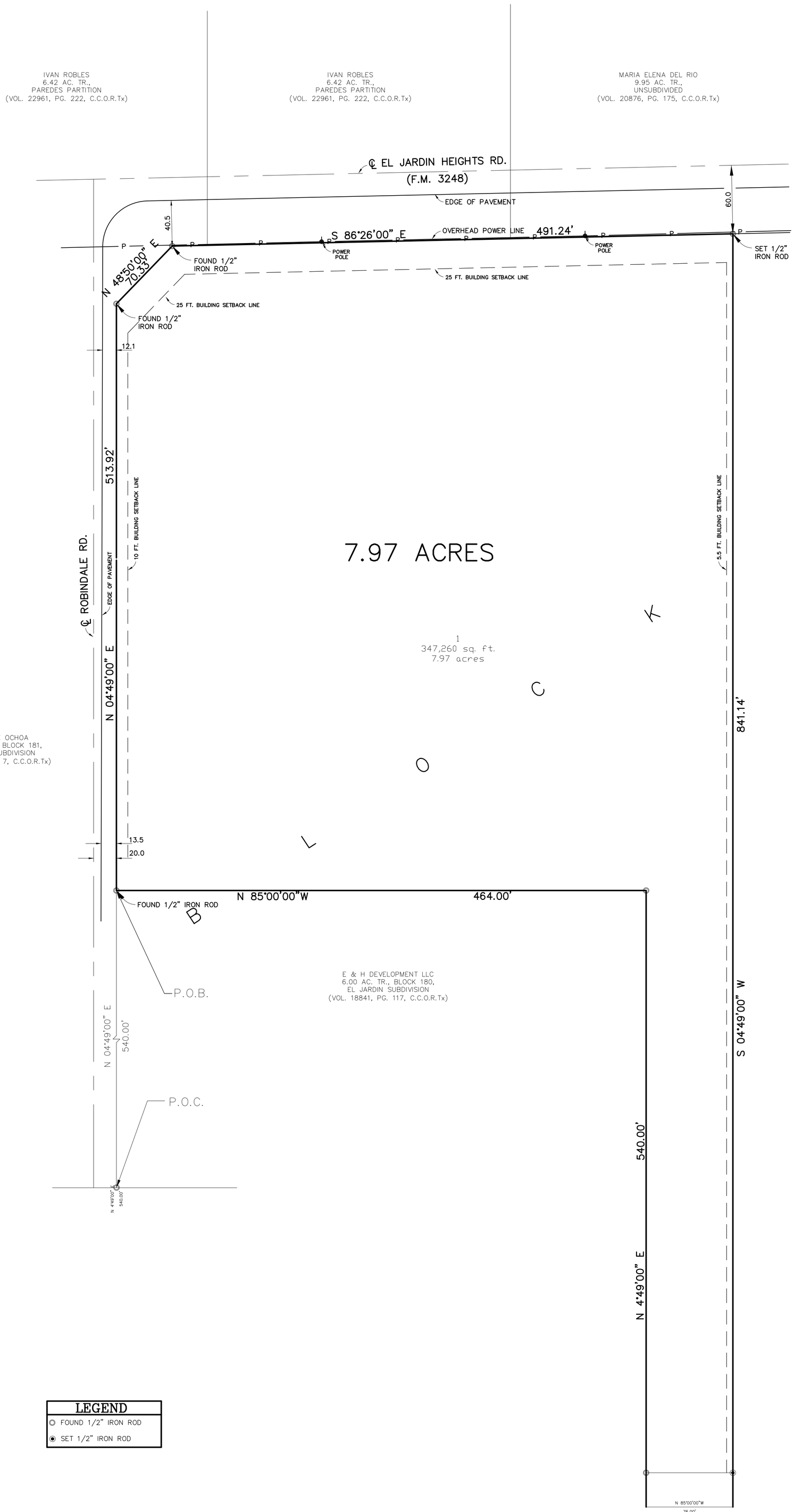
Current Zoning:
RE, Residential Estate

Proposed Zoning:
R-3 Residential Transition

Brownsville Electoral District #3




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-017
SUBJECT PROPERTY
DR HUGH EMERSON RD
FM 511
N



SCALE: 1"=50'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD

THIS TRACT LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOODING), AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 48061C0580F, EFFECTIVE FEB. 16, 2018.

BEARINGS AND DISTANCE USED ON THIS SURVEY ARE BASED ON THE RECORDED PLAT OF EL JARDIN SUBDIVISION, AS RECORDED, IN VOL. 4, PG. 39 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

" The undersigned hereby certifies that this survey, as described hereon, was made on the ground on __5/23/2023__ , that the only improvements on the ground are as shown; that there are no visible encroachments, visible overlapings, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors.

STATE OF TEXAS
REGISTERED
E. R. GONZALEZ, JR.
3732
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY

BEING 7.97 ACRE TRACT OF LAND OUT OF BLOCK 180, EL JARDIN SUBDIVISION SHARE 19/27, ESPIRITU SANTO GRANT, CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED IN VOLUME 4, PAGE 39 , MAP RECORDS, OF CAMERON COUNTY, TEXAS.

FOR: FIRST ASSEMBLY
2400 EL JARDIN ROAD
BROWNSVILLE, TEXAS, 78526

G-E&S
GONZALEZ
ENGINEERING & SURVEYING, INC.
153 E. PRICE ROAD, BROWNSVILLE, TX. 78521
PHONE: (956) 546-5515 FAX: (956) 546-2804
TEXAS ENGINEERING FIRM REGISTRATION No. 1
TEXAS SURVEYING FIRM REG. No. 10044700

Proj. No: 3858-G-001-000

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Paco Aldape/First Assembly of God
Property Address: 2400 Dr. Hugh Emerson Road
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 12

Geo ID: 74-7960-1800-0200-00
Case No.: 235-2023-017
Proposed Use: Multi-Family Development
Proposed Zoning: Residential Transition (R-3)
P&Z Date: July 6, 2023
Electoral District: 3
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 7.62-acre tract out of Block 180, El Jardin Subdivision, Shares 19 & 27, Espiritu Santo Grant, Cameron County, Texas, Located at 2400 Dr. Hugh Emerson Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Dr. Hugh Emerson Road, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Commercial Business
East: Undeveloped Land, Single Family Dwelling, Religious Assembly, and Commercial Business
South: Undeveloped Land and Extraterritorial Jurisdiction (ETJ)
West: Undeveloped Land, Single Family Dwelling, and Extraterritorial Jurisdiction

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1), Commercial Corridor (CC), Light Industrial (LI), and Heavy Industrial (HI)
East: Residential Estate (RE) and Residential Single Family (R-1)
South: Residential Estate (RE) and Extraterritorial Jurisdiction (ETJ)
West: Residential Estate (RE), Residential Single-Family (R-1), and Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor and the Employment Hub. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Land uses in the Employment Hub are half industrial with a healthy mixture of all other land uses. Residential uses should be primarily single-family, duplex and triplex with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Residential Transition (R-3).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-905**, to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) to allow a single-family subdivision for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
This is a City Initiated Case to change the zoning designation for Sections 1 to 6 of El Naranjal Subdivision, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521. The proposed zoning reclassification will amend the Zoning Map from Residential Suburban (R-2) to Residential Single-Family (R-1).

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, duplex, and commercial business are also present within the vicinity.

The property is located within the Town Corridor, Loop Corridor, Secondary Regional District, and Water Management District. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
As mentioned, the area being rezoned is comprised of 6 phases within El Naranjal Subdivision. It is important to point out that these phases are existing residential single-family subdivisions that were zoned single-family prior to the adoption of the Unified Development Code (UDC-December of 2020). With the adoption of the current code, this area was rezoned to Residential Suburban (R-2) due to an increased creation of lots that would be intended for duplex use. This change would proactively eliminate the need for developers to rezone properties on a case-by-case basis. However, the permissibility of duplex structures began conflicting with deed restrictions established by the developer, primarily for the subject subdivision phases. The mentioned deed restrictions only allow detached single-family homes on lots within phases 1 to

6. For this reason, the subdivision developer proposed to downzone the area back to R-1 so that the zoning would match the deed restrictions that are currently in place.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Residential Suburban (R-2) to Residential Single-Family (R-1).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-905

ORDINANCE NUMBER 235-2023-905

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Suburban (R-2) to Residential Single-Family (R-1) for El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521.

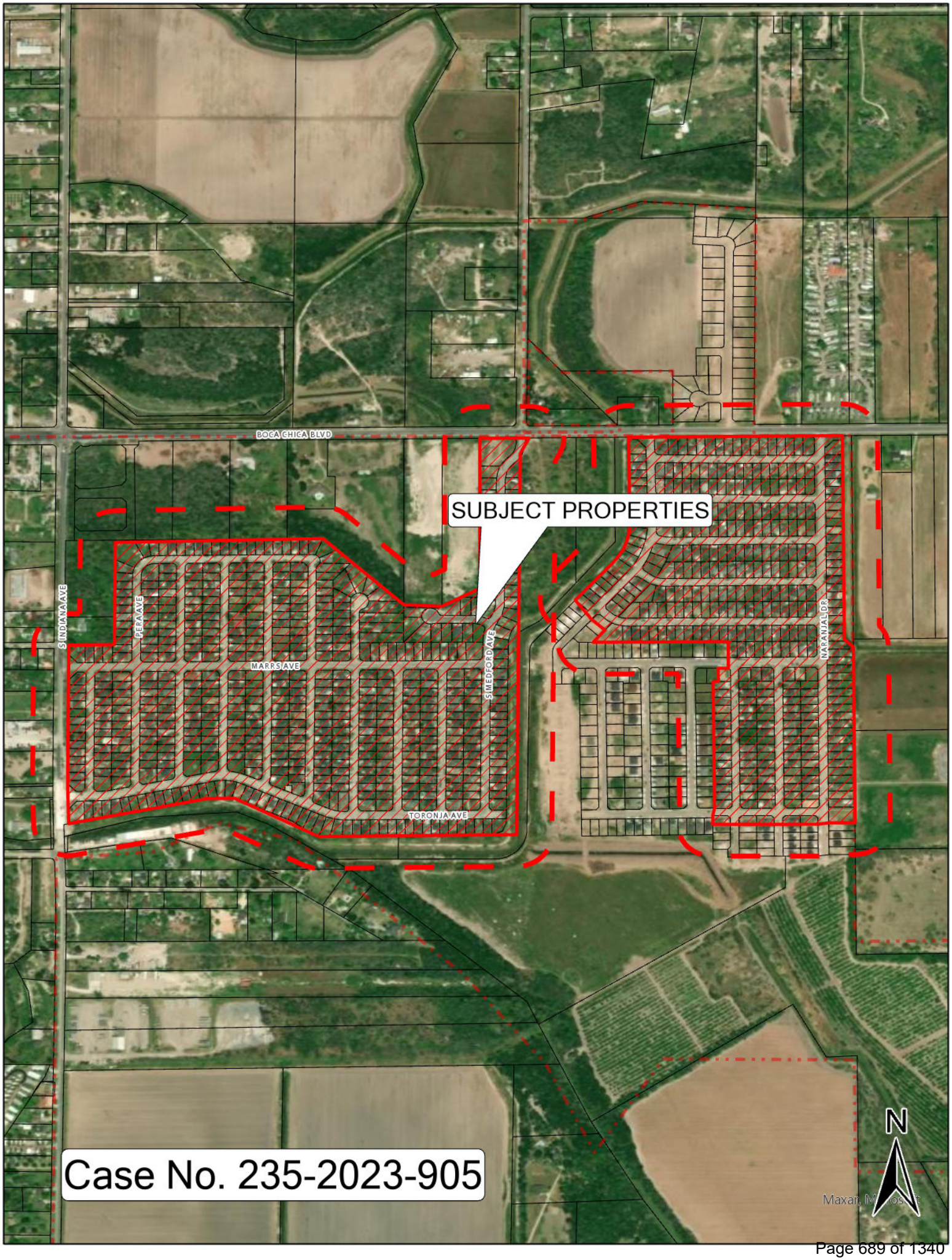
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


BOCA CHICA BLVD
SUBJECT PROPERTIES
S INDIANA AVE
PERA AVE
MARRS AVE
S MEDFORD AVE
NARANJAL DR
TORONJA AVE
N
Case No. 235-2023-905

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

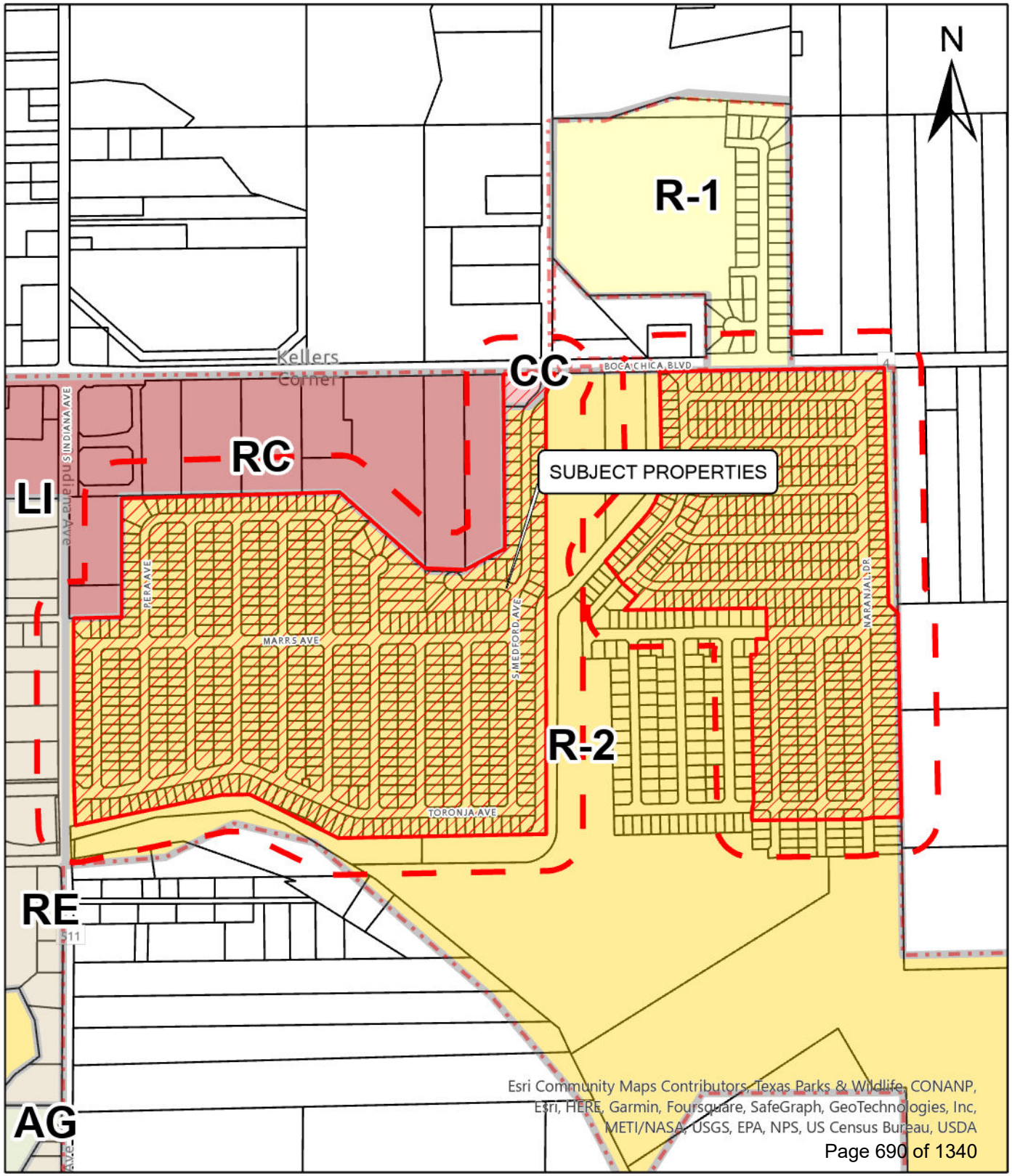
EXHIBIT "A"

Rezoning request:
Case # 235-2023-905

Current Zoning:
R-2, Residential Suburban

Proposed Zoning:
R-1 Residential Single Family

Brownsville Electoral District #1



FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

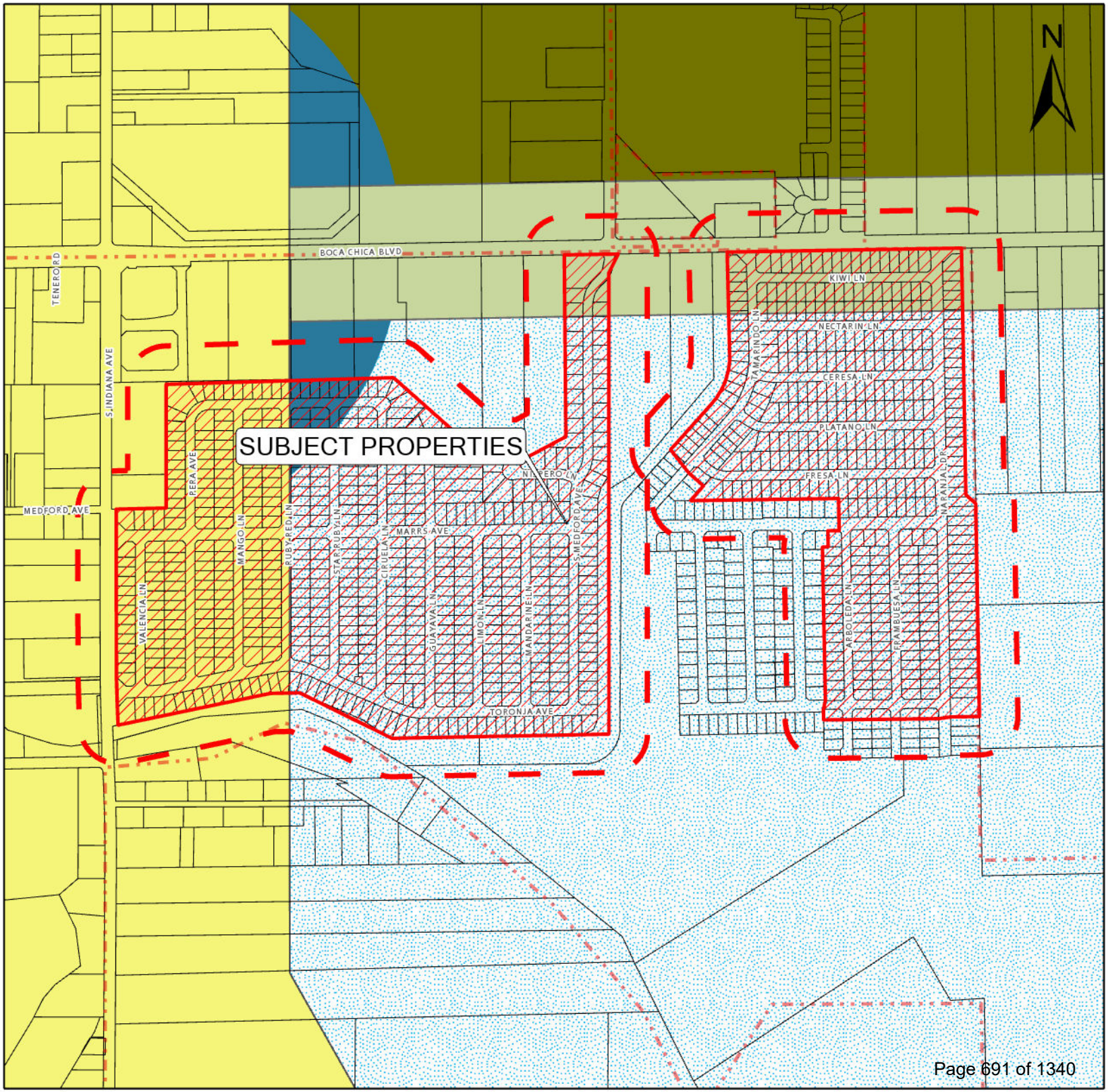
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-905



STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: City Initiated/Vecino Properties, LTD.
Property Address: Boca Chica Boulevard
Application Type: City Initiated Rezone
Current Zoning: Residential Suburban (R-2)
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): N/A
No. of Mail-outs: 1,074

Geo ID: Various-El Naranjal Subdivision Sections 1-6
Case No.: 235-2023-905
Proposed Use: Existing Single-Family Dwelling Subdivision
Proposed Zoning: Residential Single- Family (R-1)
P&Z Date: July 6, 2023
Electoral District: 1
Annexation Year: 1997
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: El Naranjal Subdivision, Sections 1 to 6, Cameron County, Texas, located on Boca Chica Boulevard, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting Boca Chica Boulevard, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Single-Family Dwelling
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land, Single-Family Dwelling, and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1), Commercial Corridor (CC), Regional Center (RC), and Exterritorial Jurisdiction (ETJ)
East: Exterritorial Jurisdiction (ETJ)
South: Residential Suburban (R-2) and Exterritorial Jurisdiction (ETJ)
West: Agriculture (AG), Residential Estate (RE), Regional Center (RC), and Exterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor, Loop Corridor, Secondary Regional District, and Water Management District. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. The Loop Corridor is commercially dominant, with a healthy mixture of residential, institutional, industrial and community facilities. In Sub Regional Nodes residential and commercial land uses are balanced with a density of 9 dwelling units per acre. Uses within the Water Management District should be primarily community facilities. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Suburban (R-2) to Residential Single-Family (R-1).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-906**, to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) to allow the expansion of an existing laboratory facility on Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
This is a City Initiated Case to change the zoning designation for Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520. The proposed zoning reclassification will amend the Zoning Map from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI).

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as commercial business, are also present within the vicinity.

The property is located within the Downtown Node. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The lots comprising the area that is to be rezoned is undeveloped in its majority, Lots 10 to 12; however, Lots 1 and 2 harbor an employee parking lot for the laboratory facility. This request to rezone was petitioned by the property owner to re-establish the parcel's pre-UDC zoning, a Light Industrial designation. Staff would like to point out that the area was downzoned to Traditional Neighborhood districts during the adoption of the UDC based on the existing uses within the area, single-family homes and some light commercial business. The proposed use for the land being rezoned is the expansion of freight operations servicing the existing laboratory facility.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on July 6, 2023. The Planning and Zoning Commission approves this rezoning from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-906

ORDINANCE NUMBER 235-2023-906

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood-Mixed Use (TN-MU) to Light Industrial (LI) for Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520.

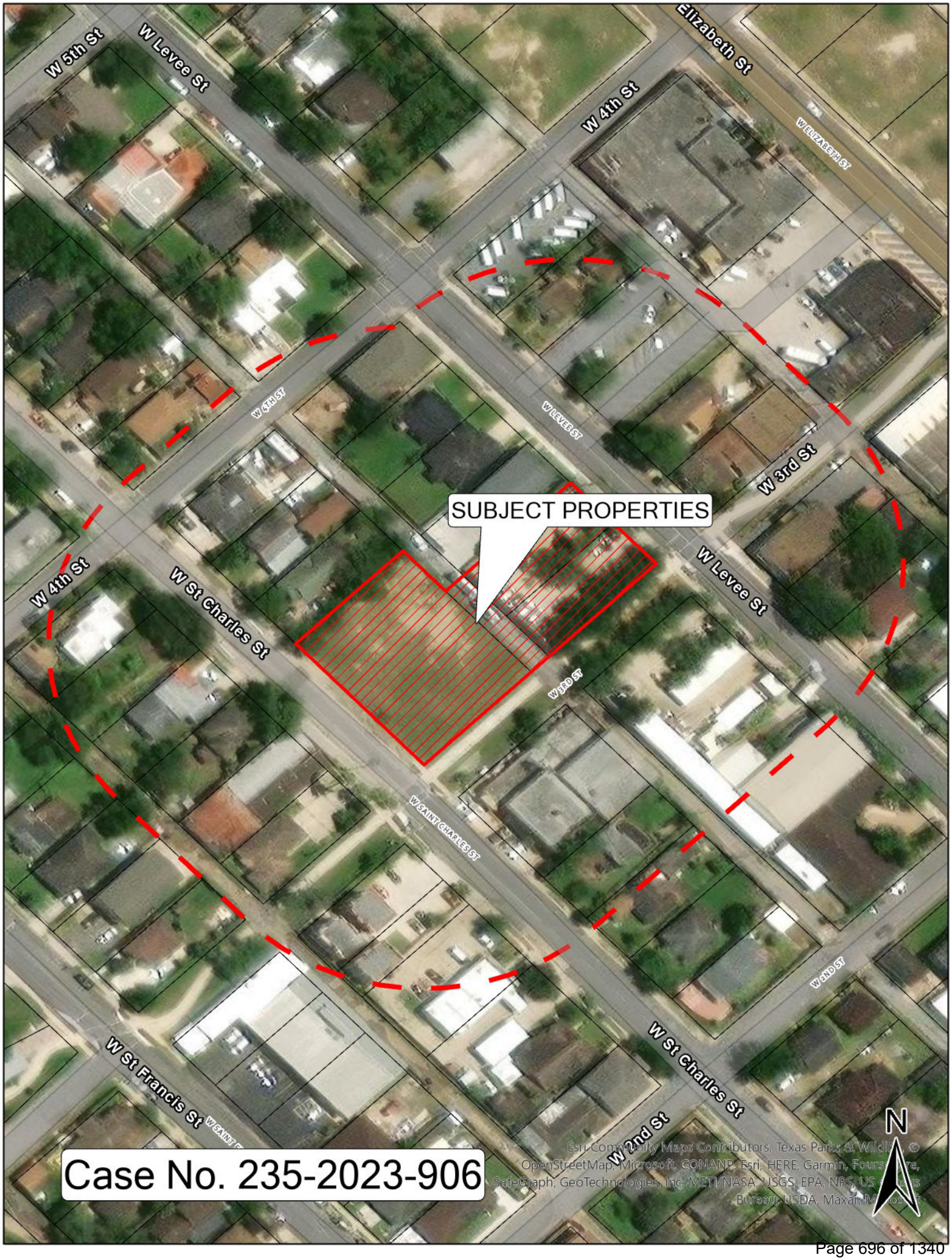
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 1, 2023**. Passed at First Reading on **August 1, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 15**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary



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Bureau, USDA, Maxar, M

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

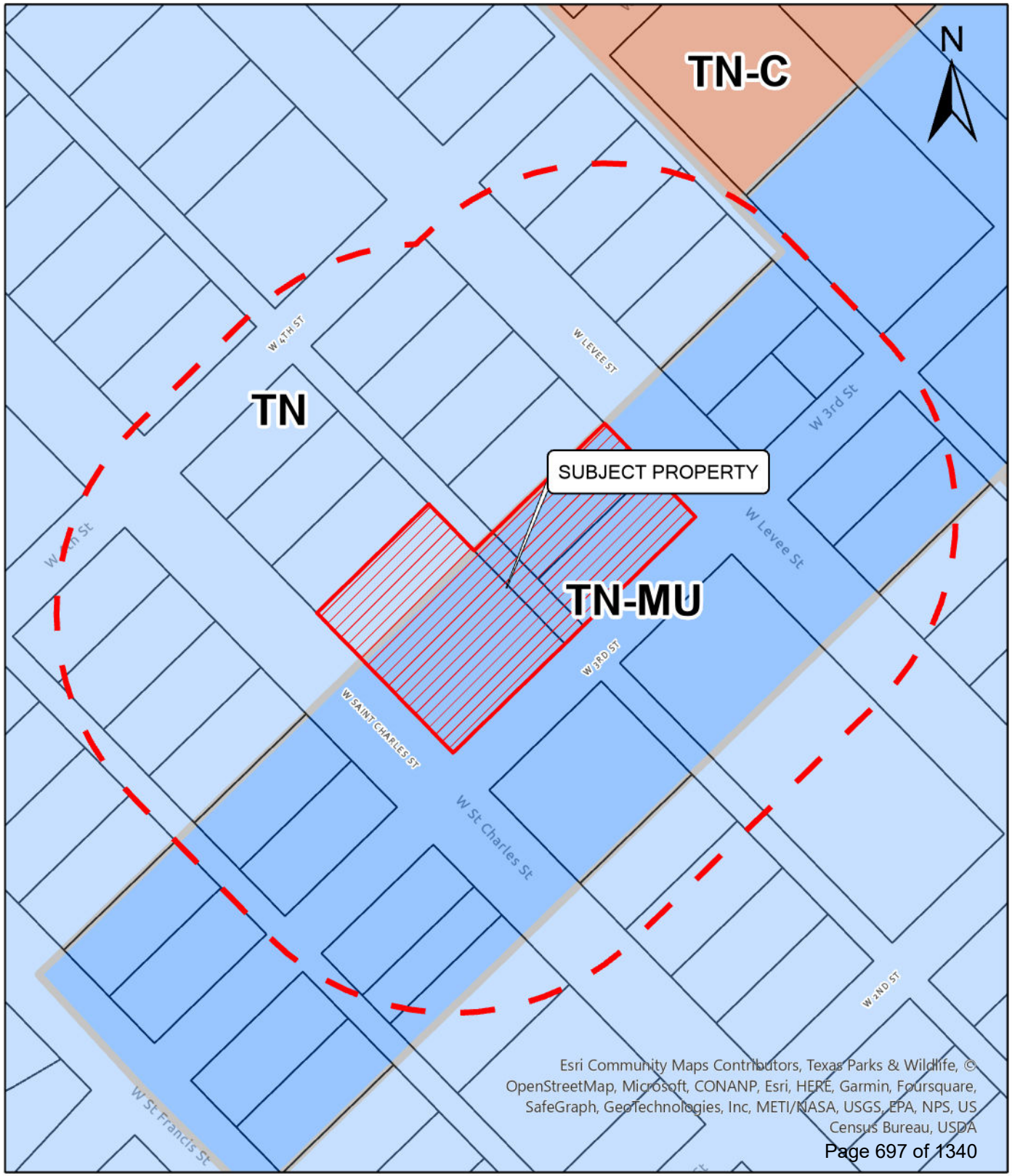
EXHIBIT "A"

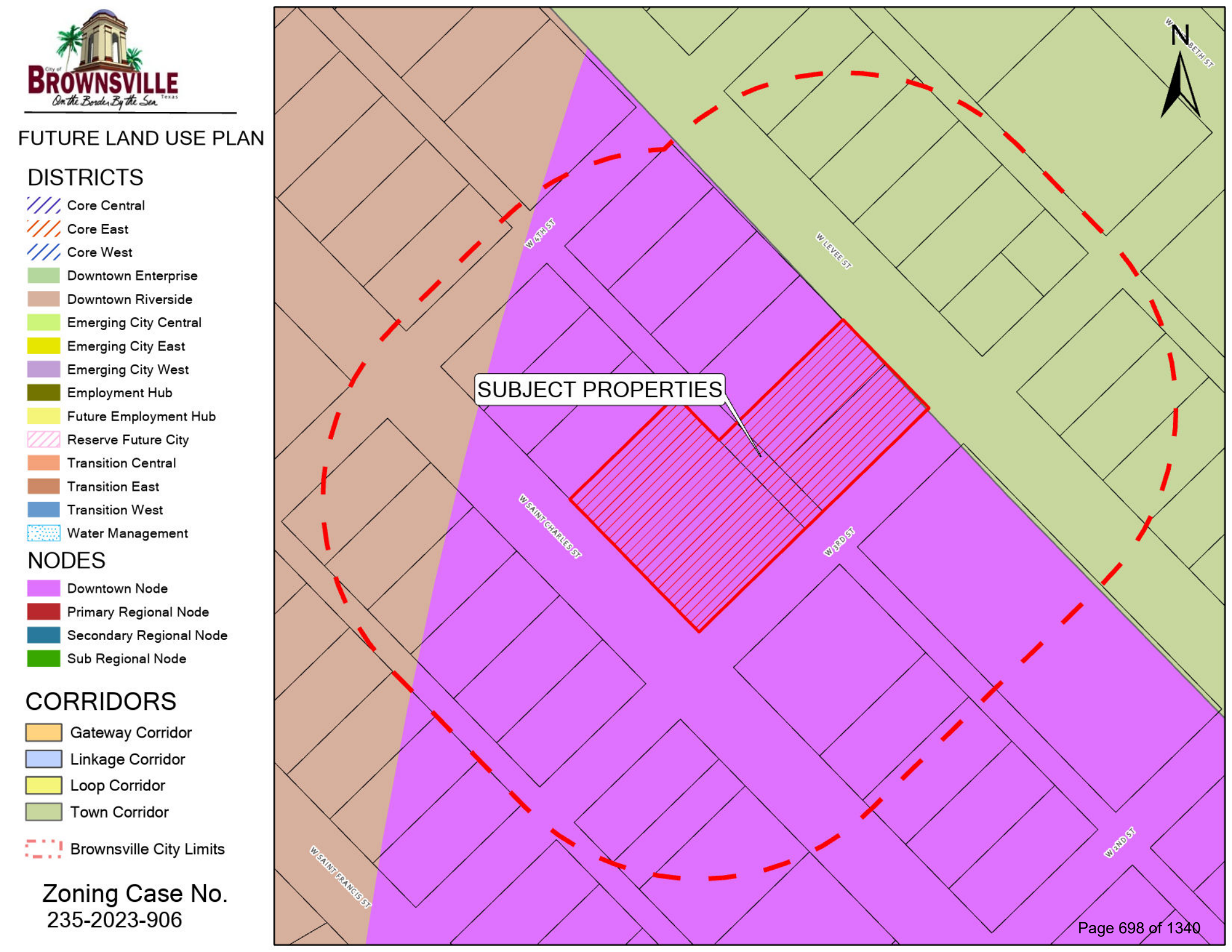
Rezoning request:
Case # 235-2023-906

Current Zoning:
TN, Traditional Neighborhood
TN-MU, Traditional Neighborhood Mixed Use

Proposed Zoning:
LI, Light Industrial

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-906
SUBJECT PROPERTIES
W 4TH ST
W LEVEE ST
W SAINT CHARLES ST
W 3RD ST
W SAINT FRANCIS ST
W 2ND ST
N

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: City Initiated/Serafy Labs
Property Address: 305 West Levee Street
Application Type: City Initiated Rezone
Current Zoning: TN & TN-MU
Application Date: June 2, 2023
CC Meeting Dates: 1st – August 1, 2023/ 2nd – August 15, 2023
Overlay(s): Historic Preservation (O-11)
No. of Mail-outs: 43
Geo ID: 06-8190-0710-0100-00/ Various
Case No.: 235-2023-906
Proposed Use: Expansion of Laboratory Facility (Freight)
Proposed Zoning: Light Industrial (LI)
P&Z Date: July 6, 2023
Electoral District: 4
Annexation Year: Pre – 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 1, 2, 10, 11, & 12, Block 71-A, Stillman Extension Subdivision, located at 305 West Levee Street, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting West Levee Street, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Single-Family Dwelling and Commercial Business
East: Single-Family Dwelling and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Traditional Neighborhood (TN), Traditional Neighborhood Corridor (TN-C), and Traditional Neighborhood Mixed-Use (TN-MU)
East: Traditional Neighborhood (TN) and Traditional Neighborhood Mixed Use (TN-MU)
South: Traditional Neighborhood (TN) and Traditional Neighborhood Mixed Use (TN-MU)
West: Traditional Neighborhood (TN)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Downtown Node. Commercial land uses are the most dominant in the Downtown Node and residential, community facilities, and institutional uses are also present. No industrial land uses should be allowed. The average density of residential uses should be 21 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff remains neutral and will follow recommendations made by the City Commission regarding the request to rezone from Traditional Neighborhood (TN) and Traditional Neighborhood Mixed-Use (TN-MU) to Light Industrial (LI).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Omar Ochoa, Building Official
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1723**, to amend the Code of Ordinances, by repealing and replacing, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties; and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
Amendment to the City of Brownsville Code of Ordinances to establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties. At this time, the Building & Standards Commission is composed of five (5) regular and two (2) alternate board members.

Project Scope and Analysis:
This amendment will establish that the Building and Standards Commission shall be composed of seven (7) regular board members and four (4) alternate board members, all with the same powers and duties.

Funding:

Source: Item does not require Fiscal approval

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval of Ordinance Number 2023-1723, Amending the City of Brownsville Code of Ordinances, Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term,

Subsection (a).

The item was approved by City Commission at 1st Reading on August 1st, 2023.

Commission Pillar:
Building & Standards

Attachments:
1. Binder Ord. No. 2023-1723

ORDINANCE NO. 2023-1723

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION, AMENDING THE CODE OF ORDINANCES, BY REPEALING AND REPLACING, ARTICLE V. – UNSAFE, DILAPIDATED BUILDINGS AND STRUCTURES; DIVISION 2 – BUILDING AND STANDARDS COMMISSION; SECTION 18-238 – APPOINTMENT AND TERM; SUBSECTION (a), TO ESTABLISH THAT THE BUILDING AND STANDARDS COMMISSION SHALL BE COMPOSED OF SEVEN (7) REGULAR BOARD MEMBERS AND FOUR (4) ALTERNATE BOARD MEMBERS, ALL WITH THE SAME POWERS AND DUTIES; AND DEALING WITH RELATED MATTERS.

WHEREAS, the Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and City adopted Codes and Ordinances regarding Chapter 18 – Building and Building Regulations; and

WHEREAS, this amendment will require said Commission to be composed of seven (7) Regular Members and four (4) Alternate Board Members; and

WHEREAS, this amendment will establish the same powers and duties to Alternate Members as those assigned to Regular Members; and

WHEREAS, each Regular and Alternate Board Member shall be appointed by the City Commission, and shall serve a two (2) year term and without compensation; and

WHEREAS, the regulations within the adopted document will govern over any and all conflicting regulations and ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT THE CODE OF ORDINANCES IS HEREBY AMENDED, BY REPEALING AND REPLACING, ARTICLE V. – UNSAFE, DILAPIDATED BUILDINGS AND STRUCTURES; DIVISION 2 – BUILDING AND STANDARDS COMMISSION; SECTION 18-238 – APPOINTMENT AND TERM; SUBSECTION (a), TO ESTABLISH THAT THE BUILDING AND STANDARDS COMMISSION SHALL BE COMPOSED OF SEVEN (7) REGULAR BOARD MEMBERS AND FOUR (4) ALTERNATE BOARD MEMBERS, ALL WITH THE SAME POWERS AND DUTIES.

IT IS ORDAINED BY THE CITY OF BROWNSVILLE THAT IN THE EVENT OF ANY CONFLICTS BETWEEN THIS NEWLY ADOPTED AMENDMENT AND OTHER ORDINANCES INVOLVING THE SAME SUBJECT MATTER, THIS DOCUMENT SHALL GOVERN.

IT IS FURTHER ORDAINED THAT THE CODE OF ORDINANCES AS HEREIN AMENDED READS AS FOLLOWS:

PART I. That Article V. – Unsafe, Dilapidated Buildings and Structures, Division 2 – Building and Standards Commission, Section 18-238 – Appointment and Term, Subsection (a), is hereby repealed and replaced, to read as follows:

(a) Upon nomination, the members of the Building and Standards Commission shall be appointed by the City Commission. The Building and Standards Commission shall be composed of seven (7) regular members and four (4) alternate members who shall serve in the absence or resignation of any of the seven (7) regular members of the Building and Standards Commission. All alternate members shall have the same powers and duties as those assigned to regular members. Once appointed, the members may be removed only for cause upon a written charge.

INTRODUCED for First Reading on the 1st day of August 2023. **PASSED** on **SECOND** and **FINAL READING** on the 15th day of August 2023.

_____
John Cowen Jr., Mayor
City of Brownsville, Texas

Attest:

_____
Yolanda Galarza-Gomez, City Secretary

Approved as to form and legality:

_____
Guillermo S. Trevino, City Attorney

Secs. 18-208—18-235. - Reserved.

Subsection (a) being amended

Sec. 18-238. - Appointment and term.

(a) Upon nomination, the members of the building and standards commission shall be appointed by the city commission. The building and standards commission shall be composed of five members and two alternates who shall serve in the absence or resignation of any of the five members of the building and standards commission. Once appointed, the members may be removed only for cause upon a written charge.

(b) All members and alternates shall serve two-year staggered terms.

(Ord. No. 90-1212, § 2(9-300(C)), 5-1-1990; Ord. No. 2008-1485, § 1, 5-20-2008)

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jennifer Avendano, 1st Asst. City Attorney
Date:	Tuesday, August 15, 2023
Agenda #:	**APPROVAL on SECOND and FINAL READING** on **Ordinance Number 2023-736-Q**, an Ordinance of the City Commission of the City of Brownsville Repealing and Replacing Chapter 98 – Traffic and Vehicles, in its entirety, of the City of Brownsville's Code of Ordinances; and providing for a penalty clause not to exceed $500; and providing for an effective date. (Office of the City Manager)

Summary:
The intent is to repeal and update the current ordinance to reflect new operations, future opportunities, and state laws that govern not only our Motor Vehicle Parking System Fund and parking stations but all related matters such as citation fees, fund usage, and downtown signage.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adopting the ordinance.

Commission Pillar:
Governance
Public Safety
Quality of Life

Attachments:

1. Chapter 98_Final Draft_08.15.2023

ORDINANCE NO. 2023-736-Q

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, REPEALING AND REPLACING CHAPTER 98 – TRAFFIC AND VEHICLES, IN ITS ENTIRETY, OF THE CITY OF BROWNSVILLE'S CODE OF ORDINANCES, PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, a Home Rule Municipality has full power of local self-government, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 51, Section 51.072(a); and

WHEREAS, the City of Brownsville shall have the power to enact and enforce ordinances necessary to protect health, life and property and to prevent and summarily abate and remove all nuisances, and to preserve and enforce good government and order and security of the City and its inhabitants, pursuant to Article II, Section 22 of the Brownsville City Charter; and

WHEREAS, a Home Rule Municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 54, Section 54.004, as amended; and

WHEREAS, the City shall have the power to enact and enforce ordinances necessary to protect health, life and property and to prevent and summarily abate and remove all nuisances, and to preserve and enforce good government and order and security of the City and its inhabitants, pursuant to Brownsville City Charter, Article II, Section 22; and

WHEREAS, pursuant to Texas Transportation Code, Section 311.001, a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality and the municipality may control, regulate, or remove an encroachment or obstruction on a public street or alley of the municipality; and

WHEREAS, the City shall have exclusive control over and under the public highways, streets, and alleys of the City and the City may control, regulate, or remove an encroachment or obstruction on a public street or alley of the City, pursuant to Brownsville City Charter, Article II, Section 15; and

WHEREAS, the City Commission recognizes the need to have a continuous flow of traffic and available on-street parking for its citizens, tourists, and commuters in the area; and

WHEREAS, the City Commission further recognizes the need to establish paid parking systems that have consistent rates, fees, and time limits throughout the downtown district; and

WHEREAS, the City of Brownsville's previous parking meters have become obsolete, and therefore, the City invested in new parking pay stations which permit different payment methods such as credit cards, bills, and coins; and

WHEREAS, the new parking pay stations allow downtown patrons access to the parking pay stations through an application on their mobile devices making paying more accessible; and

WHEREAS, City staff has investigated parking violation fees imposed by various cities throughout the State of Texas and examined the costs and expenses relating to their adjudication; and

WHEREAS, the City Commission of the City of Brownsville recognizes this ordinance is necessary because it allows for growth and aligned funding of (a) events, (b) personnel, and (c) maintenance, operations, beautification, and revitalization, all within the downtown district; and

WHEREAS, the City Commission of the City of Brownsville has considered the merits of establishing such changes and believes they will benefit the downtown area and City as a whole; and

WHEREAS, the City Commission of the City of Brownsville has determined that it is necessary to repeal the current ordinance and replace it in its entirety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE THAT:

Section 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein and are found to be the legislative findings of the City Commission.

Section 2: Repeal and Restatement. "Chapter 98 – Traffic and Vehicles" of the City of Brownsville's Code of Ordinances is hereby repealed in its entirety, and replaced as follows:

Chapter 98 TRAFFIC AND VEHICLES

ARTICLE I. IN GENERAL

Sec. 98-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized emergency vehicles mean vehicles of the fire department (fire patrol), police vehicles, public and private ambulances for which permits have been issued by the state board of health, and such emergency vehicles of municipal departments or public service corporations as are designated or authorized by the city commission.

Alley means any street having no regular or official name other than "alley" and being 20 feet or less in width.

Bus means every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons; and every motor vehicle other than taxicabs designed and used for the transportation of persons for compensation.

Bus stop means a section of the roadway along the edge thereof marked by signs reading "bus stop" as a place for the sole use and convenience of the general public to board and depart from any bus.

Business district means the territory contiguous to and including a roadway when, within 600 feet along such roadway, there are buildings in use for business or industrial purposes which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the roadway or any other area so classified by chapter 348 pertaining to zoning.

Commercial vehicle means every vehicle designed, maintained or used primarily for the transportation of property with a weight in excess of 1,500 pounds.

Controlled access highway and *limited access highway* mean every highway to which owners or occupants of abutting lands and other persons have no legal right of access to or from except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway.

Crosswalk means that part of a roadway at any intersection included within the connection of the lateral lines of the sidewalks on opposite sides of the street, whether marked or not, measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway. The term "crosswalk" also includes any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Curb means the edge of a street, roadway, or highway.

Curb loading zone means a space adjacent to a curb reserved for temporary 15-minute parking for the exclusive use of vehicles during the loading or unloading of passengers, freight, merchandise, or other material, or for delivery, curbside or in-store pickup.

Curbside pickup means picking up an order from a store without having to go inside by remaining in the vehicle and having the order brought out to the customer.

Double parking means the standing of a vehicle, whether occupied or not, upon a street or roadway in the rear of an angle-parked vehicle at the curb of such street or alongside a vehicle parked parallel with the curb of such street.

Driver means every person who drives or is in actual physical control of the movements of a vehicle.

Driveway, private, means any entrance or exit over the sidewalk or sidewalk area of any street affording a means of ingress or egress for vehicles to or from any private property or the entrance or exit of any private garage into or from any alley.

Driveway, public, means any entrance or exit over the sidewalk or sidewalk area of any street affording a means of ingress or egress for vehicles to or from any public property.

Freight loading zone. See *Curb loading zone.*

In-store pickup means picking up an order from a store and having to go inside to pick up the order instead of having it brought out to the customer.

Intersection means the area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two streets or highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets or highways joining at any other angle may come in conflict. Where a highway includes two roadways 30 feet or more apart, every crossing of each roadway of such divided street or highway by an intersecting highway shall be regarded as a

separate intersection. If such intersecting street or highway also includes two roadways 30 feet or more apart, every crossing of the two roadways of such highway shall be regarded as a separate intersection.

Laned street means a street which is divided into two or more clearly marked lanes for vehicular traffic.

Light commercial vehicle means every vehicle designed, maintained or used primarily for the transportation of property with a weight less than 1,500 pounds.

Limit lines means boundaries of parking areas, loading zones, safety or danger zones and lines marked for the purpose of excluding traffic or parking.

Map, official traffic control, means an engineering drawing of such dimensions and scale clearly showing all streets, alleys, speed limits, traffic movement regulations and prohibitions, type of traffic control devices, right-of-way dimensions and names of all streets within the city boundaries.

Motor scooter means the same as motorcycle.

Motor vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Motorcycle means every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding a tractor.

Negligence means the failure to use that degree of care that a reasonable and prudent person would use under the same or similar circumstances.

No parking zone means a space or area on the roadway adjacent to the curb, whether marked by official signs or not, in which no vehicle may be parked.

Official traffic control devices mean all signs, signals, markings, and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.

One-way street and *one-way alley* mean any street or alley or any portion of such street or alley on which vehicular traffic is restricted to movement in one direction only.

Park and *parking* means the standing of a vehicle, whether occupied or not, upon a roadway, otherwise than temporarily in obedience to an official traffic-control device or for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Parking enforcement officer means any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations or to issue citations for parking violations.

Parking pay station, parking meter, pay station, or meter means a device that registers the amount of time purchased for the parking of a motor vehicle in a parking zone.

Parking stall and *parking space and metered space* mean that portion or section of a roadway adjacent to the curbing or edge, set apart, marked, and bounded by lines painted or marked upon the surface of the roadway, and extending into the roadway for the use of parking vehicles; or that portion of any alley marked by official signs showing such space to be a parking zone.

Passenger means any person in or on a vehicle other than the driver, whether or not the vehicle is moving.

Passenger loading and unloading zone. See *Curb loading zone.*

Pedestrian means any person afoot.

Permit or placard means a sign, tag, or notice either affixed to a rearview mirror or displayed on a vehicle's dashboard.

Play street means a street closed to traffic during a specified time to allow safe access in an outdoor space.

Police officer means every officer of the police department, or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Private road and *private driveway* mean every way or place in private ownership and used for vehicular travel by the owner and those having expressed or implied permission from the owner, but not by other persons.

Procession and *parade* mean a group of pedestrians or vehicles standing or moving on a street and occupying more than 600 feet of such street and having a common destination, purpose, or direction.

Public place means a place where people are assembled or to which people commonly resort for purposes of business, amusement, recreation or other lawful purposes, and the term includes all streets and alleys within city boundaries.

Railroad means a carrier of persons or materials upon cars operated upon stationary rails, including a motorized locomotive with or without cars coupled thereto operated upon rails.

Residence district means the territory contiguous to and including a street or highway not comprising a business district when the property on such street or highway for a distance of 300 feet or more is, in the main, improved with residences or residences and buildings in use for business or any other area so classified by chapter 348 pertaining to zoning.

Right-of-way means, when pertaining to traffic, the privilege of the immediate use of the roadway; when pertaining to land, that portion of land that is publicly owned and primarily designated either all or in part for the use of the public as a street or roadway.

Roadway means that portion of a street or highway improved, designed for, or ordinarily used for vehicular travel exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

Route means a street on which signs are erected giving notice that certain types of vehicles may or may not be operated.

Safety zone means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times as set apart as a safety zone.

School bus means every motor vehicle owned by a public or governmental agency or a private person or agency and operated for the transportation of children to or from school.

Sidewalk means that portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

Sign and *signal,* when pertaining to a physical object or marking, mean any official traffic control device.

Stand and *standing* mean the halting of a vehicle, whether occupied or not, otherwise than for the purpose of and while actually engaged in receiving or discharging passengers.

Stop, when required, means complete cessation of movement.

Stop, stopping and *standing,* when prohibited, mean any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Street and *highway* mean the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Through street means every street, highway or other public way or portion thereof at the entrances to which vehicular traffic from intersecting streets, highways or other public ways is required by law to stop before entering or crossing and when stop signs are erected as provided in this chapter.

Tractor means a motor vehicle other than a truck which is designed, maintained, or used primarily for the pulling, pushing, or dragging of other objects.

Traffic means pedestrians, ridden or herded animals, vehicles, streetcars, and other conveyances, either singly or together, while using any street for purposes of travel.

Truck means the same as a commercial vehicle.

Tunnel and *underpass* mean a complete enclosure through which passes a street, roadway, or walkway.

U-turn means the turning or causing the turning of a vehicle, so that when such turn is completed such vehicle will be headed in the opposite direction from that in which it was headed before such turning was begun, whether or not such vehicle is pulled into a driveway or any space beyond the curbline of the street.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a street, highway, or other public way, except devices moved by human power or used exclusively upon stationary rails or tracks.

Walks means areas in public ways designed primarily for pedestrian use.

Zones means areas in public ways designed for limited or specialized use.

Sec. 98-2. Enforcement generally.

It shall be the duty of the police department to enforce this chapter, all other city street and traffic laws and all the state traffic laws applicable to traffic in the city.

Sec. 98-3. Obedience to officers.

No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer invested by law with authority to direct, control or regulate traffic.

Sec. 98-4. Violation of chapter.

Any person who shall violate any of the sections of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined, not to exceed $500.00.

Sec. 98-5. Authority of fire department to direct traffic.

Members of the city fire department, when at the scene of a fire, may direct or assist the police in directing traffic at the fire or in the immediate vicinity.

Sec. 98-6. Putting rubbish or hazardous material on streets.

(a) No person shall throw or cause to be put any glass, nails, wire, cans, or any other substance likely to cause injury or damage to any person, animal or vehicle upon such highway or street.

(b) Any person who drops or permits to be dropped upon any highway or street any destructive or injurious material shall remove the material or cause it to be removed.

(c) Any person removing a wrecked or damaged vehicle from a highway or street shall remove any glass or other injurious substance dropped upon the highway from such vehicle.

Sec. 98-7. Riding on portion of vehicle not intended for passengers.

It shall be unlawful for any person to ride on any vehicle upon any portion thereof not designed or intended for the use of passengers when the vehicle is in motion. This section shall not apply to an employee engaged in the necessary discharge of duty or to persons riding within a truck body in space intended for merchandise.

Sec. 98-8. Overloading, crowding of vehicles.

(a) It shall be unlawful for the driver of any vehicle to drive the vehicle when such vehicle is so loaded or when there are in the front seat of such vehicle such number of persons as to obstruct the view of the driver to the front or sides or to interfere with the operator's control over the driving mechanism of the vehicle.

(b) It shall be unlawful for any passenger of a vehicle to ride in such position as to interfere with the driver's view ahead or to the sides or to interfere with the driver's control over the driving mechanism of the vehicle.

Sec. 98-9. Boarding or alighting from vehicles.

It shall be unlawful for any person to board or alight from any vehicle while such vehicle is in motion.

Sec. 98-10. Use of roller skates, toys, and similar devices.

No person upon roller skates or riding in or by means of any coaster, skateboard, toy vehicle whether motorized or not, or other similar device shall go upon any roadway except while crossing a street on a crosswalk. When so crossing, such person shall be granted all the rights and shall be subject to all of the duties applicable to pedestrians. This section shall not apply upon any street while set aside as a play street.

Sec. 98-11. U-turns.

The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district or at any intersection controlled by traffic lights and shall not upon any other street or intersection so turn a vehicle unless such movement can be made in safety and without interfering with other traffic.

Sec. 98-12. Traffic officers.

(a) Traffic officers, the positions of which fall within the scope and authority of the chief of police, are authorized to issue all applicable state and local nonmoving vehicle violations, pursuant to the powers afforded to the city through its Charter and subsequent legislation.

(b) Notice of such nonmoving violations occurs when a duly appointed traffic officer of the city as approved by the chief of police for the city, advises a person in writing by an initial citation, or by mail, that a nonmoving vehicle violation was issued for a vehicle currently registered under that person's name.

Sec. 98-13. Certain uses of motor vehicles on commercial premises without consent of owner prohibited.

(1) *Definitions.* As used in this section, the term "parking lot" shall mean any area in, at or adjacent to a restaurant, drive-in restaurant, retail or wholesale store or business establishment, office building, professional building, recreational building, multi-family residential area, or any public building or space used, designed or intended for the parking of any type of vehicle, including motor vehicles, by members of the general public, and maintained for the convenience of customers, clients, patients, members or patrons of one or more business establishments, public offices or organizations.

(2) *Prohibited acts.*

a. The following acts or conduct of any person upon entering, driving on, parking on, or leaving any parking lot are hereby declared to be unlawful:

1. To enter a parking lot in a motor vehicle of any kind and use such parking lot for racing or as a shortcut to other property or a street.

2. To race the motor of any vehicle, needlessly bring to a sudden start or stop any vehicle, blow the horn of such vehicle needlessly, or to create any loud or unseemly noise, nuisance, or disturbance whereby the quiet and good order of the premises or the adjacent neighborhood are disturbed.

3. For two or more persons to congregate inside or outside of a motor vehicle parked in a parking lot, when not otherwise engaged in a lawful pursuit relating to the use of the premises.

b. For the purpose of this section, the fact that a premise is closed shall constitute prima facie proof that a person is not engaged in a lawful pursuit relating to the use of the premises. Furthermore, if any parking lot is clearly marked by any sign or device declaring time limits or other restrictions relating to parking, then a violation by any person of such restrictions shall be prima facie proof of such owner's nonconsent to any person parking or congregating on such parking lot.

(3) *Penalty.* The penalty upon conviction for a violation of this division shall be as prescribed in section 1-13 of this Code. Each day of violation shall constitute a separate offense.

Sec. 98-14. Use of a wireless communication device; offense.

(a) For purposes of this section:

Operator of a motor vehicle means an individual who drives or has physical control of a motor vehicle.

(b) It shall be unlawful for an operator of a motor vehicle to use a wireless communication device, including a cellular phone or other electronic media device, to view, send, or compose an electronic message or manually engage other application software while operating a motor vehicle upon any public roadway within the city, including when stopped, except as provided in subsection (c)(2).

(c) It is an exception to the prohibition in subsection (b) if:

(1) An operator of a motor vehicle uses a wireless communication device to strictly engage in a telephone conversation, including dialing or deactivating a phone call;

(2) An operator of a motor vehicle uses a wireless communication device while stopped or standing at a position parallel to and as close as possible to the right-hand edge or curb or a roadway where parking, standing, or stopping in a non-emergency situation is not otherwise prohibited; or

(3) An operator of a motor vehicle uses a wireless communication device solely in a voice-activated or other hands-free mode.

(d) It is an affirmative defense to prosecution of conduct prohibited in subsection (b) if:

(1) An operator of an authorized government vehicle uses a wireless communication device to:

a. Operate only a global positioning or navigation system;

b. Obtain emergency assistance by contacting an emergency response service, including a rescue, emergency medical, or hazardous material response service; a hospital; a fire department; a law enforcement agency; a medical doctor's office; or an individual to administer first aid treatment;

c. Obtain emergency assistance to prevent a crime about to be committed;

d. Report a traffic accident or serious traffic hazard; or

e. Communicate with the reasonable belief that a person's life, safety, or property is in immediate danger.

(e) Conflicting regulations. To the extent that any part of this section conflicts with V.T.C.A., Transportation Code § 545.424, regarding the use of wireless communications devices while operating a motor vehicle by minors, or V.T.C.A., Transportation Code § 545.425, regarding the use of wireless

communication devices in school crossing zones, or V.T.C.A., Transportation Code § 545.4251, regarding use of portable wireless communication device for electronic messaging, this section does not apply.

Sec. 98-15. Vulnerable road users.

(a) In this section, a vulnerable road user means:

(1) A pedestrian, including a runner, physically disabled person, highway construction and maintenance worker, tow truck operator, utility worker, other worker with legitimate business in or near the road or right-of-way, or stranded motorist or passenger;

(2) A person on horseback; or

(3) A person operating equipment other than a motor vehicle, including, but not limited to, a bicycle, hand-cycle, horse-driven conveyance, or unprotected farm equipment.

(b) When operating on a highway or street, an operator of a motor vehicle shall pass the vulnerable road user at a safe distance while decelerating speed as is reasonably and safely possible.

(1) For the purpose of subsection (b)(1), a safe distance is achieved by:

a. Vacating the lane which the vulnerable road user is traveling if road conditions and state law permits; or,

b. If vacating the lane in this manner is not possible or permitted by state law, maintaining at minimum of a three-foot space between the side of the motor vehicle and the vulnerable road user.

(c) An operator of a motor vehicle that is making a left turn at an intersection, including an intersection with an alley or private road or driveway, shall yield the right-of-way to a vulnerable road user who is approaching from the opposite direction and is in the intersection, or is in such proximity to the intersection as to be an immediate hazard.

(d) An operator of a motor vehicle may not overtake a vulnerable road user traveling in the same direction and subsequently make a right-hand turn in front of the vulnerable road user unless the operator is safely clear of the vulnerable road user, taking into account the speed at which the vulnerable road user is traveling and the braking requirements of the motor vehicle making the right-hand turn.

(e) An operator of a motor vehicle may not maneuver the vehicle in a manner that:

(1) Is intended to cause intimidation or harassment to a vulnerable road user; or

(2) Otherwise threatens a vulnerable road user.

(f) An operator of a motor vehicle shall exercise due care to avoid colliding with any vulnerable road user on a roadway or in an intersection of roadways.

(g) It is an affirmative defense to prosecution under this section that at the time of the offense the vulnerable road user was acting in violation of the law.

Secs. 98-16—98-40. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 98-41. Temporary traffic control officers.

Under unusual conditions, the chief of police may appoint temporary traffic control officers until such unusual conditions cease to exist. These temporary officers shall have the same authority as regular officers of the police department unless they are specifically limited by the chief of police.

Sec. 98-42. Emergency and experimental regulations.

(a) The chief of police, by and with the approval of the ~~city traffic engineer~~ city manager or designee, is empowered to make and enforce such emergency and/or experimental traffic regulations, for a period not to exceed 48 hours, as may be necessary to prevent or correct any hazardous condition.

(b) The chief of police, by and with the approval of the city commission, is empowered to make and enforce such regulations as may be necessary to cover emergencies or special conditions. No such temporary or experimental regulation shall remain in effect longer than 30 days unless such approval of the city commission is renewed.

Sec. 98-43. Traffic conditions and accidents.

It shall be the general duty of the city manager or designee to conduct investigations and studies of traffic conditions and to conduct investigations and analyses of traffic accidents.

Secs. 98-44—98-100. Reserved.

ARTICLE III. TRAFFIC CONTROL SIGNS, SIGNALS, DEVICE

Sec. 98-101. General powers and duties.

The city manager or designee is authorized and directed to erect and place any and all traffic signs and signals on and along the streets and other public ways in the city in order to implement the terms of this chapter and carry out its purposes within the city.

Sec. 98-102. Intersections where stop or yield required.

The city manager or designee is authorized to determine and designate intersections where particular hazard exists to determine whether vehicles shall stop at one or more entrances to any such intersection, and The city manager or designee shall cause to be erected a stop sign at every such place where a stop is required; or whether vehicles shall yield the right-of-way to vehicles on a different street at such intersection, and The city manager or designee shall cause to be erected a yield sign at every place where obedience thereto is required.

Sec. 98-103. One-way streets and alleys.

The city manager or designee are authorized to determine and designate one-way streets, in which event they shall cause to be erected signs at every such place where a sign is required.

Secs. 98-104—98-130. Reserved.

ARTICLE IV. SPEED RESTRICTIONS

Sec. 98-131. Maximum limits generally.

(a) No person shall operate or drive any vehicle on any street within the city at a greater speed than 30 miles per hour, unless signs are erected designating another speed in accordance with this article.

(b) Notwithstanding any other section of this article, no person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering the street in compliance with legal requirements and the duty of all persons to use due care.

(c) The driver of every vehicle shall, consistent with the requirements of subsection (b) of this section, drive at an appropriate reduced speed when approaching a hillcrest, when traveling upon any narrow or winding roadway, and when a special hazard exists with respect to pedestrians or other traffic or because of weather or street or highway conditions.

(d) Notwithstanding any other section of this article, no person shall drive a vehicle on a street at a speed greater than is reasonable and prudent under the conditions and potential hazards then existing. When any street is under construction or improvement or is subject to any other hazardous condition existing on a temporary basis, when signs are posted giving notice of the maximum legal speed limit on any street that is under construction or improvement, it shall be unlawful for any person to drive or operate any vehicle at a rate of speed more than such posted limit.

Sec. 98-132. Maximum limits on specific streets.

The city commission may alter the maximum speed limits established by section 98-131 on any street or portion thereof within the city in accord with the provisions of V.T.C.A., Transportation Code § 545.356. Whenever signs are posted giving notice of the maximum legal speed limit so established for a particular street or portion thereof, it shall be unlawful for any person to drive or operate any vehicle at a rate of speed more than such limit.

Sec. 98-133. Established for specific streets.

Pursuant to section 98-132, the following speed limits are established for the streets and portions of streets enumerated:

Street		Extent	Speed
U.S. 83 Expressway			
	West Frontage Rd.	Beginning the center of FM 802, south to a point 1,056 feet north of the centerline of Price Rd.	45
		From such point south to a point 400 feet north of the centerline of State Hwy. 48	35
		From such point south to a point 125 feet northeast of Pierce St.	35
		Then beginning at a point, such point being its intersection with S.E. 11th St., south to its intersection with State Hwy. 4	30
	East Frontage Rd.	Beginning at a point, such point being its intersection with State Hwy. 4, north to a point 400 feet north of the centerline of State Hwy. 48	35
		From such point north to a point 1,056 feet north of the centerline of Price Rd.	40
		From such point north to the north city limit	45

	Main lanes	As determined by state highway commission. That portion of the main lane off ramps not otherwise provided for	35
U.S. Hwy. 281 (Military Hwy.) (Boca Chica Blvd.)		Beginning at a point from the city limit line, such point being 400 feet northwest of the centerline of FM 802, southeast to a point 500 feet northwest of Old Military Rd.	35
		From such point to the intersection of Spur 415	30
		Between Western Ave. and the Old Military Rd.	40
U.S. 281		F.M. 3248 to 255 feet east of F.M. 802	45
U.S. 281		255 feet east of F.M. 802 to 455 feet west of Old Military Rd. (railroad tracks)	40
U.S. 281		455 feet west of Old Military Rd. to Old Military Rd. (railroad tracks)	30
U.S. 281		F.M. 3248 to 2,640 feet west of F.M. 3248	45
U.S. 281		2,640 feet west of F.M. 3248 to 3,960 feet west of F.M. 3248	50
State Hwy. 4			
	East 14th St.	Beginning at Elizabeth St., east to a point 100 feet west of the centerline of Coolidge St.	30
	International Blvd.	Beginning at a point on State Highway 4 (International Boulevard), such point being 120 feet north of the centerline of Coolidge Street, thence northeasterly 1,190 feet to a point:	
		When school flashing speed zone signs are in operation	25
		At all other times	40
		From such point north and east to State Hwy. 48	40
		From such point east to the east city limits line	45
State Hwy. 48 (Boca Chica Blvd.)		Beginning at Spur 415 east to Resaca Blvd.	30
State Hwy. 48		State Highway 4 (Boca Chica Boulevard) to Robindale Road	40
		From Resaca Blvd. to Old Port Isabel Road	40
FM 511		F.M. 1419 to 1,435 feet west of Dakota Ave.	35
FM 511		1,435 feet west of Dakota Ave. to 150 feet east of Dakota Ave.	45
FM 511		150 feet east of Dakota Ave. to F.M. 3068	55
FM 802		From U.S. Hwy. 281 east to State Hwy. 48	45
		From State Hwy. 48 (E. 14th Street) to FM 511	45
FM 802		From U.S. 281 to 160 feet west of Jones Ranch Road	50
FM 802		From U.S. 77/83 to San Marcelo Boulevard	30
FM 802		San Marcelo Boulevard to 200 feet west of Habana Street	40
FM 802		200 feet west of Habana Street to FM 1847	40
FM 802		FM 1847 to State Highway 48	45
FM 803		F.M. 511 to 1,065 feet north of Webb Ln.	50
FM 803		1,065 feet north of Webb Ln. to 575 feet south of Meyers Rd. (current city limits)	55
State Highway (Tejon Road)		Beginning at a point on FM 3248 (Tejon Road), such point being 55 feet west of the city limit, thence westerly 1,005 feet to a point:	
		When school flashing speed zone signs are in operation	35
		At all other times	55
FM 1419 (Southmost Rd.)		From State Hwy. 4 south to the south city limits line	30
FM 1847 (Paredes Line Rd.)		From State Hwy. 48 north to a point 200 feet north of the centerline of Los Ebanos Blvd.	30

		From such point to a point 200 feet north of E. Price Rd.	35
		From such point to a point 400 feet north of FM 802	45
FM 2519 (Billy Mitchell Blvd.)		From State Hwy. 4 south and east 1,836 feet to the end of FM 2519	45
Spur 415 (Central Blvd.)		Beginning at a point 2,798 feet north of the centerline of FM 802 to Los Ebanos Blvd.	45
		From such point to E. Jefferson St.	30
		From E. Jefferson St. to East Elizabeth Street	30
Old Highway 77		From a point 1,500 feet north of Tandy Road to a point 1,500 feet south of Tandy Road	35
		From a point 1,500 feet north of Tandy Road to the north city limit line	45
Boca Chica Blvd. (State Highway 4)		From Iowa Avenue to Indiana Avenue (FM 511):	
		When school flashing speed zone signs are in operation	35
		At all other times	45
Minnesota Avenue (FM 313)		From State Highway 48 to State Highway 4	45
FM 1847		FM 802 to 580 feet north of FM 802	45
FM 1847		580 feet north of FM 802 to 530 feet north of FM 3248	50
FM 3248		U.S. 77/83 to FM 1847	45
FM 3248		U.S. 77/83 to FM 1847 (School Zone when flashing)	30
FM 3248		580 feet east of Madrid Avenue to 60 feet west of La Salida Drive	50
FM 3248		60 feet west of La Salida Drive to U.S. 77/83	45
E. Price Road		Old Port Isabel Rd. to Padre Island Hwy.	35

Sec. 98-134. Speed limits—Alleys.

Street	Extent	Existing	Speed
Alleys	All	N/A	10 miles/hour

Secs. 98-135—98-160. Reserved.

ARTICLE V. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

Sec. 98-161. No stopping, standing, or parking near hazardous or congested places.

(a) The city manager or designee is authorized to determine and designate by proper signs places not exceeding 100 feet in length in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(b) When official signs are erected at hazardous or congested places as authorized, no person shall stop, stand, or park a vehicle in any such designated place.

Sec. 98-162. Impoundment of standing or parked vehicles.

(a) Any vehicle which shall be or remain standing or parked upon any public street, avenue, way, alley, or other public place may be removed by or upon order of the chief of police and placed in storage in a privately operated garage or other place designated or maintained by the city, under the following circumstances:

(1) When any vehicle is found upon a street, avenue, alley, way, or public place and a report has been previously made that such vehicle has been stolen or a complaint has been filed and a warrant issued thereon, charging that such vehicle has been stolen or converted in violation of law.

(2) When any city police officer has reasonable grounds to believe that any vehicle has been abandoned.

(3) When a police officer arrests any person driving or in control of a vehicle for an alleged offense and such officer is or may be required by law to take the one arrested immediately before a magistrate or if the arrested one is immediately taken before a magistrate and when the arrested one is the sole occupant or the owner of the vehicle and is immediately placed in custody.

(4) When a vehicle is so disabled that its normal operation is impossible or impractical and the person in charge of the vehicle is incapacitated because of physical injury or other causes to such an extent as to be unable to provide for its removal or custody or cannot be found or is not in the immediate vicinity of such vehicle.

(5) When such vehicle is left unattended upon any bridge, viaduct, or causeway or in a tunnel or tube and constitutes an obstruction to traffic.

(6) When any such vehicle is illegally parked so as to block the entrance to any private driveway, and it is impracticable to move such vehicle from in front of the driveway to any other point on the highway.

(7) When any vehicle constitutes a hazard or interferes with the normal function of a governmental agency or because of any catastrophe, emergency, or unusual circumstance the safety of the vehicle is imperiled.

(8) When any vehicle is left standing or parked unattended for more than 48 hours in violation of any applicable section of this Code, state laws or city ordinances, rules, or regulations. However, if such vehicle is parked or standing immediately in front of or immediately adjacent to property owned by the owner of such vehicle or property rented by such owner, before such vehicle shall be removed, the owner thereof shall be given written notice after the expiration of 48 hours and shall be given an additional 24 hours to remove or cause to be removed such vehicle. The written notice may be given by depositing the notice in the United States mail, addressed to the owner at the address given on the registration receipt of the vehicle or his last known address.

(9) When any vehicle is parked in violation of a metered parking space.

(10) When any vehicle lacking the display of current registration and inspection tags (when applicable) in a lawfully acceptable manner has been parked or placed upon any public street or alley.

(b) In order to obtain possession of a vehicle stored under this section, the claimant must produce satisfactory evidence of ownership or right to possession within 30 days from the date of such storage and, in addition thereto, must pay all charges for storage and removal of such vehicle, in addition to any fine.

(c) If a vehicle removed under this section is not claimed within 30 days from the date of storage, the vehicle may be sold by the city or the garage where the vehicle is stored, for storage charges, as provided by law.

(d) It shall be unlawful to park any vehicle on private property without express permission or authorization from the owner of such property. Any vehicle which shall be or shall remain standing or parked upon any privately owned parking area when the person in charge of or operating the vehicle does not have express permission or authorization to be so parked or standing may be removed by or upon order of the chief of police and placed in storage in a privately operated garage or other place designated or maintained by the city. It shall be the duty of the owner of the private property to erect appropriate signs giving notice that parking is prohibited without express permission or authorization and stating that unauthorized vehicles will be towed away and impounded at the expense of the owner of the vehicle. No regulation of parking of motor vehicles shall be effective unless such signs are erected and in place at the time of any alleged offense.

(e) This section shall not be construed to relieve from or lessen the responsibility of any person who shall leave his vehicle parked on the city streets in such a manner that the vehicle may be impounded, nor shall the city be held as assuming any such liability because of impounding or causing to be impounded such vehicle.

Sec. 98-163. Special parking.

(a) The city manager or designee may issue special permits or placards to allow parking which may be contrary to or in violation of any of the sections of this chapter. The following are exempt from the payment of parking meter fees while conducting official duties or business with or for the city:

(1) The mayor and members of the city commission;

(2) Official vehicles of the United States government, the state, the county and the city;

(3) Unmarked police vehicles;

(4) Brownsville Public Utility vehicles when working in the downtown area;

(5) Board members appointed by the city commission when conducting city business on the applicable board to which they were appointed;

(6) Consul and vice-consul of Mexico;

(7) Private vehicles identified with a city issued permit or placard that has not expired, and placard is properly displayed; or

(8) Disabled veteran vehicles displaying a license plate issued by the state identifying disabled status.

(b) It shall be unlawful for any person to use this special permit or placard for purposes, places, or times other than uses which have been expressly given by the city manager or designee.

(c) It shall be unlawful for any person other than those named in the application to use the special permit or placard for any purpose whatsoever.

Sec. 98-164. Angle parking.

Vehicles may be parked at any angle, not to exceed 45 degrees, to the curb or edge of the roadway at those places and angles where signs or markings clearly indicate that it is permissible and that no part or contents of such vehicle shall protrude into or cause a hazard with other vehicles or pedestrians in the nearest adjacent traffic lane, sidewalk, or crosswalk. In no case is this to exceed 17 feet from the curb in a perpendicular direction where 30-degree parking is permitted or 19 feet from the curb in a perpendicular direction where 45-degree parking is permitted.

Sec. 98-165. Parking in alleys.

No person shall park a vehicle within an alley. Notwithstanding the provisions hereof, it shall be unlawful for any person to park a vehicle in any alley except when the vehicle is actually being used for the purpose of loading

or unloading merchandise or passengers. Any vehicle parked unlawfully in an alley will be subject to being towed pursuant to the notice of said enforcement located on the signs at said locations.

Sec. 98-166. Residential parking restrictions.

It shall be unlawful for any person in charge of or operating a vehicle to allow, permit or park such vehicle habitually on that portion of the street abutting residential property when the person in charge of such vehicle does not own or occupy the residence or a portion of the lot in front of which or alongside of which such subject vehicle is parked.

Sec. 98-167. Parking more than 72 hours.

It shall be unlawful for the owner or operator of any vehicle to allow, cause or permit such vehicle to remain standing or parked on any street, alley, avenue, or public way within the city for more than 72 hours continuously.

Sec. 98-168. Fines or fees.

All fines, costs and fees shall be deposited in the motor vehicle parking system fund of the city, unless otherwise directed by resolution of the city commission.

- MOTOR VEHICLE PARKING SYSTEM FINES

Description of Fines or Fees		Fine
Expired parking meter violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Penalty or administrative fee for processing a citation for three or more unpaid parking meter violations		$25.00
Code 4. Left wheel to curb violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 5. Over 18" from curb violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 6. On sidewalk violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 7. On sidewalk area violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 8. No parking area violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 9. Blocking crosswalk violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 10. Blocking area violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00

Code 11. No parking alley violation		
	If paid within 10 days	$20.00
	If paid after 10 days	$30.00
Code 12. Loading zone violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 13. Extending time beyond legal limit violation		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 14. Other		
	If paid within 10 days	$10.00
	If paid after 10 days	$20.00
Code 15. Doubled parked		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 16. Parking within 15 ft. of fireplug violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 17. Parking in fire zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 18. Parking in taxi zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 19. Parking in safety zone violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00
Code 20. Between two meter spaces violation		
	If paid within 10 days	$15.00
	If paid after 10 days	$30.00

Secs. 98-169—98-195. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Subdivision I. In General

Sec. 98-196. Enforcement.

(a) The city manager or designee is charged with the enforcement of this article.

(b) Parking enforcement officers and police officers are empowered to issue parking violation citations pursuant to this chapter.

(b) Code Enforcement Officers are authorized to issue citations for violations of sections 98-165 and 98-167.

Sec. 98-197. Violation.

Parking in a metered space by a vehicle shall be limited to the maximum time on the parking pay station. It shall be a violation of this section for the owner or operator of a vehicle to allow a vehicle to remain in a metered space for a period of time more than the maximum time on the meter. This section shall be enforced by Chief of Police or designee.

Sec. 98-198. Fee for overparking in metered spaces.

(a) The fee for parking in a metered space or stall with the parking pay station indicating no time left (expired) shall be $10.00 if paid within ten days and $20.00 if paid after ten days and before 30 days. Citations unpaid after 30 days shall subject the owner or operator of the vehicle to payment of $35.00 for each violation and court costs, plus an administration fee of $50.00 each for second and third citations if the fine is not paid prior to these citations being sent.

(b) Notice occurs when the city manager or designee advises a person by mail that a parking citation was issued to a vehicle currently registered under that person's name and that the citation remains unpaid 30 days after its initial issuance.

Sec. 98-199. Collection.

The city manager or designee shall process parking violation citations, for the municipal court, for the collection of fees or fines as stipulated in this chapter, or as may be levied by the judge of the municipal court related to this chapter.

Sec. 98-200. Collector's bond.

Each person designated to collect and deliver legal tender from parking pay stations to the designated department, shall, if directed by the city manager, execute a fiduciary bond in the amount of $5,000.00, payable to the city, conditioned for the faithful performance of his duties in collecting and delivering all legal tender. Such bond shall be executed by a corporate surety which has been duly authorized under state law to execute such bonds. The premium for such bond shall be paid by the city.

Secs. 98-201—98-225. Reserved.

Subdivision II. Illegal Parking at Metered Spaces

Sec. 98-226. Presumption.

In any notice requirement or prosecution for an illegally parked car at a metered space, proof that the driver of the particular vehicle described in the parking citation or complaint was either, at the time of such parking, the registered owner of such vehicle or the person to whom the license plates were issued or the person who had possession or control of the vehicle shall constitute in evidence a prima facie presumption that such person was the driver of the vehicle at the point where and for the time during which such violation occurred.

Sec. 98-227. Evidence.

For the purposes of this subdivision, the state department of highways and public transportation's computer-generated record of the registered vehicle owner is prima facie evidence of its contents. The original or any copy of the summons or citation is also prima facie evidence of the facts contained therein.

Sec. 98-228. Citation on illegally parked vehicles in metered spaces.

Whenever any motor vehicle is found parked illegally in any metered parking space, any police officer or parking enforcement officer finding such vehicle shall take its license plate number and may take any other information displayed on the vehicle which may identify its user and shall conspicuously attach to such vehicle a citation in writing, on a form to be provided by the police department or designee, for the driver to answer to the charge against him within ten days within the hours and at a place specified in the citation.

Sec. 98-229. Failure to comply with citation; penalties and mailings.

(a) If, for the third time within any six-month period, a violator of the restrictions on stopping, standing or parking at a metered space under the terms of this subdivision has not appeared in response to three citations affixed to such vehicle within the required period of ten days each, the municipal court clerk or designee, shall at any time thereafter send to the registered owner (the presumed driver) of the motor vehicle to which the third citation was affixed the first and only mailed notice to inform him of this third violation within a six-month period and the requirement for the violator to pay the fines or fees as stated on the citation. The citation shall include a statement to the violator that failure to pay the fines or fees within ten days thereafter causes the director of traffic to have these three violations to be presented to a municipal court judge at a hearing (noting the date certain at which time the hearing will be held) at which time director of traffic shall ask the court to declare the vehicle a nuisance. When so declared as a nuisance the vehicle will become subject to booting and shall be booted instanter without further notice if found. This notice shall be in English and Spanish.

(b) Procedures for penalties and mailings are as follow:

(1) The fee for overparking in metered spaces with the meter indicating no time left shall be $10.00; if unpaid after ten days the fee shall be $20.00.

(2) In addition to each fee of failure to pay within ten days, there is assessed one mailing penalty for not paying two or more overparking fees within each prescribed 20-day period. This penalty shall be $35.00, and this shall be the total owed only if the violator presents himself at the address on the citation and before any municipal court hearing to declare the vehicle a nuisance.

(3) Upon a presentation by the city prosecutor or designee to the municipal court judge to declare a vehicle a nuisance, the judge may require an additional court cost up to $100.00 upon the appearance of the violator. If there is no appearance, there may be an additional mailing fee of $25.00 but only if the judge orders a second mailing by registered mail, return receipt requested.

(4) Once the vehicle has been declared a nuisance and is booted and/or impounded, the judge shall also have the discretion to assess additional fines up to $50.00 each on those unpaid parking citations more than the first three.

(5) The municipal court or designated department shall send out no more than one regular mailing concerning any one vehicle with the same license plate, as long as the license plate continues to be traced back to the same registered owner. The municipal court or designated department shall send out no more than one registered letter, return receipt requested, concerning any one vehicle with the same license plate, and then only if so ordered by a judge which has declared such vehicle a nuisance.

(6) Such immobilization by booting shall be in addition to any other penalty provided by this chapter, and a fee up to $50.00 for such may be set by the judge for the booting alone, irrespective of other fees.

(7) It shall be unlawful for any unauthorized person to tamper with or try to force the device (boot) from the wheel of a vehicle, to remove the booted wheel from a vehicle, to move the booted vehicle, or to disable or damage the booting device.

(8) No additional fees may be imposed by the judge if actual impoundment of the vehicle is required except the actual costs of impoundment and storage.

Sec. 98-230. Nuisance.

A vehicle that has received three or more citations, unresolved, pursuant to this subdivision within any six-month period is declared a nuisance. An unresolved parking citation occurs when a citation is issued under section 98-228 and the driver does not respond within ten days as required in such section.

Sec. 98-231. Procedure for impoundment or booting of vehicles declared nuisance.

(a) After ascertaining that a vehicle has three or more citations unresolved pursuant to this subdivision, within any six-month period, the city prosecutor, after the requisite notice required by this subdivision, shall appear before the municipal court for authorization to impound or immobilize by booting such vehicle, it being declared a nuisance. Unresolved citations are failures to appear in court or pay citations.

(b) At that time, if evidence shall be presented as to the number of unresolved parking citations and that all notice requirements have been met, the judge may declare the vehicle a nuisance solely on the basis of this evidence and that the vehicle shall be immobilized by booting or impoundment instanter, if such vehicle is found to be standing or parked unlawfully or in or upon any regularly designated parking metered space. In addition the judge has the discretion to order, when possible or practical, such as if a license plate check in the United States can identify the driver and his address, the person appearing to attempt to notify the driver by mailing a certified notice, return receipt requested, to the last known address of the driver as shown by the license plate check, informing such driver/owner that the vehicle has been declared a nuisance and has been ordered by the court to be immobilized instanter by booting or impoundment, if the vehicle is found to be standing or parked unlawfully or in or upon any regularly designated parking metered space. The mailing, if ordered, and the failure to receive this letter is in no way a prerequisite to any vehicle being impounded or booted; however, the judge may also order the city prosecutor to withhold enforcing its order for a period not to exceed ten days after the date mailed. If the vehicle is immobilized by impoundment or booting, it shall remain at or be taken to a place of immobilization and there kept until application for its redemption shall be made by the owner or his duly authorized agent.

Sec. 98-232. Right to redeem immobilized vehicle.

When a vehicle is to be immobilized under this subdivision a procedure adopted by the City shall be followed.

Sec. 98-233. Right to redeem impounded vehicle.

When a vehicle is impounded under section 98-162, at any time prior to its sale as an abandoned vehicle, the owner or his duly authorized agent shall be entitled to the possession thereof upon the payment of all the costs of removal and storage that may have accrued thereon, plus any fines or costs owed to the city for parking violations, unless the owner/driver posts a bond under the requirements of section 98-236. If the owner or authorized agent posts a bond, the vehicle shall be released.

Sec. 98-234. Notice of violation.

After the vehicle has been impounded under section 98-231 and if no owner or driver appears, a notice shall be prepared and sent certified mail by the municipal court to the owner within 48 hours of the impounding of the vehicle, if the address can be ascertained as shown by a United States license number check. If the automobile license check is that of a foreign country, the notice shall be published twice within a 30-day period in a locally published newspaper. The notice shall specify the procedures for redeeming an impounded vehicle, including the name, address, and telephone number of the person to be contacted; the bonding procedure; and the right to a

hearing. If no owner/driver comes forward to claim the vehicle after all the notices required by this subdivision, the vehicle shall be treated as an abandoned vehicle.

Sec. 98-235. Hearing on impounded immobilized vehicle.

After the impounding/immobilization of a vehicle, the owner/driver shall have the right to a hearing before a municipal court judge to contest the circumstances surrounding the impounding/immobilization of the vehicle or to present any other defense he might have to the actions taken. An expedited hearing shall be held within 48 hours of the impounding or immobilization or the next municipal court working day after the impounding, whichever is the greater time, if the owner requests such an expedited hearing in writing and if there is an agreement between the owner/driver and the city prosecutor on evidentiary procedures.

Sec. 98-236. Bond for impounded vehicle.

The owner or driver of a vehicle which is impounded pursuant to this subdivision may secure release of the vehicle pending the hearing by making an appearance on the unresolved citations and posting a bond in the amount of the fines, court costs, administrative fees, towing fees, and storage fees owed. If the municipal court is closed so that the owner or driver cannot make an appearance, the owner/driver may post the bond and obtain release of the vehicle without an appearance. If the owner/driver cannot afford the bond for his vehicle, he shall be allowed a hearing within 24 hours of his request for a hearing or the next municipal court working day after his request, whichever is the greater time, if there is an agreement between the owner/violator and the city prosecutor on evidentiary procedures. At this hearing, if the owner/driver is found not guilty of the traffic offenses or the court otherwise finds that the vehicle should not be impounded, the court shall order the vehicle released without the payment of any costs or fees. If the owner/driver posts a bond and fails to appear timely at any hearing scheduled to contest the impounding of the vehicle or the underlying traffic violation, the bond shall be forfeited, and all fines deemed paid.

Secs. 98-237—98-265. Reserved.

DIVISION 3. MOTOR VEHICLE PARKING SYSTEM FUND

Sec. 98-266. Established - motor vehicle parking system fund.

(1) *Established.* The City of Brownsville hereby establishes the motor vehicle parking system fund. Said fund shall be maintained in a separate bank account from all other city funds. Revenue derived from parking pay stations shall first be allocated for operations and maintenance costs of the downtown area. Any surplus revenue from this fund is reserved for one-time capital costs for downtown, with city manager's or designee's approval, and city commission's approval when required by law, to include improvement projects such as events, new equipment.

   a. Operations and maintenance costs include but are not limited to the following: personnel expenses, beautification and upkeep, software fees, pay station upgrades or fixes.

   b. Downtown is the area designated in Section 98-366 - Parking meter zones established, of this chapter.

(2) *Deposits.* All revenue from the city's parking meters derived as a result of issuing citations, non-moving violations, rental of or off-street parking spaces, interest received from investment of said revenue, and all other incidental revenue derived from operation of the motor vehicle parking system fund shall be deposited in said fund and credited to the motor vehicle parking system fund.

(3) *Authorized expenditures.*

a. Expenditures from the motor vehicle parking system fund shall be limited to motor vehicle parking purposes, including, but not limited to, expenditures for meter and parking lot operation and maintenance, parking pay station replacements, acquisition by rental, lease or purchase of a property to be utilized for parking purposes, construction of parking facilities and issuance and enforcement of parking pay station citations.

b. One-time capital costs will be prioritized for downtown improvement projects. City manager or designee will identify projects that will contribute to further downtown revitalization.

Sec. 98-267. Disposition of money collected.

The city manager or designee will make regular collections of the money deposited in the parking pay stations. It shall be the duty of such person so designated to collect the legal tender as deposited in the parking pay stations and deliver the legal tender to the municipal court or designated department as soon as possible after removal from the parking pay station. It shall be the duty of the municipal court or designated department to count the funds and deposit them to the credit of the city in a special fund called motor vehicle parking system fund which fund shall be disbursed as described herein.

Secs. 98-268—98-295. Reserved.

DIVISION 4. RESTRICTED OR PROHIBITED ON CERTAIN STREETS

Sec. 98-296. Applicability.

The sections prohibiting the standing or parking of a vehicle shall apply at all times or at those times specified or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

Sec. 98-297. Scope.

The sections imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive sections prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.

Sec. 98-298. Parking prohibited on certain streets generally.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described herein.

Sec. 98-299. Parking prohibited on specific streets.

It shall be unlawful for any person in charge of any vehicle to park the vehicle on any of the following streets or parts of streets in the city:

Street		Side	Extent
U.S. 83 Expressway			
	Generally	Both	Within 20 feet of the beginning of the curve along the curb around street corners of all streets and roadways leading off such expressway and its frontage roads
			Between the curbline and the property line on such expressway and its frontage roads

	Main lanes	Both	On any portion within the city, except emergency parking will be permitted on the paved shoulder of the main lanes provided the vehicle is parked to the right only and as far from main lanes as practical
	Frontage Rds.	Both	On any cross street between the frontage roads
2nd St., E.		N.W.	From E. Elizabeth St. to E. Saint Charles St.
4th St., N.W.		East	From N.W. Elizabeth St. to N.W. Levee St.
5th St., N.W.		Both	Between N.W. Elizabeth St. and N.W. Washington St.
5th St., S.E.		East	From S.E. Levee St. to S.E. Washington St.
6th St., S.E.		Both	From Ebony Dr. to S.E. Fronton St.
7th St., S.E.		Both	From S.E. Fronton St. to U.S. 83 Expressway northbound frontage road
7th St., W.		West	Between W. Elizabeth St. and W. Levee St.
8th St., E.		West	From E. Van Buren St. to E. Harrison St.
8th St., S.E.		N.W.	From S.E. Adams St. to Fronton St.
9th St., E.		South	Between E. Tyler St. and E. Harrison St.
9th St., S.E.		N.W.	From S.E. Levee St. to alley between S.E. Levee St. and S.E. Elizabeth St.
9th St., S.E.		S.E.	From alley between S.E. Levee St. and S.E. Elizabeth St. to S.E. Adams St.
9th St., S.E.		S.E.	From S.E. Fronton St. to S.E. Levee St.
9th St., S.E.		S.E.	From S.E. Levee St. to alley between S.E. Levee St. and S.E. Elizabeth St.
10th St., E.		Both	From E. Van Buren St. to E. Harrison St.
10th St., E.		N.W.	From North Frontage Rd. to Filmore St.
10th St., S.E.		N.W.	From S.E. Adams St. to S.E. Elizabeth St.
10th St., S.E.		S.E.	From S.E. Elizabeth St. to S.E. Fronton St.
10th St., S.E.		S.E.	From S.E. Madison St. to S.E. Adams St.
11th St., E.		Both	Between E. Washington St. and E. Adams St.
11th St., S.E.		S.E.	From Fronton St. to Van Buren St.
11th St., S.E.		S.E.	From S.E. Fronton St. to S.E. Madison St.
12th St., E.		Both	U.S. 77/83 northbound frontage road to Levee St.
12th St., S.E.		Both	From southbound frontage road (Filmore St.) to S.E. Levee St.
12th St., S.E.		N.W.	From international boundary and water commission levee to the intersection of S.E. 12th St. and Mexico St.
12th St., S.E.		N.W.	From its intersection with S.E. Fronton St. to its intersection with Mexico St.
12th St., S.E.		S.E.	From its intersection with S.E. St. Charles St. to its intersection with Mexico St.
13th St., E.		Both	U.S. 77/83 northbound frontage road to Levee St.
13th St., S.E.		S.E.	From Filmore St. to S.E. Levee St.
14th St., E.		N.W.	From Boca Chica Blvd. to Security Dr.
14th St., E.		S.E.	From Lincoln St. to north frontage rd.
14th St., E.		Both	From E. Jefferson St. to south city limits (Gateway Bridge)
14th St., S.E.		S.E.	From S.E. Elizabeth St. to Tyler St.
14th St., S.E.		S.E.	From Lincoln St. to Roosevelt St.
14th St., S.E.		S.E.	From Roosevelt St. to Coolidge St.
14th St., S.E.		N.W.	From Roosevelt St. to Taft St.
15th St., E.		S.E.	Between E. Monroe and E. Adams St.
18th St., E.		S.E.	From Jackson St. to Ridgely Rd.
19th St., E.		S.E.	From Jackson St. to Ridgely Rd.
Ash St.		N.E.	From McDavitt Blvd. looping around McDavitt Blvd.
Barnard Rd.		Both	Between Boca Chica Blvd. and Los Ebanos Blvd.
Boca Chica Blvd.		Both	From East 14th St. to Billy Mitchell Blvd.

Boca Chica Blvd.	Both	From Old Alice Rd. to North St.
Boca Chica Blvd.	Both	From Resaca Blvd. to Old Alice Rd. and from North St. to E. 14th St.
Coolidge St.	North	From International Blvd. to E. 25th St.
Eagle Dr.	Both	From Price Rd. in front on the new high school building and looping around to intersect again with Price Rd.
Elizabeth St.	N.W.	Between N.W. 5th St. and N.W. 6th St. on the N.E. side of the street
Elizabeth St., W.	Both	Between W. 1st St. and Palm Blvd.
Frontage Rd., N.	Both	Between Old Alice Rd. and Brownsville Rd.
Frontage Rd., S.	Both	Between Soto Dr. and Brownsville Rd.
Fronton St., E.	South	From E. 11th St. to E. 12th St.
Fronton St., S.E.	N.E.	From Palm Blvd. to S.E. 11th St.
Gorgas Dr.	S.E.	From May St. to East Elizabeth St.
Gorgas Dr.	Both	From Ringgold Rd. to May St.
Harrison St., E.	Both	From E. 8th St. to E. 10th St.
Harrison St., E.	South	From E. 22nd St. to E. 24th St.
International Blvd.	North	Between E. 14th St. and Coolidge St.
International Blvd.	West	Between E. Elizabeth St. and E. Washington St.
International Blvd.	Both	From E. Monroe St. to Coolidge St.
Kings Highway	Both	Between Robinhood Dr. and Boca Chica Blvd.
Lee St.	N.W.	From Grant St. to Canales School property line
Lincoln St.	N.E.	From McDavitt Blvd. to S.E. 14th St.
Los Ebanos Blvd.	North	El Paso Rd. and East Dr.
Market Square, N.	Both	Between E. 11th St. and E. 12th St.
Market Square, S.	Both	Between E. 11th St. and E. 12 St.
May St.	Both	From International Blvd. to Gorgas Dr.
Mexico St.	Both	From the B and M property line west to its intersection with Palm Blvd.
Morningside Rd.	N.W.	For a distance of 600 ft. to the north from its intersection with Southmost Rd.
McDavitt Blvd.	N.W.	From Lincoln St. to Boca Chica Blvd.
Oak St.	N.W.	From Ash St. to McDavitt Blvd.
Old Alice Rd.	Both	From Boca Chica Blvd. to Stanford Ave.
Old Alice Rd.	Both	From Greenbriar Ave. to Tulane Ave.
Old Alice Rd.	Both	From Tulane Ave. to the Southbound Frontage Rd.
Old Port Isabel Rd.	Both	Between E. Price Rd. and Boca Chica Blvd.
Palm Blvd.	Both	From Fronton St. to Mexico St.
Palm Blvd.	N.W.	From S.E. Fronton St. to Boca Chica Blvd.
Palm Blvd.	S.E.	From S.E. Fronton St. to Boca Chica Blvd.
Paredes Ave.	Both	Zaragoza St. to the intersection of North Frontage Rd.
Paredes Line Rd.	Both	Between Coffee Port Rd. and Los Ebanos Blvd.
Price Rd.	Both	From its intersection with the North Frontage Rd. to Expressway 77-893 to its intersection with Old Port Isabel Rd.
Price Road, W.	Both	Between Central Blvd. and U.S. 77/83 Expressway
Ridgely Road	South	From International Blvd. to Ringgold Rd.
Ridgely Road	North	From E. 17th St. to International Blvd.
Ringgold St.	North	From International Blvd. to E. 17th St.
Ringgold St., S.E.	Both	From S.E. 6th St. to Belevedere Dr.
Robinhood Dr.	Both	From Old Port Isabel Road to Alan-A-Dale
Roosevelt St.	Both	From E. 13th St. to E. 14th St.

Russell Ave.	N.W.	From Lakeside Dr. to Boca Chica Blvd.
Shidler and Rentfro	S.E.	From Rockwell Ave. to Hipp Ave.
Southmost Road, S.E.	Both	From International Blvd. (FM 1419) to Esperanza Road to S. Billy Mitchell
Van Buren St., E.	North	From E. 22nd St. to E. 24th St.
Washington St., E.	South	E. 14th St. to International Blvd.
Woodruff Ave.	Both sides	Between S. frontage Rd. and Greenbriar Ave.
Woodruff Ave.	N.W.	From Greenbriar Ave. to Los Ebanos Blvd.

Sec. 98-300. Parking at City Hall

(a) It shall be unlawful for any person in charge of any vehicle to park or leave the vehicle unattended in the alley situated between Southeast Elizabeth Street and Southeast Washington Street, where it abuts t City Hall(b) Except as provided in this section, it shall be unlawful for any person in charge of a vehicle to park the vehicle on the southeast side of Southeast 10th Street in the city, from Southeast Elizabeth Street to the alley situated between Southeast Elizabeth Street and Southeast Washington Street, and one parking space on the north side of such alley.

(c) There shall be designated parking spaces for all city commission members alongside City Hall on 10th street between Elizabeth and Washington streets. These designated spaces may be used by other appointed board and commission members when not in conflict with a city commission meeting and when said members are at City Hall for their respective meetings, and as approved by the city manager or designee.

Sec. 98-301. Parking time limited on certain streets.

Whenever and wherever the congestion of traffic, the frequency of passage of vehicles or pedestrians or both, the direction of the flow of traffic, the dimensions of the streets are such that the city manager or designee finds it to be necessary for the free flow and the expeditious handling of traffic and the safety of person and property, such authorization determines and allocates parking time limits between the hours of 7:00 a.m. to 6:00 p.m. on any day except Sundays and public holidays designated by the city commission within that portion of the city zoned other than residential and not within a meter zone.

Sec. 98-302. Parking signs required.

Whenever by this division or any city ordinance any parking time limit is imposed or parking is prohibited on designated streets or alleys, it shall be the duty of the city manager or designee to erect appropriate signs giving notice thereof, and no such regulations shall be effective unless such signs are erected and in place at the time of any alleged offense.

Secs. 98-303—98-330. Reserved.

DIVISION 5. LOADING AND UNLOADING

Sec. 98-331. Designation of 15-minute loading and unloading zones.

The city manager or designee is authorized to determine the location of15-minute loading and unloading zones and shall place and maintain appropriate signs indicating said zones.

Sec. 98-332. Use of 15-minute loading and unloading zones.

(a) It shall be unlawful for any operator of a passenger or commercial vehicle to stand or park a vehicle in a loading zone for the purpose of loading or unloading passengers or for the purpose of delivery, curbside, or in-store pickup for a period no more than fifteen minutes.

(b) The use of loading and unloading zones shall be for handling of heavy or bulky merchandise, supplies, and materials as well as for curb-side pickup. All such loading and unloading must be performed in an expeditious manner. No vehicle may remain in a loading and unloading zone longer than necessary to expeditiously load or unload the vehicle or while the operator thereof is engaged otherwise related to the loading and unloading of the vehicle, or for delivery, curbside, or in-store pickup.

(c) Any vehicle parked unlawfully in the loading and unloading zones will be subject to being towed pursuant to the notice of said enforcement located on the signs at said locations.

Sec. 98-333. Designation of public carrier stops and stands.

The city manager or designee is authorized and required to establish bus stops, bus stands, taxicab stands and stands for other passenger common carrier motor vehicles on such public streets in such places and in such number as determined to be of the greatest benefit and convenience to the public. Every such bus stop, bus stand, taxicab stand, or other stand shall be designated by appropriate signs.

Sec. 98-334. Stopping, standing, and parking of buses and taxicabs.

(a) The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stand so designated as provided in this division.

(b) The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, bus stand or passenger loading zone so designated as provided in this division, except in an emergency.

(c) The operator of a bus shall enter a bus stop, bus stand or passenger loading zone on a public street in such a manner that the bus, when stopped to load or unload passengers or baggage, shall be in a position with the right front wheel of such vehicle not further than 18 inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(d) The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as provided in this section. This subsection shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

Sec. 98-335. Restricted use of bus and taxicab stands.

No person shall stop, stand, or park a vehicle, other than a bus in a bus stop or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed. However, the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

Secs. 98-336—98-360. Reserved.

DIVISION 6. PARKING PAY STATIONS

Sec. 98-361. Applicability.

This division applies every day of the week between the hours of 8:00 a.m. through 7:00 p.m. , except as to the following:

((1) Use of parking spaces for loading and unloading as provided in section 98-3332;

(2) Parking over length vehicles and vehicles with trailers attached thereto, as provided in section 98-377;

(3) Parking of vehicles in parking spaces designated for the post office;

(4) Parking spaces designated for city commission;

(5) Vehicles exempted under section 98-163; and

(5) Parking spaces designated as handicap.

Sec. 98-362. Standard of time.

All hours of time mentioned in this division refer to and shall be determined by Central Standard Time, as commonly known, except when another standard of time is established or proclaimed by law for an area, including the city, in which case all such hours shall be determined by such officially established or proclaimed standard, so long as the standard remains in effect.

Sec. 98-363. Designation of parking pay station spaces and loading zones.

(a) In any parking pay station zone authorized under this division, the city manager or designee is authorized to create parking spaces and 15-minute loading and unloading zones to be designated and maintained in parking pay station zones. The city commission may authorize from time to time in accordance with this division.

(b) All spaces for parking vehicles shall be laid out at an angle of approximately 60 degrees to the curb or parallel to the curb, for diagonal or parallel parking, respectively, and shall be designated by lines marked by paint or ceramic buttons on the surface of the street and shall be laid out as one parking pay station space.

(c) Loading and unloading zones for handling of passengers, heavy bulky merchandise, supplies and materials, and delivery, curbside and in-store pickup shall be laid out and designated by yellow-colored lines by paint or marked with ceramic buttons on the surface of the street and/or curb.

Sec. 98-364. Lengths of time and rates charged for parking at pay station spaces.

Parking a vehicle in a parking pay station space and the amounts of money charged for such length, respectively, for using parking spaces are established at the discretion of the city commission and are located in the city's master fee schedule.

Sec. 98-365. Deposit of legal tender.

(a) When any vehicle is parked in any legal parking space which is a metered space, the owner, operator, manager or driver of such vehicle shall, upon entering such parking space, immediately make the specified payment in the pay station by using either legal tender of the United States or by using a credit card, debit card, smart card or token, prepaid account or other electronic means as is acceptable to the particular device being used to regulate such parking space. Upon making such payment, the metered space regulated by the device to which payment was made may be used by such vehicle during the parking limit provided, for the part of the street in which the parking space is located.

(b) If the vehicle shall remain parked in any parking space beyond the parking time limit for which such deposited legal tender, such vehicle shall be considered as parked overtime and beyond the period of time fixed by this division. Such parking of a vehicle shall be a violation of this division, punishable as provided herein.

Sec. 98-366. Parking meter zones established.

The following described parts of streets and other property in the city are established as parking pay station zones:

Street	Side	Extent
Levee Street	Both	From East 6th St. to E. 13th St.
Washington Street	Both	From East 6th St. to International Blvd.
Elizabeth Street	Both	From East 6th St to Gorgas Dr.
Elizabeth Street	South	From Palm Blvd. to West 2nd St.
Elizabeth Street	South	From East 2nd St. to East 3rd St.
Adams Street	Both	From East 9th St. to International Blvd.
St. Charles Street	Both	From East 7Th St. to East 12th St.
East 8Th Street	Both	From St. Charles St. to Adams St.
East 9th Street	Both	From St. Charles St. to Adams St.
East 10th Street	East	From Madison St. to St. Charles St.
East 10th Street	West	From Madison St. to Jefferson St.
East 11th Street	Both	From St. Charles St. to Madison St.
East 11th Street	West	From Jefferson St. to Madison St.
East 11th Street	West	From St. Francis to St. Charles
East 11th Street	Both	From St. Charles St. to Jefferson St.
Not including East 11th St. between East Washington St. and East Adams St. which is a no parking zone.		
1st Street	West	From Elizabeth St. to Levee St.
International Boulevard	Both	East Elizabeth St. and Jefferson St.
Jefferson Street	East	From East 10th St. and International Blvd.
Jefferson Street	Both	From 14th St. to 15th St.
St. Francis Street	Both	From Sam Pearl to 11th St.
Taylor Avenue	North	From May and East Elizabeth St.
Madison Street	Both	From 9th St. to 16th St.
Not including:		
a. between 9th and 10th Streets only that portion which lies 200 feet west of 10th Street;		
b. between 10th and 11th Streets only that portion on the south side;		
c. between 11th and 12th Streets on both sides;		
d. between 12th and 13th Streets only that portion on the south side;		
e. between 13th and 14th Streets only that portion on the north side;		
f. between 14th and 15th Streets only that portion on the South Side; and		
g. between 15th and 16th Streets only that portion on the South Side.		
Lots 2, 3, 4, 5, 6, 10, 11, 12, block 85, 86, 90, 96, Original Townsite of Brownsville		

Sec. 98-367. Installation, operation, and maintenance of Pay Stations.

(a) The city manager or designee are authorized to install, operate, and maintain parking pay stations at their discretion. The - city manager or designee from time to time shall provide for the regulation, control, operation, and maintenance of such parking pay stations in full workable condition.

(b) Parking pay stations shall be placed in designated parking zones.

(c) The city manager or designee may establish parking pay stations along public street right-of-ways and on parking lots owned and controlled by the city.

(d) A parking pay station must:

(1) be installed on or near the same City block or City-owned or controlled parking lots or facilities as the paid parking space or paid parking zone it monitors;

(2) indicate the maximum uninterrupted time a vehicle may remain parked within the paid parking space or the paid parking zone during any parking occasion; and

(3) either:

(a) measure and store the amount of time a vehicle may remain legally parked after the deposit of payment; or

(b)issue a receipt that indicates the amount of time a vehicle may remain legally parked after the deposit of payment.

(e) A parking meter or a parking pay station shall indicate the hours and days that paid parking time limits are in effect.

(f) A parking pay station shall indicate the amount of the fee for parking a vehicle.

(g) The city manager or designee shall equip parking pay stations to accept coins in denominations appropriate to pay the fee for parking a vehicle.

Sec. 98-368. Report of violations.

(a) It shall be the duty of the parking enforcement officers or police officers to report the following:

(1) The number of each parking pay station which indicates that the vehicle occupying the parking space is or has been parked in violation of any of the sections of this division.

(2) The name of the state and number of the license plate, if any, attached to such vehicle.

(3) The length of time during which such vehicle is parked in violation of any of the sections of this division.

(4) Any other fact or knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(b) Each officer shall attach to such vehicle a citation to the owner that such vehicle has been parked in violation of this division and instructing the owner to report to the municipal court to arrange a court hearing or make payment of the fine indicated on the parking violation citation. Citations shall become delinquent after 30 days.

Sec. 98-369. Overtime parking.

It shall be unlawful for any operator of a vehicle in their possession or control to remain in any parking space beyond the period of time paid for. Each half-hour period that a vehicle remains standing at a parking pay station in which time has expired shall constitute a separate offense.

Sec. 98-370. Evidence of illegal parking.

The display of an expired parking pay station shall be prima facie evidence that the vehicle has been parked overtime. The person in whose name a vehicle unlawfully parked is registered shall be presumed to be the operator of such vehicle at the time the vehicle was illegally parked, but he/she shall have the right to overcome such presumption by lawful evidence in any proceeding involving such violation.

Sec. 98-371. Parking in no parking zone.

It shall be unlawful for any operator in charge or control of any vehicle to park the vehicle in any no parking zone.

Sec. 98-372. Parking other than wholly within lines or marks on street surface.

It shall be unlawful and an offense to park any vehicle across lines designating parking spots.

Sec. 98-373. Defacing or destruction of parking pay stations.

It shall be unlawful and an offense for any person to deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking pay station installed under this division.

Sec. 98-374. Deposit of fraudulent legal tender.

It shall be unlawful and an offense for any person to deposit in any parking pay station any fraudulent legal tender, device, or substitute for the lawful legal tender of the United States required by this division.

Sec. 98-375. Use of metered parking spaces for loading and unloading.

(a) It shall be unlawful for any operator of a vehicle to stop or park the vehicle in a metered parking space for the purpose of loading and/or unloading of merchandise, supplies, and materials, except where the place of business where such merchandise, etc., is to be loaded or unloaded does not have either:

  (1) A usable entrance from an adjoining alley; or

  (2) An officially designated loading zone on that part of the street adjacent to such place of business the operator of a vehicle may without making deposit in meter or meters, use not to exceed two parking spaces for loading, unloading, construction as such items named above, and give or secure delivery receipt therefore.

(b) Where there is neither a usable entrance to a place of business from an alley nor any officially designated loading zone on that part of the street adjacent to a place of business, the operator of a vehicle uses two parking spaces without depositing legal tender. However, it shall be unlawful for any operator to use more than two parking spaces for such loading or unloading or for a longer time than necessary to expeditiously load or unload such merchandise, etc., and give or secure a delivery receipt therefore.

Sec. 98-376. Vending in meter zone prohibited.

It shall be unlawful for any person to park any vehicle in a parking pay station zone for the purpose of selling or displaying for sale goods or merchandise of any character.

Sec. 98-377. Length of trailered vehicles restricted.

It shall be unlawful for any operator in charge or control of any vehicle which has an overall length of 19 feet or more or of any vehicle having a trailer attached thereto to park the vehicle in any parking meter space. However, this section shall not prohibit the parking of a motor truck for the purpose of loading or unloading, which is expressly permitted under section 98-375.

Sec. 98-378. Downtown parking permits.

The city manager or designee may issue parking permits or placards for a $60.00 monthly fee for designated downtown parking lots. City manager or designee has discretion to create an application process for the fair and equitable distribution of the parking permits or placards for downtown parking subject to the following conditions:

(1) Applicants must show proof of current ownership or lease of a downtown business or residence;

(2) Spaces may not be used for commercial use or subleased;

(3) Unutilized spaces may be revoked by discretion of city manager or designee; and

(4) No soliciting in city parking lots.

If found in violation of any conditions the permit holder may be declined a parking permit or placard and could be subject to loss of contract privileges with the city related to downtown parking.

Secs. 98-379—98-440. Reserved.

ARTICLE VI. TRUCK ROUTES

Sec. 98-441. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial motor vehicle means any motor vehicle, other than a motorcycle, designed or used for the transportation of property, including every vehicle used for delivery purposes.

Deviating truck means a truck which leaves and departs from a truck route while traveling inside the city.

Motor vehicle means a vehicle, as defined in this section, which is self-propelled, except city-owned buses.

Semitrailer means every vehicle of the trailer type so designed or used in conjunction with a motor vehicle that some part of its own load rests upon or is carried by another motor vehicle.

Trailer means every vehicle without motive power designed or used for carrying property or passengers wholly on its own structure and to be drawn by a motor vehicle.

Truck means any and all truck tractors, van trailers, semitrailers, house trailers, and/or any vehicle designed or operated for the transportation of property, whose body weight or whose rated or licensed combined body load weight exceeds 17,000 pounds (8½ tons), except city-owned buses.

Truck route means a way over certain streets, as designated in this article, over and along which trucks coming into and going out of the city must operate.

Truck tractor means every motor vehicle designed or used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Vehicle means every mechanical device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, including motor vehicles, commercial motor vehicles, truck tractors, trailers, and semitrailers severally, as defined in this section, but excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Sec. 98-442. Applicability.

No trucks within the city shall be operated on streets which are not truck routes as established in this article or shall be operated on streets within the city which have signs posted by the director of traffic which prohibit truck travel thereon.

Sec. 98-443. Authority to designate.

The chief of police and the director of the department of traffic are authorized to determine and designate truck routes in the city and to determine the route trucks shall take in passing through the city. They shall cause to be erected signs at every such place where a sign is required.

Sec. 98-444. Maps.

The city secretary shall keep and maintain accurate maps setting out truck routes and streets upon which truck traffic is permitted. The maps shall be kept on file in the office of the city secretary and shall be available to the public.

Sec. 98-445. Posting of signs.

The chief of police shall cause all truck routes to be clearly signposted to give notice of this article. All city streets shall be designated as nontruck routes unless otherwise posted.

Sec. 98-446. Streets not posted with signs.

No person shall be charged with violating this article because of operating a truck upon a street wherein truck travel is prohibited, unless appropriate signs are posted on such street for truck routes as per section 98-445. Nontruck routes are designated but should not have to be signed for enforcement.

Sec. 98-447. Designated.

Pursuant to this article, the following streets or portions of streets are designated as truck routes:

Street	Extent
Boca Chica Blvd.	From Military Hwy. to the east city limits line
Central Blvd.	From the north city limits line to Boca Chica Blvd.
Elizabeth St.	From its intersection with Palm Blvd. to its intersection with W. 8th St.
Frontage Rd., N.	From its intersection with International Blvd. to its intersection with S.E. 6th St.
Fronton St.	From Palm Blvd. to S.E. 12th St.
International Blvd.	From Elizabeth St. to S.E. 14th St.
Jackson St.	From International Blvd. to S.E. 23rd St.
Levee Street	From S.E. 7th St. to S.E. 10th St.
Lincoln St.	From S.E. 7th St. to S.E. 14th St.
Mexico Blvd.	From Brownsville and Matamoros International Bridge to Palm Blvd.
Old Port Isabel Rd.	From the north city limits line to Boca Chica Blvd.
Palm Blvd.	From its intersection with Mexico Blvd. to its intersection with Elizabeth St.
Paredes Line Rd.	From the north city limits line to S.E. 7th St.
Roosevelt St.	From S.E. 14th St. to S.E. 13th St.
St. Charles St.	From its intersection with S.E. 13th St. to its intersection with Palm Blvd.
St. Francis St.	From its intersection with S.E. 12th St. to its intersection with Palm Blvd.
Sam Perl Blvd.	From S.E. Levee St. to Mexico Blvd.
Southmost Rd.	From S.E. 14th St. to the southeast city limits line

Washington St.	Between International Blvd. and E. 14th St.
6th St., S.E.	From its intersection with Ebony Ave. to its intersection with S.E. Fronton St.
7th St., S.E.	From Paredes Line Rd. to Fronton St.
10th Street, S.E.	From its intersection at alley between Levee St. and Elizabeth St. to its intersection at Levee St.
11th St., S.E.	From its intersection with S.E. Fronton St. to its intersection with S.E. St. Charles St.
13th St., S.E.	From Levee St. to Roosevelt St.
14th St.	From International Blvd. to north city limits line
Alley between Elizabeth St. and Washington St.	From S.E. 7th St. to S.E. 11th St.
	From S.E. 12th St. to International Blvd.
	From East 12th St. to East 6th St.
Alley between Levee St. and Elizabeth St.	From S.E. 8th St. to S.E. 9th St.
Alley between Levee St. and Elizabeth St.	From S.E. 10th St. to International Blvd.
Alley between Levee St. and St. Charles St.	From S.E. 7th St. to S.E. 11th St.
Alley between St. Francis St. and St. Charles St.	From S.E. 7th St. to S.E. 11th St.

Sec. 98-448. Weigh-in.

The chief of police and city police officers shall have the authority to require the person driving or in control of any commercial vehicle not proceeding over a truck route or street over which truck traffic is permitted to proceed to any public or private scale available for the purpose of weighing and determining whether this article has been complied with. Such person's failure or refusal to proceed as required shall be deemed a misdemeanor.

Sec. 98-449. Weights and loads of vehicles; penalties; weighing of vehicles.

(a) *Operation restricted.* Except as otherwise provided by law, no person may drive, operate, or move nor may the owner cause or permit to be driven, operated, or moved, on any highway within the city:

(1) Any vehicle of a size or weight exceeding the limitations stated in this article;

(2) Any vehicle which is not constructed or equipped as required by this article; or

(3) Transport on any vehicle any load exceeding the dimensions or weight prescribed in this article.

(b) *Weight of load.* Except as otherwise provided by law, no commercial motor vehicle, truck tractor, trailer, or semitrailer nor any combination of such vehicles shall be operated over, on, or upon the public highways within the city, having a weight in excess of one or more of the following limitations:

(1) No such vehicle or combination of vehicles shall have a greater weight than 20,000 pounds carried on any one axle, including all enforcement tolerances; with tandem axle weight in excess of 34,000 pounds, including all enforcement tolerances; or with an overall gross weight on a group of two or more consecutive axles produced by application of the following formula:

W = 500	$\frac{LN + 12N + 36}{N - 1}$

Where:

W	=	Overall gross weight on any group of two or more consecutive axles to the nearest 500 pounds
N	=	Number of axles in group under consideration

However, two consecutive sets of tandem axles may carry a gross load of 34,000 grounds each, providing the overall distance between the first and last axles of such consecutive sets of tandem axles is 36 feet or more, provided that such overall gross weight may not exceed 80,000 pounds, including all enforcement tolerances.

(2) No such vehicle or combination of vehicles shall have a greater weight than 600 pounds per inch width of tire upon any wheel concentrated upon the surface of the highway and using high-pressure tires, and a greater weight than 650 pounds per inch width of tire upon any wheel concentrated upon the surface of the highway and using low-pressure tires, and no wheel shall carry a load in excess of a 16,000 pounds on high-pressure tires and 20,000 pounds on low-pressure tires.

(3) In this subsection, an axle load is defined as the total load transmitted to the road by all wheels whose centers may be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle. Tandem axle group is defined as two or more axles spaced 40 inches or more apart from center to center having at least one common point of weight suspension.

(c) *Penalties.* Penalties for violation of this section are as follow:

(1) It shall be unlawful and constitute a misdemeanor for any person to drive, operate or move or for the owner to cause or permit to be driven, operated or moved, on any such highway or road, any vehicle or combination of vehicles which in any respect exceeds the maximum axle or wheel loads fixed for any such highway or road by the city commission in accordance with this section. Any person who commits the violation set out in this section shall, upon conviction, be subject to and punished by a fine not to exceed $200.00.

(2) It shall be unlawful and constitute a misdemeanor for any person to violate any of the sections of this article. Any person who violates any section of this article shall, upon conviction, be punished by a fine of not more than $200.00.

(d) *Weighing of loaded vehicles.* The procedures for weighing of loaded vehicles by the police department are as follow:

(1) Any weight inspector of the police department, having reason to believe that the gross weight or axle load of a loaded motor vehicle is unlawful, is authorized to weigh the vehicle by means of portable or stationary scales furnished or approved by the department of public safety or cause the vehicle to be weighed by any public weigher and to require that such vehicle be driven to the nearest available scales for the purpose of weighing. If the gross weight of such vehicle is found to exceed the maximum gross weight authorized by law, plus a tolerance allowance of five percent of the gross weight authorized by law, such license and weight inspector shall demand and require the operator or owner of such motor vehicle to unload such portion of the load as may be necessary to decrease the gross weight of such vehicle to the maximum authorized by law plus such tolerance allowance. Such operator or owner shall forthwith unload such vehicle to the extent necessary to reduce the gross weight thereof to such lawful maximum, and such vehicle may not be operated further over the public highways or roads of the city until the gross weight of such vehicle has been reduced to a weight not in excess of the maximum limit plus such tolerance allowance. If the axle load of any such vehicle is found to exceed the maximum authorized by law, plus a tolerance allowance of five percent of the axle load authorized by law,

such officer shall demand and require the operator or owner thereof to rearrange his cargo, if possible, to bring such vehicle and load within the maximum axle load authorized by law. If this cannot be done by rearrangement of the cargo, such portion of the load as may be necessary to decrease the axle load to the maximum authorized by law plus tolerance allowance shall be unloaded before such vehicle may be operated further over the public highways or roads of the city. However, if such load consists of livestock, such operator shall be permitted to proceed to his destination without being unloaded, provided the destination is within the state.

(2) It shall be unlawful for any of the persons, officers or deputies authorized to enforce the weighing and unloading sections of this article to accept or agree to accept any gift, emolument, money or thing of value, privilege or the promise of either from any person or the officers, agents, servants, or employees thereof as an inducement to enforce or attempt to enforce the weighing and unloading sections of this article. Any person who violates this article shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed $200.00.

Sec. 98-450. Exceptions.

This article shall not prohibit the following:

(1) *Operation on street of destination.* The operation of trucks upon any street where necessary to the conduct of business at a destination point, provided streets upon which such traffic is permitted are used until reaching the intersection nearest the destination point.

(2) *Detoured trucks.* The operation of trucks upon any officially established detour when such truck could lawfully be operated upon the street for which such detour is established.

Sec. 98-451. Trucks originating outside city.

(a) *One inside destination point.* Every truck entering the city for a destination point in the city shall proceed only over one of the streets designated for truck traffic and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest permissible route.

(b) *Multiple inside destination points.* Every truck entering the city for multiple destination points shall proceed only over one of the streets designated for truck traffic and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the first destination point. Upon leaving the first destination point, a deviating truck shall proceed to other destination points by the shortest direction and only upon streets upon which such traffic is permitted. Upon leaving the last destination point, a deviating truck shall return to the truck route by the shortest permissible route.

Sec. 98-452. Trucks originating inside city.

(a) *Outside destination point.* Every truck on a trip originating in the city and traveling in the city for a destination point outside the city shall proceed by the shortest direction and only upon streets over which such traffic is permitted to a truck route as established in this article.

(b) *Inside destination points.* Every truck on a trip originating in the city and traveling in the city for destination points in the city shall proceed only over streets upon which such traffic is permitted.

Secs. 98-453—98-480. Reserved.

ARTICLE VII. PARADES AND PROCESSIONS

Sec. 98-481. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Parade means the concerted movement of a body of persons, equestrians, or vehicles, in something approximating military order, over the city streets, sidewalks or public ways.

Sec. 98-482. Exceptions.

This article shall not apply to movements of the military forces of the United States of America or of the state nor to the funeral procession being held as a part of the burial services of a human body.

Sec. 98-483. Permit required.

All parades within the city are expressly prohibited unless a permit for the parade shall have been first had and obtained in conformity with this article.

Sec. 98-484. Application for permit.

Any person or group of persons desiring to engage in or conduct a parade in the city shall make application in writing to the chief of police not less than two hours before the time for holding the proposed parade. The person or group shall state in the application the following:

(1) The probable number of persons, animals, and vehicles to be used in the parade;

(2) The object, time, and route of the parade; and

(3) The names of the persons to be in charge thereof.

Sec. 98-485. Permit issuance.

Upon application for a parade permit, the chief of police shall, without fee or charge, issue a permit or license for such parade unless a permit is refused based on health, safety, or general welfare for such proposed parade under this article, in which event he shall refuse the issuance of such permit to the applicant therefor.

Sec. 98-486. Change of route.

The chief of police is authorized to make such change in the route of any proposed parade as he may deem proper and necessary in averting breach of the peace, public disorder, or traffic congestion within the city.

Sec. 98-487. Driving through procession.

It shall be unlawful for the driver of any vehicle to drive between vehicles comprising a funeral or other authorized parade procession while they are in motion, provided that such vehicles are conspicuously so designated. This shall not apply to intersections where traffic is controlled by traffic control signals or police officers.

Sec. 98-488. Disruption.

It shall be unlawful for any vehicle or person to interrupt, enter or otherwise disrupt the free movement of a parade or procession unless specifically directed to do so by an official law enforcement officer.

Section 3: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is

expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5: Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Section 551.041 of the Texas Government Code.

Section 6: Effective Date. This Ordinance shall become effective upon its second and final reading and passage, and publication as may be required by law.

INTRODUCED at a **PUBLIC HEARING** and **FIRST READING** on the 1st day of August 2023.

PASSED, **APPROVED** and **ADOPTED** on the 15th day of August 2023.

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Yolanda Galarza- Gomez, City Secretary

APPROVED AS TO FORM:

_____
Jennifer Avendano, First Assistant City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damian Espinoza, Senior Buyer
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to extend the term contract for Procurement Card Services "P-Card" through State of Texas Comptroller of Public Accounts to Citibank. PCS-130-0823. (Financial Services Department)

Summary:
The Purchasing and Contract Services Department has solicited a proposal through the State of Texas Comptroller of Public Accounts, TX Smart Buy Cooperative Purchasing Programs, for a term contract for procurement card services "P-Card" for the City of Brownsville. Under Sections §271., Subchapter F- Cooperative Purchasing Program & §791.025, "Contracts for Purchases" of the Texas Government Code, an agency with whom the City of Brownsville has entered into an Interlocal Agreement.

Project Scope and Analysis:
CitiBank is eligible to extend the term contract for Procurement Card Services "P-Card" through the State of Texas Comptroller of Public Accounts to Citibank until August 31, 2024.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Governance

Attachments:
1. Procurement Analysis - PCS-130-0823
2. Texas Participation Agreement_CAO Signed

3. CitiBank, Contract 946-M2._
4. 946-M2 Contract Extension Letter Citi Signed

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date:	Thursday, August 3, 2023
To:	Mrs. Helen Ramirez, City Manager
From:	Mr. Lupe Granado III, Financial Services Director
CC:	Mr. Damian Espinoza, Procurement and Contract Manager
Subject:	Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action to extend the Term Contract for Procurement Card Services "P-Card" through State of Texas Comptroller of Public Accounts to Citibank." **PCS-130-0823**

At the Mr. Lupe Granado III, Financial Services Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C)

The Purchasing & Contract Services Department has solicited a proposal through the State of Texas Comptroller of Public Accounts, TPASS Cooperative Purchasing Programs for a term contract for procurement card services "P-Card" for the City of Brownsville. Under Sections §271., Subchapter F- Cooperative Purchasing Program & §791.025, "Contracts for Purchases" of the Texas Government Code, an agency with whom the City of Brownsville has entered into an Interlocal Agreement. [Bookmark "A" - Sections §271. Subchapter F-Cooperative Purchasing Program & Section § 791.025 "Contracts for Purchases" of the Texas Government Code].

On June 6, 2017, the City Commission approved the current contract. The State of Texas Comptroller of Public Accounts has extended the contract so that it ends on August 31, 2024.

PROCUREMENT SUMMARY: CitiBank is eligible under for the City of Brownsville to extend the Term Contract for Procurement Card Services "P-Card" through State of Texas Comptroller of Public Accounts to Citibank until August 31, 2024." (Exhibit A)

Contract Details: # 946-M2

Number	946-M2
Description	Commercial Charge Card Services
Category	Managed
Type	Term
Start Date	6/1/2017
End Date	8/31/2024
Purchase Category Code(Agencies Only)	PCC H
Optional Renewal Terms	Extension: September 1, 2023, through August 31, 2024
Purchase Orders	Purchase orders are not required for this contract. Refer to the Contract Items and Pricing section below for additional details.
NIGP Code(s)	946-35 946-70
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Fax: (512) 936-0040 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov) SPD Customer Service Phone: (512) 936-5829 Email: chargecardprogram@cpa.texas.gov (mailto:chargecardprogram@cpa.texas.gov) Nicklaus Watson Phone: (512) 936-8458 Email: chargecardprogram@cpa.texas.gov (mailto:chargecardprogram@cpa.texas.gov)

Contract Items and Pricing	**Citibank, N.A. (Citi) Account Management Team:** Brian D. Smith Brian.D.Smith@citi.com (mailto:Brian.D.Smith@citi.com) (214)579-9574 Todd William Pardee Todd.William.Pardee@citi.com (mailto:Todd.William.Pardee@citi.com) (512)677-5542 Sandra Alvarado Sandra.B.Alvarado@citi.com (mailto:Sandra.B.Alvarado@citi.com) (832) 282-1859 **New Account Implementation:** Contact Citi Account Management Team **Virtual Card Accounts - (E-Payable Cards)** Citi Virtual Card Accounts (VCA) offers the flexibility, robust control and enhanced-data capabilities to address a variety of needs within buying organizations. **Payment Instructions:** State agencies and institutions of higher education refer to Processing Third-Party Transactions in USAS for Payment/Travel Cards, Direct Bill Payments and Reimbursements (https://fmx.cpa.texas.gov/fmx/pubs/usas/ref/doctype.php). Participating local government entities should contact Citi for payment instructions. **Custom Card Format:** Standard card design approved by CPA. Custom card format for state agencies requires the approval of CPA and vendor and will take 30-60 days from receipt of the request. Custom card format for institutions of higher education and local government entities may be coordinated directly with Citibank. **Standard Card Design:** No charge for single, standard color logo. **Custom Card Design:** One custom card design at no charge, additional custom card designs are billed at cost by Citi. **Account Maintenance/Billings/Disputes:** Contact Citi's Client Account Specialist (CAS) Team: 1-888-836-5011 option 3, ext. 1489230 for questions regarding billing and program maintenance. Cardholders are directed to contact the number on the back of the card. **Foreign Transaction Fee:** Citibank will pass along all charges assessed by the bankcard associations. In addition, Citibank will charge a fee of 1.0%. **Cash Advance and Convenience Check Fee (This Option is only Available to Local Government entities):** Convenience check fee: $5.00 plus 1.5% of transaction; convenience check stop payment fee: $20; ATM cash advance fee: $5.00; cash advance from teller fee: 2% of withdrawal **LATE PAYMENT FEE:** **Central and Corporate Liability Individual Bill Accounts (CBA & CLIBA):** State agency and institutions of higher education must to adhere to the state of Texas Prompt Payment Act. Participating local government entities will follow the process outlined in Citi's RFP response, if the entity is not subject to State of Texas Prompt Pay, Government Code 2251. **Individual Bill Travel Accounts (IBA):** An individually billed account is considered delinquent if payment is 60 days past due. A delinquency charge of 2.5% of the outstanding balance is applied if payment is not received by day 60. **RETURNED CHECK FEE:** $10 Access Additional Program Information (https://comptroller.texas.gov/purchasing/programs/charge-card//) For questions about using the correct vendor number in the state’s Uniform State Accounting System (USAS), state agencies can contact the Expenditure Assistance section at expenditure.assistance@cpa.texas.gov (mailto:expenditure.assistance@cpa.texas.gov)

Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Expedited Payment Discount	**Rebate/Early Payment Discount:** This contract contains a rebate program based on total dollar expenditure of all participating entities paid on an annual basis. Texas SmartBuy Members and institutions of higher education receive their portion of the rebate payment directly from Citi, while the state's portion is deposited to the General Revenue Fund. The rebate percent is enhanced by an early payment incentive that increases for each day a payment is received in full before 30 days from the invoice date. Charge offs for delinquent accounts are deducted as credit losses from the rebate at the rebate payable level. Therefore, state agencies, institutions of higher education, and Texas SmartBuy Members should attempt to pay account balances as quickly as possible.
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Contractor Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Provide performance scores in four measurable categories for the CMBL vendors • Track vendor performance for delegated and exempt purchases

Contractor Information

VID: 11352664707

Contractor: Citibank N.A.

Contact Name: Brian D. Smith

Email: Brian.d.smith@citi.com

Phone: (214) 579-9574

Alternate Contact Name: Todd Pardee

Alternate Email: Todd.William.Pardee@citi.com

Alternate Phone: (512) 677-5542

Address: 701 E. 60th St. N. Sioux Falls, SD 57104

- Home (https://comptroller.texas.gov)
- Contact Us (https://comptroller.texas.gov/about/contact/)

POLICIES

- Privacy and Security Policy (https://comptroller.texas.gov/about/policies/privacy.php)
- Accessibility Policy (https://comptroller.texas.gov/about/policies/accessibility.php)
- Link Policy (https://comptroller.texas.gov/about/policies/links.php)
- Texas.gov (https://texas.gov)
- Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
- Texas Homeland Security (https://www.dhs.gov/geography/texas)
- Texas Veterans Portal (https://veterans.portal.texas.gov/)
- Public Information Act (https://comptroller.texas.gov/about/policies/public-information-act.php)
- Texas Secretary of State (https://www.sos.state.tx.us/)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (https://www.texas.gov/)
- Texas Records and Information Locator (TRAIL) (https://www.tsl.state.tx.us/trail/)
- State Link Policy (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf)
- Texas Veterans Portal (https://veterans.portal.texas.gov)

PARTICIPATION AGREEMENT
(for use by Participating Entities)

Under the terms of that certain Contract No. 946M2-1857 in connection with the Notice of Award dated May 9, 2017 from the Texas Comptroller of Public Accounts (as amended, the "Contract") between Texas Comptroller of Public Accounts, an agency of the State of Texas (the "Client") and Citibank, N.A. ("Citibank"), payment for charges made by each Participating Entity (and/or Cardholders of each Participating Entity) is the responsibility of such Participating Entity (and/or in the case of individual liability T&E Cards the responsibility of the individual Cardholder, and/or in the case of joint and several liability T&E Cards the joint and several responsibility of the individual Cardholder and the Participating Entity). By signing this Participation Agreement, the Participating Entity agrees to be bound by the terms and conditions contained in this Participation Agreement and in the Contract. Capitalized terms shall have the respective meanings assigned to such terms in this Participation Agreement (inclusive of the exhibits hereto).

Notwithstanding anything to the contrary in this Participation Agreement or in the Contract, payment for all charges made by the undersigned Participating Entity and/or Cardholders of the undersigned Participating Entity shall be the sole responsibility of such Participating Entity (and/or in the case of individual liability T&E Cards the responsibility of the individual Cardholder, and/or in the case of joint and several liability T&E Cards the joint and several responsibility of the individual Cardholder and the Participating Entity). The undersigned Participating Entity agrees to the methodology for rebate calculation and terms for rebate payment, as appropriate, as set forth in the Contract.

Before the Participating Entity may have access to the services under the Contract and have Cards issued to it and/or its employees, Citibank must first perform a risk assessment and credit evaluation of the Participating Entity. Acceptance into the Program is contingent upon Citibank being satisfied, in its discretion, with such risk assessment and credit evaluation. The documentation required to be submitted for this assessment includes:

1. **A statement giving the Participating Entity's full legal name and Federal Tax ID and primary type of business or governmental entity**
2. **A fully completed & signed copy of the request form on Exhibit A to this document (the "Request Form")**
3. **A fully executed, signed & notarized copy of the Certification of Authority to Sign on behalf of the named Participating Entity (Exhibit B to this document).**

Documents are to be forwarded to:
_____
_____
Citibank Commercial Cards
388 Greenwich Street, 22nd Floor
New York, NY 10013

Upon a positive completion of the risk assessment and credit evaluation, Citibank will contact the Participating Entity via e-mail to initiate the completion of several additional forms, including, but not limited to: the form establishing the Participating Entity's Program Administrator (PA); hierarchy forms establishing hierarchies for administrative and reporting purposes; and depending on the number of Cardholders and types of Accounts to be requested, auto-enroll forms.

Please Note: Signing the Request Form and establishing a commercial card Program binds the Participating Entity to the terms and conditions of the Contract and this Participation Agreement, and obligates the Participating Entity to pay all charges made by Participating Entity and/or Cardholders of the Participating Entity.

Except as provided in this Participation Agreement or in the Contract, this Participation Agreement shall remain in full force and effect from August 15, 2023 to August 31, 2024 and shall continue thereafter until terminated by either the Participating Entity or Citibank upon ninety (90) days' prior written notice to the other party. Upon the termination of this Participation Agreement for any reason, all Accounts shall be deemed canceled effective upon termination and all outstanding amounts owed in connection with the Accounts shall be deemed immediately due and payable.

Participating Entity acknowledges and agrees that the terms of the Contract may be modified by Citibank and Client from time to time, and in such event, the Participating Entity will be bound by the Contract, as modified.

All notices from Citibank to the Participating Entity shall be sent by Citibank to the Participating Entity at the contact information set forth in the Request Form, unless another address is designated by the Participating Entity in writing. All notices from the Participating Entity to Citibank shall be sent by the Participating Entity to Citibank at the contact information set forth in the Request Form, unless another address is designated by Citibank in writing.

The invalidity or unenforceability of any one or more provisions, sentences, clauses, sections or paragraphs in this Participation Agreement shall not affect the validity or enforceability of the remaining portions of this Participation Agreement or any part hereof. If any provision (or portion thereof) of this Participation Agreement is found to be invalid or unenforceable, such provision (or portion thereof) shall be amended to be construed as nearly as possible to reflect the original intent of the parties, and the remaining portions of this Participation Agreement shall remain in full force and effect in accordance with their terms.

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EXHIBIT A

Participating Entity's Program Request Form

Reference is made to that certain Contract No. 946M2-1857 in connection with the Notice of Award dated May 9, 2017 from the Texas Comptroller of Public Accounts (as amended, the "Contract") between Texas Comptroller of Public Accounts, an agency of the State of Texas (the "Client") and Citibank, N.A. ("Citibank"). Under the terms of the Contract, Participating Entities are permitted to participate in the Program provided for under the Contract. Payment for charges made by Participating Entity and/or Cardholders of the Participating Entity are solely the responsibility of the Participating Entity (provided that Citibank reserves its rights under the Contract, including, without limitation, with respect to setoff against any rebate due Participating Entity). The undersigned Participating Entity agrees that it is hereby bound by and subject to the terms and conditions set forth in the Contract.

Participating Entity Legal Name:	City of Brownsville, Texas
Participating Entity Street Address:	1001 E Elizabeth St, Brownsville Texas 78520
Participating Entity Federal Tax ID:	74-6000422
Participating Entity Contact:	Damian Espinoza
Contact E-mail Address:	Damian.Espinoza@brownsvilletx.gov
Contact Telephone Number:	(956)538-3139

Program Type*: (Check Card or Account type selected)

[ ] T&E Cards (Individual Bill/Individual Liability)
[ ] T&E Cards (Individual Bill/Joint & Several Liability)
[ ] T&E Cards (Central Bill/Corporate Liability)
[**X**] Purchasing Cards (Central Bill/Corporate Liability)
[ ] Virtual Card Accounts (Central Bill/Corporate Liability)
[ ] One Cards (Central Bill/Corporate Liability)
[ ] Declining Balance Cards (Central Bill/Corporate Liability)

* *All Cards and Accounts are centrally billed and the liability of the Participating Entity, other than T&E Cards which are individual liability for which the Cardholder is billed and is liable, and T&E Cards which are jointly and several liability for which both the Cardholder and Participating Entity are billed and are liable.*

General Terms

Definitions

For purposes of this Participation Agreement, the following terms have the meanings set forth below.

"**Account**" means each credit account established by Citibank under the Program, including, without limitation, as the context requires, those accounts associated with Cards.

"**Card**" means a physical card issued by Citibank in connection with an Account.

"**Cardholder**" means each eligible person designated by the Participating Entity for the establishment of an Account and issuance of a Card, provided that each such designee (i) is an employee, partner, officer, contractor, agent or subcontractor of the Participating Affiliate, (ii) has a business or commercial purpose for such Account, and (iii) completes the Bank's Card application process.

"**Declining Balance Card**" means an Account that has a pre-established credit limit, which limit is reduced by the amount of every purchase until the Account's purchase value is exhausted or supplemented.

"**One Card**" means an Account that combines the functionalities of a Purchasing Card and a T&E Card."

"**Participating Entity**" means each State of Texas agency, institution of higher education, cooperative purchasing member, local governments, and such other entity related to the State of Texas that are required or permitted by law to purchase goods and services under contracts established by the Texas Comptroller of Public Accounts, that enters a Participation Agreement with Citibank in the form provided by Citibank in connection with the Program. In respect of such Participating Entity, each Participating Entity is liable for all amounts incurred in connection with such Participating Entity's participation in the Program.

"**Program**" means all Cards, Accounts and services provided to the Company for business use pursuant to the terms of this Participation Agreement.

"**Program Administrator**" means such individual(s) designated by the Participating Entity to administer the Program on behalf of the Participating Entity, including, without limitation, cooperating with Citibank with respect to the Program.

"**Purchasing Card**" means an Account intended to be used for purchasing goods and services in the ordinary course of business.

"**T&E Card**" means an Account intended to be used for travel and entertainment expenses.

"**Virtual Card Accounts**" (or "**VCAs**") are unique transaction account numbers associated with an actual billing Account issued to the Company or an authorized Cardholder which can be provided to a merchant to settle transactions in lieu of a real Card or Account number.

Billing and Payment Procedures

(a) **Account Structure.** All Accounts established under the Program are designated either as Corporate Bill Accounts or Individual Bill Accounts, as designated by the Bank.

(b) **Corporate Bill Accounts**. In addition to the terms and conditions set forth in this Agreement, Accounts designated as "**Corporate Bill**" shall be subject to the following terms and conditions:

(i) Corporate Bill Accounts are Accounts for which the Participating Entity is solely responsible for ensuring that payment for all charges incurred on such Accounts is received by the Bank by the applicable payment due date for such Account.

(ii) For each statement period that there is Account activity, the Bank will provide the Participating Entity with a statement for the Corporate Bill Account in the Billing Currency, which will indicate the outstanding balance, amount due and payment due date. In addition, the statement will set forth an itemized list of current purchases, payments and credits, and, if applicable, any other transactions or fees under the Program.

(iii) The Participating Entity shall pay in full by the payment due date reflected on the applicable billing statement(s), all charges, fees, and other costs (including cash advances, if permitted) incurred in connection with Corporate Bill Accounts in accordance with the terms of this Agreement, including, without limitation, with respect to Corporate Bill Accounts established pursuant to this Agreement in the name of the Participating Entity or any department, division or individual.

(c) **Individual Bill Accounts**. In addition to the terms and conditions set forth in the Agreement, Accounts designated as "**Individual Bill**" shall be subject to the following terms and conditions:

(i) Individual Bill Accounts are Accounts under which the Individual Cardholder is billed but the Participating Entity or a Cardholder is responsible for ensuring that payment for all charges incurred on such Accounts is received by the Bank by the applicable payment due date for such Account.

(ii) For each statement period that there is Account activity, the Bank will provide the Cardholder with a statement for the Account in the Billing Currency, which will indicate the outstanding balance, amount due, and the payment due date. In addition, the statement will set forth an itemized list of current purchase, payments and credits, and, if applicable, any other charges or fees under the Program. The Bank will also provide the Participating Entity with online access as set forth in Subsection (d)(ii) below to all charges made by Cardholders to the respective Accounts during each statement period.

(iii) The Cardholder or Participating Entity, as applicable, shall pay in full by the due date set forth in the Account statement all charges, fees and other costs (including cash advances, if permitted) incurred on the Account, regardless of whether the Cardholder has been reimbursed by the Participating Entity for such amounts.

(iv) The Bank will notify the Participating Entity of all charges and applicable fees incurred on Individual Bill Accounts for which payment has not been received by the Bank within sixty (60) days of the due date set forth on the statement where such amounts were first billed. Payment from the Participating Entity shall be due within thirty (30) days after the Bank delivers to the Participating Entity a request for payment. Notwithstanding the foregoing, in the event of the cancellation of an Individual Bill Account, the Participating Entity shall deliver payment to the Bank of all amounts incurred and unpaid on such Individual Bill Account by the payment due date set forth in the applicable billing statement.

(d) **Payment Terms Respecting All Accounts.** The following terms shall apply to all Accounts established under the Program:

(i) The Participating Entity acknowledges that each Account is intended to be used solely for legitimate business purposes of the Participating Entity. Bank reserves the right to restrict access to an Account and suspend use of a related Card that it reasonably believes is not used for such purposes.

(ii) All Account statements will be provided electronically where available, to the applicable individual, department, division or entity, unless otherwise required by applicable law. The Participating Entity shall ensure that each Program Administrator or other authorized employee of the Participating Entity has secure encrypted access to the Bank's website to access and view electronic Account statements.

(iii) The Participating Entity and each Cardholder, as the case may be, are required to comply with all requirements established by the Bank regarding procedures for remitting payments to the Bank and required information to be included with payments which may be communicated from time to time. The

Participating Entity acknowledges that a failure by the Participating Entity or any Cardholder, as the case may be, to comply with the Bank's procedures for remitting payments may result in late payment of amounts due, assessment of late charges, reduction in the spending limit of the subject Account(s), and/or the closing or suspension of the subject Account.

(iv) The Bank may accept late or partial payments (including, but not limited to, those marked as in settlement of a dispute or as payment in full, or with other restrictive endorsements), without losing any of its rights under this Agreement.

(v) Accounts under the Program are not intended to carry credit balances. The Participating Entity or Cardholder, as the case may be, shall not intentionally make payments that place Accounts in a credit balance status. If Bank receives a payment that exceeds the amount that is due on an Account, or in the event that an Account is inadvertently placed in credit status (for example, if a transaction is refunded after the Participating Entity has repaid the balance on the Card or Account), the Bank will apply the excess amount (a "**Credit Balance**") against charges incurred on such Account or refund the Credit Balance to the Participating Entity.

(e) **Account Billing and Liability**: The Participating Entity may request that the Bank establish either Individual Liability Accounts (as defined below), and/or Joint and Several Liability Accounts (as defined below), and/or Corporate Bill Accounts under this Agreement.

(i) Individual Liability Accounts. In addition to other provisions of this Agreement applicable to Accounts (other than provisions solely applicable to Corporate Bill Accounts), the terms of this Subsection (e)(i) and Subsection (e)(iv) below shall apply with respect to Individual Liability Accounts (as defined below):

(1) The Participating Entity may request, in accordance with Citibank's account establishment procedures, that the Bank establish for an employee, partner, officer, contractor, agent and subcontractor of the Participating Entity an Account for a T&E Card with the following features: (A) an Individual Bill Account; (B) that has a physical card issued in the name of the individual Cardholder; and (C) for which, such Cardholder Participating Entity is solely liable for all amounts due for such Account (each such Account, an "**Individual Liability Account**").

(2) If the Participating Entity requests that an Individual Liability Account be established for a prospective Cardholder pursuant to Subsection (a)(i), then the Bank will establish such an Account if the Bank determines that the prospective Cardholder is eligible for such an Account based on a review of the creditworthiness of such individual. Additionally, Participating Entity acknowledges that the Bank may provide information regarding such Cardholders to credit bureaus, as applicable.

(3) Each Cardholder is liable for all charges (including, without limitation, cash advances, if permitted) made to his or her T&E Card and any applicable fees as provided in the Cardholder Account Agreement then in effect. "**Cardholder Account Agreement**" means the terms and conditions governing the use of a Card or Account, as amended from time to time, which may be included with the Card application completed by a prospective Cardholder.

(4) If the Bank determines based on its review that an Individual Liability Account cannot be established for a prospective Cardholder, then the Program Administrator may instead request that the Bank establish a Joint and Several Liability Account for such prospective Cardholder. In addition to other provisions of this Agreement applicable to Accounts (other than provisions solely applicable to Corporate Bill Accounts), the terms of Subsection (e)(ii) and Subsection (e)(iv) below shall apply with respect to Joint and Several Liability Accounts (as defined below):

(ii) Joint and Several Liability Accounts. In addition to other provisions of this Agreement applicable to Accounts (other than provisions solely applicable to Individual Liability Accounts or Corporate Bill

Accounts), the terms of this Subsection (e)(ii) and Subsection (e)(iv) below shall apply with respect to Joint and Several Liability Accounts (as defined below):

(1) The Participating Entity may request, in accordance with Citibank's account establishment procedures, that the Bank establish for an employee, partner, officer, contractor, agent and subcontractor of the Participating Entity an Account for a T&E Card with the following features: (A) an Individual Bill Account; (B) that has a physical card issued in the name of the individual Cardholder; and (C) for which, such Cardholder and the Participating Entity are jointly and severally liable for all amounts due for such Account (each such Account, a "**Joint and Several Liability Account**").

(2) Notwithstanding anything to the contrary in this Agreement, the Participating Entity shall pay to the Bank all amounts incurred on each Joint and Several Liability Account as if the Participating Entity had itself incurred such charges as primary obligor to the Bank even if for any reason (including under any consumer protection legislation) the relevant Cardholder is not bound by a Cardholder Account Agreement or the relevant Cardholder Account Agreement is or may be unenforceable. "**Cardholder Account Agreement**" means the terms and conditions governing the use of a Card or Account, as amended from time to time, which may be included with the Card application completed by a prospective Cardholder.

(3) Notwithstanding anything in the Contract to the contrary, the following provision applies with respect to all Accounts established pursuant to this Subsection (e):

(A) The Participating Entity shall have and shall maintain reasonable procedures to collect, maintain and verify the personal information (which will include name, home address, SSN or other government-issued identification number and date of birth) of each proposed Cardholder in connection with the employment process ("Participating Entity Verification Procedures"). Upon Bank's request, Participating Entity agrees to annually confirm to Bank that it continues to maintain such procedures in connection with Participating Entity's employment process. The Participating Entity further agrees to cooperate with the Bank in any reasonable efforts to obtain and verify (i) any personal information required by applicable law regarding each proposed Cardholder and/or (ii) the Participating Entity Verification Procedures, including without limitation, providing Bank with a copy of the blank forms that employees are required to complete in connection with the employment process and a copy of Participating Entity's policy that details the Participating Entity Verification Procedures.

(iii) Corporate Bill Accounts. Except with respect to Accounts established pursuant to Subsection (e)(i) or Subsection (e)(ii) above, all Accounts established pursuant to this Agreement shall be Corporate Bill Accounts in accordance with Subsection (c) and subject to the terms and provisions of this Agreement, including Subsection (e)(iv).

(iv) Credit Balance Refunds. If a Credit Balance of more than $1.00 remains outstanding on an Account for 180 days or more, then if such Account (a) is an Account for which a Cardholder is solely liable, any such Credit Balance shall be refunded to the Cardholder named on such Account, and (b) is an Account for which the Participating Entity is either solely or jointly and severally liable, then any such Credit Balance shall be refunded to the Participating Entity. If a Credit Balance equal to or less than $1.00 remains outstanding in an Account for 180 days or more, then the Bank shall deem such Credit Balance to be zero.

INTENDING TO BE LEGALLY BOUND, and in exchange of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto have entered into this Participation Agreement as of the last date set forth below.

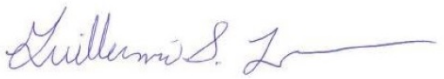
AGREED TO AND ACCEPTED BY:

City of Brownsville, Texas

Signature: _____
Name/Title: _____
Date: _____

Contact Information for Notices:
1001 E Elizabeth Street, 1st Floor
Brownsville, TX 78520
Attention: Damian Espinoza

APPROVED AS TO FORM
AND LEGALITY



_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

CITIBANK, N.A.

Signature: _____
Name/Title: _____
Date: _____

Contact Information for Notices:
701 East 60th Street North
Sioux Falls, SD 57117
Attention: Vicky Anderson

EXHIBIT B

Certification of Authority to Sign

Reference is made to that certain Contract No. 946M2-1857 in connection with the Notice of Award dated May 9, 2017 from the Texas Comptroller of Public Accounts (as amended, the "Contract") between Texas Comptroller of Public Accounts, an agency of the State of Texas (the "Client") and Citibank, N.A. ("Citibank"), and the Request Form executed by City of Brownsville ("Participating Entity") in connection with same. The Request Form used to initiate use of the Program by the Participating Entity must be fully and properly executed by an authorized officer or other executive of the Participating Entity who is an authorized to bind the Participating Entity contractually.

The authorized individual that signs the Request Form must also sign this document certifying his or her authority to so sign the Request Form.

CERTIFICATION:
The undersigned, personally and on behalf of the Participating Entity identified above, does hereby state and certify to Citibank that he or she possesses the express authority to sign the Request Form on behalf of the named Participating Entity and to contractually bind the Participating Entity to the terms of the Participation Agreement and Contract.

Name of Participating Entity	Signature
Address	Typed or Printed Copy of Signature
City, State, Zip	Title

.

ACKNOWLEDGMENT

STATE OF _____ }
}
COUNTY OF_____ }

On the _____ day of _____in the year 20__ , before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of said entity.

_____
Notary Public

Submit

AGENDA REQUEST FORM

Item Number: _____

COMMISSION MEETING DATE: 6/6/17 DEPT: Purchasing CONTACT Roberto Luna

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	__ Public Hearing __ Contract __ Grant __ Action ✓ Consent	__ First Reading __ Second Reading

Brief Description of Agenda Item:

"Consideration and Action to Award a Term Contract for Procurement and Travel Card Services "PCard" through the State of Texas Comptroller of Public Accounts to CitiBank."

FINANCIAL: Budgeted Y / N Matching Funds Required Y / N If yes, how much _____

REVIEWING DEPARTMENTS ONLY

FINANCE DEPARTMENT: **Date Reviewed:** _____ **By:** _____

Comments: _____

PURCHASING DEPARTMENT: **Date Reviewed:** _____ **By:** _____

Comments: _____

CITY ATTORNEY: **Date Reviewed:** _____ **By:** _____

Comments: _____

ADDITIONAL COMMENTS: (Write in advisory board or committee name and recommendation if applicable)

PCS-46-0517

City Manager Approval

_____ **Date:** _____

PURCHASING & CONTRACT SERVICES DEPARTMENT
MEMORANDUM

Date: May 25, 2017
To: Mr. Charlie Cabler, City Manager
CC: Mr. Pete Gonzalez, Deputy Assistant City Manager/CFO
Mr. Michael Lopez, Assistant City Manager
Mr. Lupe Granado III, Finance Director
From: Mr. Roberto C. Luna, Director, Purchasing & Contract Services Department
Subject: Agenda item for the City Commission Meeting of June 6, 2017: "Consideration and Action to Authorize a Term Contract for Procurement Card Services "P-Card" through the State of Texas Comptroller of Public Accounts to Citibank."

The Purchasing & Contract Services Department has solicited a proposal through the State of Texas Comptroller of Public Accounts, TPASS Cooperative Purchasing Programs for a term contract for procurement card services "P-Card" for the City of Brownsville. Under Sections §271., Subchapter F- Cooperative Purchasing Program & §791.025, "Contracts for Purchases" of the Texas Government Code, an agency with whom the City of Brownsville has entered into an Interlocal Agreement. *[Bookmark "A"* - Sections §271. Subchapter F- Cooperative Purchasing Program & Section § 791.025 "Contracts for Purchases" of the Texas Government Code*]*

The current expiration date for the State's contract is scheduled for May 31, 2017. Staff is requesting authorization upon City Commission approval to exercise the option to extend the service contract(s) as incremented by the State of Texas subject to the performance of the vendor remaining satisfactory and percentages of rebate remaining advantageous to the City of Brownsville from June 1, 2017 to August 31, 2019 with three one-year renewal options extending the contract to August 31, 2022.

Procurement Summary

1. As of May 25, 2017, the Texas Comptroller is advising that they are working with Citibank representative to finalize the transition from the old contract to the new contract. Estimated time for transition has not been provided but estimate several weeks. Upon execution of the new contract through the Texas Comptroller, City Staff will bring forth such agreement for City Commission approval.

Elizabeth Preciado

From: Texas Comptroller of Public Accounts <tx.comptroller@service.govdelivery.com>
Sent: Thursday, May 25, 2017 9:36 AM
To: Elizabeth Preciado
Subject: New Contract Awarded for the Commercial Charge Card Program

Texas Comptroller of Public Accounts

If you are subscribed to receive Procurement and Travel Card email updates, this message may be a duplicate.

The Texas Comptroller of Public Accounts has awarded a new contract for Commercial Charge Card Services to **Citibank**. The initial term of the contract is June 1, 2017, through Aug. 31, 2019, with three one-year renewal options.

Cardholders and program administrators do not need to take any action at this time.

The Comptroller will meet with Citibank in the coming weeks to address the transition from the old contract to the new contract, and any transitory procedures, if necessary. Future communication from the Comptroller's office will address these procedures.

At this time, the rebate for all state agencies and institutions of higher education will continue to be made payable to the Comptroller.

Please contact the Statewide Contract Support Team at chargecardprogram@cpa.texas.gov or (512) 463-3435 should you have any further questions or concerns.

SHARE

Our office does not monitor direct replies to this email address. To find contact information for Comptroller's office employees and divisions, please visit Comptroller.Texas.Gov.

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DocuSign Envelope ID: F49C8670-6358-4B37-9F0B-420FAFDA4FEA

EXTENSION OF CONTRACT

Citibank, N.A.
Attn: Mary B. Lewis, Public Sector Group
11921 Freedom Drive
8th Floor – Suite 850
Reston, VA 20190

Contract Category: 946-M2 Commercial Charge Card Services
Contract ID No.: 946M2-1857
Extension Term: Sept. 1, 2023, through Aug. 31, 2024, or until CPA awards a new contract under a different solicitation, whichever occurs first

Dear Contractor:

Contractor and the Texas Comptroller of Public Accounts (CPA) hereby extend the above-referenced Contract by mutual agreement for the period stated above.

Except as expressly stated herein, all other terms of the Contract remain unchanged and in full force and effect. By their execution and delivery of this Extension of Contract, neither party waives nor releases any right to which it is entitled under the Contract.

TO SHOW THEIR AGREEMENT, duly authorized representatives of CPA and Contractor each affix their signature and date below. The extension becomes effective on the date of the final signature.

Texas Comptroller of Public Accounts

BY: DocuSigned by: Lisa Craven 11EA6DEF0EC441E...

NAME: Lisa Craven

TITLE: Deputy Comptroller

DATE: 6/9/2023 | 10:21 AM CDT

Citibank, N.A.

BY: DocuSigned by: Karen Young 6EFD1021DE3D4B1... (signature)

NAME: Karen Young

TITLE: Director

DATE: 4/25/2023

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Gennie Garcia, Assistant Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to authorize the City Manager to execute the Technical Assistance Agreement with the North American Development Bank (NAD Bank) to help fund the Feasibility and Planning Study for a Bus Rapid Transit (BRT) system in Brownsville in the amount of $180,000 as budgeted. (Multimodal Transportation Department)

Summary:
The City of Brownsville submitted a letter of interest to fund local projects, including a Bus Rapid Transit (BRT) Study, to the North American Development Bank (NAD Bank). The Bus Rapid Transit Study was selected and awarded for a project total of $180,000.

The City of Brownsville and the North American Development Bank (NAD Bank) will partner financially to help develop the Feasibility and Planning Study for a Bus Rapid Transit (BRT) system in Brownsville. NAD Bank will provide 90% of the cost of work ($162,000) with the city's local match of 10% ($18,000), totaling $180,000.

NAD Bank and the City of Brownsville will enter into a Technical Assistants Agreement to receive technical assistance funds and procure services for the Feasibility and Planning of a Bus Rapid Transit System.

Project Scope and Analysis:
A Brownsville Bus Rapid Transit (BRT) will allow for an enhanced form of transportation options, and there is a need to identify transit options to improve connectivity to major employment centers and other major points of interest.

This study and scope will consider the possibility of multiple bus rapid transit routes and corridors, alternative routes, enhanced platform stations or bus stops, and alternative modes of transit services to major industrial and commercial employment centers.

Funding:

Source: 65-560-XXX pending FY2024 Budget Adoption

Amount: 18,000

Local Contribution if Applicable: 18,000

Recommendation:
Staff recommends approval

Commission Pillar:
Quality of Life, Infrastructure

Attachments:
1. TA Agreement_Brownsville_NADBank 7_21_2023
2. City of Brownsville - Bus Rapid Transit
3. BRT Power Point

TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement (the "Agreement") is made and entered into by and between the North American Development Bank (the "NADBank") and the City of Brownsville, Texas (the "Sponsor").

RECITALS

NADBank is an international organization created pursuant to the Agreement Between the Government of the United States of America and the Government of the United Mexican States Concerning the Establishment of a North American Development Bank.

One of the purposes of NADBank is to help preserve, protect, and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. In carrying out such purpose, NADBank is authorized to provide assistance for the development of environmental infrastructure projects in the border region.

NADBank has approved providing technical assistance to the Sponsor for the development of a Feasibility and Planning Study for a Bus Rapid Transit (BRT) System in Brownsville, Texas (the "Work"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions, terms, and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, NADBank and the Sponsor do mutually agree to the following:

ARTICLE 1 FINANCIAL ASSISTANCE

NADBank will provide for the benefit of the Sponsor technical assistance funding for up to 90% of the cost of the Work, in an amount not to exceed U.S. $162,000.00 (the "NADBank Funds"), subject to a match contribution by the Sponsor of at least 10% of the cost of the Work (the "Sponsor Funds"). NADBank Funds shall be used by the Sponsor exclusively to cover the cost of the Work. The Sponsor Funds shall be fully applied to payment of the cost of the Work prior to the use of any amount of NADBank Funds. In addition, Sponsor shall be responsible for paying any additional costs that are required in excess of NADBank Funds to cover the cost of the Work.

ARTICLE 2 SCOPE OF WORK

A. Sponsor agrees to expeditiously initiate and timely complete, in all respects, the Work as outlined in the work plan contained in Exhibit A (the "Work Plan" or "Scope of Work"), attached hereto and incorporated herein.

B. Sponsor agrees to make no change in the Work Plan without first submitting a written request to NADBank and obtaining NADBank's written approval of the required change and, if necessary, an amendment to this Agreement. Authorization from NADBank must be in accordance with the authorized representatives noted in the Execution of this Agreement section below or as authorized by NADBank's Managing Director in writing. Sponsor may not deviate from the approved Work Plan and budget without written approval from NADBank.

C. Sponsor will provide a specified budget and performance period in which to complete the Work. Sponsor, jointly with NADBank, will develop a performance and payment schedule. The performance schedule will ensure that all required tasks are incorporated into the milestone reviews. The payment schedule will complement the required activities to be accomplished. Depending on the complexity of the disbursement of the NADBank Funds because of matching by other institutions, a performance and payment schedule will be developed that assures effective controls and accountability for disbursed NADBank Funds. For projects where the NADBank Funds are combined with other funds, the schedule will need to adequately identify the sources of funding for specific tasks in order to ensure that the NADBank Funds are used solely for authorized purposes.

ARTICLE 3 PROCUREMENT OF SERVICES

A. Sponsor shall procure the professional or non-professional services required for the full and timely completion of the Work. Procurement of any professional or non-professional services will be in accordance with NADBank's procurement policies and procedures, which allow the Sponsor to use applicable public procurement arrangements, subject to NADBank's concurrence throughout the various stages of the process. Sponsor must consult with NADBank regarding the adequacy of any procurement related to the Work, which shall promote economy, efficiency, fairness, transparency, and open competition.

B. In procuring services and managing any contract for performance of the Work, Sponsor shall maintain the highest standard of conduct, avoiding any situation that may be perceived as a potential conflict of interest.

ARTICLE 4 EQUIPMENT

If this Agreement includes the acquisition of equipment with the NADBank Funds, Sponsor shall comply with the following requirements:

(i) Sponsor shall not use equipment acquired with the NADBank Funds to provide services to non-governmental entities or organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by NADBank, for as long as NADBank retains an interest in the equipment.

(ii) Sponsor shall use the equipment in the project for which it was acquired as long as needed, whether or not the project continues to be supported by the NADBank Funds, and shall not encumber the property without approval of NADBank. When no longer needed for the original project, Sponsor shall use the equipment in connection with its other activities.

(iii) During the time that equipment is used on the project for which it was acquired, Sponsor shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired.

(iv) When acquiring replacement equipment, Sponsor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of NADBank.

(v) Equipment records shall be maintained accurately and shall include the following information:

(a) A description of the equipment.

(b) Manufacturer's serial number, model number, national stock number, or other identification number.

(c) Source of the equipment, including the award number.

(d) Whether title vests in Sponsor or NADBank.

(e) Acquisition date (or date received if the equipment was furnished by NADBank) and cost.

(f) Location and condition of the equipment and the date the information was reported.

(g) Unit acquisition cost.

(vi) Ultimate disposition data shall be provided, including date of disposal and sale price or the method used to determine current fair market value where Sponsor compensates NADBank for its share.

(vii) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. A copy of the control system (Inventory) must be submitted to NADBank. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned or purchased by NADBank, Sponsor shall promptly notify NADBank.

(viii) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(ix) Where Sponsor is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

ARTICLE 5 SPONSOR OBLIGATIONS

A. Upon execution of this Agreement, the Sponsor agrees to:

i. Carry out the procurement of the professional or non-professional services necessary for execution of the Work, in accordance with the procurement plan developed in consultation with NADBank, and subject to NADBank's no objection.

ii. Contract a consultant to develop the Work (the "Consultant") by entering into a consulting agreement (the "Consulting Agreement"), which shall be subject to the no objection from NADBank.

iii. Provide NADBank, for its no objection, with a copy of the Consulting Agreement including any attachments and/or task orders with the Consultant. NADBank will not provide any payment of invoices to Sponsor or Consultant without receiving the original Consulting Agreement and any amendments thereto.

iv. Disburse, prior to the request for disbursement of NADBank Funds, the Sponsor Funds, pursuant to the terms of Article 1 of this Agreement.

v. Pay any costs associated with the Work which exceed the amounts defined in Article 1 of this Agreement and are necessary to ensure full completion of the Work.

vi. Obtain NADBank's written no objection prior to making any modifications or amendments to the Consulting Agreement, and to provide NADBank a copy of any such amendments once executed.

vii. Designate a project manager (the "Project Manager") who will ensure completion of the Work by the Consultant and work with NADBank as needed.

viii. Verify that the Work is on schedule and that the Consultant is in compliance with the approved schedule. Sponsor will provide NADBank a copy of the Consultant's most updated schedule of performance (with Gantt Chart if available) within ten (10) working days after receiving the executed original copy of the Agreement. The schedule may be updated only with written concurrence by NADBank, and a copy of a revised schedule will be provided to NADBank immediately thereafter.

ix. Provide all necessary information regarding the Work to NADBank, including information necessary for compliance with NADBank requirements related to public notice and access to information.

x. Comply with all federal and state regulations, policies, guidelines, and requirements with respect to the acceptance and use of the NADBank Funds and performance of the Work.

xi. Comply with all requirements of NADBank related to any project submitted by the Sponsor for consideration of certification and financing by NADBank.

xii. Verify that the Consultant is not barred from receiving federal or state funds.

ARTICLE 6 PAYMENT OF FUNDS

A. NADBank shall reimburse Sponsor for costs incurred in the development of the Work, up to the limit set forth in Article 1 herein.

B. NADBank shall make payments requested by Sponsor when NADBank determines, at its sole discretion, that expenditures have been properly documented and justified.

C. NADBank Funds will be disbursed periodically by NADBank to Sponsor, or through payments made directly to the Consultant hired by the Sponsor, and only upon receipt of invoices, receipts, or other form of payment request in compliance with the Consulting Agreement and the requirements of NADBank.

D. All requests for payment shall be submitted on the appropriate form as required by NADBank. Disbursement requests must specify the bank account to which funds will be transferred and must describe the Work concepts covered by such payment, attaching copies of contracts, invoices, and other supporting documentation, which must be certified by the Sponsor and Consultant. If payments will be made to Sponsor, bank account information shall be included in Exhibit B to this Agreement. For payments made to Consultant, Sponsor shall submit a disbursement request in accordance with the requirements of NADBank.

E. If the Work is not carried out in compliance with the approved performance schedule, Sponsor shall provide an explanation for delays in performance.

F. Sponsor shall only request payment of NADBank Funds consistent with the deliverables and payment provisions provided in the Consulting Agreement.

G. Sponsor shall invoice monthly for work completed by the Consultant. At no time will Sponsor exceed three (3) months without invoicing for tasks completed or without providing an explanation as to the reason for delays in performance of the Work.

H. Invoices are due and payable within 30 days of receipt of a properly submitted invoice, provided all applicable requirements of NADBank are met.

I. Final payment will be made by NADBank upon submittal of a final invoice by Sponsor. Sponsor must submit the final invoice in a period not to exceed 30 days from the date on which Sponsor receives formal notification by NADBank that the Work has been fully completed to the satisfaction of NADBank. Unless otherwise authorized by NADBank, submittal of invoices beyond the 30-day period may result in penalties applied to final payment in order to cover NADBank administrative costs.

ARTICLE 7 ALLOWABLE AND UNALLOWABLE COSTS

A. Eligible, allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement and the Work.

B. Allowable costs are those expenses that are incurred within the approved Scope of Work and funded in the budget for the Work.

C. Sponsor is restricted from using the NADBank Funds for advocacy purposes. Sponsor may not use the NADBank Funds for: (1) lobbying or influencing legislation before Congress; (2) partisan or

political advocacy purposes; or (3) an activity with an objective that could affect or influence the outcome of a regulatory or adjudicatory proceeding.

ARTICLE 8 INTELLECTUAL PROPERTY

Sponsor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under a grant award by NADBank. NADBank reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for NADBank functions and purposes, and to authorize others to do so at their discretion. Sponsor is subject to applicable regulations in the United States governing patents and inventions. NADBank has the right to: (i) obtain, reproduce, publish, or otherwise use the data first produced under an award; and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for environmental or public health reasons as determined by NADBank.

ARTICLE 9 AUTHORITY

NADBank and Sponsor each represent and warrant that they possess full legal authority to enter into and fulfill all the terms of this Agreement.

ARTICLE 10 TERM OF AGREEMENT

A. This Agreement shall commence on the latest date of execution by either of the parties hereto as authorized by the signatures in the Execution of this Agreement section below, and shall continue, unless earlier terminated pursuant to Article 12 of this Agreement, until Sponsor has completed the Work.

B. The Agreement and the obligations of the parties pursuant to the Agreement shall automatically terminate ten (10) months following the date of its execution unless specifically addressed by an amendment signed by the parties after proper justification by Sponsor for extension of the Agreement.

ARTICLE 11 RECORDS

A. **Records Maintenance:** Sponsor shall maintain and retain any books, records, documents, and other evidence in its possession sufficient to reflect all project costs incurred in the performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices in the country of origin. Sponsor shall ensure that any consultant(s) retained in connection with the Work shall maintain books, records, documents, and other evidence pertinent to the project or performance of Work under this Agreement or the Consulting Agreement, in accordance with generally accepted accounting principles and practices in the country of origin.

B. **Access**: NADBank, or its representatives or agents acting at the direction of NADBank, shall have access to such books, records, documents, and other evidence specified in Article 11(A) above for inspection, audit, and copying during normal business hours. Sponsor will make available such information and provide proper facilities for such access and inspection.

C. **Duration**: Books, records, documents, and other evidence maintained under Article 11(A) above shall be retained and made available for the duration of this Agreement and for three (3) years thereafter in accordance with accounting principles and practices. In addition, any records which relate to any controversy arising under this Agreement or relating to the Work, or to litigation or the settlement of claims arising under this Agreement or relating to the Work, shall be maintained, and made available until three (3) years after the date of resolution of such matter.

ARTICLE 12 TERMINATION

A. A party may terminate this Agreement by 30-day advance written notice (certified mail, return receipt requested, or private delivery service with confirmation of receipt) to the other party. Upon termination by NADBank, Sponsor may immediately withdraw any request for project certification and financing by NADBank and shall immediately inform the Consultant(s) of the termination.

B. If Sponsor breaches the Agreement, NADBank may suspend or cancel further disbursements of the NADBank Funds until such time as the breach is remedied to the satisfaction of NADBank, may terminate the Agreement, and may take any other remedial action available to it at law or equity. A breach of this Agreement resulting in termination shall occur in the event:

i. Sponsor defaults in the due observance or performance of any of its obligations under this Agreement, which failure remains unremedied for a period of thirty (30) days from the date Sponsor receives notice of such failure; or

ii. Sponsor ceases to pursue certification and financing of any project it has presented to NADBank, diligently, expeditiously, and in good faith; or

iii. The validity of this Agreement, or any material provision of this Agreement, is contested by the Sponsor or any governmental authority, or any section of this Agreement shall for any reason be invalid, ineffective, or unenforceable.

C. In terminating this Agreement because of a breach by Sponsor, NADBank may take any of the following immediate actions:

i. temporarily withhold payments pending correction of the deficiency by Sponsor;
ii. disallow (that is, deny both use of the NADBank Funds and any applicable matching credit) for all or part of the cost of the activity not in compliance;

iii. wholly or partly suspend or terminate the award;
iv. withhold further awards.

D. UPON TERMINATION OF THIS AGREEMENT BECAUSE OF BREACH BY SPONSOR, SPONSOR WILL REIMBURSE TO NADBank, WITHIN A REASONABLE PERIOD ESTABLISHED BY NADBank, ALL NADBank FUNDS THAT HAVE ALREADY BEEN CONTRIBUTED FOR PERFORMANCE OF THE WORK.

ARTICLE 13 NADBank IMMUNITY

NADBank shall have no liability (in tort, contract, or otherwise) to Sponsor, or any of their officers, employees, agents, or representatives for any claims, liabilities, losses, damages, or expenses arising out of any act or omission of NADBank or any of its directors, employees, agents, or representatives pursuant to this Agreement.

ARTICLE 14 INDEMNIFICATION AND RELEASE OF RESPONSIBILITY

To the extent permitted by law, Sponsor indemnifies and holds harmless NADBank and each of its directors, employees, agents, and representatives (collectively, "NADBank's Associated Persons") against any claims for death, personal injury, damages, or other relief against NADBank or NADBank's Associated Persons, including costs, expenses, and attorney's fees, resulting from negligent or willful acts or failure to act by Consultant. Notwithstanding the foregoing, nothing herein shall be construed as requiring Sponsor to levy a tax or create a sinking fund to fulfill its obligations hereunder.

ARTICLE 15 DISPUTES

If any dispute arises under this Agreement, the parties hereto shall consult with each other to reach resolution through consensus. In the event resolution by consensus cannot be achieved, the parties will submit to binding arbitration pursuant to a process to be determined by NADBank at its sole discretion, waiving all rights to resolution of the dispute by a court of law or other judicial proceeding.

ARTICLE 16 ASSIGNMENT

This Agreement may not be assigned to any person or entity by either party hereto without the written consent of the other party.

ARTICLE 17 BINDING

This Agreement shall bind the successors, assigns, and legal representatives of the parties hereto subject to the requirements of Article 16.

ARTICLE 18 AMENDMENTS

This Agreement may only be amended in writing by mutual consent of the parties hereto.

ARTICLE 19 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any oral representation or modification concerning this Agreement, including amendments, shall be of no force.

ARTICLE 20 REPRESENTATION

For the purposes of this Agreement, the representative and address for NADBank is Carlos G. Carranza Tornell, Director of Environmental Infrastructure Finance, 203 S. St. Mary's St., Suite 300, San Antonio, TX 78205, Tel: (210) 270-3985, E-mail: ccarranza@nadb.org. The representative for project management purposes for NADBank is Kari Bergman, Associate Director of Environmental Infrastructure Finance, Tel: (210) 231-4870, E-mail: kbergman@nadb.org.

The Sponsor's representative and address for notice purposes is Helen Ramirez, City Manager, City of Brownsville, 755 International Blvd., Brownsville, Texas 78520, Tel: (956) 238-0985, E-mail: Helen.Ramirez@brownsvilletx.gov. The project manager for the project shall be Gennie G. Garcia, Tel: (956) 541-4881, E-mail: Gennie.Garcia@brownsvilletx.gov.

ARTICLE 21 NOTICES AND COMMUNICATIONS

Notices and communications between the parties shall be mailed (certified mail or private delivery, return receipt requested), delivered by hand to the addresses specified in Article 20 above, or delivered by electronic mail, unless otherwise stipulated in this Agreement or agreed to in writing by the parties hereto. Notices and communications shall be deemed given on the date the notice or communication is postmarked or, if delivered by hand, received at the place of business of the other or, if delivered by e-mail, on the date sent.

EXECUTION OF THIS AGREEMENT:

A. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

B. The signers assume and understand all terms and conditions of this Agreement, and further certify that they have received signed copies of this Agreement on the date below.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, in duplicate originals in English, on the date set forth below.

NORTH AMERICAN DEVELOPMENT BANK

By: _____
Name: Carlos G. Carranza Tornell
Title: Director of Environmental Infrastructure Finance

DATE: 07/21/23

CITY OF BROWNSVILLE

By: _____
Name: Helen Ramirez
Title: City Manager

DATE: _____

APPROVED AS TO FORM
AND LEGALITY

_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

Exhibit A
Scope of Work

City of Brownsville

Feasibility and Planning Study for a Bus Rapid Transit (BRT) System

Scope of Work

A Brownsville Bus Rapid Transit (BRT) will allow for an enhanced form of transportation options and there is a need to develop a study to identify the transit options to improve connectivity to major employment centers. This study will consider the possibility of multiple bus rapid transit routes and corridors, alternative routes, enhanced platform stations or bus stops and alternative modes of transit services to major industrial and commercial employment centers.

This study should begin by reviewing previous land use and development plans, transit studies, and existing capital project plans to document opportunities for high-capacity transit in the City. Products of this study will be a feasibility and planning assessment for a high-capacity bus/BRT project which includes the purpose and need, recommended solutions to issues and problems, technical analyses, project concept plan, implementation, and funding plans.

At a minimum analysis of the following will be considered:

Analysis of Potential Ridership
Identification of Major Trip Generators
Identification of Alternative Service Options
Identification of BRT Corridors
Identification of Equipment, Technology, Maintenance Facilities, Infrastructure, Rolling Stock Requirements, and possible funding sources.

Task One: Study Management

1. Manage all work order activities listed in the project tasks including drafting meeting agendas and coordinating meetings, tracking action items and delivering monthly progress summaries and notes from coordination meetings.

2. Manage planning budgets, maintain study schedules, coordinate project efforts with City Departments, outside agencies, interested public and private organizations, and other partners as defined.

Deliverable: Project Management Plan and Project Meeting Record

Task Two: Information Review

1. Review recent and existing plans and studies to identify existing corridor transportation issues and possible solutions, including:
    a. BTX Mobility & Transit Plan
    b. Brownsville Sidewalk & Trails Master Plan
    c. Imagine Brownsville Comprehensive Plan
    d. Rio Grande Valley Metropolitan Planning Organization (RGV MPO) 2020 – 2045 Metropolitan Transportation Plan (MTP)
2. Review plans that the city has for public improvements as well as development projects.
3. Review land use, employment, other demographic information, and capital projects for use in the project.
4. Perform data collection and analysis which is required to determine the need of high-capacity transit to employers, private developers, and appropriate stakeholders, this should include surveys to private employers and stakeholder meetings.

    Data Collection and Evaluation to be considered:
    a. Existing and future corridor residential and employment densities.
    b. Environmental / ROW constraints.
    c. Existing and future roadway intersections.

Deliverable: Technical Memo – Existing Conditions

Task Three: Analyze Current Transit Services

The assessment of existing services and alternatives is required by the Federal Transit Administration (FTA) to determine the effect on transit user groups, transit route structures and facilities.

1. Evaluate and analyze current transit operations; identify issues and concerns with current services leading to the development of a purpose and need statement.
2. Analyze existing service, transit performance, schedules, ridership, boarding, amenities, public information, and customer experiences.
3. Summary/analysis of existing transit service issues.

Deliverable: Technical Memo – Existing Transit Services

Task Four: Public Involvement

1. Form Advisory Committee to assist with obtaining Community input throughout the study.
2. Seek input from institutions and local neighborhood associations.
3. Organize and lead community engagement activities to obtain input from the public.
4. Explore partnership opportunities through Public-Private Partnerships and other public and local government entities.

Deliverable: Technical Memo – Public Engagement Plan and Record of Public and Stakeholder Involvement

Task Five: Transit Alternatives

1. Identify conceptual high-capacity transit alternatives along with service and physical elements in nature to address purpose and need.
2. Identify potential market for transit alternative including both new and existing generators of demand.
3. Identify impact of alternative concept on overall transit ridership and existing route structures.
4. Identify alternatives that maximize the use of existing infrastructure and rolling stock.

Deliverable: Technical Memo – Definition of Transit Alternatives

Task Six: Conceptual Operation Plans

1. Defining the conceptual physical elements of the transit alternatives and proposed operating plans.
2. Define the opportunities to integrate proposed transit alternatives with existing networks.
    a. Full Bus Rapid Transit, Mixed Modes, Express Routes, etc.
3. Identify corridors to major employer hubs such as but not limited to: SpaceX, Port of Brownsville, Brownsville's Industrial Park, etc.
4. Identify potential connections to other transportation hubs that includes bike lanes, hike and bike trails, multiuse paths, etc.
5. Conduct assessments on technology, stations, fare collection, etc.

Deliverable: Technical Memo – Alternatives Definition

Task Seven: Costs, Funding, Next Steps

1. Prepare order of magnitude estimates for capital and operating cost for the initial concept projects.

2. Describe a range of potential transit applications and associated improvements for general review.
3. Identify potential policies (land use, economic development, capital projects, etc.) that might support or assist the implementation of identified transit alternatives.
4. Preliminary operating, maintenance, and capital cost estimates along with priorities for project implementation.
5. Identify possible funding needed to implement and operate the proposed service in FTA standard cost category.
    a. Federal Grants
    b. State Grants
    c. Competitive Grants
    d. Public-Private Partnerships (PPP)

Deliverable: Conceptual Operations Plan

Task Eight: Final and Draft Report

This study will result in a completed feasibility and planning assessment identifying whether one or more bus rapid transit routes should proceed with design and implementation.

Deliverable: Draft and Final Report with Implementation Plan and Schedule

Exhibit B
Bank Information

Beneficiary Name:	CITY OF BROWNSVILLE PUBLIC TRANSIT FUND
Bank Name:	PNC BANK
ACH Routing #:	071921891
Account #:	4949529179

Helen Ramirez
City Manager

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

Brownsville All-America City 2001 / 2014

January 13, 2023

North American Development Bank
Attn: Carlos Carranza
203 South St. Mary's, Suite 300
San Antonio, TX 78205

Dear Mr. Carranza,

The City of Brownsville and Brownsville Metro operates in an urbanized area of 216,000 population and provides 1.5 million passengers trips with 12 routes. With the growth of the City and the partnerships with industrial and commercial employment centers, there is a need of to better serve our riders and connect with major employment centers and provide better mobility options.

A Brownsville Bus Rapid Transit (BRT) will allow for an enhanced form of transportation options and there is a need to develop a study to identify the transit options to improve connectivity to major employment centers. This study will consider the possibility of multiple bus rapid transit routes and corridors, alternative routes, enhanced platform stations or bus stops and alternative modes of transit services to major industrial and commercial employment centers. Our estimated cost for the Brownsville BRT is $180,000.

Analysis of the following would be considered:

Analysis of potential ridership
Timeline estimation is 6 months
Identification of Major Trip Generators
Identification of Alternative Service Options
Identification of BRT Corridors
Identification of Equipment, Infrastructure, and Rolling Stock Requirements

We greatly appreciate the opportunity to be considered for the Bus Rapid Transit Study as it will allow Brownsville Metro to better identify transit options to improve access and connection to local resources. If you have any questions, please feel free to contact Gennie Garcia at gennie.garcia@brownsvilletx.gov or (956) 541-4881.

Sincerely,

Helen Ramirez, AICP
City Manager

Bus Rapid Transit (BRT) Study

Overview

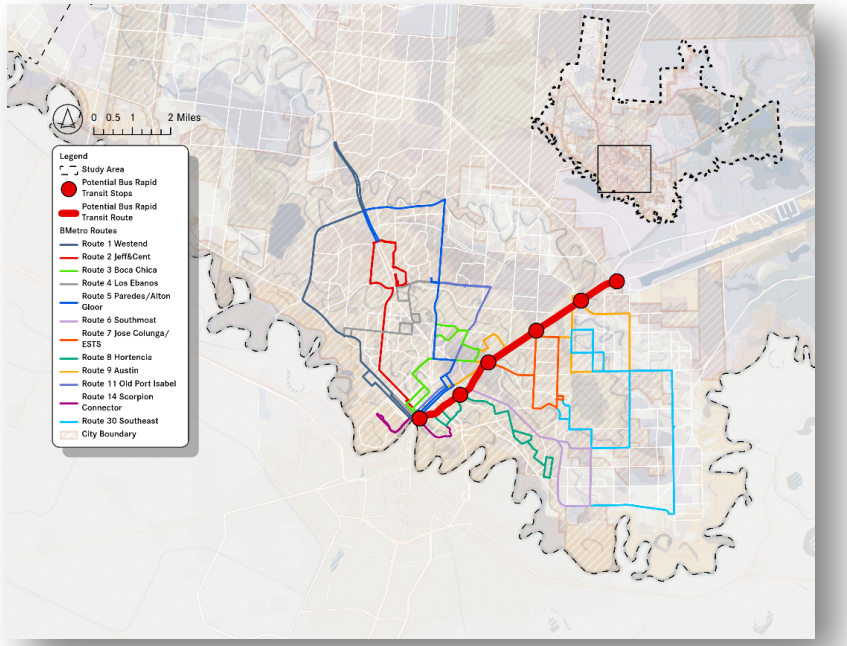
The City of Brownsville and the North American Development Bank (NAD Bank) will partner financially to help develop the Feasibility and Planning Study for a Bus Rapid Transit (BRT) system in Brownsville. NAD Bank will provide 90% of the cost of work ($162,000) with the city's local match of 10% ($18,000) totaling $180,000.

B-Metro Background

The City of Brownsville and Brownsville Metro operates in an urbanized area of 216,000 population and provides 1.5 million passengers trips with 12 routes. With the growth of the City and, the partnerships with industrial and commercial employment centers, there is a need of to better serve our riders and connect with major employment centers and provide better mobility options.

What is BRT?

Bus Rapid Transit (BRT) is a high-quality bus-based transit system that delivers fast and efficient service that may include dedicated lanes, busways, traffic signal priority, off-board fare collection, elevated platforms, and enhanced stations.



BRT Study

This study will consider the possibility of multiple bus rapid transit routes and corridors, alternative routes, enhanced platform stations or bus stops and alternative modes of transit services to major industrial and commercial employment centers.

Analysis of the following would be considered:

- Analysis of potential ridership
- Identification of Major Trip Generators
- Identification of Alternative Service Options
- Identification of BRT Corridors
- Identification of Equipment, Infrastructure, and Rolling Stock Requirements

Examples:

Houston, TX BRT

Richmond, VA BRT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Omar Ochoa, Building Official
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to authorize the City Manager to enter into a Master Service Agreement with LCT Software (Avolve Software Company) for DigEplan subscription to provide a fully integrated electronic plan review solution. (Planning & Redevelopment Department)

Summary:
LCT Software (Avolve Software Company) will provide DigEplan, a fully integrated electronic plan review solution to help automate and streamline plan review and permitting processes. DigEplan will be integrated into Accela to provide an efficient method to work with electronic plans that must be reviewed, commented upon, stamped, and rejected or approved. Accela users can instantly access plans and other supporting documents for analysis, viewing, annotation, and stamping, among others. This will streamline and accelerate workflows for the electronic review.

Project Scope and Analysis:
This is a fully integrated plan review solution with our permitting platform, Accela, that will allow users to work through the electronic plan review in a streamlined and transparent process.

Funding:

Source: 01-9110-8436

Amount: 70,000

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval of the Master Service Agreement with LCT Software (Avolve Software Company) for DigEplan.

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:

1. DigiPlan Binder

Between

LCT Software LLC
(an Avolve Software Company)

and

Brownsville, Texas

Master Services Agreement

www.digeplan.com

Parties

1. This Master Service Agreement (this "**Agreement**") is entered into as of the date of last signature (the "**Effective Date**") by and between LCT Software LLC a Florida corporation principally located at 4500, 140th Avenue North Suite, 101 Clearwater, FL 33762 (the "**Supplier"**), and City of Brownsville, Texas a home rule municipality principally located at 1001 E. Elizabeth Street, Brownsville, TX 78520 (the "**Customer"**.)

Background

a) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of subscribers
b) The customer wishes to use the Supplier's service in its business operations.
c) The Supplier has agreed to provide, and the customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

Agreed terms

1.1. **Definitions** - Unless otherwise defined in this Agreement, terms used herein have the same meanings as set out in the Exhibits to this Agreement (including any supplements or attachments thereto).

1.2. "**Optional Services**" refers to certain optional add-ons to the Subscription Service as may be offered by the Supplier from time to time.

1.3. ""**Professional Services**" refers to the implementation Partner's training, configuration and related services as set out in the Professional Services Terms.

1.4. "**Professional Services Terms**" refers to those additional Professional Services Terms and Conditions by the Partner to the Customer, outlined in a separate agreement

1.5. **"Subscription Service"** refers to DigEplan's cloud-based service designed to provide government entities with Integrated Electronic Plan Review.

1.6. **"Subscription T's & C's**" refers to the Subscription Terms and Conditions attached hereto at Exhibit C

2. Procurement of Services

Customer may purchase the Subscription Services by submitting orders in a form designated or approved by the Supplier (each, an "Order"), accepted forms of order submission may also involve procuring the Subscription Services from the Partner, at the discretion of the Partner and Customer.

Upon Order acceptance and subject to Customer's payment of the corresponding Subscription Services Fees, the Supplier will make the Subscription Services available to Customer.

2.1. **Governing Terms**. The Subscription Service will be subject to this Agreement and the Subscription T's & C's for the Subscription Period and number of End Users as specified in each Order. Any Optional Services will be subject to the Subscription Terms or such other documentation as designated by the Supplier.

2.2. **Order Acceptance**. No Order for Services will be deemed accepted by the Supplier unless and until the Supplier accepts such Order in writing. Any terms and conditions contained in any quote, invoice, purchase order or Order that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by the Supplier with explicit reference to the accepted terms and conditions. All Orders will reference this Agreement. Upon acceptance of an Order as provided above, it will become part of this Agreement.

2.3. **Adding End Users**. If Customer desires to increase the number of End Users that are permitted to use the Subscription Service, a new Order must be issued for the additional End Users. The Supplier may, in its discretion, allow or require the initial Subscription Period of newly-purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's pre-existing subscription(s).

2.4. **Optional Services**. Purchase of Optional Services from the Supplier will be subject to any price quote the Supplier provides to Customer and the Order procedure described above. As designated by the Supplier at the time of Customer's purchase, use of the Optional Services may be subject to additional terms and conditions beyond or in lieu of those in Exhibit C.

3. Fees and Payment for Services

3.1. **Fees**. Customer will pay all fees for the Services per the prices quoted to Customer by the Supplier and finalized via an Order, Unless expressly set out in an Order, price increases will not apply to any Order that has already been accepted by the Supplier. Except as otherwise agreed by the parties in writing, Services Fees are quoted and payable in United States dollars, and Customer's payment obligations are non-cancelable, and Fees paid are non-refundable.

3.2. **Invoicing and Payment**. The Supplier will invoice Customer in advance for the Services unless otherwise expressly agreed by the parties.

3.3. **Subscription Service fees** are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional End User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described in Section 2.3, then the Subscription fee for such additional quantity will be pro-rated accordingly. Optional Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order or governing terms. Subscription Service fees will be subject to an automatic annual increase by the percentage of the prior year's Subscription Service fees (the "Uplift") listed in the Order.

3.5. **Billing Info & Overdue Charges**. Customer is responsible for keeping the Supplier accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.6. **Overdue Payments**. If any amount owing by Customer under this Agreement for any of the Services is thirty (30) or more days overdue, the Supplier may, without limiting the Supplier's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order) so that all such obligations become immediately due and payable, suspend the Subscription Service and/or stop performance of the Professional Services until such amounts are paid in full.

3.7. **Taxes**. The Supplier's Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides the Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, the Supplier is solely responsible for taxes assessable against it based on the Supplier income, property and employees.

3.8. **Piggyback procurement**. Customer reserves the right to extend the terms and conditions of this solicitation to any and all other agencies be it federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non- profit agencies providing services on behalf of government, and/or state.

4. Term and Termination

4.1. **Term of Agreement**. Unless terminated earlier in accordance with Section 4.2, this Agreement commences on the Effective Date and will continue with respect to the Services as enumerated below:

4.1.1. **Subscription Service**. The Subscription T's & C's at **Exhibit C** will commence on the date listed under Initial Subscription Term or if provisioning of software takes place more than two (2) weeks after the subscription date under the Initial Subscription Term, the subscription start date will be updated to the provisioning date and communicated to the customer via email. The subscription period will last for one (1) year (the "Initial Subscription Period"). Thereafter, the Subscription Term will automatically renew for additional one-year periods (each a "Renewal Subscription Period") unless and until either party gives written notice of non-renewal at least sixty (60) days in advance. Customer must send written notice of non-renewal to **Accounts@lctsoftware.com** Should Customer not provide written notice of non-renewal at least sixty (60) days in advance, then Customer is obligated to pay for the subsequent renewal in full.

4.2. **Termination.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. The Services will be subject to additional termination provisions if and as designated in the respective Exhibits to this Agreement.

4.3. **Effect of Termination**. Termination or expiration of this Agreement will not terminate any then-current Customer Subscriptions to the Subscription Service (which will continue to be governed by the terms of **Exhibit C**, including the termination provisions set forth therein); provided, however, that in the case of termination of this Agreement by the Supplier for Customer's uncured breach of this Agreement, the Supplier may simultaneously terminate any such Subscriptions. Subject to the Professional Services Terms, termination of this Agreement will terminate all on-going and planned Professional Services.

5. Additional customer terms.

Any terms and conditions required by Customer under applicable statute, judicial order or agency policy will be as stated in this Section 5 (the "Additional Customer Terms"). Alternatively, the Parties may set forth Additional Customer Terms at Exhibit C to this Agreement as warranted under the

circumstances. Notwithstanding anything to the contrary in Section 6, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms. In the absence of any inclusion of Additional Customer Terms in this Section 5 or at Exhibit C, the parties agree that no additional contractual obligations are intended in respect of the Services provided hereunder.

This Agreement shall not be construed as creating any debt by or on behalf of the Customer and all obligations of the Customer are specifically contingent upon continued appropriations for payment hereunder. Accordingly, and in addition to any other authority to terminate this Agreement, if the governing body of Customer does not appropriate funds to continue paying for the goods and services to be provided under this Agreement, Customer may then terminate this Agreement as of the last day for which funds were appropriated. Unless provided otherwise by law or by this Agreement, Customer shall be obligated to pay all charges incurred before such a termination of this Agreement.

General

6.1 The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement.

6.2 In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. Each party specifies its address set forth above for receipt of notices under this Agreement. This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument.

Subscription Fees and Term

1. Subscription Fees

The initial yearly Subscription Fees shall amount to a total of $44,000.00 USD. This is based on 20 User Subscriptions. Subscription Fees will be subject to an annual 3% price increase.

2. Initial Subscription Term: 1 year, from July 1, 2023 and end June 30, 2024.

Exhibits List:
Exhibit A - Standard Support Policy
Exhibit B – Service Level Commitment
Exhibit C – Subscription Terms and Conditions
Exhibit D – Software Subscription and Professional Services Proposal

Signed on behalf of AGENCY NAME

APPROVED AS TO FORM AND LEGALITY

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

Signed ……..

Print Name ……..

Position ……..

Date ……

Signed by on behalf of LCT SOFTWARE LLC

Signed ……..

Print Name ……Derek Porter……

Position ……Chief Growth Officer……

Date ……May 5, 2023……..

Exhibit – A

Standard Support Policy

This LCT Software LLC's SaaS Support Policy ("Support Policy") is a policy governing the use of DigEplan's software-as- service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between LCT Software, LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of DigEplan's Service ("Customer"). This Support Policy may be updated from time to time by LCT Software at its sole discretion.

General Requirements and Hours of Operation

Ticketing Support: LCT Software will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service during normal business hours of Monday-Friday, 8:00 A.M. until 5:00 P.M. CST.

Telephone and E-mail Support: DigEplan's Customer Support Department, a live technical support facility, will be available to Customer from 8:00 A.M. until 5:00 P.M. CST Monday through Friday, excluding LCT Software LLC's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, LCT Software will make available to Customer certain technical information in DigEplan's online support database.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at LCT Software's discretion. LCT Software is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, LCT Software will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is not supplied by LCT Software, LCT Software disclaims all support obligations for such third-party software, unless expressly specified by LCT Software in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of LCT Software regular business hours stated above; (c) Support necessitated by external factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (d) Support of or caused by customizations (if outside of LCT Software's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (e) Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within LCT Software's direct control); (f) Support to resolve or work-around conditions which cannot be reproduced in LCT Software's support environment and (g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement). Any support services falling within these Support Exclusions may be provided by LCT Software at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by LCT Software

Support Classifications

Error Classification	Criteria
Critical Severity Issue (Priority 1)	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
High Severity Issue (Priority 2)	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
Medium Severity Issue (Priority 3)	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Minor loss of Service functionality or feature in question.

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Response Time: LCT Software shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. LCT Software will use reasonable means to repair the error and keep Customer informed of progress. LCT Software makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
Critical	1 Business Hour	Daily	LCT Software will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (**72**) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within four (**4**) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within seven (**7**) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

Exhibit B

SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment ("SLC") is a policy governing the use of LCT software-as-service products (individually or collectively, the "Service" or "DigEplan") under the terms of the LCT Software Master Services Agreement (the "Agreement") between LCT Software LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of LCT Software's Subscription Service ("Customer").

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. LCT Software reserves the right to change the terms of this SLC in accordance with the Agreement.

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

"Service Credit" is a dollar credit, calculated as set forth below, that LCT Software may credit back to an eligible Customer account.

"Unavailable" means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than ten (10) minutes;

The foregoing events must be verifiable or replicable by LCT Software or its designee. Availability of Accela APIs which are used by DigEplan to connect, is expressly excluded from this SLC.

Service Commitment

LCT Software will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the "Commitment"). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

Scheduled & Emergency Maintenance

LCT Software will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. LCT Software will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours' notice prior to Services unavailability due to planned maintenance. LCT Software's standard maintenance window will generally fall between the hours of 12:00 AM (00:00) and 5:00 AM [05:00] on a day of our choosing, local time.

In exceptional circumstances where updates may take more time than the weekly time slot, it may be necessary to run updates over w-ends.

LCT Software will endeavour to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

LCT Software will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

Service Credits Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0%	5%

LCT Software will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from LCT Software.

Service Credits may not be transferred or applied to any other account.

Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by LCT Software to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

Service Credit Requests

To receive a Service Credit, Customer must submit a claim in writing to accounts@lctsoftware.com

To be eligible for a Service Credit, the claim must be received by LCT Software in the calendar quarter in which the incident occurred and must include:

- the words "SLC Credit Request" in the subject line;
- the dates and times of each Unavailability incident that Customer is claiming; and
- the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric);
- Supporting evidence from the support service desk

If the Monthly Uptime Percentage of such Service Credit request is confirmed by us and is less than the Service Commitment, LCT Software will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by LCT Software. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

SLC Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of LCT Software's best practice recommendations), configuration changes by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within LCT Software's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, LCT Software may issue a Service Credit with consideration to pertinent factors as assessed by LCT Software in its sole discretion.

EXHIBIT C

Subscription Terms & Conditions

Purchase or use of the Service (defined below) is subject to these Subscription Terms and Conditions (these "**Terms**").

1. DEFINITIONS

"**Agreement**" means these Terms and, if applicable, the written master service agreement or other written agreement between Customer and LCT Software LLC that incorporates these Terms by reference.

"**Communication Data**" means any and all information transmitted, shared, or exchanged between Customer and any End User, or between End User and any third party (including any third-party network or website), using the Service, with respect to any transaction or other communication enabled by the Service, but excluding Security Data.

"**Customer**" means the entity that purchases a subscription to the Service, directly from LCT Software or through an authorized reseller, distributor, or other channel partner of LCT Software.

"**End Users**" means individuals who are authorized by Customer to use the Service and for whom Customer has purchased a subscription to the Service. End Users may include but are not limited to Customer's employees, contractors and agents. Each End User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Service.

"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"**Optional Services**" mean the optional add-ons to the Service that may be available for purchase either directly from LCT Software or through an authorized reseller or partner of LCT Software, as more particularly described or identified in the applicable Order.

"**Order**" means written orders to purchase subscriptions to use the Service (or, where applicable, to purchase Optional Services).

"**Security Data**" means any and all information provided by Customer or any End User to establish secure transmissions through use of the Service, including but not limited to personal information, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

"**Service**" or "**Subscription Service**" means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from LCT Software or through an authorized reseller or other partner of LCT Software, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Service may be inclusive of application programming interfaces (APIs) developed by LCT Software to enable interaction and integration with the Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Service" will be deemed to include any and all Optional Services.

"**Software**" means any software (including client software for End Users' devices) that LCT Software makes available for download or otherwise provides for use with the Service.

"**Subscription Period(s)**" means the duration of Customers and End Users active, paid access to the Service, as designated in the Order(s).

"Supported Modification" means a configuration of or modification to the Service requested by Customer that can be consistently supported by LCT Software via APIs, does not require direct database changes and is capable of being tested and maintained by LCT Software.

2. AUTHORIZED USERS. Only End Users may access or use the Service under Customer's account. Each End User may use any reasonable number of compatible devices for purposes of accessing the Service; provided that, LCT Software reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. Unless expressly authorized by LCT Software, End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new End Users. The number of End User subscriptions purchased may be increased (under a new Order) but cannot be decreased during any Subscription Period.

3. USE OF THE SERVICE

3.1. **LCT Software's Responsibilities**. LCT Software will: (i) provide to Customer support related to the Service in accordance with the LCT Software Support Terms accessible at **https://zdrive.eu/gVe** (which URL location and content may be updated from time to time by LCT Software) and (ii) provide the Service only in accordance with applicable laws and government regulations.

3.2. **Customer's Responsibilities**. Customer will (i) be responsible for meeting LCT Software's applicable minimum system requirements for use of the Service; (ii) be responsible for End Users' compliance with these Terms and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify LCT Software promptly of any such unauthorized access or use, and (v) use the Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by LCT Software to Customer.

3.3. **Prohibitions.** Customer will not, and will ensure that its End Users do not, (i) make the Service available to anyone other than End Users; (ii) sell, resell, rent, lease or transfer the Service in whole or in part to any third party (including Customer affiliates) without the express permission of LCT Software and execution of designated transfer documentation; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any related systems or networks; or (vii) obtain intellectual property rights to the use of any component of the Services (inclusive of APIs).

3.4. **Software**. End Users may need to download and install client Software (as made available by LCT Software or other third party authorized by LCT Software) on each device through which they intend to use the Service. All use of such Software will be governed by terms of the applicable license agreement or terms of use that accompanies or is made available in connection with the Software. Customer acknowledges that each End User (or authorized Customer representative) must accept such license agreement, and have Service-compatible device(s), to download, install, and/or use the Software. Nothing in these Terms will be deemed to grant to Customer rights of any kind in the Software.

3.5**. Security Data and Privacy**. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the Service. In addition, Customer acknowledges that LCT Software generally does not have access to and cannot retrieve lost Security Data. If Customer loses Security Data, Customer may no longer have access to the Service. Customer agrees that: (i) Customer (or its End User) is solely responsible for collecting, inputting and updating all Security Data; (ii) LCT Software assumes no responsibility for supervision, management or control of Customer's and End Users' Security Data; and (iii) LCT Software assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Service.

4. **PROPRIETARY RIGHTS**

4.1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, LCT Software reserves all rights, title and interest in and to the Service and any associated Software and documentation, including all

related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. **Restrictions**. In addition to the other prohibitions set forth in these Terms, Customer will not and will ensure that its agents do not (i) create derivate works based on the Service, (ii) copy, frame or mirror any part or content of the Service, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with LCT Software's applicable documentation, (iii) reverse engineer the Service, or (iv) access the Service (inclusive of any APIs) in order to build or patent a competitive product or service or to copy any features, functions or graphics of the Service.

4.3. **Communication Data Ownership**. Customer reserves all its rights, title and interest in and to the Communication Data. No rights are granted to LCT Software hereunder with respect to the Communication Data, except that LCT Software may (i) store, copy, process, and transmit such Communication Data for purposes of providing the Service to Customer and (ii) otherwise utilize Communication Data if and as permitted by the LCT Software's Privacy Policy.

4.4. **Customer Suggestions**. Customer grants LCT Software a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service (or LCT's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End Users relating to the operation or features of the Service.

5. **CONFIDENTIALITY**

5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is available to the public pursuant to applicable law.

5.2. **Protection**. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including LCT Software's Privacy Policy), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and

(ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with these Terms.

5.3. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

6. **WARRANTIES AND DISCLAIMERS**

6.1. Specifications. Subject to the limitations set forth below, LCT Software warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and LCT Software's entire liability for any breach of the foregoing warranty, LCT Software will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.

6.2. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCT SOFTWARE DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LCT SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LCT Software will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than LCT Software or LCT Software's designee; (iv) use of the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and LCT Software documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

7. **MUTUAL INDEMNIFICATION**

7.1**. Indemnification by Customer**. To the extent permitted by applicable law, Customer will defend (or settle), indemnify and hold harmless LCT Software, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which LCT Software is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) LCT Software providing Customer with prompt written notice of such claim; (b) LCT Software providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7.2. **Indemnification by LCT Software**. Party will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by LCT Software hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. LCT Software's obligations under this Section 7.2 are contingent upon:

(a) Customer providing LCT Software with prompt written notice of such claim; (b) Customer providing reasonable cooperation to LCT Software, at LCT Software's expense, in the defense and settlement of such claim; and (c) LCT Software having sole authority to defend or settle such claim. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF LCT SOFTWARE AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. LCT Software will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by LCT Software, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by LCT Software.

7.3. **Mitigation Measures**. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) LCT Software's right to provide the Service is enjoined or in LCT Software's reasonable opinion is likely to be enjoined, LCT Software may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, LCT Software will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination.

8. **LIMITATIONS OF LIABILITY.** EXCEPT THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 7.1 AND 7.2, IN NO EVENT WILL PARTY'S LIABILITY TO OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT.

8.1. **Exclusion of Damages**. NEITHER PARTY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.2. **Security and Other Risks**. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

Subject only to its limited warranty obligations set forth in Section 6, LCT Software will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will, to the extent permitted by applicable law, indemnify LCT Software and hold it harmless against those risks.

8.3. **Basis of Bargain**. THE LIMITATIONS OF LIABLITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LCT SOFTWARE AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. **SUBSCRIPTION PERIOD AND TERMINATION**

9.1. Term of End User Subscriptions. End User Subscriptions purchased by Customer commence on the start date specified in the applicable Order and, unless terminated earlier in accordance with these Terms, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing there on may be subject to prorating where LCT Software deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least thirty (30) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by LCT Software and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Service will terminate at the end of the relevant Subscription Period.

9.2. **Termination or Suspension for Cause**. A party may terminate any Subscription for cause upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, LCT Software may, at is sole option, suspend or terminate Customer's or any End User's access to the Service, or any portion thereof, immediately if LCT Software, in its sole discretion: (i) if suspects that any person other than Customer or an End User is using or attempting to use Security Data, (ii) suspects that Customer or an End User is using the Service in a way that violates these Terms and could expose LCT Software or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

9.3. **Effect of Termination**. Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing LCT Software to provide a copy of Customer's data and associated

documents in a database dump file format. LCT Software will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at LCT Software then-current time-and-materials rates; and (b) pays any and all unpaid amounts due to LCT Software.

9.4. **Surviving Provisions**. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions) and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. **GENERAL**

10.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 10.1).

10.2. **Governing Law and Jurisdiction**. This Agreement and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action related to the Service or this Agreement will be the state and federal courts located in Cameron County and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3. **Compliance with Laws**. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit End Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

10.4. **Relationship of the Parties**. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

10.5. **Waiver and Cumulative Remedies**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.6. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

10.7. **Assignment**. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of LCT Software. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.8. **Publicity**. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Service use, LCT Software may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on LCT Software's websites and marketing materials to identify Customer as LCT Software's customer, and for providing the Service to Customer; provided that, LCT Software will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

10.9. **Force Majeure**. The Parties will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of the Party.

10.10. **Entire Agreement.** These Terms, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null.

FULLY INTEGRATED
ELECTRONIC PLAN REVIEW

DigEplan is purpose-built for government permitting, providing *a fully integrated (embedded) easy-to-use electronic plan review solution* that helps automate & streamline permitting services. With rapid deployment options, DigEplan ensures customers are quick to realize a return on investment.

DigEplan removes the challenges of redundant manual processes while enhancing your agency's productivity in issuing permits. Utilizing a simple and cost-effective pricing model while providing a robust set of features, DigEplan stands out as the electronic plan review solution offering the most value to government agencies throughout North America.

The DigEplan Advantage

DigEplan for Accela

DigEplan, electronic plan review for Accela provides an efficient, flexible, and secure method for states, counties and cities to streamline electronic plan review and accelerate permit application processes.

DigEplan enables Accela users to efficiently work with electronic plans that need to be viewed, commented upon, stamped, and rejected or approved. Accela users can instantly access plans and other supporting documents for analysis, viewing, annotation, stamping, printing, and archiving.

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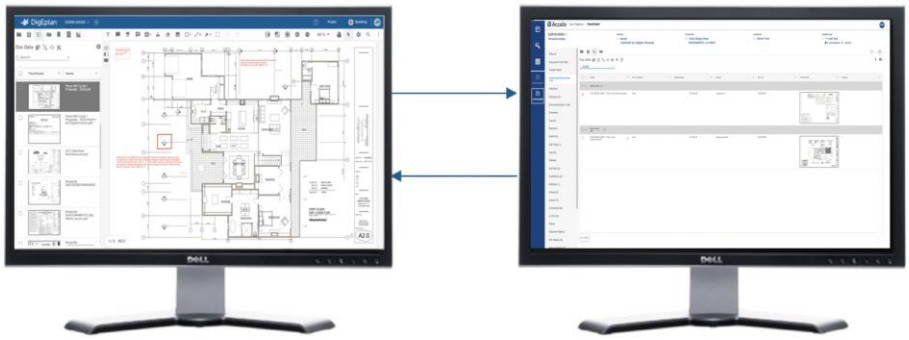

DigEplan is fully integrated to Accela so all interactions with the plans are recorded and available in Accela to create a seamless and efficient end-to-end permitting service

Reduce complexity and simplify your IT real estate

DigEplan for Accela does not require a separate portal, workflow, database, client installs, or file upload / download. It is fully integrated into your Accela document management, screens, workflows and tasking, reducing complexity and providing an integrated user experience. Managing duplicate functionality for workflow, document management and portals alongside complex third-party integrations is an overhead on day-to-day operations and creates complexity in customer support.

Lightening performance and reliability removing the need to triage plans

DigEplan's performance is comparable with desktop PDF viewing applications, but with all the advantages of full integration. This allows organizations to work with large plan sets experiencing high performance for page loads and sheet navigation with engineering grade reliability. No more wait time, file opening issues or triage for plans required.

Remove inefficient, non-integrated PDF desktop tools

Permit applications are typically reviewed by multiple departments within a city and external stakeholders. Traditionally, with paper-based processes or non-integrated desktop PDF tools, reviews were completed in a consecutive manner with the application being passed around to each reviewer. Desktop-based PDF tools require users to download and upload plans, and supporting documents, alongside a significant amount of manual data entry. This slow and inefficient practice leads to delays and less than timely approvals.

Using a fully integrated electronic planning review tool for Accela, reviewers can simultaneously review planning applications without any downloads, add their digital comments, and redlines at the same time. This serves to standardize, streamline and accelerate workflows for the electronic planning process.

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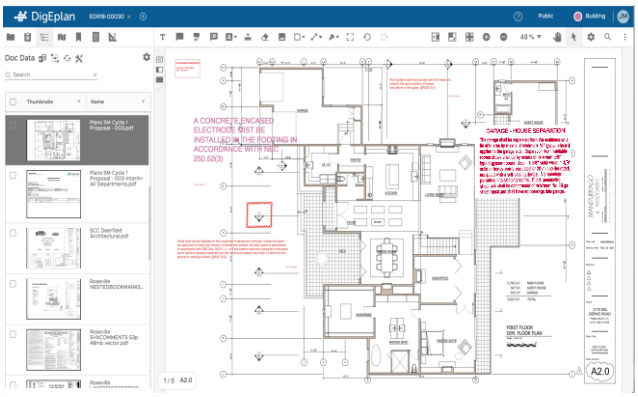
DigEplan for Accela provides a rich set of engineering grade annotation features that allow reviewers to communicate, comment and add in-context observations and instructions, directly within plans and supporting plan documents.



DigEplan enables users to work with electronic plan workflow review cycles directly from Accela

Instantly analyze resubmitted plans with the comparison and overlay function

The compare capability allows users to instantly determine what has been added, removed, or changed in documents. This is particularly useful during the review of resubmitted plans or documents. Hard to spot differences between the original file and subsequent resubmittals can be easily identified, saving time and quickly catching accidental or intentional changes beyond what was requested.

Quickly and easily spot hard to see differences in subsequent review cycle

Increased productivity and simplified submission standards with sheet management

DigEplan supports the management of plans at a sheet level, removing the need to force applicants to resubmit entire plan sets at each cycle, or requiring plans to be split on upload, which is complicated and cumbersome.

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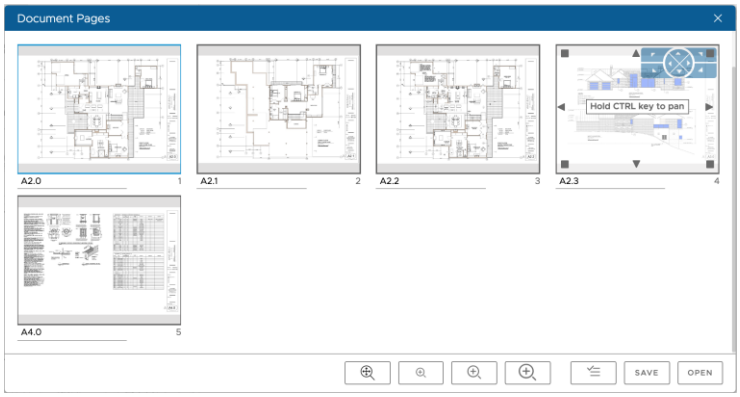
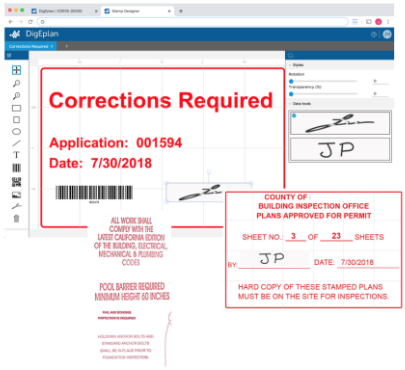


Sheet management is automatic with DigEplan, so applicants and plan reviewers do not need to split plans on in-take

Intelligent and batch stamping processes

Reviewers can apply Intellistamps to electronically sign and stamp document sets with attributes from Accela. Intelligent stamps retrieve and insert information from Accela, enabling quick approvals and digital sign-off. The sign-off stamp contains information about the annotation author, CASE ID, date and time of creation, providing a reliable audit trail of changes and approvals.



DigEplan Intellistamps uses Accela meta-data that supports electronic stamping and sign-off

Automatically extract correction comments from plan review cycles; combined with the plans with revisions required sheets

Once a document has been reviewed in DigEplan for Accela, the details of any correction comments can be extracted from the marked-up plans and used to populate the Accela comment tracking module and report. This allows comments to be tracked through multiple review cycles.

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Investing in Innovation

DigEplan is committed to maximizing your agency's investment in your permitting system of record. To that end, DigEplan has developed new features that go well beyond a typical electronic plan review solution by enhancing the functionality within Accela.

Digital Projects

Digital Projects, also known as the Digital Project Coordination Room, gives customers the choice to use Citizen Access for interactive issues on commercial grade projects. This feature is fully integrated to Accela Citizen Access and the Accela back office to support regulatory processes that may require additional features including plan intake checks for digital signatures, page orientation, sheet references and password protection.

This ability to digitally manage the review cycles and issues, from within Accela, has the potential to eliminate the correction letter.

File Submission Analyzer

DigEplan's File Submission Analyzer is embedded in your Accela portal and provides real time feedback to your applicants. Applicants can fix issues before submitting their documents, completely eliminating the cost and time spent in administering bad data. DigEplan helps to improve your permitting experience to your customers by ensuring a smoother process and quicker permit issuance.

Enhanced Document List Viewer

DigEplan's Enhance Document List Viewer provides an enhanced set of features for the Accela back office, improving user experience and saving time. Users can search, group, categorize and save views, simplifying the way they interact with documents and plans, straight from the Accela back office.

The Enhanced Viewer for Accela can be added for non-plan reviewers for use cases requiring view and checking, as well as other common tasks. Redaction and a document compiler are available to support the removal of sensitive information and to augment document-based information for FOIA requests.

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DigEplan Pricing

# of Users	Annual Cost*
20	$44,000 USD

*3% uplift annually
*Additional user license - $2,200

One-Time Services Costs

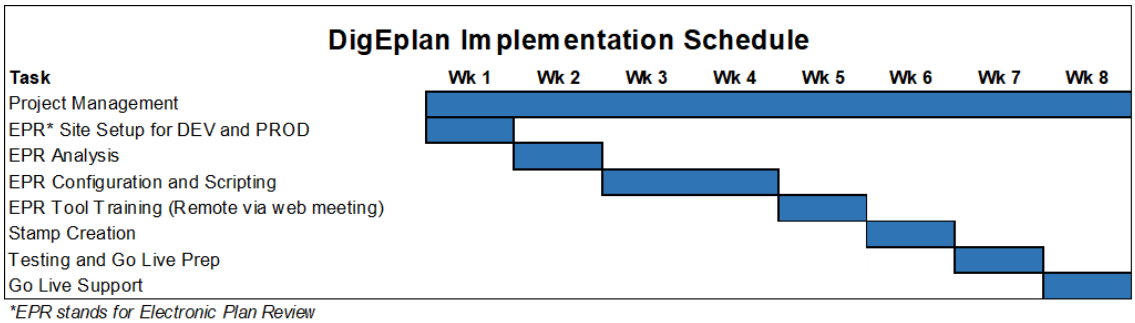
$24,800 implementation fee + $1,200 provisioning fee

A draft project timeline with key tasks is provided below. Please note that the initial project schedule will be developed in conjunction with Customer staff. Timing for the project is based on several variables and may differ after kick-off. A mutually agreeable timeline will be determined during the project kickoff process.

In addition to project management and analysis effort, all DigEplan implementations consist of:

- Configuration
- Training
- Testing and Go Live Prep
- Go Live Support

DigEplan implementation is scheduled for eight (8) weeks.



EPR stands for Electronic Plan Review

Benefits of DigEplan Implementation Approach:

- Low risk & efficient schedule
- Goal oriented plan
- Deep end-user training
- Integrated ongoing support*

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**Ongoing product support is included as part of the annual software licensing fee.*

Appendix

About Avolve Software

Avolve and DigEplan merged in March 2022, creating the largest provider of electronic plan review software. Operating under the Avolve Software brand, offering a robust and growing product suite with the most extensive experience in the industry.

Avolve has a comprehensive, flexible electronic plan review suite of products that can support your municipality as it grows and evolves over time. Departments within your municipality can select the plan review solution that best fits their unique requirements, but now each plan review solution will be supported by one cohesive company.

What makes Avolve the clear choice for all your municipality's electronic plan review needs?

- Far and away the global leader in electronic plan review
- 30+ years of GovTech experience
- 250+ customers across five (5) countries
- 40% of the largest U.S. cities are customers
- Over 1M plan reviews processed
- 15+ government platform vendor partners
- 98% of customers recommend us
- Modern and scalable technology
- Solutions for jurisdictions of all sizes, from small towns to large metropolitan areas, we have a comprehensive eplanning technology stack that will meet your needs now, tomorrow, and far into the future

Why Electronic Plan Review?

Once an afterthought for most municipalities, *integration* between permitting and plan review technology is now a fundamental requirement to effectively digitize your permitting and plan review operations.

Agencies across North America are in search of *purpose-built government* eplanning solutions that enhance the overall community development efforts, by accelerating time to permit and thus time to revenue.

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With a fully integrated electronic plan review solution, municipalities can dramatically improve efficiencies and the user experience for applicants and plan reviewers.

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EXEMPT PROCUREMENT FORM

Purchases from $3,000.01 to $49,999.99

Date: June 30, 2023 Dollar amount $ 70,000 Requisition # 202301180

Department Requesting Procurement: Planning and Redevelopment Services

Point Of Contact: Ángel Sánchez Vendor's Name: LCT Software (an Avolve software company)

Applied Exemption:

- ☐ Emergency procurement **(Must include memo from end user department for City Manager approval)**
- ☑ Exemptions ***(select one of the provisions listed below)*** *Local Government Code §252.022*
  - ☐ Procurement necessary to preserve or protect the public health or safety of the Municipality's residents.
  - ☐ Procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
  - ☐ Procurement for personal, professional, or planning services; (Training)
  - ☐ Purchase of land or right-of-way.
  - ☐ Personal Property sold at an auction by a state licensed auctioneer
  - ☐ Under an Inter-local contract for cooperative purchasing *(L.G. Code § 271.102 & Government Code §791.025)*
  - ☐ Goods (commodities) purchased by City for subsequent retail sale.
  - ☐ Advertising; other than legal notices.
  - ☑ *Goods & services that is available from ***only one*** Source, including: ***(Select one of the sources listed below)***
    - ☑ * Patents, Copyright, Secret processes and/or Natural Monopolies
    - ☐ * Films, manuscripts, or books
    - ☐ *Captive replacement parts or components for equipment
    - ☐ *Books, newspaper, and other library materials with exclusive distribution rights
    - ☐ *Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Must provide a description of the exemption purchase & Include Inter-local Contract # (If Any):

Department Director Approved signature: _____ Date signed: 7/6/2023

City Manager Approval (Emergency Procurement only)	**Procurement Approval:**
Reviewed by: _____	Reviewed by: _____
Approved_____Denied_____Date: _____	Approved_____Denied _____Date: _____
Comments: _____	Comments: _____

***Attach the Sole Source Affidavit (Completed by Vendor)**

City of BROWNSVILLE On the Border By the Sea Texas

Financial Services

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Jay Mayne, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jay Mayne. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: LCT Software (an Avolve Software company).
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   DigEplan software products and services
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why it is a sole source provider (dated and signed).
5. There is/are no other like item(s) product(s), or services available for purchase that would serve the same purpose or function.
6. **Note: I understands that by providing false information on this Sole Source Affidavit, we may be considered a non-responsive Vendor on this and future purchases and may result in discontinuation of any/all business with the City of** Brownsville.

Signature

SUBSCRIBED AND SWORN to before me on this 27 day of June, 2023.

KRISTEN MOLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194041709
MY COMMISSION EXPIRES NOVEMBER 04, 2023

NOTARY PUBLIC

Kristen Mole
PRINTED NAME

November 04, 2023
MY COMMISSION EXPIRES

COMPANY NAME: LCT Software (an Avolve Software company)

ADDRESS, CITY, STATE & ZIP CODE 4500, 140th Avenue North Suite, 101 Clearwater, FL 33762

PHONE: (602) 714-9774 FAX NUMBER:

CONTACT NAME AND TITLE: Bob Emery

WEB ADDRESS: https://avolvesoftware.com/ EMAIL: bemery@avolvesoftware.com

FEDERAL TAX ID NUMBER: 47-1071785 TEXAS SALES TAX NUMBER:

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, July 18, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Rick Vasquez, Planning and Redevelopment Director

Subject: Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and ACTION for LCT Software (Avolve Software Company) for DigEplan subscription for the City of Brownsville. DEP-124-0823

At the request Mr. Rick Vasquez, Planning and Redevelopment Director, the Procurement Division requested to invoke the Texas Local Government Code Section §252.022-(7) **GENERAL EXEMPTION** (7) a procurement of items that are available from only one source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

- **20 Users for an annual cost of $44,000**
- **Implementation fee of $24,800 plus provisioning fee of $1,200 (one-time cost)**

PROCUREMENT SUMMARY: LCT Software (Avolve Software Company is eligible under this procurement for LCT Software (Avolve Software Company) for DigEplan for the City of Brownsville. In the Amount of $70,000 Per year. (Exhibit A)

DigEplan Pricing

# of Users	Annual Cost*
20	$44,000 USD

*3% uplift annually
*Additional user license - $2,200

One-Time Services Costs

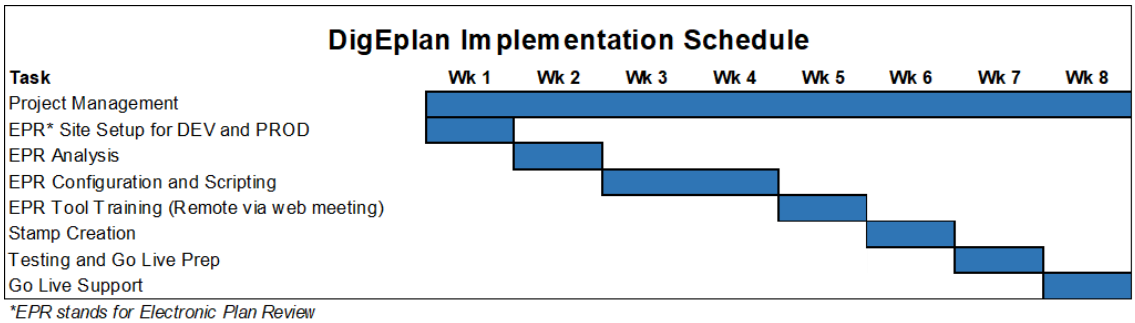
$24,800 implementation fee + $1,200 provisioning fee

A draft project timeline with key tasks is provided below. Please note that the initial project schedule will be developed in conjunction with Customer staff. Timing for the project is based on several variables and may differ after kick-off. A mutually agreeable timeline will be determined during the project kickoff process.

In addition to project management and analysis effort, all DigEplan implementations consist of:

- Configuration
- Training
- Testing and Go Live Prep
- Go Live Support

DigEplan implementation is scheduled for eight (8) weeks.



EPR stands for Electronic Plan Review

Benefits of DigEplan Implementation Approach:

- Low risk & efficient schedule
- Goal oriented plan
- Deep end-user training
- Integrated ongoing support*

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**Ongoing product support is included as part of the annual software licensing fee.*

Appendix

About Avolve Software

Avolve and DigEplan merged in March 2022, creating the largest provider of electronic plan review software. Operating under the Avolve Software brand, offering a robust and growing product suite with the most extensive experience in the industry.

Avolve has a comprehensive, flexible electronic plan review suite of products that can support your municipality as it grows and evolves over time. Departments within your municipality can select the plan review solution that best fits their unique requirements, but now each plan review solution will be supported by one cohesive company.

What makes Avolve the clear choice for all your municipality's electronic plan review needs?

- Far and away the global leader in electronic plan review
- 30+ years of GovTech experience
- 250+ customers across five (5) countries
- 40% of the largest U.S. cities are customers
- Over 1M plan reviews processed
- 15+ government platform vendor partners
- 98% of customers recommend us
- Modern and scalable technology
- Solutions for jurisdictions of all sizes, from small towns to large metropolitan areas, we have a comprehensive eplanning technology stack that will meet your needs now, tomorrow, and far into the future

Why Electronic Plan Review?

Once an afterthought for most municipalities, *integration* between permitting and plan review technology is now a fundamental requirement to effectively digitize your permitting and plan review operations.

Agencies across North America are in search of *purpose-built government* eplanning solutions that enhance the overall community development efforts, by accelerating time to permit and thus time to revenue.

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With a fully integrated electronic plan review solution, municipalities can dramatically improve efficiencies and the user experience for applicants and plan reviewers.

End of Exhibit A

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Modernize Your Agency's Electronic Plan Review with DigEplan and Enhance Your Overall Permitting Service

Desktop based mark-up tools provide a cheap solution for plan review, but there are significant hidden costs and significant governance issues.

DigEplan's integrated plan review solution has significant advantages compared to desktop based mark-up tools that have complicated plan review processes, numerous manual steps and data entry that create errors and omits audit information.

- DigEplan never splits, alters or allows the original plans, sheets, content and supporting documents to be altered and in addition all transactions are logged for audit purposes should any legal procedures need to be executed in the future or disputes arise.

- Without a fully integrated electronic plan review solution users are forced to conduct manual steps, creating a higher propensity for errors and time-wasting operations. DigEplan eliminates 95% of the manual keying and data entry due to its deep integration.

- Desktop and cloud management for IT is required for desktop-based mark-up tools. DigEplan is cloud based and only requires a standard web browser

- File downloads / uploads / downloads / uploads for collaboration is required with desktop-based mark-up tools. DigEplan works directly from the system record removing entirely the need to work outside of the system of record.

- With desktop-based mark-up tools simultaneous mark-up requires co-ordination and the creation of different collaboration sessions outside of the workflow of your permitting system. DigEplan is fully integrated to your agency's permitting workflows, records, tasking, plans and documents and live collaboration and simultaneous mark-up is a single click away.

- DigEplan provides a significant enhancement for users when working with plans and documents, which enables efficient grouping, searching and data views.

- DigEplan's intelligent stamps use the system meta and record data to automatically update the stamp information and there are numerous time saving location features.

- DigEplan automatically generates the corrections reports, combining the permitting system's data, mark-ups and plans in Excel or PDF using straightforward configurable templates. This helps avoid audit data loss due to non-integrated corrections reports.

- DigEplan supports use of general comments which are applied on the plans and created at the record level. These comments are separated in the corrections reports.

- DigEplan has a concept of all record mark-ups, so users can instantly access mark-ups and the sheets on which they reside in a single mouse click.

- Sheet management requires complex and additional software in desktop-based mark-up tools. DigEplan sheet management works out of the box directly from the system of record without requiring any additional software or manual steps.

- DigEplan is cloud based and employs a constant deployment model, where new features and functions are added. We have numerous examples of customer led enhancements that have been suggested and available within 30 days.

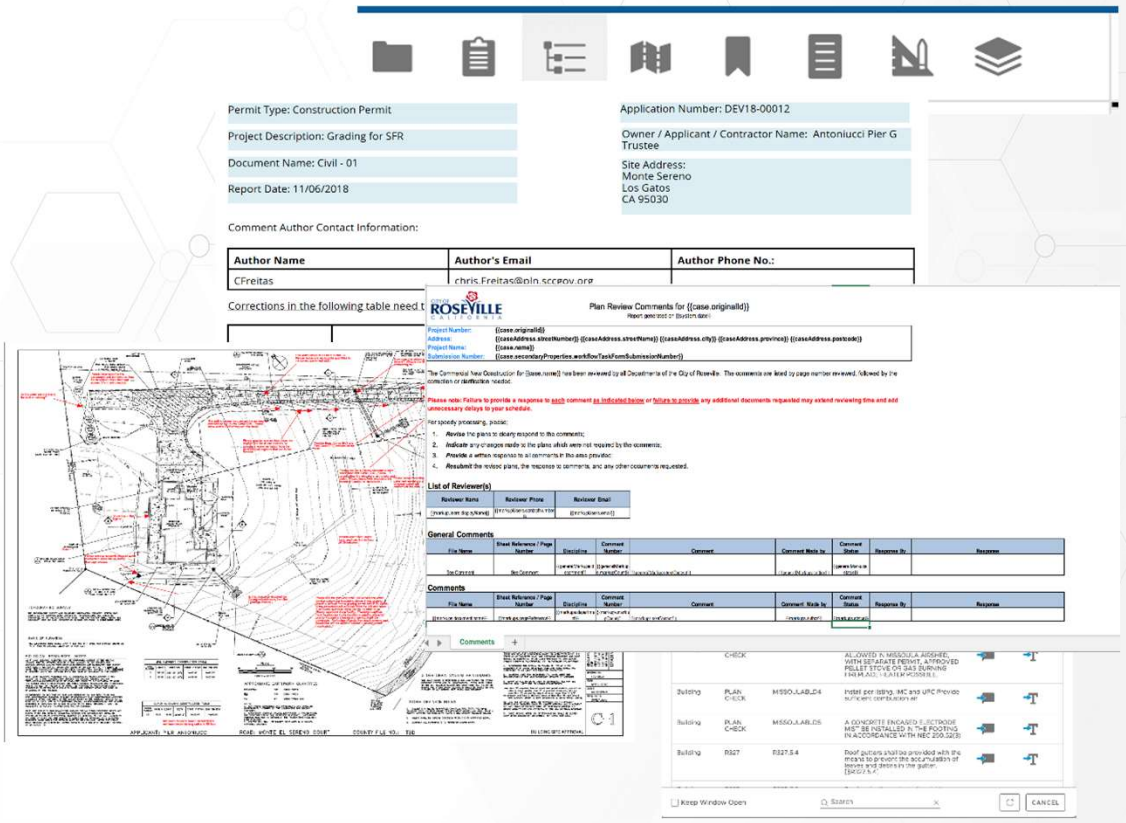
Why DigEplan?

- 100% integrated to the Citizen Portal and Backoffice
- 100% cloud based with no desktop install
- Provides automated file validation for file integrity, saves time for applicants and government staff
- Unlimited concurrent real time reviewers
- Multiple sheet comparison or overlay options
- Supports sheet level versioning, slip sheeting and removal of single pages
- Has a rich set of markup features
- Robust Stamp creation tool that can pull data from your permitting system, barcodes, signatures onto stamps
- Quick to implement
- Easy to use w/ built in help tool
- Dozens of implementation partners to ensure your agency is not only supported by DigEplan directly but also from a strong ecosystem of world-class expertise

THE DIGEPLAN ADVANTAGE

DigEplan helps agencies remove headaches of redundant manual processes and technology, reducing manual administration for plan review. It is a fully integrated, off the shelf product, that extends your existing Accela investment.

- **Markup, Measure & Collaborate**
  Simultaneous collaboration of a robust markup, measure and comment tools
- **Compare & Overlay**
  Digital compare and overlay of plan set sheets
- **Standard Comments**
  Accessible comment library to apply commonly used citations and electronic drawings
- **Intelligent Stamping**
- **Corrections Reports & Approved Plans**
  Comment & markup summaries for revision requests, and approved plan packages for issuing permits



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Corrections Report

Summary of all comments made in the plan review process, and include sheets from the plan set that have any markups

City of Digital
140th Avenue North, Suite 101, Clearwater, FL 3376

DigEplan
Integrated electronic plan review

Final Report - Corrections Required
Application No. EDR22-00151

Description :
Address : 100 Main St 91932
Record Type : Building - Electronic Review DPC
Document Filename : Plans Cycle 1 Proposal - rotated-diff-signed.pdf

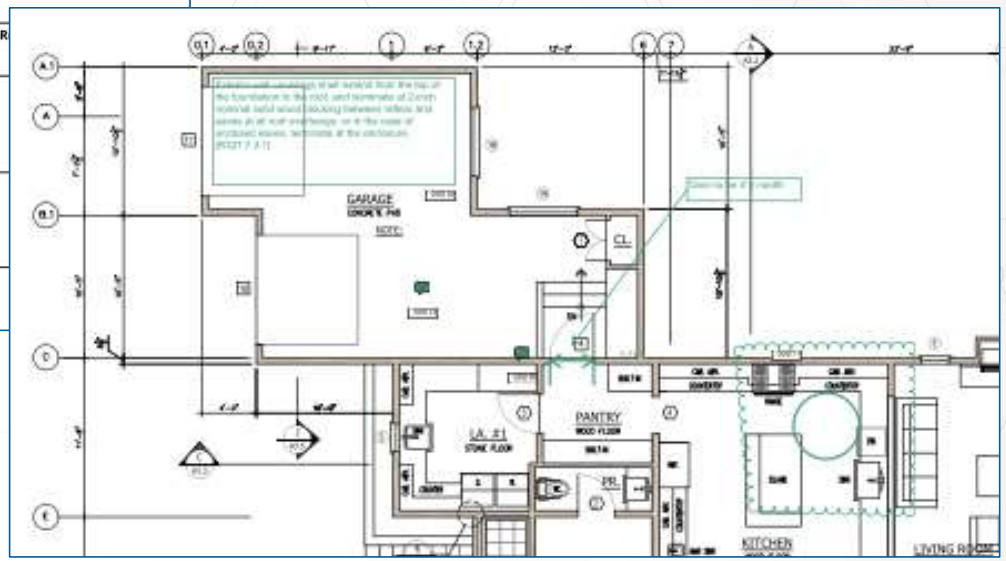
Comment Author Contact Information:

Author Name	Author Email	Author Phone No.:
Christine Brakefield	cbrakefield@lctsoftware.com	1

General Comments

Corrections in the following table need to be applied before a permit can be issued

Comment ID	Page Reference	Correction Required	Author : Department	Status	Review Comments	Applicant R
11	A2.2	Yes	Christine Brakefield : Building	Open	Door to be 4' in width	
12	A2.2	Yes	Christine Brakefield : Building	Open	Exterior wall coverings shall extend from the top of the foundation to the roof, and terminate at 2-inch nominal solid wood blocking between rafters and eaves at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure. [R327.7.3.1]	



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-109**, to confirm the appointment of members to the Civil Service Commission (Organizational Development & Human Resources)

Summary:
Reappointment of Civil Service Commission member

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Recommend to reappoint Mr. Ben Nunez to the Civil Service Commission

Commission Pillar:
Governence

Attachments:
1. Resolution 2023-109

RESOLUTION NUMBER 2023-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE TO CONFIRM THE APPOINTMENT OF MEMBERS TO THE CIVIL SERVICE COMMISSION.

WHEREAS, the Civil Service Commission was created by Ordinance Number 361, adopted on February 26, 1948, amended by Ordinance Number 361-A, Ordinance Number 361-B, and upon the adoption of the Charter amendment, to align with state statute, Texas Local Government Code, Chapter 143; and

WHEREAS, the Civil Service Commission shall be to recommend civil service regulations to be adopted by the City Commission and thereafter to be administered by said Civil Service Commission in accordance with the provisions of said ordinances; and

WHEREAS, the Civil Service Commission is composed of three (3) members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Upon appointment, if necessary, lots will be drawn to stagger terms. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive of the municipality shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS that:

Section 1. Ben Nunez is confirmed by the City Commission as the chief executive's appointment to serve on the Civil Service Commission and shall serve without compensation.

Section 2. Ben Nunez's appointment shall be for a three-year term commencing July 21, 2023, and continuing through and ending July 20, 2026.

Section 3. This Resolution shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** on this _____ day of August 15, 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza-Gomez, TRMC
City Secretary

"Approved as to Form and Legality
This 8th day of August 2023
Title First Asst. CA
Office of the Brownsville City Attorney"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Rogelio Chanes, Intergovernmental Relations Manager
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-111,** to approve One Region, One Voice and supporting the RGV Partnership. (City Manager's Office)

Summary:
The RGV Partnership has secured Governor Greg Abbott as the keynote speaker for this event. His presence underscores the significance of this summit and sends a strong message that the Rio Grande Valley is open for business. The resolution will be presented to the RGV Partnership during Governor Abbott's visit to the Rio Grande Valley.

Project Scope and Analysis:
The RGV Partnership requested a resolution from multiple City Mayors and County Judges to present at the Economic Summit with Governor Abbott to showcase the message of being One Region, One Voice.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval of resolution

Commission Pillar:
Governance

Attachments:
1. RES-2023-111-One Region One Voice

RESOLUTION NUMBER 2023-111

City of Brownsville Regional Partnerships and Marketing Resolution

WHEREAS, the prosperity and economic development of City of Brownsville are intrinsically linked to the success and growth of the entire Rio Grande Valley (RGV) region; and

WHEREAS, fostering collaboration and cooperation among cities and entities within the region is essential to maximize economic potential, attract investments, and promote sustainable growth; and

WHEREAS, regional economic development marketing efforts can create a unified voice that showcases the collective strengths and advantages of the RGV, thereby attracting businesses, industries, and tourists to the area; and

WHEREAS, the RGV Partnership has proven to be a competent and effective regional economic development marketing entity with a successful track record in promoting the region and attracting investments; and

WHEREAS, supporting the RGV Partnership will allow City of Brownsville to benefit from their expertise, resources, and established networks, amplifying the City of Brownsville's economic development efforts; and

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1 - Support for Regional Partnerships: The City of Brownsville recognizes the importance of regional partnerships and commits to actively collaborating with other cities and entities within the RGV to foster economic growth, job creation, and community development.

Section 2 - Regional Marketing Efforts: The City of Brownsville acknowledges that regional economic development marketing efforts are vital to present a unified and compelling image of the RGV. The City of Brownsville will actively participate in, and support joint marketing initiatives aimed at showcasing the diverse opportunities and resources the region offers.

Section 3 - Support for the RGV Partnership: The City of Brownsville officially endorses the RGV Partnership as the designated regional economic development marketing entity. The city pledges to support the RGV Partnership, when possible, as well as engage in collaborative efforts to maximize the impact of their initiatives.

Section 4 - Collaborative Initiatives: The City of Brownsville will actively engage with the RGV Partnership and other regional partners to identify and pursue joint initiatives, including but not limited to infrastructure development, workforce training programs, business retention and expansion efforts, and promotional campaigns to attract investments and tourists to the region.

Section 5 - Effective Date: This resolution shall take effect immediately upon approval and shall remain in force until modified or rescinded by subsequent resolution.

Passed and adopted by the City of Brownsville on this _____ day of August 2023.

City of Brownsville, Texas

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-018-S**, to request a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Jose Luis Torres, is requesting a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520.

The predominant land use in the surrounding area is commercial business. Additional uses, such as single-family dwelling and multifamily development, are also present within the vicinity.

The property is located within the Linkage Corridor. The request is not consistent with the Future Land Use Plan.

Project Scope and Analysis:
The subject property is approximately 0.1377 acres (50' x 120') and fronts Filmore Street (Expressway Frontage), where commercial uses are prevalent. This parcel currently lies between an undeveloped parcel and a commercial business. The current zoning designation of the property (Traditional Neighborhood-Corridor) primarily permits residential and neighborhood-oriented commercial uses; however, a used car lot does not fall under this category of uses. As per the Unified Development Code (UDC), a used car lot requires a Specific Use Permit to be granted to the property. A specific use permit would prevent spot zoning and would add a layer of protection for adjacent properties.

It is the opinion of the staff that the proposed use would not be adequate in this area.

If approved, staff proposes that the development be subject to the following conditions;

however, the City Commission has the authority to add or remove items to this list.

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- All storage of inventory must be with the property
- All unloading of the inventory must be carried out within the property
- All types of work to vehicles must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on August 3, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-018-S
2. First Reading Zoning Cases 081523

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha:	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Roberto Vasquez		
Address / Dirección: 7525 Burr Oak Loop		
City / Ciudad: Brownsville	State / Estado: TX.	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: 956.793.6364	Fax:	
E-mail / Correo Electrónico: rr.vasquez@att.net		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 1416 Filmore (Frontage)		
Subdivision / Subdivisión: Enrique Subd.	Lot / Lote: 3	Block / Bloque: 66
Property Tax ID / Identificación del impuesto: 02 - 9650 - 0660 - 0030 - 00	Gross Acreage / Superficie en Acres: 562.94 Ac. Approx.	
Location Description / Descripción de la Ubicación: 416 Filmore (Frontage)		
Current Zoning / Zonificación Actual : TN-C	Proposed Zoning / Zonificación Propuesta:	
Proposed Use / Uso propuesto: TN-C (specific use)	Overlay District: Historic Preservation Overlay	

Application Type / Tipo de Aplicacion:

■ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
☐ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

■ Application / Solicitud
☐ Full payment of the application fee / Pago completo de la tarifa de solicitud
■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
■ Deed of the subject property / Escritura de la propiedad en cuestión
☐ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

Additional Required Documentation / Documentación Requerida

■ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Requesting Specific Use to car sales

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud) Roberto Vasquez	Date / Fecha: 6.14.23

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-018-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to allow a used car lot in Traditional Neighborhood-Corridor (TN-C) for Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located at 1416 Filmore Street, Brownsville, Texas 78520, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

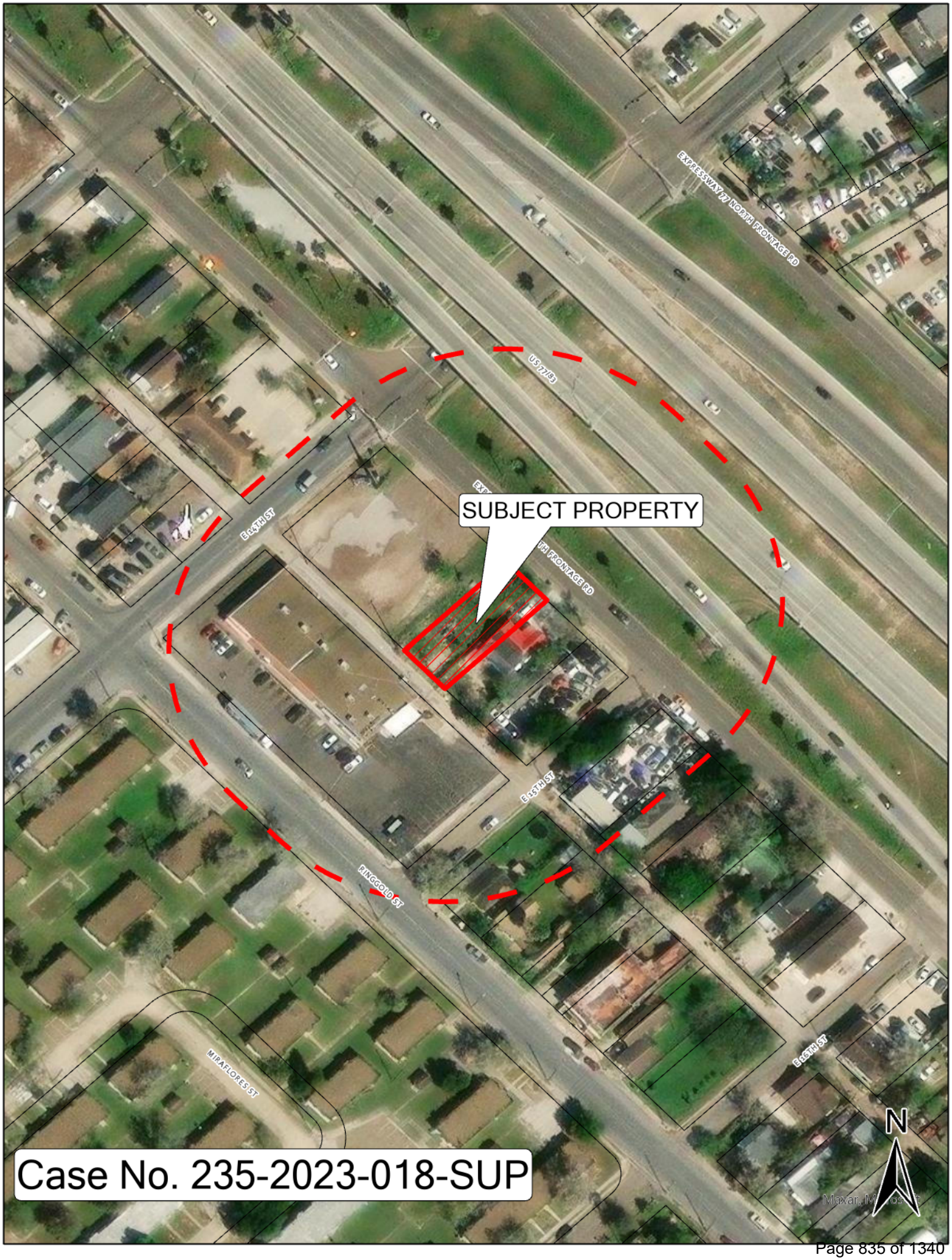
- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family uses
- Storage of inventory within the property
- Unloading of inventory within the property
- All type of work must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

INTRODUCED at a public hearing on **August 15, 2023**. Passed at First Reading on **August 15, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary


SUBJECT PROPERTY
EXPRESSWAY I-27 NORTH FRONTAGE RD
US 277S3
E 44TH ST
E 45TH ST
E 46TH ST
RINGGOLD ST
MIRAFLORES ST
N
Case No. 235-2023-018-SUP

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

EXHIBIT "A"

Rezoning request:
Case # 235-2023-018-SUP

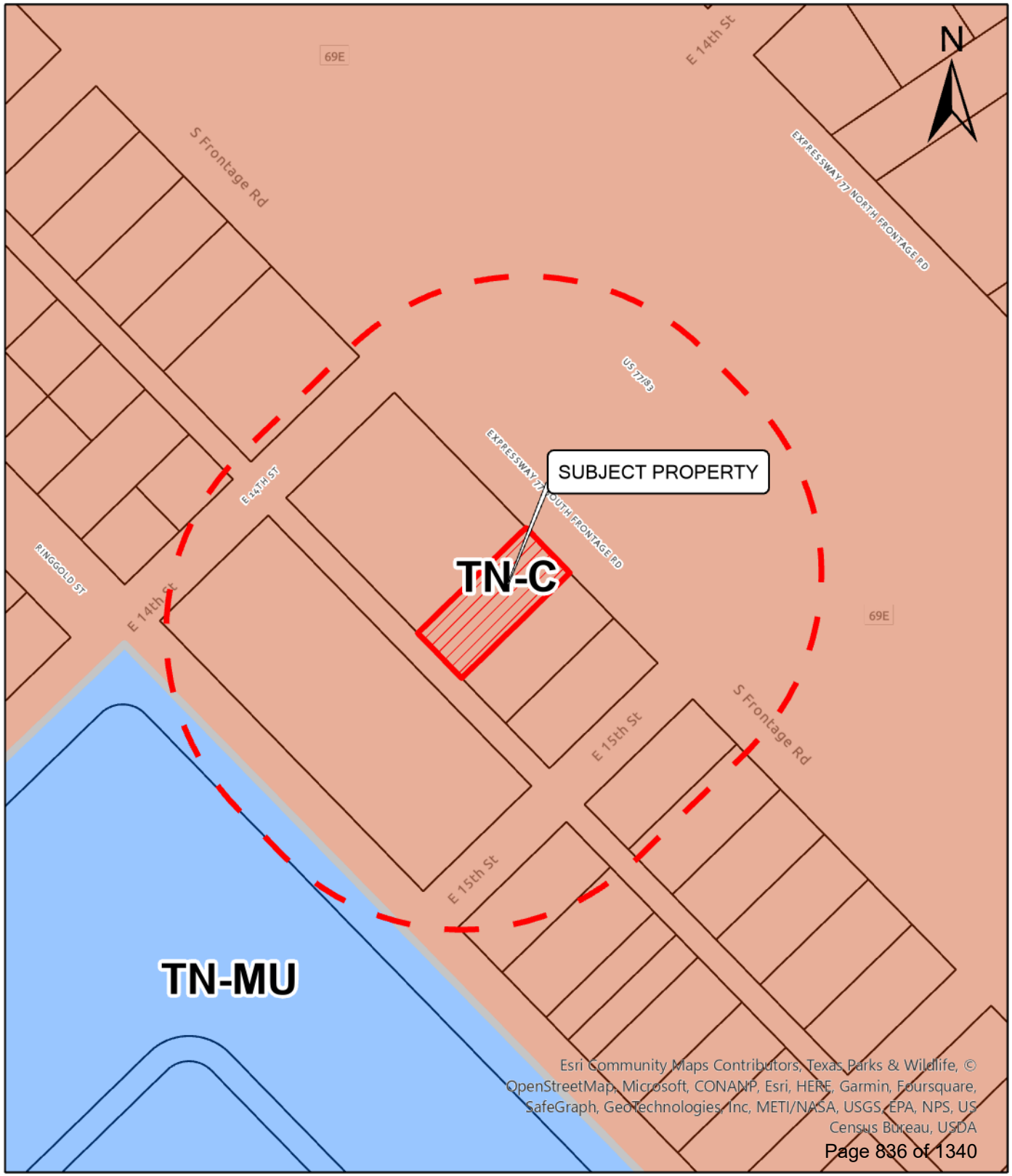
Current Zoning:

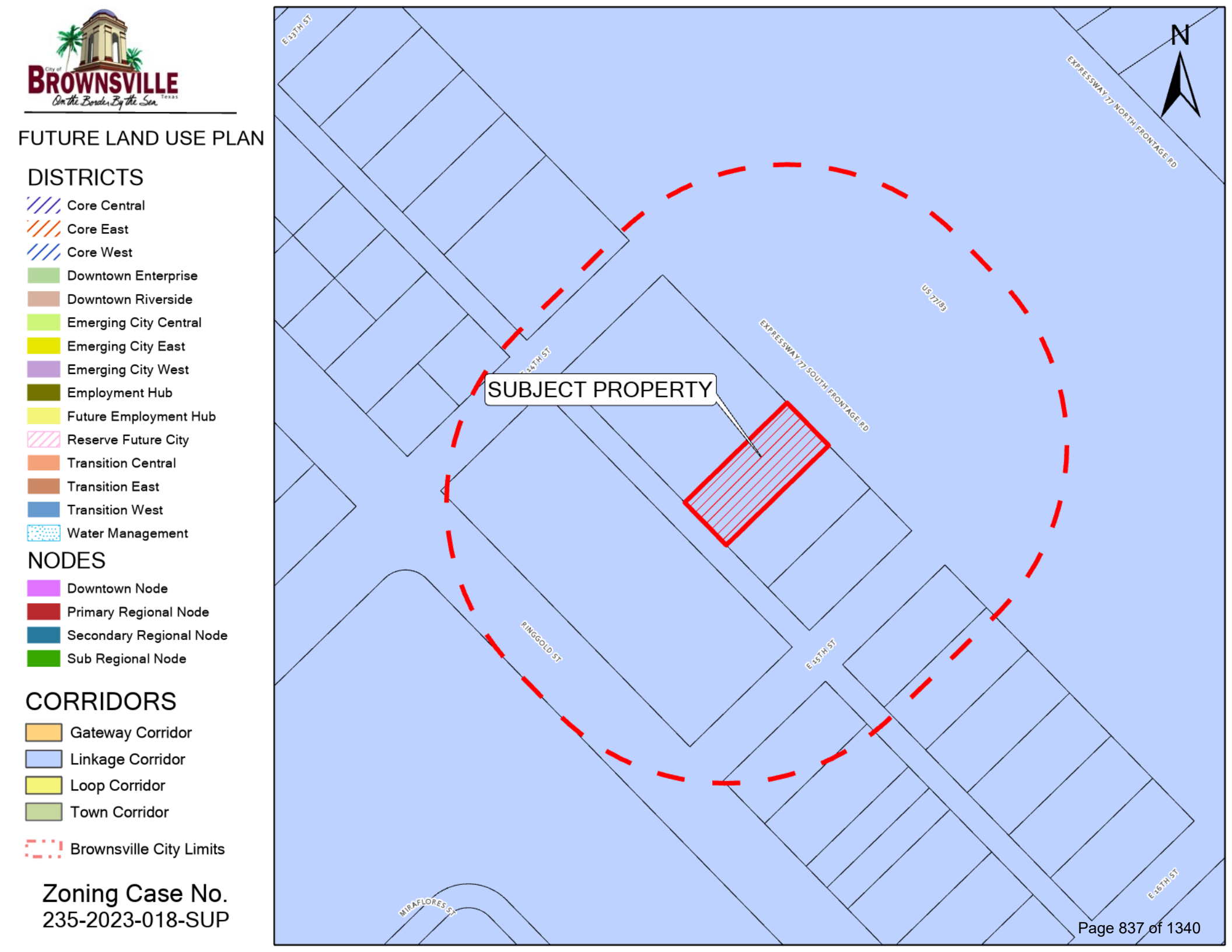
TN-C, Traditional Neighborhood Corridor

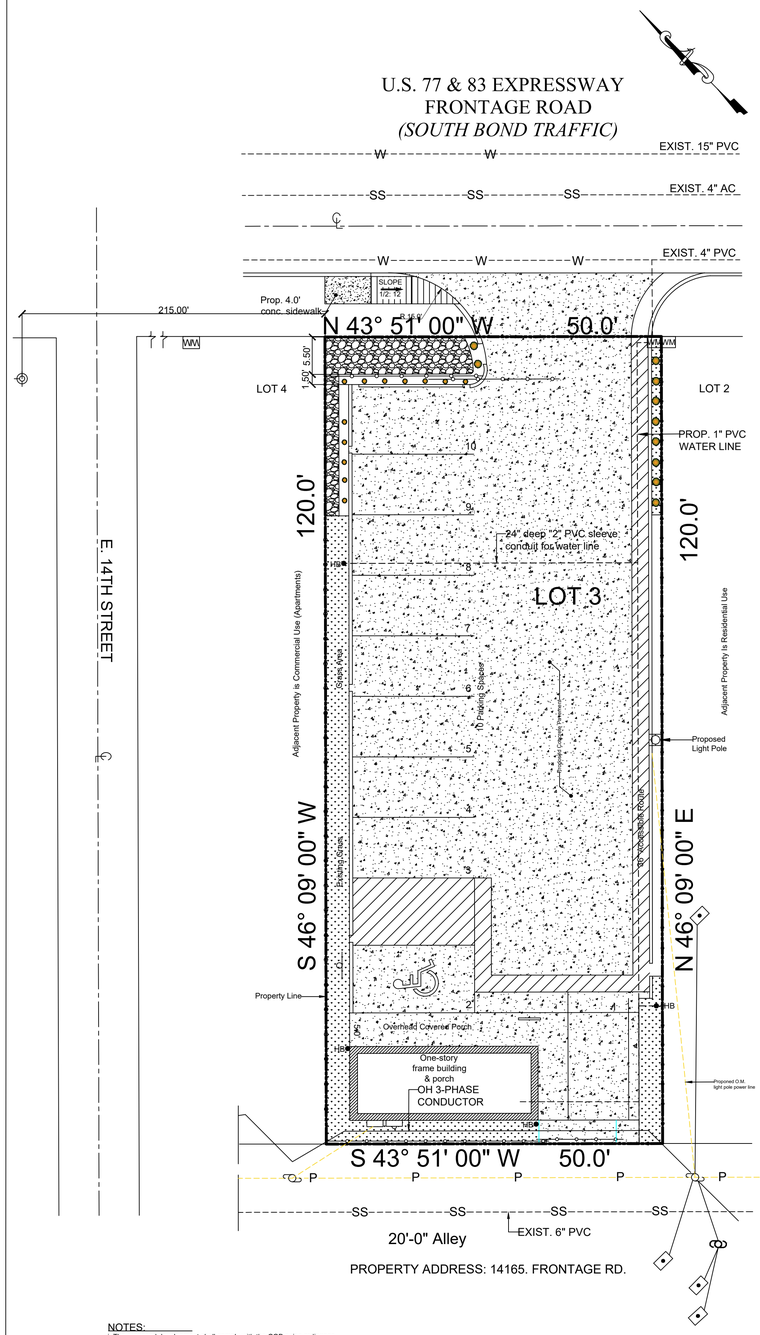
Proposed Zoning:

SUP, (Specific Use Permit)

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-018-SUP
SUBJECT PROPERTY
E 13TH ST
E 14TH ST
E 15TH ST
E 16TH ST
RINGGOLD ST
MIRAFLORES ST
EXPRESSWAY 77 NORTH FRONTAGE RD
EXPRESSWAY 77 SOUTH FRONTAGE RD
US 77/83
N



NOTES:

i. The proposed development shall comply with the COB noise ordinance.
ii. All mechanic and body work must be done indoors. No outdoor work to be permitted
iii. No vehicle storage shall be permitted on site.
iv. All vehicle inventory shall be kept within the property. Vehicles will not be permitted on the ROW.
v. All unloading of inventory shall be performed within the property.
vi. The permitted amount of vehicles (parking) on the property shall be based on the following 1 per 1,000 sq.ft. of lot area and 1 per 500 sq. ft. of structure area.

NOTES:

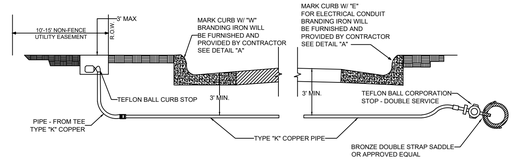
1. Existing Water and Sewer Services are provided by Public Utility Board of the City of Brownsville located at 1425 Robinhood Dr. (956)983-6100
2. Existing Power services are provided Public Utility Board of the City of Brownsville Located at 1425 Robinhood Dr. (956)983-6100
3. For gas services availability contact Texas Gas Service Company Contact: Octavio Rangel - Engineering Department (956)686-8745
4. Contractor and Engineer to verify existing utilities location and depth.
5. Engineer or Surveyor to locate all corner pins; if none are found, place iron pins where appropriate.
6. Make sure to call appropriate services and request utility markings and/or spotting before digging.
7. Parking stripes shall be painted with yellow paint. Stripes shall be 4" minimum width.
8. Building setback lines are as follows: ___' front, ___' side and ___' rear.
9. See Landscape Plan for Vegetation areas, notes and details.
10. Typ. means typical for details and notes that repeat.
11. Termite control preparation is recommended before any building work is commenced.
12. Ensure proper protection to any neighboring properties.
13. Make changes as necessary and notify designer, engineer and owners prior to taking action.
14. Surveying services are recommended for foundation forms, proper location and property boundaries.
15. Water and Sewer tapping as per Public Utility Board of the City of Brownsville.
16. All work must meet local and national commercial construction codes and requirements.
17. Designer and drafter is not responsible for any workmanship or failed precautions.

FLOOD ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

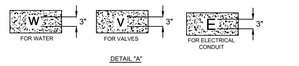
COMMUNITY -PANEL NUMBER: 480343 0005 C
MAP REVISED: NOVEMBER 2, 1982
AND
COMMUNITY PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

APPROXIMATE AREAS		
HATCH	KIND	SQUARE FT.
	EXIST. CONC.:	0.00
	PROP. CONC.:	4946.51
	EXIST. GRASS:	614.13
	PROP. SHRUB:	129.98
	GROUNDCOBER:	173.63

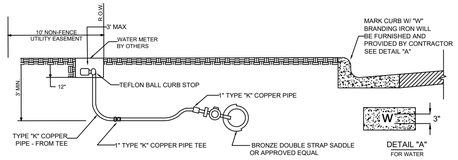
AUTOMATIC IRRIGATION SYSTEM
NOT REQUIRED
IF USED, IRRIGATION SUBCONTRACTOR
TO PROVIDE SCHEMATIC DRAWINGS



TYPICAL LONG SERVICE



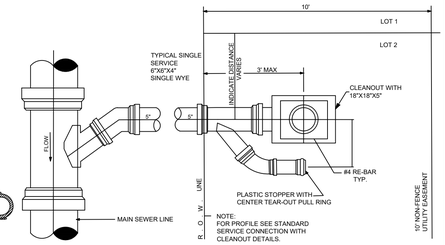
NOTE:
1. USE 3/4" TYPE "K" COPPER PIPE FOR SINGLE SERVICE CONNECTION
2. 36" MIN. COVER FOR 3/4" THRU 2" SERVICES
3. MARK CURB W/"V" AT WATER VALVE LOCATION. BRANDING IRON WILL BE FURNISHED AND PROVIDED BY CONTRACTOR



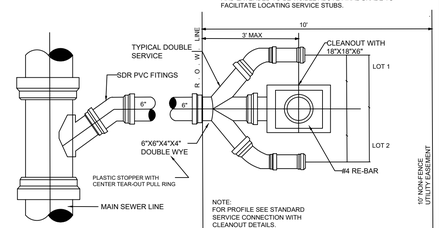
TYPICAL SHORT SERVICE

NOTE:
1. USE 3/4" TYPE "K" COPPER PIPE FOR SINGLE SERVICE CONNECTION

TYPICAL WATER SERVICE
Not to Scale



PLAN - SINGLE SERVICE

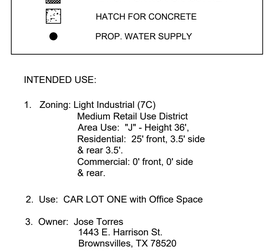


"NOTE: CONTRACTOR SHALL COORDINATE WITH INSPECTOR ON THE LOCATION OF ALL SERVICE LATERALS.

DETECTION NOTE:
A SOUND DETECTION REFLECTOR "STU-DEC-TA-CAL" BY FRIFFOLYN, INC, OR AN APPROVED SUBSTITUTE, WILL BE FASTENED TO THE END OF EACH SERVICE CONNECTION AND EXTENDED TO BE VISIBLE ABOVE FINAL GRADE TO FACILITATE LOCATING SERVICE STUBS.

PLAN - DOUBLE SERVICE NEW DEVELOPMENT

TYPICAL SEWER SERVICE
Not to Scale



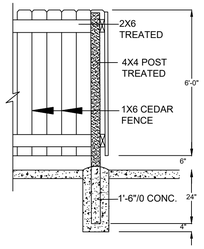
SITE LEGEND

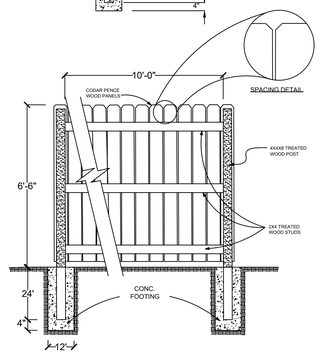
- PROP. WATER METER
- PROP. ELECTRICAL TRANSFORMER
- EXIST. WATER LINE
- EXIST. OVER HEAD POWER LINE
- EXIST. OVER HEAD POWER LINE
- EXIST. UNDERGROUND POWER LINE
- EXIST. SEWER LINE
- EXIST. GAS LINE
- PROP. GAS LINE
- PROP. POWER POLE
- EXIST. POWER POLE
- EXISTING TRASFORMER BLANK
- PROP. PARKING LOT LIGHT
- EXIST. FIRE HYDRANT
- PROP. TRAFFIC FLOW
- PROP. HANDICAP PARKING SIGN
- E1 EXIST. TREE
- P1 PROP. TREE
- PROP. SHRUB
- FIRE HYDRANT
- HB HOSE BIB
- 18.0 PROPOSED ELEVATION
- x18.74 EXISTING ELEVATION
- DIRECTION OF FLOW
- SECONDARY METER
- TP EXIST. TELEPHONE PEDESTAL
- HATCH FOR GRASS AREA
- HATCH FOR NON-GRASS AREA
- HATCH FOR CONCRETE
- PROP. WATER SUPPLY

ENCLOSURE DIMENSIONS:
1. 10' interior side wall to interior sidewall
2. 10' interior of gate to interior of rear wall

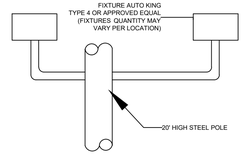
GATES:
1. Must swing open fully 180°
2. Sliding barrel bolts must be installed on inside wall of each gate at bottom corners
3. Holes large enough to receive barrel bolts must be drilled in parking lot surface at fully closed location and the fully open location.

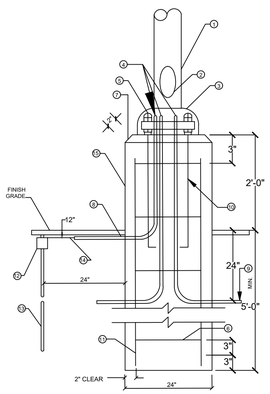
OPENING AND CLOSING OF GATES:
1. It shall be the responsibility of the customer to open and closed the gates on service dates
2. It is recommended that the gates be opened at the start of the business on service days





DISPOSAL STATION SCREENING FENCE
Not to Scale





POLE BASE NOTE:

1. LIGHTING STANDARD.
2. ACCESSIBLE FROM OPENING. PROVIDE STAINLESS STEEL COVER WITH STAILESS STEEL SCREWS.
3. BASE COVER; MATCH MATERIAL OF POLE, EXCEPT WHERE POLE IS CONCRETE, BASE COVER SHALL BE STAILESS STEEL.
4. CONNECT CONDUITS TO GROUNDING LUG AND GROUNDING CONDUCTOR TO GROUND ROD.
5. PROVIDE BOTTOM NUT FOR LEVELING AND DOUBLE NUTS ON TOP.
6. NO. 4 STEEL REINFORCING TIES ON 12" CENTERS.
7. CHAMFER EDGES ON BASE.
8. RIGID GALVANIZED CONDUIT.
9. RIGID GALVANIZED STEEL CONDUIT 12" PAST EDGE OF CONCRETE BASE. PROVIDE CONDUIT TO DUCT ADAPTER.
10. GALVANIZED STEEL ANCHOR BOLTS, AS REQUIRED BY MANUFACTURER FURNISHING POLE.
11. EIGHT NO. 4 STEEL REINFORCING RODS.
12. THERMOWELD CONNECTOR.
13. 3/4" X 10'-0" COPPER CLAD GROUND ROD.
14. NO. 6 BARE STRANDED COPPER CLAD GROUND WIRE, CONNECT TO GROUND ROD. CONDUITS AND GROUNDING LUG.
15. CONCRETE BASE SHALL BE HAND RUBBED TO REMOVE ALL IRREGULARITIES AND PROVIDE SMOOTH FINISH. PAINT AS DIRECTED BY OWNER.

TYPICAL CURB AND GUTTER
Not to Scale

INTENDED USE:

1. Zoning: Light Industrial (7C)
   Medium Retail Use District
   Area Use: "J" - Height 36',
   Residential: 25' front, 3.5' side & rear 3.5'.
   Commercial: 0' front, 0' side & rear.
2. Use: CAR LOT ONE with Office Space
3. Owner: Jose Torres
   1443 E. Harrison St.
   Brownsvilles, TX 78520
   Phone: 956.525.0298

PARKING CALCULATIONS

VEHICLE SALES OR RENTAL:

a. Eleven- tenthes (1.1) parking space for every vehicle available for sale or rental on the premises.

a. 9 vehicles for sale * 1.1 = 9.1 Spaces

Spaces Required = 10 Spaces
Proposed Parking = 10 Spaces

UTILITIES PLAN
OF
LOT THREE (3), BLOCK SIXTY-SIX (66)
ENRIQUE'S SUBDIVISION IN THE CITY OF BROWNSVILLE, CAMERON COUNTY, BROWNSVILLE, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE M.R.C.C., TEXAS

AS RECORDED IN
VOLUME 35, PAGE 147
OF THE RECORDS OF HIDALGO COUNTY, TEXAS

1416 S. EXPRESSWAY 77/83 (S. FRONTAGE RD.)

10 0 10 20 30
Scale: 1" = 10'

PROJECT TITLE
CAR LOT ONE
Owner (s)
JOSE LUIS TORRES

SHEET TITLE
CAR LOT ONE
Scale
1" = 10'

CONTENTS
Site Plan Including
Existing & Proposed Utilities
Notes and Details

DATE
06.05.23

SHEET
S 1 of 1

Designed By:
Construcciones Vasquez
Residential/Commercial Floor Plans
Roberto Vasquez Cell.: 793-8384
Senior Designer/Contractor

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Jose Luis Torres/Roberto Vasquez
Property Address: 1416 Filmore Street
Application Type: Specific Use Permit
Current Zoning: Traditional Neighborhood Corridor (TN-C)
Application Date: June 26, 2023
CC Meeting Dates: 1st – August 15, 2023/ 2nd –September 5, 2023
Overlay(s): O-11 Historical District Overlay
No. of Mail-outs: 11

Geo ID: 02-9650-0660-0030-00
Case No.: 235-2023-018-S
Proposed Use: Used Car Lot
Proposed Zoning: Traditional Neighborhood-Corridor w/ SUP
P&Z Date: August 3, 2023
Electoral District: 1
Annexation Year: Pre - 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 3, Block 66, Enrique Subdivision, Cameron County, Texas, located on 1416 Filmore Street, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Filmore Street (I-69 Frontage Road), a highway.
Predominant Land Use: The predominant land use within the area is Commercial Business.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Commercial Business
East: Single-Family Dwelling and Commercial Business
South: Single-Family Dwelling, Multi-Family Development, and Commercial Business
West: Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Traditional Neighborhood-Corridor (TN-C)
East: Traditional Neighborhood-Corridor (TN-C)
South: Traditional Neighborhood-Corridor (TN-C) and Traditional Neighborhood Mixed-Use (TN-MU)
West: Traditional Neighborhood-Corridor (TN-C)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial to maximize the high traffic volume. It is the opinion of staff that the request is not consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding areas, it is the opinion of staff that the proposed zoning/use would generally not be compatible with surrounding uses and would create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would not fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends denial of the Specific Use Permit (SUP) to allow a used car lot in Traditional Neighborhood Corridor (TN-C).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 15, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-018-S	1	Specific Use Permit (SUP)	1416 Filmore Street	Jose Luis Torres/Roberto Vasquez	To request a Specific Use Permit (SUP) in Traditional Neighborhood Corridor (TN-C)	To allow a used car lot	No verbal or written opposition
235-2023-019	4	Rezone	3125 West Alton Gloor Boulevard	T. Mark Blakemore	To rezone from Residential Estate (RE) to Commercial Corridor (CC)	To allow the expansion of an existing medical office	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-019**, to rezone from Residential Estate (RE) to Commercial Corridor (CC) to allow the expansion of an existing medical office for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property representative, T. Mark Blakemore, proposes to change the Zoning Designation for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Residential Estate (RE) to Commercial Corridor (CC) for the purpose of expanding an already existing medical office.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land and commercial business, are also present within proximity of the subject property.

The property is located within the Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property currently harbors an existing medical office. The property owner wishes to expand the existing structure to run the financial operations of the medical office out of the proposed addition. To accommodate the proposed expansion, the property must be rezoned to Commercial Corridor (CC) due to the current zoning (RE) only permitting single-family residential uses on large lots.

Staff finds that the requested zoning reclassification is adequate and would fit into the character of the surrounding development.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There were concerns regarding storm drainage at the Planning and Zoning Commission meeting on August 3, 2023. The Planning and Zoning Commission approved this rezoning from Residential Estate (RE) to Commercial Corridor (CC).

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases 081523
2. Binder 235-2023-019

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 15, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-018-S	1	Specific Use Permit (SUP)	1416 Filmore Street	Jose Luis Torres/Roberto Vasquez	To request a Specific Use Permit (SUP) in Traditional Neighborhood Corridor (TN-C)	To allow a used car lot	No verbal or written opposition
235-2023-019	4	Rezone	3125 West Alton Gloor Boulevard	T. Mark Blakemore	To rezone from Residential Estate (RE) to Commercial Corridor (CC)	To allow the expansion of an existing medical office	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: June 12, 2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: T. Mark Blakemore, Attorney, PC		
Address / Dirección: 750 East Los Ebanos Boulevard, Suite C		
City / Ciudad: Brownsville	State / Estado: Texas	Zip / Código Postal: 78520-4865
Phone Number / Numero Telefónico: 956-541-5900	Fax: 956-541-5905	
E-mail / Correo Electrónico: tmblakemore@tmb-atty.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ■ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: 3125 West Alton Gloor Boulevard - East Parking Lot		
Subdivision / Subdivisión: JOSE R. ALMAREZ SUBDIVISION	Lot / Lote: 12	Block / Bloque:
Property Tax ID / Identificación del impuesto: 75 - 7985 - 0000 - 0120 - 00	Gross Acreage / Superficie en Acres: 0.312 acre	
Location Description / Descripción de la Ubicación: adjacent to and East of 3125 West Alton Gloor Boulevard		
Current Zoning / Zonificación Actual : RE	Proposed Zoning / Zonificación Propuesta: CC	
Proposed Use / Uso propuesto: Office	Overlay District:	

Application Type / Tipo de Aplicacion:

☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
■ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

■ Application / Solicitud
■ Full payment of the application fee / Pago completo de la tarifa de solicitud
■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
■ Deed of the subject property / Escritura de la propiedad en cuestión
Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
■ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 6-27-2023

Office Use Only /Sólo Para Uso Oficial

Case Number:	Application Fee:	Code:
Application Processed by:	Date:	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-019

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Estate (RE) to Commercial Corridor (CC) for Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard. Brownsville, Texas 78520.

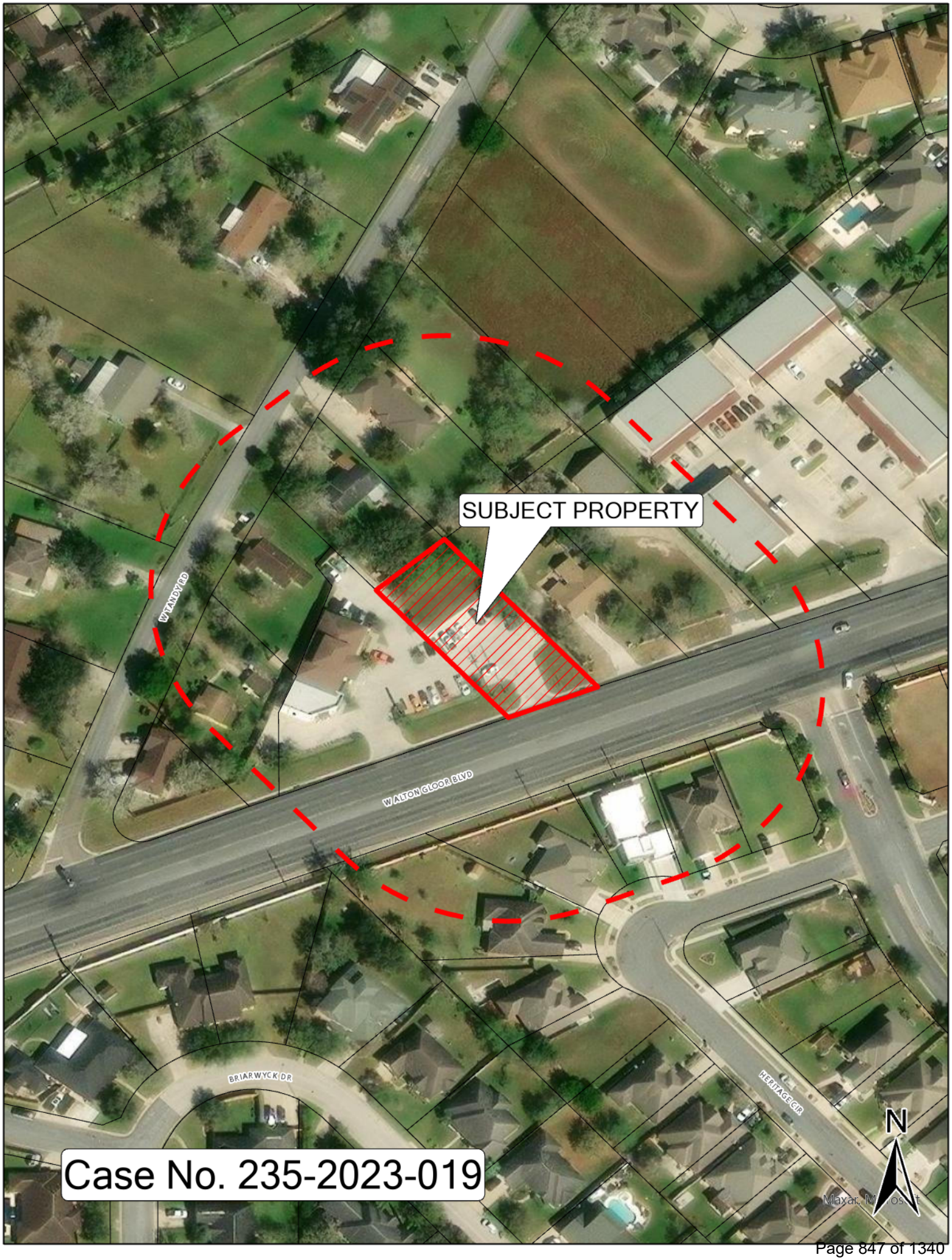
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **August 15, 2023**. Passed at First Reading on **August 15, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **September 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
W TANDY RD
WALTON GLOOR BLVD
BRIARWYCK DR
HERITAGE CIR
N
Case No. 235-2023-019

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

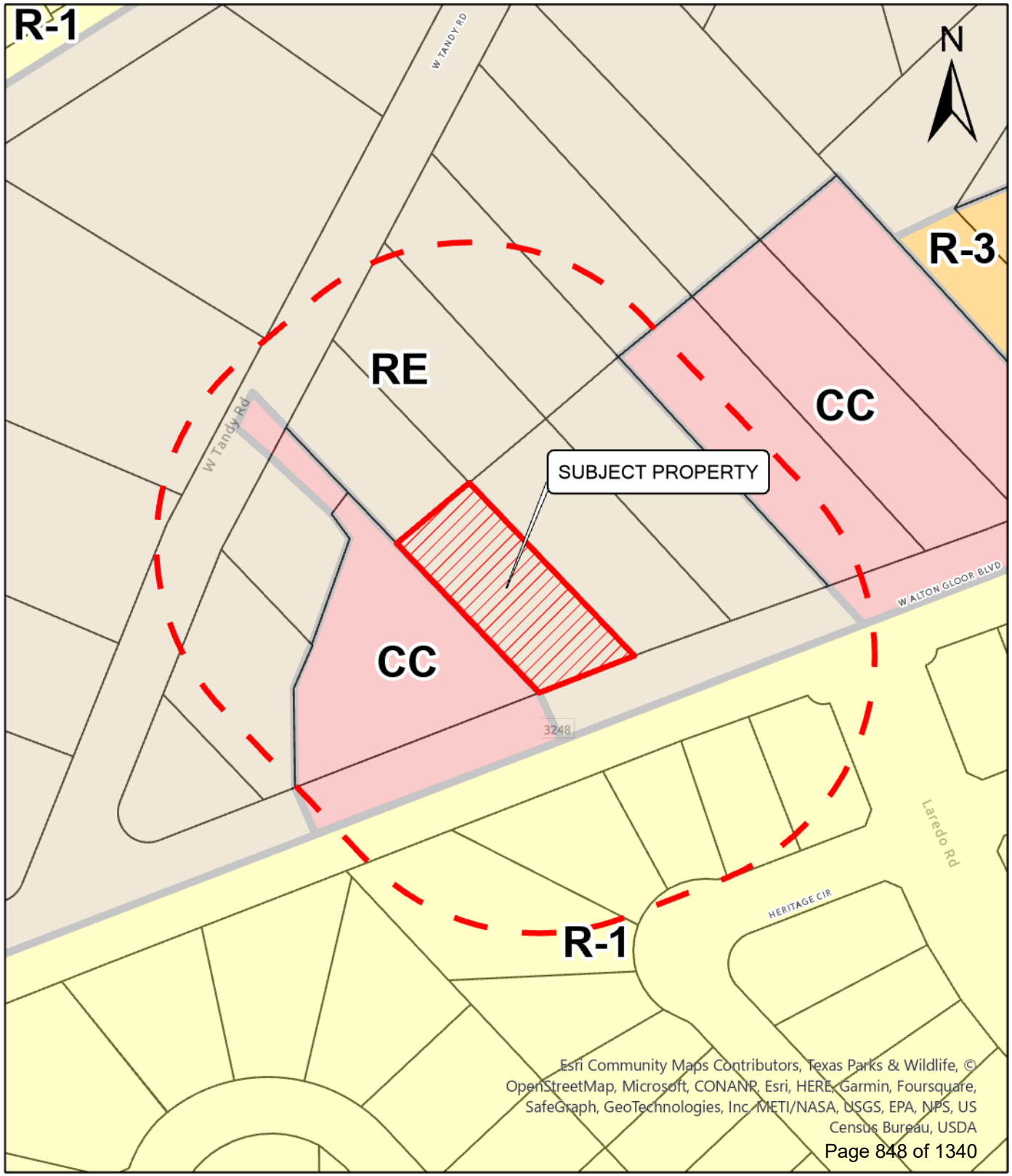
EXHIBIT "A"

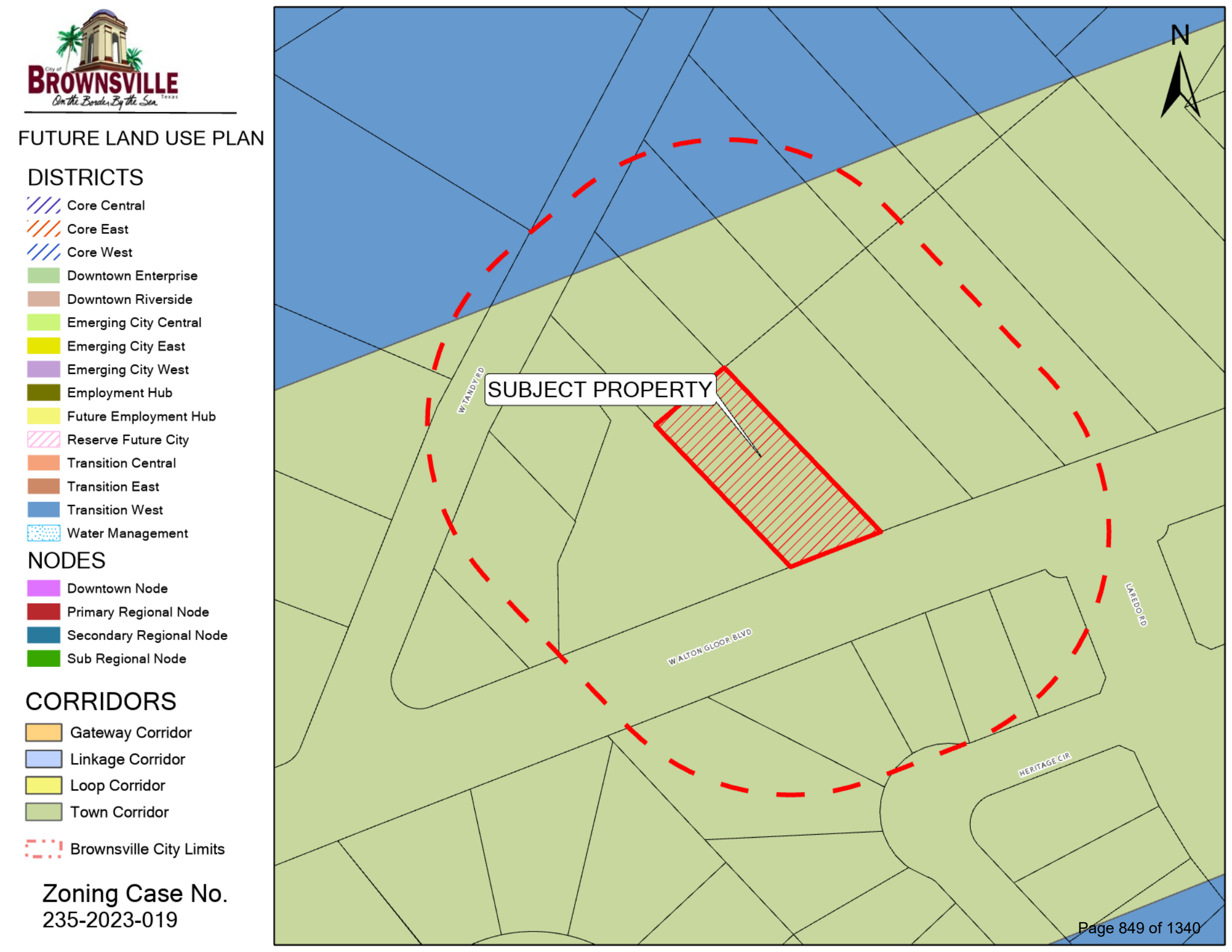
Rezoning request:
Case # 235-2023-019

Current Zoning:
RE, Residential Estate

Proposed Zoning:
CC, Commercial Corridor

Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-019
SUBJECT PROPERTY
W TANDY RD
W ALTON GLOOR BLVD
LAREDO RD
HERITAGE CIR
N

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: T. Mark Blakemore
Property Address: 3125 West Alton Gloor Boulevard
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: June 28, 2023
CC Meeting Dates: 1st – August 15, 2023/ 2nd – September 5, 2023
Overlay(s): N/A
No. of Mail-outs: 15

Geo ID: 75-7985-0000-0120-00
Case No.: 235-2023-019
Proposed Use: Expansion of Existing Medical Office
Proposed Zoning: Commercial Corridor (CC)
P&Z Date: August 3, 2023
Electoral District: 4
Annexation Year: 1985 - 1992
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 12, Jose Almaraz Subdivision, Cameron County, Texas, located at 3125 West Alton Gloor Boulevard, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting West Alton Gloor Boulevard, a primary arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land, Single-Family Dwelling, and Commercial Business
South: Single-Family Dwelling
West: Single-Family Dwelling and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family (R-1)
East: Residential Estate (RE), Residential Transition (R-3), and Commercial Corridor (CC)
South: Residential Single-Family (R-1)
West: Residential Estate (RE) and Commercial Corridor (CC)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Land uses in the Town Corridor are primarily residential, with small clusters of commercial land uses at regularly spaced intervals. Residential land uses should be primarily single family with attached townhomes and some larger lots with an average density of 3 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Commercial Corridor (CC).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1725** of the City of Brownsville, Texas, to adopt the Fiscal Year 2024 Annual Budget. (Financial Services Department) (**Roll Call Vote Required**)

Summary:
Texas Local Government Code Chapter 102 sets out the process for adopting the annual budget. The proposed budget for the City of Brownsville was made available for the inspection by any person and posted on the City's website.

Budget workshops were held on August 1st and August 15th. This public hearing will give interested persons an opportunity to express their opinions on the proposed budget.

After the public hearing, staff requests a record vote by the City Commission to adopt the balanced Fiscal Year 2023 budget on the first reading of Ordinance #2023-1725 on August 15th and the second and final reading on September 5th.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Recommend Adoption of the FY2024 Annual Budget.

Commission Pillar:
Governance

Attachments:

1. budget ordinance 2023-1725 fy 2024 1st 2nd reading
2. FY2024 Adopted Budget (ExhibitA)

ORDINANCE NUMBER 2023-1725

AN ORDINANCE ADOPTING THE CITY OF BROWNSVILLE BUDGET FOR FISCAL YEAR 2023-2024 BEGINNING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024.

WHEREAS, on July 28th 2023 the Fiscal Year 2024 (FY 2024) Proposed Budget of the City of Brownsville was filed with the City Secretary; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, a public hearing was held on August 15, 2023 regarding the City of Brownsville's Proposed Budget at which all interested persons were given the right to be present and participate; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That the proposed budget for the City of Brownsville filed with the City Secretary on July 25th, and as presented during budget hearing and introductory ordinance on August 15, 2023 and as further presented during the final reading on September 5, 2023, is hereby adopted.

Section 2. That the Proposed Budget as shown on Exhibit "A" is hereby approved and adopted by the City Commission as the Annual FY 2024 Budget beginning October 1, 2023 and ending September 30, 2024.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Cowen, Jr.
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

BROWNSVILLE

FY2024 PROPOSED BUDGET

OCTOBER 1ST, 2023 - SEPTEMBER 30TH, 2024

(Exhibit A)

City of Brownsville
Proposed FY 2023-2024
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $2,043,023, which is a 5.77 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,075,675.

Estimated amounts above are based on a tax rate of .607987 per $100 of assessed valuation.

CITY OF BROWNSVILLE, TEXAS
PROPOSED BUDGET

FISCAL YEAR 2024

CITY STAFF

CITY MANAGER
HELEN RAMIREZ

ASSISTANT CITY MANAGER
ELIZABETH WALKER

ASSISTANT CITY MANAGER/POLICE CHIEF
FELIX SAUCEDA

CHIEF FINANCIAL OFFICER
MICHAEL DELMORE

PREPARED BY:

FINANCIAL SERVICES DEPARTMENT

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COMBINED BUDGET OF ALL OPERATING AND DEBT SERVICE FUNDS

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	GOVERNMENTAL FUNDS					
	General Fund	**Convention & Tourism**	**Community Development**	**Street & Drainage Maintenance**	**Non-Bonded Debt**	**Bonded Debt Service**
REVENUES						
Property Taxes	$ 37,477,216	$ -	$ -	$ -	$ -	$ 24,061,726
Sales Taxes	35,554,010	-	-	-	-	-
Non-Property Taxes	484,114	1,924,955	-	-	-	-
Fees & Services	9,669,300	-	-	3,750,000	-	-
Intergovernmental	995,063	-	3,839,303	-	-	-
Fines & Forfeitures	2,343,700	-	-	-	-	-
Licenses & Permits	2,166,051	-	-	-	-	-
Interest Income	1,605,000	11,079	-	500,500	50	70,000
Miscellaneous	2,426,108	-	-	-	-	1,309,000
Utility Services From BPUB	6,015,910	-	-	-	-	-
Total Revenues	98,736,472	1,936,034	3,839,303	4,250,500	50	25,440,726
EXPENDITURES						
General Government	27,710,141	-	636,334	-	-	-
Public Safety	66,770,937	-	-	-	-	-
Public Works	7,686,817	-	700,303	5,239,278	-	-
Sanitation	153,125	-	-	-	-	-
Public Health	2,624,790	-	-	-	-	-
Housing Assistance Programs	-	-	1,075,424	-	-	-
Public Assistance	-	-	827,242	-	-	-
Parks & Recreation	-	-	600,000	-	-	-
Culture & Recreation	10,825,798	-	-	-	-	-
Convention & Tourism	-	1,974,755	-	-	-	-
Operating Expenses - Enterprise Funds	-	-	-	-	-	-
Capital & Special Proj Exp-Local Share	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	7,210,348
Total Expenditures	115,771,608	1,974,755	3,839,303	5,239,278	-	24,564,348
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,035,136)	(38,721)	-	(988,778)	50	876,378
Other Financing Sources (Uses)						
Operating Transfers from Other Funds	22,300,000	-	-	988,778	-	370,000
Operating Transfers to Other Funds	(5,264,864)	-	-	-	-	-
Net Other Financing Sources (Uses)	17,035,136	-	-	988,778	-	370,000
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(38,721)	-	-	50	1,246,378
Estimated Fund Balance, October 1	37,352,465	823,204	52,037	3,484,378	11,116	1,595,188
Fund Balance Adjustment	-	-	-	-	-	-
Estimated Fund Balance, September 30	$ 37,352,465	$ 784,483	$ 52,037	$ 3,484,378	$ 11,166	$ 2,841,566

CITY OF BROWNSVILLE, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	ENTERPRISE FUNDS								
	Airport Fund	Bridge Fund	MVPS Fund	Event Center Fund	Public Transit Fund	Landfill Fund	Brownsville Golf Center Fund	Brownsville Sports Park Fund	Total All Funds
REVENUES									
Property Taxes	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,538,942
Sales Taxes	-	-	-	-	-	-	-	-	35,554,010
Non-Property Taxes	-	-	-	-	-	-	-	-	2,409,069
Fees & Services	3,095,400	3,100,000	19,100	460,750	1,371,286	17,579,000	445,700	827,494	40,318,030
Intergovernmental	1,046,614	-	-	-	3,106,572	-	-	-	8,987,552
Fines & Forfeitures	-	-	390,000	-	-	-	-	-	2,733,700
Licenses & Permits	-	-	-	-	-	-	-	-	2,166,051
Interest Income	34,400	110,000	12,500	1,000	5,000	270,000	13,500	1,665	2,634,694
Miscellaneous	305,800	-	5,000	100	68,000	3,000	550	-	4,117,558
Utility Services From BPUB	-	-	-	-	-	-	-	-	6,015,910
Total Revenues	4,482,214	3,210,000	426,600	461,850	4,550,858	17,852,000	459,750	829,159	166,475,516
EXPENDITURES									
General Government	-	-	-	-	-	-	-	-	28,346,475
Public Safety	-	-	-	-	-	-	-	-	66,770,937
Public Works	-	-	-	-	-	-	-	-	13,626,398
Sanitation	-	-	-	-	-	-	-	-	153,125
Public Health	-	-	-	-	-	-	-	-	2,624,790
Housing Assistance Programs	-	-	-	-	-	-	-	-	1,075,424
Public Assistance	-	-	-	-	-	-	-	-	827,242
Parks & Recreation	-	-	-	-	-	-	-	-	600,000
Culture & Recreation	-	-	-	-	-	-	-	-	10,825,798
Convention & Tourism	-	-	-	-	-	-	-	-	1,974,755
Operating Expenses - Enterprise Funds	4,482,214	-	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	23,219,531
Capital & Special Proj Exp-Local Share	-	75,000	-	-	-	-	-	-	75,000
Economic Development	-	-	-	-	-	-	-	-	-
Debt Service:									
Principal	-	-	-	-	-	-	-	-	17,354,000
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	7,210,348
Total Expenditures	4,482,214	75,000	613,454	828,021	7,890,292	7,208,142	861,736	1,335,672	174,683,823
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,135,000	(186,854)	(366,171)	(3,339,434)	10,643,858	(401,986)	(506,513)	(8,208,307)
Other Financing Sources (Uses)									
Operating Transfers from Other Funds	-	-	186,854	366,171	3,339,434	-	401,986	506,513	28,459,736
Operating Transfers to Other Funds	-	(4,100,000)	-	-	-	(9,300,000)	-	-	(18,664,864)
Net Other Financing Sources (Uses)	-	(4,100,000)	186,854	366,171	3,339,434	(9,300,000)	401,986	506,513	9,794,872
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	-	(965,000)	-	-	-	1,343,858	-	-	1,586,565
Estimated Fund Balance, October 1	103,187,427	4,670,126	843,685	1,951,926	32,775,748	1,603,143	1,378,439	-	213,297,563
Fund Balance Adjustment	-	-	-	-	-	-	-	-	-
Estimated Fund Balance, September 30	103,187,427	$ 3,705,126	$ 843,685	$ 1,951,926	$ 32,775,748	$ 2,947,001	$ 1,378,439	$ -	$ 214,884,128

CITY OF BROWNSVILLE, TEXAS

ALL OPERATING FUNDS
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE/NET POSITION
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

	FY 2022 ACTUAL AMOUNT	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	FY 2024 PERCENT OF TOTAL
REVENUES				
Property Taxes	$ 53,686,556	$ 56,196,198	$ 61,538,942	36.97%
Sales Taxes	41,601,586	35,984,698	35,554,010	21.36%
Non-Property Taxes	2,225,283	2,192,000	2,409,069	1.45%
Fees & Services	40,132,056	36,998,326	40,318,030	24.22%
Intergovernmental	30,392,646	22,527,261	8,987,552	5.40%
Fines & Forfeitures	2,240,373	2,977,900	2,733,700	1.64%
Licenses & Permits	3,039,199	2,290,700	2,166,051	1.30%
Interest Income	844,791	418,592	2,634,694	1.58%
Miscellaneous	3,529,220	4,941,394	4,117,558	2.47%
Utility Services From BPUB	5,334,271	4,453,850	6,015,910	3.61%
Total Revenues	183,025,981	168,980,919	166,475,516	100.00%
EXPENDITURES				
General Government	23,195,422	33,056,523	28,346,475	16.23%
Public Safety	74,298,912	69,007,182	66,770,937	38.22%
Public Works	10,942,862	14,173,636	13,626,398	7.80%
Sanitation	187,184	169,530	153,125	0.09%
Public Health	4,268,831	3,371,131	2,624,790	1.50%
Housing Assistance Programs	411,116	929,277	1,075,424	0.62%
Public Assistance	741,242	675,019	827,242	0.47%
Culture & Recreation	9,512,984	10,904,084	10,825,798	6.20%
Convention & Tourism	1,702,575	2,022,592	1,974,755	1.13%
Operating Expenses - Enterprise Funds	27,585,768	37,019,540	23,219,531	13.29%
Capital & Special Proj Exp-Local Share	-	66,000	75,000	0.04%
Economic Development	24,616	562,500	-	0.00%
Principal	14,779,000	14,279,000	17,354,000	9.93%
Interest & Fiscal Charges	6,751,163	6,350,268	7,210,348	4.13%
Capital Outlay	3,178,679	-	-	0.00%
Total Expenditures	177,580,354	192,586,282	174,683,823	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,445,627	(23,605,363)	(8,208,307)	
Other Financing Sources (Uses):				
Operating Transfers from Other Funds	45,351,745	33,866,413	28,459,736	
Operating Transfers to Other Funds	(33,062,327)	(13,400,000)	(18,664,864)	
Net Other Financing Sources (Uses)	12,289,418	20,466,413	9,794,872	
Excess (Deficiency) of Revenues and Other financing Sources Over (under) Expenditures and Other Financing Uses	17,735,045	(3,138,950)	1,586,565	
Fund Balance, October 1	191,740,523	209,475,568	206,336,618	
Fund Balance, September 30	$ 209,475,568	$ 206,336,618	$ 207,923,183	

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL REVENUE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	91,263,811	59.23%	98,736,472	59.31%	7,472,661
Convention & Tourism Fund	1,864,092	1.21%	1,936,034	1.16%	71,942
Community Development Fund	3,872,782	2.51%	3,839,303	2.31%	(33,479)
Street & Drainage Maintenance Fund	3,759,500	2.44%	4,250,500	2.55%	491,000
General Non Bonded Debt Service Fund	50	0.00%	50	0.00%	-
Debt Service Fund	22,746,625	14.76%	25,440,726	15.28%	2,694,101
Airport Fund	4,312,801	2.80%	4,482,214	2.69%	169,413
Bridge Fund	2,435,000	1.58%	3,210,000	1.93%	775,000
Motor Vehicle Parking System Fund	803,600	0.52%	426,600	0.26%	(377,000)
Event Center Fund	555,709	0.36%	461,850	0.28%	(93,859)
Public Transit System Fund	4,933,397	3.20%	4,550,858	2.73%	(382,539)
Landfill Fund	16,396,000	10.64%	17,852,000	10.72%	1,456,000
Brownsville Golf Center Fund	360,900	0.23%	459,750	0.28%	98,850
Brownsville Sports Park Fund	775,500	0.50%	829,159	0.50%	53,659
Total	**154,079,767**	**100.00%**	**166,475,516**	**100.00%**	**12,395,749**

CITY OF BROWNSVILLE, TEXAS
FISCAL YEAR 2023 AND FISCAL YEAR 2024
ANNUAL EXPENDITURE BUDGETS (EXCLUDES INTERFUND TRANSFERS)

FUNDS	Fiscal Year 2023 Budget	Percentage of Total Budget	Fiscal Year 2024 Budget	Percentage of Total Budget	Over (Under) Fiscal Year 2023 Budget
General Fund	112,459,875	66.65%	115,771,608	66.27%	3,311,733
Convention & Tourism Fund	2,022,592	1.20%	1,974,755	1.13%	(47,837)
Community Development Fund	3,872,782	2.30%	3,839,303	2.20%	(33,479)
Street & Drainage Maintenance Fund	6,074,423	3.60%	5,239,278	3.00%	(835,145)
General Non Bonded Debt Service Fund	-	0.00%	-	0.00%	-
Debt Service Fund	20,629,268	12.23%	24,564,348	14.06%	3,935,080
Airport Fund	4,312,812	2.56%	4,482,214	2.57%	169,402
Bridge Fund	66,000	0.04%	75,000	0.04%	9,000
Motor Vehicle Parking System Fund	685,774	0.41%	613,454	0.35%	(72,320)
Event Center Fund	777,791	0.46%	828,021	0.47%	50,230
Public Transit System Fund	8,897,552	5.27%	7,890,292	4.52%	(1,007,260)
Landfill Fund	6,791,056	4.02%	7,208,142	4.13%	417,086
Brownsville Golf Center Fund	837,167	0.50%	861,736	0.49%	24,569
Brownsville Sports Park Fund	1,302,324	0.77%	1,335,672	0.76%	33,348
Total	**168,729,416**	**100.00%**	**174,683,823**	**100.00%**	**5,954,407**

AD VALOREM TAX RATE DISTRIBUTION AND ESTIMATED AD VALOREM TAX COLLECTIONS

City of Brownsville
Estimated Property Tax Valuation and Revenue

Taxable Value & Levy

Total Estimated Net Taxable (Certified values + taxable value of properties under protest, lower value used).	$	10,537,338,891
Freeze Adjusted Taxable Levy @ $0.607987/100	$	57,950,591
Freeze Taxable Levy		5,292,393
Total Tax Levy	$	63,242,984

Tax to be Collected

Percentage of 2023 Tax Roll Estimated to be Collected During Fiscal Year 2024.		95.25%
Estimated 2023 Tax Levy to be Collected During FY 2024	$	60,238,942
Estimated Collection on Prior Years +/- Penalties & Discounts	$	1,300,000
Total FY 2024 Tax Collections	$	61,538,942

Tax Distribution

Fund		Current	Prior Year, Penalty & Interest, Discounts	Tax Amount Distribution
General (M&O)	60.90%	36,685,516	791,700	$ 37,477,216
Debt Service	39.10%	$ 23,553,426	$ 508,300	$ 24,061,726
Totals		$ 60,238,942	$ 1,300,000	$ 61,538,942

GENERAL FUND

This is the largest fund within the City. The general fund accounts for the majority of the financial resources of the government. General fund revenues include property taxes, sales taxes, licenses and permits, services charges, and other types of revenue. This fund includes most of the basic operating functions such as fire and police protection, municipal court, financial services, city manager, city secretary, legal, health, organizational development and human resources, engineering and public works, parks and recreation, emergency medical services (EMS), and planning and redevelopment services. The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund.

CITY OF BROWNSVILLE, TEXAS

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Property taxes plus inventory Tax	$ 31,230,473	$ 33,008,210	$ 34,058,807	$ 35,434,193	$ 37,477,216	$ 2,043,023
Sales taxes	31,079,786	36,627,560	41,601,586	35,984,698	35,554,010	(430,688)
Non-property taxes	342,604	471,429	568,148	330,000	484,114	154,114
Fines and forfeitures	2,302,081	1,983,154	2,240,373	2,197,900	2,343,700	145,800
Licenses and permits	2,449,699	2,713,012	3,039,199	2,290,700	2,166,051	(124,649)
Fees and services	10,294,595	9,232,265	10,607,364	9,357,435	9,669,300	311,865
Intergovernmental	4,462,563	14,036,337	10,460,397	4,725,148	595,063	(4,130,085)
Interest income	555,238	244,821	486,144	250,000	1,605,000	1,355,000
Miscellaneous	3,136,869	3,072,633	3,209,275	2,368,224	2,826,108	457,884
Utility Services from BPUB	4,422,971	4,452,208	5,334,271	4,453,850	6,015,910	1,562,060
Total Revenues	90,276,879	105,841,629	111,605,564	97,392,148	98,736,472	1,344,324
EXPENDITURES						
General government	20,047,105	24,399,850	23,053,551	32,413,918	27,710,141	(4,703,777)
Public safety	59,528,260	63,462,309	73,753,392	68,107,182	66,770,937	(1,336,245)
Public works	6,480,758	6,105,871	7,109,069	7,373,332	7,686,817	313,485
Sanitation	323,670	290,223	187,184	169,530	153,125	(16,405)
Public health	11,132,892	4,403,578	3,149,220	3,371,131	2,624,790	(746,341)
Public Assistance	-	-	-	-	-	-
Culture and recreation	9,349,266	8,810,192	9,506,445	10,904,084	10,825,798	(78,286)
Economic development	-	524,358	24,616	562,500	-	(562,500)
Capital outlay	580,291	960,453	1,772,969	-	-	-
Total Expenditures	107,442,242	108,956,834	118,556,446	122,901,677	115,771,608	(7,130,069)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(17,165,363)	(3,115,205)	(6,950,882)	(25,509,529)	(17,035,136)	8,474,393
TRANSFER FROM/TO OTHER FUNDS						
Operating transfers from other funds	21,870,348	31,924,044	21,049,092	22,300,000	22,300,000	-
Operating transfers to other funds	(3,697,752)	(5,636,126)	(21,616,566)	(12,840,796)	(5,264,864)	7,575,932
Net Transfers from/to Other Funds	18,172,596	26,287,918	(567,474)	9,459,204	17,035,136	7,575,932
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets	49,850	-	-	-	-	-
Net Other Financing Sources (Uses)	49,850	-	-	-	-	
Net change in fund balance	1,057,083	23,172,713	(7,518,356)	(16,050,325)	-	16,050,325
Fund balance, beginning	35,204,263	38,745,709	60,921,146	53,402,790	37,352,465	(16,050,325)
Prior period adjustment	2,484,363	(997,276)	-	-	-	
Fund balance, October 1, as stated	37,688,626	37,748,433	60,921,146	53,402,790	37,352,465	(16,050,325)
Fund Balance, September 30	$ 38,745,709	$ 60,921,146	$ 53,402,790	$ 37,352,465	$ 37,352,465	$ -

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Property taxes	$ 35,434,193	$ 37,477,216	$ 2,043,023	30.96%
Sales taxes	35,984,698	35,554,010	(430,688)	29.37%
Non-property taxes	330,000	484,114	154,114	0.40%
Fines and forfeitures	2,197,900	2,343,700	145,800	1.94%
Licenses and permits	2,290,700	2,166,051	(124,649)	1.79%
Fees and services	9,357,435	9,669,300	311,865	7.99%
Intergovernmental	4,725,148	595,063	(4,130,085)	0.49%
Interest income	250,000	1,605,000	1,355,000	1.33%
Miscellaneous	2,368,224	2,826,108	457,884	2.33%
Utility services from BPUB	4,453,850	6,015,910	1,562,060	4.97%
Operating transfers from other funds	22,300,000	22,300,000	-	18.42%
Total Revenues	119,692,148	121,036,472	1,344,324	100.00%
EXPENDITURES				
General government	32,413,918	27,710,141	(4,703,777)	22.89%
Public safety	68,107,182	66,770,937	(1,336,245)	55.17%
Public works	7,373,332	7,686,817	313,485	6.35%
Sanitation	169,530	153,125	(16,405)	0.13%
Public health	3,371,131	2,624,790	(746,341)	2.17%
Public assistance	-	-	-	0.00%
Culture and recreation	10,904,084	10,825,798	(78,286)	8.94%
Economic development	562,500	-	(562,500)	0.00%
Operating transfers to other funds	12,840,796	5,264,864	(7,575,932)	4.35%
Total Expenditures	135,742,473	121,036,472	(14,706,001)	100.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,050,325)	-		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	100	113		
Fund Balance Classifications, October 1				
Non-Spendable	160,867	403,169		
Restricted	4,265,542	4,490,806		
Committed	3,754,132	9,264,044		
Assigned	1,857,040	1,839,315		
Unassigned	43,365,209	21,355,131		
Fund Balance, October 1	53,402,790	37,352,465		
Fund Balance Classifications, September 30				

CITY OF BROWNSVILLE, TEXAS

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
Non-Spendable	403,169	403,169		
Restricted	4,490,806	4,490,806		
Committed	9,264,044	9,264,044		
Assigned	1,839,315	1,839,315		
Unassigned	21,355,131	21,355,131		
Fund Balance, September 30	$ 37,352,465	$ 37,352,465		
Days of Unassigned Fund Balance Available As Compared To Actual Expenditures Plus Cash Transfers To Other Funds	57	64		

CONVENTION AND TOURISM FUND

A fund used to account for the promotion of tourism. The primary revenues are provided by the proceeds from the City's hotel occupancy tax. Such occupancy tax is authorized by an Act of the Texas Legislature and approved for levy by the City. The Texas Act provides that the revenues derived from the levy of the tax are to be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Convention & Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Hotel/motel taxes	$ 1,494,053	$ 1,592,720	$ 1,657,133	$ 1,862,000	$ 1,924,955	$ 62,955
Event center rentals	-	7,153	-	-	-	-
Interest income	11,342	3,497	12,793	2,092	11,079	8,987
Digital frame advertising	-	-	-	-	-	-
Miscellaneous	14,639	1,276	150	-	-	-
Total Revenues	1,520,034	1,604,646	1,670,076	1,864,092	1,936,034	71,942
EXPENDITURES						
Event Center	-	-	914	-	-	-
Convention & Tourism	520,052	546,912	552,784	656,592	745,000	88,408
Brownsville Convention						-
& Visitors Bureau	-	11,000	-	15,000	15,000	-
Special Initiatives	3,074	51,259	82,873	61,000	61,000	-
Special projects	68,435	9,162	10,139	-	-	-
Gladys Porter Zoo	491,434	196,684	752,741	550,000	550,000	-
Contingency Contingencies	12,500	-	-	-	-	-
Society for the Performing Arts-Event	50,000	41,000	41,000	45,000	45,000	-
Camille Playhouse	25,000	21,250	-	-	25,000	25,000
Brownsville Historical Association	185,000	82,467	88,700	200,000	101,000	(99,000)
The Children's Museum of Brownsville	63,000	53,550	53,550	80,000	80,000	-
Brownsville Museum of Fine Arts	75,000	63,750	63,750	78,000	80,000	2,000
Costumes of the Americas-Tourist Attraction	22,000	6,233	-	-	-	-
Gorgas Science Foundation - Sabal Palms	36,780	31,263	31,263	37,000	27,500	(9,500)
Charro Days	-	-	20,000	50,000	67,000	17,000
Brownsville Wellness Coalition	-	-	-	-	14,255	14,255
Mitte Cultural District	-	-	15,000	40,000	39,000	(1,000)
Mr. Amigo	-	-	-	75,000	75,000	-
Holiday Village	-	-	-	10,000	10,000	-
Sombrero Fest	-	-	-	100,000	-	(100,000)
Brownsville Beerfest	-	-	-	25,000	-	(25,000)
City Cruisers	-	-	-	-	10,000	10,000
BTX United	-	-	-	-	10,000	10,000
Nuestra Cultura Mariachi	-	-	-	-	20,000	20,000
Total Expenditures	1,552,275	1,114,530	1,712,714	2,022,592	1,974,755	(47,837)
Excess (deficiency) of Revenues Over (under) Expenditures	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	-	-	-	-	-	-
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Net change in fund balances	(32,241)	490,116	(42,638)	(158,500)	(38,721)	119,779
Fund Balances, October 1,	792,026	534,224	1,024,340	981,702	823,202	-
Prior Period Adjustment	(225,561)	-	-	-	-	-
Fund Balance, September 30	$ 534,224	$ 1,024,340	$ 981,702	$ 823,202	$ 784,481	$ 119,779

CITY OF BROWNSVILLE, TEXAS

Convention and Tourism Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Hotel/Motel Taxes	$ 1,862,000	$ 1,924,955	62,955	99.43%
Interest Income	2,092	11,079	8,987	0.57%
Total Revenues	1,864,092	1,936,034	71,942	100.00%
EXPENDITURES				
Convention & Tourism	656,592	745,000	88,408	37.73%
Brownsville Convention & Visitors Bureau	15,000	15,000	-	0.76%
Special Initiatives	61,000	61,000	-	3.09%
Gladys Porter Zoo	550,000	550,000	-	27.85%
Society for the Performing Arts-Event	45,000	45,000	-	2.28%
Brownsville Historical Association	200,000	101,000	(99,000)	5.11%
The Children's Museum of Brownsville	80,000	80,000	-	4.05%
Brownsville Museum of Fine Arts	78,000	80,000	2,000	4.05%
Gorgas Science Foundation - Sabal Palms	37,000	27,500	(9,500)	1.39%
Charro Days	50,000	67,000	17,000	3.39%
Mitte Cultural District	40,000	39,000	(1,000)	1.97%
Mr. Amigo	75,000	75,000	-	3.80%
Holiday Village	10,000	10,000	-	0.51%
Sombrero Fest	100,000	-	(100,000)	0.00%
Brownsville Beerfest	25,000	-	(25,000)	0.00%
City Cruisers	-	10,000	10,000	0.51%
BTX United	-	10,000	10,000	0.51%
Nuestra Cultura Mariachi	-	20,000	20,000	1.01%
Total Expenditures	2,022,592	1,974,755	(87,837)	97.97%
Excess (Deficiency) of Revenues Over (Under) Expenditures	(158,500)	(38,721)		
Fund Balance, October 1	981,702	823,202		
Fund Balance, September 30	$ 823,202	$ 784,481		

COMMUNITY DEVELOPMENT FUND

A fund used to account for the operations of the Community Development Block Grant Program/Metropolitan Entitlement funds. The entitlement funds are received from the United States department of Housing and Urban Development. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Community Development Fund
Statement of Revenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Intergovernmental	$ 5,309,799	$ 4,601,204	$ 4,280,945	$ 3,872,782	$ 3,839,303	$ (33,479)
Miscellaneous	50,488	58,368	34,960	-	-	-
Total Revenues	5,360,287	4,659,572	4,315,905	3,872,782	3,839,303	(33,479)
EXPENDITURES						
General Government	465,960	353,906	131,732	642,605	636,334	(6,271)
Public Safety	-	-	-	900,000	-	(900,000)
Public Works	-	-	545,520	725,881	700,303	(25,578)
Public Health	-	-	1,119,611	-	-	-
Housing Assistance Programs	1,477,087	2,029,982	411,116	929,277	1,075,424	146,147
Public Assistance	458,403	401,930	741,242	675,019	827,242	152,223
Parks & Recreation	-	-	-	-	600,000	600,000
Culture & Recreation	-	74,095	6,539	-	-	-
Capital Outlay	3,152,222	1,778,238	1,405,710	-	-	-
Total Expenditures	5,553,672	4,638,151	4,361,470	3,872,782	3,839,303	(33,479)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,385)	21,421	(45,565)	-	-	-
Other financing Sources (uses)						
Operating Transfers From Other Funds	-	-	-	-	-	-
Operating Transfers To Other Funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	-	-	-	-	-	-
Over (Under) Expenditures and Other Financing Sources	(193,385)	21,421	(45,565)	-	-	-
Fund Balances, October 1	269,566	76,181	97,602	52,037	52,037	-
Fund Balance, September 30	$ 76,181	$ 97,602	$ 52,037	$ 52,037	$ 52,037	$ -

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

	Exp. Function Code	Revenue or Expenditure Accounts	Totals
REVENUES:			
Grant Revenues 49th Year Supplemental Statement (Community Development Block Grant - CDBG)		2,581,603	
Emergency Shelter Grant (ESG)		229,451	
Home Program Revenues (HOME)		1,028,249	
TOTAL REVENUES			3,839,303
EXPENDITURES:			
PUBLIC FACILITIES AND IMPROVEMENTS:			
CDBG			
COB- Public Works-Street Improvement Project	PW	700,303.00	
COB-Rehabilitation Program	HA	150,000.00	
COB-Book'd in the Shade	PA	150,000.00	
COB-Oliveira Park Improvement	PR	300,000.00	
COB- Gonzalez Park Improvement	PR	300,000.00	
COB- Multimodal- Bus Shelter Project	PA	175,000.00	
TOTAL			1,775,303
SOCIAL SERVICES:			
CDBG			
Brownsville Society for Crippled Children dba Moody Clinic	PA	20,000	
Court Appointed Special Advocates (CASA) of Cameron and Willacy Counties	PA	50,000	
Sunshine Have, Inc. - Palliative Patient Care	PA	70,000	
Tip of Texas	PA	25,000	
Amigos del Valle	PA	80,000	
Good Neighbor Settlement House -Mesa Llena Food Pantry	PA	45,000	
TOTAL			290,000
ESG			
Friendship of Women - Emergency Shelter	PA	50,000	
Friendship of Women - HMIS	PA	10,000	
Friendship of Women - Rapid Rehousing	PA	31,000	
Ozanam Center - HMIS	PA	10,000	
Ozanam Center - Emergency Shelter	PA	37,671	
Good Neighbor- Street Outreach	PA	20,000	
Good Neighbor-HMIS	PA	10,000	
Good Neighbor- Emergency Shelter	PA	30,000	
Ozanam Center- Rapid Rehousing	PA	13,572	
TOTAL			212,242

City of Brownsville
Community Development Fund
Revenue & Expenditure Budget
Fiscal Year 2024

HOME			
BAHC- Energy Efficient Homes- New construction	HA	498,000	
CDCB - Homebuyer Assistance Program	HA	427,424	
TOTAL			925,424
COMMITMENTS:			
COB - CDBG Admin	GG	516,300	
COB - ESG Admin	GG	17,209	
COB - Home Admin	GG	102,825	
TOTAL			636,334
TOTAL CDBG, ESG, & HOME EXPENDITURES			3,839,303

Expenditure Category Summary

General Government	GG	636,334	
Debt Service	DS	-	
Culture & Recreation	CR	-	
Housing Assistance	HA	1,075,424	
Parks & Recreation	PR	600,000	
Public Assistance	PA	827,242	
Public Health	PH	-	
Public Safety	PS	-	
Public Works	PW	700,303	
			3,839,303

STREET & DRAINAGE MAINTENANCE FUND

A fund used to account for street and drainage maintenance operations. The primary revenues are provided by the proceeds of the service charge established by ordinance for the maintenance of city easements and rights-of-way. This fund is classified as a special revenue fund, which is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

CITY OF BROWNSVILLE, TEXAS

Street & Drainage Maintenance Fund
Statement of Revevenues, Expenditures, & Changes in Fund Balance
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Maintenance Fee El Jardin	$ 22,903	$ 23,441	$ 23,262	$ 25,000	$ 25,000	$ -
Maintenance Fee PUB	3,531,676	3,711,583	3,696,822	3,700,000	3,700,000	-
Maintenance Fee Military Hwy	22,592	24,073	25,342	25,000	25,000	-
Maintenance Fee Olmito water supply	13,988	13	-	-	-	-
Miscellaneous	-	86,663	13,339	-	-	-
Interest Earned	8,431	9,342	15,042	9,500	500,500	491,000
Total Revenues	3,599,590	3,855,115	3,773,807	3,759,500	4,250,500	491,000
EXPENDITURES						
Personnel Services	1,381,161	1,561,637	1,493,924	1,869,679	1,984,738	115,059
Materials and Supplies	187,266	218,380	343,524	339,806	350,350	10,544
Maintenance of Bldgs. and Structures	549,874	1,295,468	983,954	1,543,000	1,543,000	-
Maintenance of Equipment	619,227	635,845	741,158	890,079	911,994	21,915
Miscellaneous Services	102,362	75,731	21,183	287,650	287,650	-
Unemployment Ins Premium	13,383	4,445	-	-	-	-
Equipment $15,000 and Over	-	-	-	32,459	-	(32,459)
Service & Contingency	111,597	413,411	115,146	111,750	161,546	49,796
Structures	-	-	134,904	1,000,000	-	(1,000,000)
Total Expenditures	2,964,870	4,204,917	3,833,793	6,074,423	5,239,278	(835,145)
Excess (Deficiency) of Revenues Over (Under) Expenditures	634,720	(349,802)	(59,986)	(2,314,923)	(988,778)	1,326,145
Other financing Sources (uses)						
Operating transfers from other funds	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	697,366	632,083	1,930,000	2,314,923	988,778	(1,326,145)
Over (Under) Expenditures and Other Financing Sources	1,332,086	282,281	1,870,014	-	-	-
Fund Balances, October 1	-	1,332,086	1,614,367	3,484,381	3,484,381	-
Fund Balance, September 30	$ 1,332,086	$ 1,614,367	$ 3,484,381	$ 3,484,381	$ 3,484,381	$ -

**Fund created FY 2020.*

GENERAL NON-BONDED DEBT SERVICE FUND

A fund used to account for the debt service on other general governmental non-bonded long-term debt of the city, such as lease-purchases. This fund is classified as a debt service fund, which is used to account for the accumulation of resources and the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL NON-BONDED DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 12,721	$ 11,102	$ 11,114	$ 11,231	$ 11,281	$ 50
Plus: Revenues	115	13	117	50	50	-
Transfers From Other Funds	726,800	970,310	500,000	-	-	-
Total Amount Available	739,636	981,424	511,231	11,281	11,331	50
Less Expenditures	728,534	970,310	500,000	-	-	-
Ending Fund Balance	11,102	11,114	11,231	11,281	11,331	50
Revenues & Transfers						
Interest Earned-Investments	115	13	117	50	50	-
Transfer from General Fund	226,800	470,310	-	-	-	-
Transfers from Landfill Fund	500,000	500,000	500,000	-	-	-
Transfer form Other Funds	-	-	-	-	-	-
Transfer from 2007 C.O. Fund	-	-	-	-	-	-
						-
Total Revenues & Transfers	726,915	970,323	500,117	50	50	-
						-
Debt Service Requirements						-
Note Principal	528,800	770,576	500,000	-	-	-
Lease Principal	199,734	199,734	-	-	-	-
Lease Interest	-	-	-	-	-	-
						-
Total Debt Service Requirements	$ 728,534	$ 970,310	$ 500,000	$ -	$ -	$ -

GENERAL BOND DEBT SERVICE FUND

A fund used to account for the debt service on legally restricted general bonded obligation long-term debt of the city. This fund is classified as a debt service fund, which is used to account for the accumulation of resources for the payment of principal and interest on the general governmental long-term debt of the city.

CITY OF BROWNSVILLE, TEXAS

SUMMARY OF GENERAL DEBT SERVICE FUND
FUND BALANCE SUMMARY
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
Beginning Fund Balance	$ 645,914	$ 644,363	$ 1,595,187	$ 2,567,104	$ 5,054,461	$ 2,487,357
Plus: Revenues	34,627,726	63,926,586	21,632,080	22,746,625	25,440,726	2,694,101
Transfers From Other Fds	365,000	371,408	370,000	370,000	370,000	-
Total Amount Available	35,638,640	64,942,357	23,597,267	25,683,729	30,865,187	5,181,458
Less Expenditures	34,994,277	63,347,170	21,030,163	20,629,268	24,564,348	3,935,080
Ending Fund Balance	644,363	1,595,187	2,567,104	5,054,461	6,300,839	9,116,538
Revenues & Transfers:						
Property Taxes-Current	14,672,737	15,886,904	16,818,397	17,014,582	20,998,715	3,984,133
Property Taxes-Current Del.	2,542,014	2,486,278	2,356,507	2,989,533	2,554,711	(434,822)
Property Taxes-Prior Yr Del.	594,484	589,969	462,868	700,670	491,129	(209,541)
Penalty & Interest	408,305	403,516	424,242	477,624	491,129	13,505
Property Taxes-Discounts	(366,475)	(393,900)	(434,265)	(420,404)	(473,958)	(53,554)
Interest Earned-Investments	53,997	43,222	29,509	15,000	70,000	55,000
PID Contribution	93,993	95,259	96,255	92,000	-	(92,000)
Refunding Bonds Issued	12,915,000	39,290,000	-	-	-	-
Premium on Refunding Bonds	1,854,770	3,646,719	-	-	-	-
Transfer from General Fund	-	-	-	-	-	-
Transfer from Fund 49	365,000	371,004	370,000	370,000	370,000	-
Transfer from Fund 802	0	-	-	-	-	-
4A Contribution	1,493,902	1,513,620	1,513,566	1,512,620	944,000	(568,620)
4B Contribution	365,000	365,000	365,000	365,000	365,000	-
Total Revenues & Transfers	34,992,727	64,297,591	22,002,080	23,116,625	25,810,726	2,694,101
Debt Service Requirements						
Principal on Bonds	10,825,000	9,830,000	10,095,000	10,095,000	10,315,000	220,000
Interest on Bonds	2,607,661	2,758,643	3,058,497	3,058,497	2,214,994	(843,503)
Principal on C.O.	2,480,000	3,585,000	4,184,000	4,184,000	7,039,000	2,855,000
Interest on C.O.	3,656,910	3,301,412	3,660,671	3,268,271	4,977,804	1,709,533
Fiscal Agent Fees	20,200	43,100	23,800	23,500	17,550	(5,950)
BND Note Principal	375,158	395,791	-	-	-	-
BND Note Interest	42,402	21,769	-	-	-	-
Tax Note Principal	-	-	-	-	-	-
Tax Note Interest	128,100	69,510	-	-	-	-
Cost of Issuance	273,535	337,168	-	-	-	-
Contribution on Ref. Bonds	-	236,835	-	-	-	-
Payment of Refund Escrow Agent	14,505,185	42,522,424	-	-	-	-
Underwriters Discount	73,732	237,669	-	-	-	-
Other	6,395	7,850	8,195	-	-	-
Total Debt Service Requirements	$ 34,994,278	$ 63,347,171	$ 21,030,163	$ 20,629,268	$ 24,564,348	$ 3,935,080

City of Brownsville, Texas
Summary of Total Debt Service Requirements
For All Outstanding Debt
For Beginning of Fiscal Year 2024

General Obligation Bonds	Principal	Interest
G.O. Refunding Bonds, Series 2014	8,880,000.00	434,000.00
G.O. Refunding Bonds, Series 2016	5,435,000.00	722,775.00
G.O. Refunding Bonds, Series 2016A	5,345,000.00	413,375.02
G.O. Refunding Bonds, Series 2017A	3,290,000.00	427,500.00
G.O. Refunding Bonds, Series 2019A	8,205,000.00	1,476,875.00
G.O. Refunding Bonds, Series 2020A	3,555,000.00	593,800.00
G.O. Refunding Bonds, Series 2020B	13,145,000.00	1,358,301.38
G.O. Refunding Bonds, Series 2021 (AMT)	14,420,000.00	6,272,425.00
Total G.O. Bonds Outstanding	62,275,000.00	11,699,051.40
Certificates of Obligation		
C.O. Series, 2012B	60,000.00	996.00
C.O. Series, 2013A	835,000.00	28,081.25
C.O. Series, 2015	6,275,000.00	1,578,262.50
C.O. Series, 2016	8,615,000.00	2,109,206.25
C.O. Series, 2017	14,190,000.00	6,093,025.00
P.P.F.C.O Series, 2017	3,125,000.00	595,900.00
C.O. Series, 2018 (AMT)	21,200,000.00	11,839,334.55
C.O. Series, 2019	5,185,000.00	1,963,175.00
C.O. Series, 2020	5,925,000.00	0.00
C.O. Series, 2020A	8,150,000.00	3,170,725.00
C.O. Series, 2021	6,807,000.00	0.00
C.O. Series, 2022	18,800,000.00	8,334,150.00
C.O. Series, 2023	28,020,000.00	15,065,283.33
Total C.O. Bonds Outstanding	127,187,000.00	50,778,138.88
Total G.O. & C.O. Bonds Outstanding Principal & Interest	189,462,000.00	62,477,190.28

City of Brownsville, Texas
Summary of Total Debt Service Requirements
Fiscal Year 2024

General Obligation Bonds	Principal	Interest	Total
G.O. Refunding Bonds, Series 2014	6,075,000	292,125	6,367,125
G.O. Refunding Bonds, Series 2016	820,000	247,150	1,067,150
G.O. Refunding Bonds, Series 2016A	905,000	153,434	1,058,434
G.O. Refunding Bonds, Series 2017A	595,000	149,625	744,625
G.O. Refunding Bonds, Series 2019A	-	410,250	410,250
G.O. Refunding Bonds, Series 2020A	670,000	147,050	817,050
G.O. Refunding Bonds, Series 2020B	795,000	234,185	1,029,185
G.O. Refunding Bonds, Series 2021 (AMT)	455,000	581,175	1,036,175
Total G.O. Bonds Outstanding	**$ 10,315,000**	**$ 2,214,994**	**$ 12,529,994**

Certificates of Obligation	Principal	Interest	Total
C.O. Series, 2012B	60,000	996	60,996
C.O. Series, 2013A	410,000	20,856	430,856
C.O. Series, 2015	230,000	240,425	470,425
C.O. Series, 2016	520,000	303,413	823,413
C.O. Series, 2017	200,000	679,850	879,850
P.P.F.C.O Series, 2017	295,000	119,100	414,100
C.O. Series, 2018 (AMT)	540,000	1,016,706	1,556,706
C.O. Series, 2019	220,000	228,150	448,150
C.O. Series, 2020	350,000	-	350,000
C.O. Series, 2020A	325,000	340,125	665,125
C.O. Series, 2021	379,000	-	379,000
C.O. Series, 2022	715,000	806,025	1,521,025
C.O. Series, 2023	2,795,000	1,222,158	4,017,158
Total C.O. Bonds Outstanding	**$ 7,039,000**	**$ 4,977,804**	**$ 12,016,804**
Total G.O. & C.O. Bonds Outstanding Principal & Interest	**$ 17,354,000**	**$ 7,192,798**	**$ 24,546,798**
Less Amount Paid From:			
2018 CO (AMT) (4A) GBIC Self Fd	(327,461)	(616,539)	(944,000)
2018 CO (AMT) (4B) BCIC Self Fd	(126,613)	(238,387)	(365,000)
2018 CO (AMT) (PFC) PFC Self Fd	(250,000)	-	(250,000)
	(704,074)	(854,926)	(1,559,000)
Plus Amounts Paid For:			
Paying Agent Fees			17,550
Interest on Unused Portion on Airport Tax Note			-
BND 20-yr Note			-
Total GO, CO, and Note Debt Payments to be Paid from Property Taxes			$ 23,005,348

AIRPORT AND BUSINESS-INDUSTRIAL PARKS FUND

A fund used to account for the provision of airport facilities to commercial passenger and cargo aircraft, and private aircraft on behalf of the residents of the City and the Rio Grande Valley. Also, to account for the provisions of business and industrial park facilities (including the foreign trade zone) to various businesses for the behalf of the residents of the City and the Rio Grande Valley. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Airport Fund
Revenue & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Airline/Other Aeronautical Revenue:						
Landing Fees	$ 96,801	$ 127,626	$ 90,561	$ 82,000	$ 67,300	$ (14,700)
Fuel Flowage Fees	154,215	194,851	145,863	133,000	120,000	(13,000)
FBO Revenue Contract or Sponsor Operated	161,721	174,082	236,195	236,000	237,300	1,300
Cargo and Hangar Rentals	234,095	210,647	238,230	238,000	235,500	(2,500)
Miscellaneous	-	-	-	-	600	600
Air Cargo Ramp	3,405	3,296	3,650	3,000	2,500	(500)
Terminal Use Fees	17,000	22,800	4,400	4,000	1,200	(2,800)
FIS Charges	1,095	1,397	460	400	200	(200)
Exclusive Space Fees	118,222	111,066	121,162	120,000	121,200	1,200
Joint Use Space Fee	192,338	177,910	194,084	194,000	194,000	-
Loading Bridge Fee	16,722	18,590	23,301	20,000	16,000	(4,000)
Late Charges	-	139	25,988	-	-	-
Baggage Make-Up Canopy	5,468	5,136	5,604	4,000	5,200	1,200
Charter Landing Fee W/Passenger	-	-	-	-	-	-
Total Airline/Other Aeronautical Revenue	1,001,082	1,047,540	1,089,498	1,034,400	1,001,000	(33,400)
Non-Aeronautical:						
Rent/Land Rental	1,181,514	1,137,074	1,174,920	1,164,000	1,191,600	27,600
Concessions	-	5,201	12,869	12,000	9,600	(2,400)
Rental Cars	439,090	392,855	629,624	393,000	539,400	146,400
Interest Income	998	5,191	129,393	9,000	34,400	25,400
Lease Utility Apportionment	870	797	1,270	900	3,700	2,800
Taxi Fees	-	-	-	-	-	-
Metered Parking	-	-	-	-	-	-
Terminal Advertising	40,834	6,651	360	500	100	(400)
Parking Lot Fees	124,162	83,716	201,892	188,000	350,000	162,000
Miscellaneous	23,308	16,865	25,896	38,000	305,800	267,800
Total Non-Aeronautical Revenue	1,810,776	1,648,350	2,176,224	1,805,400	2,434,600	629,200
Capital Contributions and Operating Transfers:						
Capital Contributions	-	-	562,456	-	-	-
Transfers In	1,250,000	1,226,641	-	-	-	-
TxDot Contribution	34,133	50,000	50,000	38,381	50,000	11,619
TxDot Cares Act	-	688,621	842,270	1,433,631	996,614	(437,017)
SCASDP Grant DOT Contribution	-	-	-	-	-	-
Total Other Revenues or Receipts	1,284,133	1,965,262	1,454,726	1,472,012	1,046,614	(425,398)
Total Revenues and Transfers	4,095,991	4,661,152	4,720,448	4,311,812	4,482,214	170,402
EXPENSES						
Fire Operations	647,106	832,667	873,702	790,746	820,783	30,037
BPD Airport Security	123,016	123,309	147,709	125,522	116,677	(8,845)
Airport Administration	961,103	942,285	1,016,672	1,197,624	1,275,426	77,802
Airport Maintenance	980,506	1,401,042	1,618,251	1,827,039	1,888,264	61,225
Airport Operations	189,537	231,954	223,059	311,351	276,516	(34,835)
Airport Security	159,450	132,022	43,334	60,530	65,666	5,136
Service & Contingency	421,436	503,390	(266,818)	-	38,882	38,882
Total Expenses	3,482,154	4,166,669	3,655,909	4,312,812	4,482,214	169,402
Revenues Over (Under) Expenses	$ 613,837	$ 494,483	$ 1,064,539	$ (1,000)	$ -	$ 1,000

Note: Expenses do not include depreciation.

BRIDGE FUND

This fund is used to account for debt service expenditures associated with the retirement of revenue bonds being shared equally between Cameron County and the City of Brownsville for the construction of the Veteran's International Bridge at Los Tomates.

CITY OF BROWNSVILLE, TEXAS

Bridge Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
City's Share of Bridge's	$ 2,342,865	$ 2,805,450	$ 3,398,597	$ 2,400,000	$ 3,100,000	$ 700,000
Reimbursable Serv. Program	16,220	-	-	-	-	-
Misc. Revenues	20,969	(15,259)	-	-	-	-
Interest Earned	101,225	60,580	61,858	35,000	110,000	75,000
Total Revenues	2,481,279	2,850,771	3,460,455	2,435,000	3,210,000	775,000
EXPENSES						
CBP Overtime	41,068	-	75,202	66,000	75,000	9,000
Total Expenses	41,068	-	75,202	66,000	75,000	9,000
Income (Loss) Before Operating Transfers	2,440,211	2,850,771	3,385,253	2,369,000	3,135,000	766,000
Operating Transfer From/						
(To) General Fund	(1,500,000)	(2,100,000)	(2,100,000)	(3,100,000)	(3,100,000)	-
(To) Capital Outlay Fund	(488,000)	(400,000)	(400,000)	(400,000)	(400,000)	-
(To) Fleet & Facility Services Fund	(359,229)	(600,000)	(600,000)	(600,000)	(600,000)	-
(To) OPEB Trust Fund	(1,000,000)	-	-	-	-	-
Net Other Financing Sources (uses)	(3,347,229)	(3,100,000)	(3,100,000)	(4,100,000)	(4,100,000)	-
Net Income (Loss)	(907,018)	(249,229)	285,253	(1,731,000)	(965,000)	766,000
Net Position, October 1	7,274,210	6,367,192	6,117,963	6,403,216	4,672,216	(1,731,000)
Net Position, September 30	$ 6,367,192	$ 6,117,963	$ 6,403,216	$ 4,672,216	$ 3,707,216	$ (965,000)

MOTOR VEHICLE PARKING SYSTEM FUND

A fund used to account for the provision of certain public parking facilities to the residents of the City and surrounding areas. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination or revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, other purposes.

CITY OF BROWNSVILLE, TEXAS

Motor Vehicle Parking System Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Overparking Fines	$ 78,467	$ 40,230	$ 20,915	$ 80,000	$ 40,000	$ (40,000)
Parking Meters	198,292	173,534	92,642	700,000	350,000	(350,000)
Parking Administration Fee	1,724	-	-	-	-	-
Miscellaneous	168	75	66	-	5,000	5,000
Parking Lot Rental	20,614	20,277	18,139	18,000	19,000	1,000
Online Convienience Fee	56	35	35	100	100	-
Crossroads Event	14,782	-	-	-	-	-
Interest income	11,827	5,688	7,233	5,500	12,500	7,000
Total Revenues	325,930	239,839	139,030	803,600	426,600	(377,000)
EXPENSES						
Personnel Costs	247,135	190,486	89,485	394,847	313,746	(81,101)
Materials & Supplies	19,222	17,131	27,852	73,335	56,335	(17,000)
Maintenance of Buildings	-	3,923	2,548	4,700	4,700	-
Maintenance of Equipment	20,247	49,987	43,536	47,192	47,192	-
Miscellaneous Services	14,571	9,993	11,760	62,700	62,700	-
Unemployment Ins. Premium	-	325	-	-	-	-
Indirect Cost	17,002	14,838	21,701	20,000	20,000	-
Special Projects	53,657	8,614	949	83,000	100,000	17,000
General Services & Contingency	-	-	-	-	8,781	8,781
OPEB Expense	21,923	8,563	(32,917)	-	-	-
Net Pension	20,542	2,680	8,959	-	-	-
Equipment $15,000 and Over	-	-	36,400	-	-	-
Disposition Write Off	14,429	-	-	-	-	-
Depreciation Expense	8,992	4,385	4,385	-	-	-
Total Expenses	437,720	310,924	214,658	685,774	613,454	(72,320)
Income (Loss) Before Operating Transfers	(111,790)	(71,085)	(75,628)	117,826	(186,854)	(304,680)
Operating Transfer (To) From Other Funds	-	-	-	-	186,854	186,854
Net Income (Loss)	(111,790)	(71,085)	(75,628)	117,826	-	(117,826)
Net Position, October 1	1,070,329	958,539	887,454	811,826	929,652	117,826
Net Position, September 30	$ 958,539	$ 887,454	$ 811,826	$ 929,652	$ 929,652	$ -

EVENT CENTER FUND

An enterprise fund to account for the revenue and expenses related to the Event Center located at 1 Events Center Boulevard, Brownsville, Texas 78526. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises- where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Event center rentals	$ 165,224	$ 151,372	$ 345,783	$ 543,859	$ 450,000	$ (93,859)
Event center expo	-	-	9,400	10,000	10,000	-
Interest income	186	250	897	1,000	1,000	-
Digital frame advertising	600	400	600	750	750	-
Miscellaneous	401	333	-	100	100	-
Total Revenues	166,411	152,355	356,680	555,709	461,850	(93,859)
EXPENDITURES						
Personnel Services	436,036	284,724	278,599	473,530	456,588	(16,942)
Materials and Supplies	47,688	76,348	82,526	47,360	62,360	15,000
Maintenance of Bldgs. and Structures	7,313	10,627	4,643	9,000	12,000	3,000
Maintenance of Equipment	10,365	3,693	4,054	28,050	10,050	(18,000)
Miscellaneous Services	174,939	157,802	189,734	184,851	236,925	52,074
Indirect Costs	37,122	28,133	29,058	35,000	35,000	-
General Services & Contingency	-	-	-	-	15,098	15,098
Unemployment Ins Prem	(128)	-	-	-	-	-
Contingency Net Pension	71,670	20,085	(1,703)	-	-	-
Contingency OPEB	24,248	16,628	(63,852)	-	-	-
Depreciation Expense	142,557	88,142	72,071	-	-	-
Total Expenditures	951,810	686,182	595,130	777,791	828,021	50,230
Excess (deficiency) of Revenues Over (under) Expenditures	(785,399)	(533,827)	(238,450)	(222,082)	(366,171)	(144,089)
OTHER FINANCING SOURCES (USES)						
Operating transfers from other funds	381,930	564,707	197,584	222,082	366,171	144,089
Operating transfers to other funds	-	-	-	-	-	-
Net Other Financing Sources (uses)	381,930	564,707	197,584	222,082	366,171	144,089
Net change in fund balances	(403,469)	30,880	(40,866)	-	-	-
Fund Balances, October 1,	2,324,517	1,921,048	1,951,928	1,911,062	1,911,062	-
Prior Period Adjustment	-	-	-	-	-	-
Fund Balance, September 30	$ 1,921,048	$ 1,951,928	$ 1,911,062	$ 1,911,062	$ 1,911,062	$ -

**Fund created FY 2020.*

CITY OF BROWNSVILLE, TEXAS

Event Center Fund
Revenues, Expenses and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Event Center Rentals	$ 543,859	$ 450,000	$ (93,859)	$ 54.35%
Event center expo	10,000	10,000	-	1.21%
Interest Income	1,000	1,000	-	0.12%
Miscellaneous	850	850	-	0.10%
Transfers From General Fund	222,082	366,171	144,089	44.22%
Total Revenues	777,791	828,021	50,230	100.00%
EXPENSES				
Personnel Services	473,530	456,588	(16,942)	55.14%
Materials and Supplies	47,360	62,360	15,000	7.53%
Maintenance of Bldgs. and Structures	9,000	12,000	3,000	1.45%
Maintenance of Equipment	28,050	10,050	(18,000)	1.21%
Miscellaneous Services	184,851	236,925	52,074	28.61%
Indirect Costs	35,000	35,000	-	4.23%
General Services & Contingency	-	15,098	15,098	1.82%
Total Expenses	777,791	828,021	35,132	100.00%
Net Income (Loss)	-	-		
Net Position, October 1	1,911,062	1,911,062		
Adjustment	-	-		
Net Position, September 30	$ $ 1,911,062	$ $ 1,911,062		

PUBLIC TRANSIT FUND

A fund used to account for the public mass transportation services (Bus services) to the residents of the City and surrounding areas. This fund is classified as an enterprise. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Operating Revenues:			
Charges for Services: Fares	787,154	637,900	822,206
Rents	799,455	527,082	549,080
Operating Revenue Total	1,586,609	1,164,982	1,371,286
Operating Expenses:			
Finance	42,255	77,789	78,540
BPD Security	18,620	84,413	83,487
General Administration	1,066,247	1,159,374	1,631,932
Parking Garage	22,578	52,575	39,743
Fixed Route Operations	3,247,157	3,505,856	4,142,852
Facility Maintenance	847,474	852,026	991,710
Paratransit Services	592,636	666,023	655,988
Fleet Maintenance	140,869	241,580	266,040
RGV Metro Express	-	49,062	-
Operating Expenses Total	5,977,837	6,688,698	7,890,292
Operating Loss Before Non-Operating Revenue (Expenses), Transfers and Contributions	(4,391,228)	(5,523,716)	(6,519,006)
Non-Operating Revenue (Expenses):			
Miscellaneous Revenue	464,220	78,900	68,000
Interest Income	11,546	5,000	5,000
RGV Metro Express	-	49,062	-
FTA Planning	-	27,570	-
FTA Capital Preventive Maintenance	(1,298,134)	-	-
FTA Capital	(1,283,709)	(13,922,165)	-
Special Projects (Shelters, Rolling Stock,contingency)	-	(106,753)	-
Non-Operating Revenue (Expenses)Total	(2,106,077)	(13,868,386)	73,000
Loss Before Transfers & Contributions	(6,497,305)	(19,392,102)	(6,446,006)
FTA Share Planning	-		27,570
FTA Share Preventive Maintenance	-		
FTA Capital	4,687,570	11,624,084	
FTA CARES Act Operating Loss	-		2,294,253
State URB	601,235	601,235	601,235
Other Contributions Operating	289,173	232,000	211,084
Transfers In - COB 2017/2022 C.O., Capital Contribution	13,350	910,688	535,688
Transfers In - COB, General Fund Capital	299,652	5,201,377	341,614
Transfers In - COB, General Fund Operating	1,521,919	1,467,620	2,434,562
Transfers and Contributions Total	7,412,898	20,037,004	6,446,006

City of Brownsville, Texas
Public Transit Fund
Analysis Operating/Capital/Planning Contributions and Expenses
Unaudited

	Actuals FY2022	Budget FY2023	Proposed FY2024
Revenue/Contribution Ratios:			
Fare Revenues	9%	3%	10%
Rent Revenues	9%	3%	7%
Miscellaneous Revenues	6%	0%	1%
State URB	7%	3%	8%
Other Contributions Operating	3%	1%	3%
Other Contributions	0%	0%	0%
FTA Share	55%	56%	0%
FTA Cares	0%	0%	29%
C.O. Capital Contributions	0%	4%	7%
General Fund Contribution	21%	32%	35%
Total Revenues	9,475,273	21,362,518	7,890,292
Total Operating Exp	5,977,837	6,688,698	7,890,292
Total Other Exp	2,581,843	14,028,918	-
	8,559,680	20,717,616	7,890,292
Revenues Over (Under) Expenses	915,593	644,902	-

LANDFILL FUND

A fund used to account for the operations of the City of Brownsville's Landfill. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Landfill Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Residential Garbage Fees	$ 3,100,000	$ 3,100,000	$ -	$ 17.37%
Commercial Garbage Fees	1,080,000	1,150,000	70,000	6.44%
Landfill Fees	9,800,000	11,000,000	1,200,000	61.62%
FUMECF Fees - BPUB	2,300,000	2,300,000	-	12.88%
FUMECF Fees - El Jardin	17,000	17,000	-	0.10%
FUMECF Fees - Olmito Water Supply	-	-	-	0.00%
FUMECF Fees - Military Hwy Water Supply	12,000	12,000	-	0.07%
Interest Income	83,000	270,000	187,000	1.51%
Miscellaneous	4,000	3,000	(1,000)	0.02%
Transfer From General Fund	-	-	-	0.00%
Total Revenues	16,396,000	17,852,000	1,456,000	100%
EXPENSES				
Landfill BPD Security	26,232	25,028	(1,204)	0.15%
Landfill	5,463,515	4,108,881	(1,354,634)	24.89%
Waste Minimization	433,854	479,934	46,080	2.91%
Greens Division	-	-	-	0.00%
Hotshot Crew	960,855	992,190	31,335	6.01%
Ecological Management	113,000	117,139	4,139	0.71%
General Services & Contingency	-	96,370	96,370	0.58%
BPUB Collection Fee	450,000	450,000	-	2.73%
El Jardin Collection Fee	19,000	19,000	-	0.12%
Olmito Water Collection Fee	-	-	-	0.00%
Military Hwy Collection Fee	4,500	4,500	-	0.03%
Landfill Closure	-	-	-	0.00%
Landfill Task Orders	915,100	915,100	-	5.54%
Net Pension	-	-	-	0.00%
OPEB Expense	-	-	-	0.00%
Depreciation Expense	-	-	-	0.00%
Transfer To Non-Bonded Debt Service Fund	-	-	-	0.00%
Transfer To General Fund	9,300,000	9,300,000	-	56.34%
Total Expenses	17,686,056	16,508,142	(1,177,914)	100.00%
Net Income (Loss)	(1,290,056)	1,343,858		
Net Position, October 1	2,887,904	1,597,848		
Net Position, September 30	1,597,848	$ 2,941,706		

BROWNSVILLE GOLF CENTER FUND

A fund used to account for the operations of municipal golf course. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Brownsville Golf Center Fund
Revenues & Expenses
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Electric Cart Rentals	$ 84,387	$ 71,804	$ 98,672	$ 85,000	$ 100,000	$ 15,000
Green Fees	128,777	209,330	209,015	178,125	225,000	46,875
Misc. Fees	1,730	-	2,741	1,000	-	(1,000)
Trail Fees	1,339	1,201	1,681	1,700	1,800	100
Food Sales	4,710	4,222	11,843	5,000	13,000	8,000
Beverage Sales	21,485	27,771	48,179	30,000	45,000	15,000
Proshop Sales	5,041	9,715	13,686	10,000	15,000	5,000
Yearly Cart Storage Fees	2,841	3,525	5,837	5,000	4,000	(1,000)
Golf Clubs Rental	821	1,917	1,683	2,000	3,000	1,000
Annual Pre-Payment Fee	17,652	29,075	22,002	25,000	25,000	-
Six-Month Pre-Payment Fee	2	107	211	500	400	(100)
Skyway Towers Rental	13,200	13,200	13,200	13,500	13,500	-
Handicapped Fees	46	23	-	75	-	(75)
Interest Earned	3,796	2,963	1,861	3,450	13,500	10,050
Miscellaneous	1,004	1,496	490	550	550	-
Transfer From General Fund	386,646	474,472	442,243	476,267	401,986	(74,281)
Total Revenues	673,477	850,821	873,344	837,167	861,736	24,569
EXPENSES						
BGC Administration	183,179	183,578	208,674	214,811	233,644	18,833
BGC Golf	442,534	415,081	345,100	433,418	443,072	9,654
BGC Food & Beverage	5,133	3,304	4,292	6,500	6,500	-
BGC Pro Shop	82,456	90,918	74,179	136,938	119,128	(17,810)
BGC Cost of Goods Sold	25,702	22,247	37,215	45,500	45,500	-
General Services & Contingency	57,687	30,523	(70,722)	-	13,892	13,892
Total Expenses	796,691	745,651	598,738	837,167	861,736	24,569
Revenues Over (Under) Expenses	$ (123,214)	$ 105,170	$ 274,606	$ -	$ -	$ -

Note: Expenses do not include depreciation.

BROWNSVILLE SPORTS PARK FUND

A fund used to account for the operations of the Brownsville Sports Park. This fund is classified as an enterprise fund. An enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

CITY OF BROWNSVILLE, TEXAS

Sports Park Fund
Statement of Revenues, Expenses, and Changes in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023	PERCENT OF TOTAL FY 2024 BUDGET
REVENUES				
Concession Sales	$ 97,500	$ 96,733	$ (767)	7.33%
Rental Fee	120,000	167,320	47,320	12.68%
Registration Fees	40,000	31,763	(8,237)	2.41%
Admission Fee	1,000	-	(1,000)	0.00%
Banner Sponsorship Fee	1,000	-	(1,000)	0.00%
Gym/ Dome Rental Fee	5,000	10,849	5,849	0.82%
Dome/Gym Concession Sales	2,500	2,026	(474)	0.15%
Dome/Gym Admission Fees	4,000	7,826	3,826	0.59%
Other Registration Fees	4,500	1,488	(3,012)	0.11%
Little League Registration Fees	-	9,488	9,488	0.72%
BCIC Sports Park Maint Fee	500,000	500,000	-	37.88%
Interest Income	-	1,666	1,666	0.13%
Transfer from General Fund	526,824	490,852	(35,972)	37.19%
Total Revenues	1,302,324	1,320,011	17,687	100.00%
EXPENSES				
Personnel Services	644,322	662,008	17,686	50.15%
Materials and Supplies	212,000	212,000	-	16.06%
Maintenance of Bldgs. and Structures	57,000	57,000	-	4.32%
Maintenance of Equipment	49,500	49,500	-	3.75%
Miscellaneous Services	339,502	339,502	-	25.72%
Total Expenses	1,302,324	1,320,010	17,686	100.00%
Net Income (Loss)	-			
Net Position, October 1	762,798			
Net Position, September 30	$ 762,798			

**Fund created FY 2021.*

EMPLOYEE BENEFIT FUND

An Internal Service fund established to administer the health and medical insurance program for city employees on a cost-reimbursement basis. On October 1, 2001 the City elected to convert from a fully insured medical insurance plan to a self-funded insured plan to provide medical coverage to City employees. The plan is administered by a service agent.

CITY OF BROWNSVILLE, TEXAS

Employee Benefit Fund
Revenues, Expenses, and Change in Net Position
For Fiscal Years 2023 and 2024

	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES			
Contributions & Other Revenue	15,000,000	15,000,000	-
Interest Earned	39,000	39,000	-
Total Revenues	$ 15,039,000	$ 15,039,000	$ -
EXPENSES			
Claims & Other Expenses	15,369,070	15,369,070	-
Total Expenses	15,369,070	15,369,070	-
Income (Loss) Before Operating Transfers	(330,070)	(330,070)	-
Operating Transfer From/ (To) Worker's Comp Fund	-	-	-
Net Income (Loss)	(330,070)	(330,070)	
Net Position, October 1	1,938,763	1,608,693	
Net Position, September 30	$ 1,608,693	$ 1,278,623	

FLEET & FACILITY SERVICES FUND

An Internal Service fund established to finance and account for services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Fleet Maintenance and Facility Maintenance departments.

CITY OF BROWNSVILLE, TEXAS

Fleet & Facility Services Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020 - 2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 PROPOSED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Fleet Services Fees & Services	$ 5,724,500	$ 5,362,500	$ 6,497,796	$ 5,300,000	$ 5,368,545	$ 68,545
Facilities Services Fees & Services	1,870,440	2,565,412	2,569,028	2,709,655	2,709,655	-
Other Services Fees & Services	314,382	336,085	347,114	476,695	476,695	-
Interest Earned	2,660	6,579	3,688	5,000	18,300	13,300
Total Revenues	7,911,982	8,270,576	9,417,626	8,491,350	8,573,195	81,845
EXPENSES						
Personnel Services	1,415,243	1,606,494	1,500,109	1,912,335	2,051,435	139,100
Materials and Supplies	1,286,350	1,613,974	2,284,103	1,612,460	1,596,260	(16,200)
Maintenance of Bldgs. and Structures	429,734	669,058	826,965	925,683	907,683	(18,000)
Maintenance of Equipment	4,640,836	4,150,391	4,498,223	3,704,022	3,655,022	(49,000)
Miscellaneous Services	121,711	219,480	269,972	336,850	297,137	(39,713)
Equipment $15,000 and Over	(203,591)	-	-	-	-	-
Contingency Fleet Replacement	359,228	365,169	741,848	2,457,580	600,000	(1,857,580)
Depreciation	7,191	-	-	-	-	-
General Services and Contingencies	-	-	12,671	-	65,658	65,658
Indirect Costs	-	-	8,413	-	-	-
Structures	-	-	21,895	-	-	-
Total Expenses	8,056,702	8,624,566	10,164,199	10,948,930	9,173,195	(1,775,735)
Income (Loss) Before Operating Transfers	(144,720)	(353,990)	(746,573)	(2,457,580)	(600,000)	1,857,580
Operating Transfer From/						
General Fund	-	-	500,000	1,500,000	-	-
Bridge Fund	359,229	600,000	600,000	600,000	600,000	-
Net Income (Loss)	214,509	246,010	353,427	(357,580)	-	1,857,580
Net Position, October 1	-	214,509	460,519	813,946	456,366	(357,580)
Net Position, September 30	$ 214,509	$ 460,519	$ 813,946	$ 456,366	$ 456,366	$ -

ENTERPRISE APPLICATIONS FUND

An Internal Service fund established to finance and account for Information Technology services, materials, and supplies furnished to various departments of the City. These services are provided on a cost reimbursement basis and are accounted for by the Management Information Services Department.

CITY OF BROWNSVILLE, TEXAS

Enterprise Applications Fund
Revenues, Expenses, & Net Position Summary
For Fiscal Years 2020-2024

	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2024 ADOPTED BUDGET	OVER (UNDER) FY 2023
REVENUES						
Enterprise Applications Fees & Services (Technology)	$ 1,484,028	$ 1,645,752	$ 1,200,358	$ 2,474,667	$ 2,764,483	$ 289,816
Interest Earned	874	1,685	3,235	1,500	4,500	3,000
Total Revenues	1,484,902	1,647,437	1,203,593	2,476,167	2,768,983	292,816
EXPENSES						
Personnel Services	866,041	741,218	586,021	1,039,618	1,270,023	230,405
Materials and Supplies	32,798	16,548	57,631	53,050	53,050	-
Maintenance of Bldgs. and Structures	57	-	-	-	-	-
Maintenance of Equipment	346,650	322,109	378,986	277,000	679,000	402,000
Communications	8,253	9,635	5,504	7,000	7,000	-
Rental of Equipment	1,119	2,061	-	-	-	-
Professional Services	46,419	71,404	185,355	128,000	128,000	-
Travel Expense (non-Training)	1,090	-	100	2,000	2,000	-
Auto Allowance	5,292	7,027	7,777	7,000	14,000	7,000
Training Expense	12,405	1,399	6,030	15,000	15,000	-
Dues/ Memberships	44,477	285,837	- 385,558	751,283	575,000	(176,283)
Other	61,039	64,628	-	-	-	-
Other Temporary Workforce	-	-	82,567	-	-	-
Equipment $15,000 and Over	19,195	-	288,106	1,720,734	-	(1,720,734)
Non-Recurring - Technology	-	123,885	186,033	247,894	-	(247,894)
General Services & Contingency	-	-	-	-	25,910	
Total Expenses	1,444,835	1,645,751	2,169,668	4,248,579	2,768,983	(1,479,596)
Income (Loss) Before Operating Transfers	40,067	1,686	(966,075)	(1,772,412)	-	1,772,412
Operating Transfer From/ General Fund	-	-	1,058,312	739,518	-	(739,518)
Net Income (Loss)	40,067	1,686	92,237	(1,032,894)	-	1,032,894
Net Position, October 1	-	40,067	41,753	133,990	(898,904)	(1,032,894)
Net Position, September 30	$ 40,067	$ 41,753	$ 133,990	$ (898,904)	$ (898,904)	$ -

**Fund created FY 2020.*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1726** to ratify the Fiscal Year 2024 budget that will raise more total property taxes than last year's budget. (Financial Services Department) (**Roll Call Vote Required**)

Summary:
This Year's property tax levy will raise more revenue from property taxes than in the preceding year. The Local Government Code requires the governing body to hold a separate vote to ratify the property tax increase reflected in the budget or the vote to set the tax rate.

Section 102.007 (c), Texas Local Government Code, requires that the adoption of a budget that will raise more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such vote is in addition to and separate from the vote to adopt the budget or to set the tax rate required by Chapter 26, Tax Code.

To ensure compliance with Texas Local Government Code, staff requests a vote by the City Commission to ratify the tax revenues that are included in the FY 2024 budget, which are more than those included in the FY 2023 budget. The increase in revenue from property tax is based on a tax rate of $0.607987.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Recommend ratification.

Commission Pillar:
Governance

Attachments:
1. ratify tax in budget ordinance 2023-1726 fy 2024 1st 2nd reading
2. Public Hearing & Action of an Ordinance to Ratify Property Tax Increase FY24

ORDINANCE NUMBER 2023-1726

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2024 BUDGET THAT WILL RAISE MORE TOTAL PROPERTY TAXES THAN THE FISCAL YEAR 2023 BUDGET BY $5,342,744 WHICH IS A 9.51 PERCENT INCREASE FROM LAST YEAR'S BUDGET.

WHEREAS, Section 102.007 (c) Texas Local Government Code provides that upon the adoption of a budget that will raise more revenue from property taxes than in the previous year's budget that a separate vote of the governing body to ratify the property tax increase reflected in the budget, and that such a vote is in addition to and separate from the vote to adopt the budget or to set the tax rate; and

WHEREAS, the City Commission has, prior to its consideration and adoption of this ordinance, adopted by separate ordinance the budget of the City of Brownsville for Fiscal Year 2024; and

WHEREAS, the Fiscal Year 2024 budget of the City of Brownsville, Texas will raise more revenue from property taxes than the Fiscal Year 2023 budget by $5,342,744 which is a 9.51 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll for the Fiscal Year 2024 budget is $1,075,675.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That in compliance with the requirements of Section 102.007 (c) of the Texas Local Government Code, the City of Brownsville, Texas does hereby ratify the property tax increase reflected in the Fiscal Year 2024 budget.

Section 2. A copy of the vote results for this ordinance, reflecting the record vote of the City Commission of Brownsville, Texas shall be attached to this ordinance by the City Secretary and shall constitute a part of this ordinance for all purposes.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Gowen
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

City of Brownsville, Texas

Public Hearing & Action of an Ordinance to Ratify the Property Tax Increase Reflected in FY 2024 Budget

August 15, 2023

Prepared by: Financial Services Department

01

02

03

Highlights

- This year’s property tax levy raises more revenue from property tax than in the preceding year.
- Local Government Code requires a separate vote of the governing body to ratify the property tax increase reflected in the budget.
- Vote is in addition to and separate from the vote to adopt the budget or to set the tax rate.

Recommendation

Ratify the Tax Revenue Increase reflected in the FY 2023 Budget

M&O increase of $2,043,023

Debt increase of $3,299,721

M&O: Maintenance & Operations (General Fund)

Thank you!

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1728** levying ad valorem taxes for the Tax Year 2023 for the use and support of the Municipal Government of the City of Brownsville, Texas, for the Fiscal Year 2024, providing for the interest and sinking fund for the Fiscal Year 2024 City of Brownsville, Texas, General Obligation Bonds. (Financial Services Department) (**Roll Call Vote Required**)

Summary:
The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

- have a quorum of the governing body present,
- take place within the boundaries of the taxing unit,
- be conducted on a weekday that is not a public holiday,
- allow taxpayers an opportunity to express their views, and
- take place in a public building or, if a public building isn't available, in a building normally open to the public.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

The proposed tax rate is $0.607987, which is $0.08392 lower than the current rate of $0.691919.

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Recommend approval.

Commission Pillar:
Governance

Attachments:
1. tax ordinance 2023-1728 fy 2024 1st 2nd reading
2. Public Hearing & Adoption of an Ordinance to Approve the 2023 Tax Rate for Fiscal Year 2024 rev 08-15-2023

ORDINANCE NUMBER 2023-1728

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2023 FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BROWNSVILLE, TEXAS FOR THE FISCAL YEAR 2024, PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE FISCAL YEAR 2024 FOR THE CITY OF BROWNSVILLE, TEXAS, BONDS AS FOLLOWS:

Bond Series	Dated
C.O. Series 2012B	December 27, 2012
C.O. Series 2013A	December 18, 2013
G.O. Refunding Bonds, Series 2014	December 23, 2014
C.O. Series 2015	June 2, 2015
C.O. Series 2016	July 21, 2016
G.O. Refunding Bonds, Series 2016	September 1, 2016
G.O. Refunding Bonds, Series 2016A	December 21, 2016
C.O. Series 2017	December 29, 2017
P.P.F.C.O. Series 2017	December 29, 2017
G.O. Refunding Bonds, Series 2017A	December 29, 2017
C.O. Series 2018 (AMT)	October 17, 2018
G.O. Refunding Bonds, Series 2019A	December 19, 2019
C.O. Series, 2019	December 19, 2019
C.O. Series, 2020	April 15, 2020
C.O. Series, 2020A	November 18, 2020
G.O. Refunding Bonds, Series 2020A	November 18, 2020
G.O. Refunding Bonds, Series 2020B	November 18, 2020
C.O. Series, 2021	July 2, 2021
G.O. Refunding Bonds, Series 2021 (AMT)	June 17, 2021
C.O. Series, 2022	March 2, 2022

And apportioning each levy the specific purpose; providing for discounts in the payment of said taxes; providing that all receipts of the city not apportioned by this ordinance or general law shall be payable into the general fund and repealing all ordinance or parts or ordinance in conflict herewith.

WHEREAS, Lupe Granado III, finance director for the City of Brownsville, Texas, has complied with Article 26.04 of the Texas Tax Code in the submission of the tax roll to the City Commission; and

WHEREAS, pursuant to the Texas Tax Code, Lupe Granado III, has calculated the maintenance and operation rate for 2023 to be $0.370087, by using the statutory method so required by the Texas Tax Code; and

WHEREAS, Lupe Granado III, has calculated the interest and sinking fund rate for 2023 as ($0.237900/$100) using the formula set out by the Texas Tax Code; and

WHEREAS, Lupe Granado III, as finance director upon complying with the Texas Tax Code has totaled the calculated maintenance and operation rate for 2023 ($0.370087/$100) plus the calculated interest and sinking fund rate for 2023 ($0.237900/ $100) to be a total of $0.607987/$100;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That there is hereby levied for the year 2023, and there shall be collected for the use and support of the municipal government of the City of Brownsville, Texas, and provide interest and sinking fund for bonds of the City of Brownsville, Texas, for the fiscal year 2024 upon all property, real, personal and mixed, defined and described in Section 2 of Article III of the Charter of the City of Brownsville, Texas, a tax of $0.607987 on each one hundred ($100.00) dollars assessed valuation of said property, being an increase in total tax revenues of 9.51%, said tax being so levied and apportioned to the support purpose hereinafter set forth, to-wit:

(1) For the maintenance and support for the fiscal year 2024 of the general government (General Fund) of the City of Brownsville, Texas, $0.370087 on each one hundred ($100.00) dollars assessed valuation of said property.

(2) For the payment of principal and interest to be deposited in the interest and sinking fund for services of the requirements for the fiscal year 2024 of the City of Brownsville, Texas, $0.237900 on each one hundred ($100.00) dollars assessed valuation said property.

Section 2. This year's levy to fund maintenance and operations expenditures increased from last year's M&O tax levy. Also, this year's M&O tax rate is higher than the no-new revenue maintenance and operations tax rate.

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 10.70% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $36.

Section 3. All of said taxes hereby levied shall be payable and become due as provided in the City Charter, provided however, that discounts shall be allowed on the full amount of said taxes hereby levied when paid, if paid as follows:

Three (3%) percent discount during October, 2023
Two (2%) percent discount during November, 2023
One (1%) percent discount during December, 2023

Section 3. That all receipts for the City not specifically apportioned by this Ordinance or the Charter of the City of Brownsville, Texas, or general laws of the State of Texas applicable to home rule cities, are hereby made payable to the General Fund of the City.

Section 4. That all Ordinances or parts of ordinances in any manner in conflict with the Ordinance are hereby repealed.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publications as provided by the Charter of the City of Brownsville, Texas.

INTRODUCED AND PASSED on the first reading on this the 15th day of August, 2023.

Passed on the second and final reading and approved on this the 5th day of September, 2023.

_____
John Gowen
Mayor, City of Brownsville, TX

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

City of Brownsville, Texas

Public Hearing & Adoption of an Ordinance to Approve the 2023 Tax Rate for Fiscal Year 2024

August 15, 2023

Prepared by: Financial Services Department

Property Tax Rate **Recommendation** – 2023 Tax Year

(Current Rate = $0.691919)

Voter Approval Rate = $0.607987
($0.08392 or 12.1% rate decrease)

- This rate is the highest rate the City may adopt without holding an election to approve rate.

Debt:
$0.237900

M&O:
$0.370087

M&O: Maintenance & Operations (General Fund)

Tax Code 26.05(b) requires a motion to adopt the tax ordinance to be in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of $0.607987, which is effectively a 10.7% increase in the tax rate.

Thank you!

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2023-1729** to approve a budget amendment for Fiscal Year 2023. (Mulitmodal Tranportation Department/Finance Department)

Summary:
Financial Services staff will present on **Ordinance Number 2023-1729** amending the fiscal year 2023 budget. The budget amendment will be funded by Fund Balance.

Costs included in the budget amendment are as follow: $2,396,609.

- Jose Colunga site construction (TIGER) – (Public Transit) $2,396,609
- General Fund Fund Balance - (General Fund) ($2,396,609)

Project Scope and Analysis:

Funding:

Source: Budget Amendment

Amount: $2,396,609

Local Contribution if Applicable:

Recommendation:
Recommend to approve budget amendment for Fiscal Year 2023

Commission Pillar:
Governance

Attachments:

1. Bdgt Amendment Ordinance 2023-1729 backup

ORDINANCE NUMBER 2023-1729

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS AMENDING THE FISCAL YEAR 2023 BUDGET FOR GENERAL FUND

WHEREAS, the City Commission of the City of Brownsville approved the fiscal budget for the year 2023 on September 6, 2022, in Ordinance Number 2022-1705.

WHEREAS, in accordance with the City Charter of the City of Brownsville, Texas and budgetary laws of the State governing home rule cities, the city manager has hereby submitted to the City Commission the attached fiscal year 2023 budget amendments for General Fund

WHEREAS, all prerequisites heretofore required by law have been met and the attached fiscal year 2023 budget amendments for General Fund

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That the attached budget amendments for General Fund are emergency expenditures to meet unusual/unforeseen conditions and/or to change the budget for the municipal purposes.

Section 2. That the attached fiscal year 2023 budget amendments for General Fund are prepared and submitted to the City Commission and are hereby adopted.

INTRODUCED and **PASSED** at a **PUBLIC HEARING** and **FIRST READING** on this the 15th day of August, 2023.

APPROVED AND PASSED on the **SECOND** and **FINAL READING** on this the 5th day of September, 2023.

_____
John Cowen, Jr
City of Brownsville, Texas

Attest:

_____
Yolanda Galarza
City Secretary

City of Brownsville, Texas
Analysis of Budget Amendment
For General Fund and Public Transit Fund
August 15, 2023

General Fund

Account No.	Department's Name	Account Title	Amount
01-992-991-65	General Fund	Transfers To Other Funds Public Transit Fund	2,396,609
01-433	General Fund	General Fund Balance	(2,396,609)
Total General Fund			0

Public Transit Fund

Account No.	Department's Name	Account Title	Amount
65-8118-9448-04	Public Transit Fund	B-Metro TIGER Project Jose Colunga Rehab Phase II	$ 2,396,609
65-591-500	Public Transit Fund	Transfers from Other Funds General Fund - Capital Share	$ (2,396,609)
Total Public Transit Fund			0

TIGER Project Funding Sources

	65-8118-9448-04 FTA Tiger 65	803-8110-9449-01 2017 CO 803	808-9110-9449-01 CO fund 808	Total
Funding Sources	**3,680,000**	**1,263,014**	**1,400,000**	**6,343,014**
Engineering Expenses	(314,014)	(148,070)	-	(462,084)
Equipment Purchases	(787,857)	-	-	(787,857)

Subtotal after Engineeering and Equipment Purchase	5,093,073
Construction Bid Ziwa	7,489,682
Shortage	**(2,396,609)**

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, August 15, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1730**, authorizing the issuance, sale, and delivery of up to $31,000,000 in aggregate principal amount of "Combination Tax and Revenue Certificates of Obligation, Series 2023"; securing the payment thereof by authorizing the levy of an annual Ad Valorem Tax and a pledge of certain surplus revenues of the City's Municipal Landfill System; and approving and authorizing the execution of all instruments and procedures related thereto; delegating to certain city officials the authority to approve all final terms of the Certificates of Obligation; and declaring an effective date. (Financial Services Department)

Summary:
This Ordinance will authorize the issuance of up to $31,000,000 in principal amount of Certificates of Obligations for:

(i) constructing, improving and/or repairing streets, highways, trails, sidewalks and related drainage improvements at various locations in the City (and possibly purchase equipment deemed appropriate to construct and/or repair such improvements),
(ii) acquiring, constructing, expanding, improving and equipping municipal parks and recreational facilities,
(iii) acquiring, constructing, improving and equipping public safety facilities and facilities physically attached thereto,
(iv) planning, designing, constructing, and installing flood drainage improvements throughout the City along with related infrastructure,
(v) acquiring vehicles, heavy equipment and other equipment for various City departments (including the City's Public Works Department, Public Safety Department, Parks Department and Transportation Department),
(vi) acquiring technology infrastructure, equipment and improvements for various City departments,
(vii) equipping, renovating and improving existing City buildings and facilities, including historic buildings, and
(viii) undertaking various capital beautification projects throughout the City that constitute

designated infrastructure, as defined by Section 26.012(9) of the Texas Tax Code, as amended, or improves an existing building or facility; and
(ix) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "Project")

The Ordinance will be completed with final pricing information, including maturities and interest rates, upon pricing of the Certificates of Obligations. Pricing is expected to occur on August 23, 2023.

Project Scope and Analysis:

Funding:

Source: Certificates of Obligation up to $31,000,000

Amount:

Local Contribution if Applicable:

Recommendation:
Financial Services recommends approval.

Commission Pillar:
Governance Pillar

Attachments:
1. 2023 CO Ordinance - 2
2. Brownsville 2023 CO - Closing docs
3. Brownsville 2023 CO - Paying Agent Agreement
4. Brownsville 2023 CO Pricing Certificate - 1
5. #7-Condensed COB Presentation for Parameters Ordinance (8.11.23) (002)
6. Condensed COB Presentation for Parameters Ordinance (8.11.23)

ORDINANCE NO. 2023-1730

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF $_____ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S MUNICIPAL LANDFILL SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; DELEGATING TO CERTAIN CITY OFFICIALS THE AUTHORITY TO APPROVE ALL FINAL TERMS OF THE CERTIFICATES OF OBLIGATION; AND DECLARING AN EFFECTIVE DATE

THE STATE OF TEXAS
COUNTY OF CAMERON
CITY OF BROWNSVILLE

WHEREAS, the City Commission of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***" or ***"Issuer"***) hereby determines that it is necessary and desirable to pay all or a portion of the City's contractual obligations incurred for the purpose of (i) constructing, improving and/or repairing streets, highways, trails, sidewalks and related drainage improvements at various locations in the City (and possibly purchase equipment deemed appropriate to construct and/or repair such improvements), (ii) acquiring, constructing, expanding, improving and equipping municipal parks and recreational facilities, (iii) acquiring, constructing, improving and equipping public safety facilities, and facilities physically attached thereto, (iv) planning, designing, constructing, and installing flood drainage improvements throughout the City along with related infrastructure, (v) acquiring vehicles, heavy equipment and other equipment for various City departments (including the City's Public Works Department, Public Safety Department, Parks Department and Transportation Department), (vi) acquiring technology infrastructure, equipment and improvements for various City departments, (vii) equipping, renovating and improving existing City buildings and facilities, including historic buildings, and (viii) undertaking various capital beautification projects throughout the City that constitute designated infrastructure, as defined by Section 26.012(9) of the Texas Tax Code, as amended, or improves an existing building or facility; and (ix) paying legal, fiscal and engineering fees in connection with such projects (collectively, the "***Project***"); and

WHEREAS, the City Commission of the City intends to finance the Projects from proceeds derived from the sale of Combination Tax and Revenue Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(A), Texas Government Code, being a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, the City Commission hereby finds and determines that it is in the best interests of the City to issue the certificates of obligation hereinafter authorized, for the purposes stated, and to delegate to the Designated Officer (hereinafter designated) the authority to act on behalf of the City in selling and delivering the certificates of obligation and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Designated Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, on June 20, 2023, the City Commission adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation (the "***Notice***"); and

WHEREAS, the Notice has been duly published (i) in *The Brownsville Herald*, which is a newspaper of general circulation in the City in its issues of June 23, 2023 and June 30, 2023, in satisfaction of Section 271.049(a)(1), Texas Local Government Code and (ii) continuously on the City's website from June 1, 2023 through the date of passage of this Ordinance in satisfaction of Section 271.049(a)(2), Texas Local Government Code; and

WHEREAS, the City has received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. (a) The certificate of obligation or certificates of obligation of the City of Brownsville, Texas are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the Designated Officer of the City pursuant to the provisions of Section 1(b) of this Ordinance for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING AND/OR REPAIRING STREETS, HIGHWAYS, TRAILS, SIDEWALKS AND RELATED DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY (AND POSSIBLY PURCHASE EQUIPMENT DEEMED APPROPRIATE TO CONSTRUCT AND/OR REPAIR SUCH IMPROVEMENTS), (II) ACQUIRING, CONSTRUCTING, EXPANDING, IMPROVING AND EQUIPPING MUNICIPAL PARKS AND RECREATIONAL FACILITIES, (III) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, AND FACILITIES PHYSICALLY ATTACHED THERETO, (IV) PLANNING, DESIGNING, CONSTRUCTING, AND INSTALLING FLOOD DRAINAGE IMPROVEMENTS THROUGHOUT THE CITY***

ALONG WITH RELATED INFRASTRUCTURE, (V) ACQUIRING VEHICLES, HEAVY EQUIPMENT AND OTHER EQUIPMENT FOR VARIOUS CITY DEPARTMENTS (INCLUDING THE CITY'S PUBLIC WORKS DEPARTMENT, PUBLIC SAFETY DEPARTMENT, PARKS DEPARTMENT AND TRANSPORTATION DEPARTMENT), (VI) ACQUIRING TECHNOLOGY INFRASTRUCTURE, EQUIPMENT AND IMPROVEMENTS FOR VARIOUS CITY DEPARTMENTS, (VII) EQUIPPING, RENOVATING AND IMPROVING EXISTING CITY BUILDINGS AND FACILITIES, INCLUDING HISTORIC BUILDINGS, AND (VIII) UNDERTAKING VARIOUS CAPITAL BEAUTIFICATION PROJECTS THROUGHOUT THE CITY THAT CONSTITUTE DESIGNATED INFRASTRUCTURE, AS DEFINED BY SECTION 26.012(9) OF THE TEXAS TAX CODE, AS AMENDED, OR IMPROVES AN EXISTING BUILDING OR FACILITY; AND (IX) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Mayor, City Manager, the Deputy City Manager, Assistant City Manager, Chief Financial Officer and the Finance Director of the City, or any person acting or serving in the interim in such capacity, (each a "***Designated Officer***") is hereby authorized to act on behalf of the City in selling and delivering the Certificates of Obligation and carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates of Obligation, any additional or different designation or title by which the Certificates of Obligation shall be known, the price at which the Certificates of Obligation will be sold, the years in which the Certificates of Obligation will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates of Obligation shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates of Obligation, including without limitation procuring municipal bond insurance (if it is determined that such insurance would be financially desirable and advantageous), and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates of Obligation shall not exceed $31,000,000;

(ii) the final maturity of the Certificates of Obligation shall not exceed February 15, 2043;

(iii) the maximum interest rate on the Certificates of Obligation shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code;

(iv) the true interest cost of the Certificates of Obligation shall not exceed 5.00%; and

(v) the delegation made hereby shall expire if not exercised by the Designated Officer prior to August 15, 2024.

(c) In establishing the aggregate principal amount of the Certificates of Obligation, the Designated Officer shall establish an amount not exceeding the amount authorized in Subsection (b) above, which shall be sufficient in amount to provide for the purposes for which the Certificates of Obligation are authorized and to pay costs of issuing the Certificates of Obligation. The Certificates of Obligation shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Commission hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Certificates of Obligation set forth in this Ordinance is, and the decisions made by a Designated Officer pursuant to such delegated authority will be, in the City's best interests, and each Designated Officer is hereby authorized to make an appropriate finding to that effect.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated: **CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, dated as determined in the Pricing Certificate, without interest coupons, in the denomination and aggregate principal amount as set forth in the Pricing Certificat*e* numbered T-1 (the "***Initial Certificate of Obligation***"), with certificates of obligation issued in replacement thereof being in the denomination of $5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in the Pricing Certificate), or to the registered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the "***Registered Owner***").

The Initial Certificate of Obligation (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Certificates of Obligation, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Certificate of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, and with the Certificates of Obligation to be completed with information set forth in the Pricing Certificate

The term "***Certificates of Obligation***" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "***Certificate of Obligation***" shall mean any of the Certificates of Obligation.

SECTION 3. INTEREST. The Certificates of Obligation shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum as set forth in the Pricing Certificate.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION; APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. *(a) Registration, Transfer, and Exchange; Authentication.* The City shall keep or cause to be kept at the designated corporate trust or commercial banking office (currently located in Minneapolis, Minnesota) of **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION** (the "***Paying Agent/Registrar***") books or records for the registration of the transfer and exchange of the Certificates of Obligation (the "***Registration Books***"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of

Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Certificates of Obligation and Interest*. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) *In General*. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) *Substitute Paying Agent/Registrar*. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of

Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry Only System for Certificates of Obligation.* The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 15 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("***DTC***"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("***DTC Participant***") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of

payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfers Outside Book-Entry Only Systems*. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) *Payments to Cede & Co*. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *DTC Letter of Representation*. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) *Delivery of Initial Certificate of Obligation*. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in

Section 15 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

SECTION 5. FORM OF CERTIFICATE OF OBLIGATION. The form of the Certificates of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance, and with the Certificates of Obligation to be completed with information set forth in the Pricing Certificate.

[The remainder of this page intentionally left blank.]

FORM OF CERTIFICATE OF OBLIGATION

R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF BROWNSVILLE, TEXAS	PRINCIPAL AMOUNT $_____

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION SERIES 2023

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
_____%	September 13, 2023	February 15, _____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the ***CITY OF BROWNSVILLE, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date, at the Interest Rate per annum specified above, payable on February 15, 2024, and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of ***Computershare Trust Company, National Association, Minneapolis, Minnesota***, which is the "***Paying Agent/Registrar***" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the "***Ordinance***") to be on

deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the ***"Record Date***") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "***Special Record Date***") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "***Special Payment Date***" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of a series of Certificates of Obligation dated as of August 15, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of ***$_____*** for the purpose of ***PAYING, ALL OR A PORTION, OF THE CITY'S CONTRACTUAL OBLIGATIONS INCURRED FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING AND/OR REPAIRING STREETS, HIGHWAYS, TRAILS, SIDEWALKS AND RELATED DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY (AND POSSIBLY PURCHASE EQUIPMENT DEEMED APPROPRIATE TO CONSTRUCT AND/OR REPAIR SUCH IMPROVEMENTS), (II) ACQUIRING, CONSTRUCTING, EXPANDING, IMPROVING AND EQUIPPING MUNICIPAL PARKS AND RECREATIONAL FACILITIES, (III) ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING PUBLIC SAFETY FACILITIES, AND FACILITIES PHYSICALLY ATTACHED THERETO, (IV) PLANNING,***

DESIGNING, CONSTRUCTING, AND INSTALLING FLOOD DRAINAGE IMPROVEMENTS THROUGHOUT THE CITY ALONG WITH RELATED INFRASTRUCTURE, (V) ACQUIRING VEHICLES, HEAVY EQUIPMENT AND OTHER EQUIPMENT FOR VARIOUS CITY DEPARTMENTS (INCLUDING THE CITY'S PUBLIC WORKS DEPARTMENT, PUBLIC SAFETY DEPARTMENT, PARKS DEPARTMENT AND TRANSPORTATION DEPARTMENT), (VI) ACQUIRING TECHNOLOGY INFRASTRUCTURE, EQUIPMENT AND IMPROVEMENTS FOR VARIOUS CITY DEPARTMENTS, (VII) EQUIPPING, RENOVATING AND IMPROVING EXISTING CITY BUILDINGS AND FACILITIES, INCLUDING HISTORIC BUILDINGS, AND (VIII) UNDERTAKING VARIOUS CAPITAL BEAUTIFICATION PROJECTS THROUGHOUT THE CITY THAT CONSTITUTE DESIGNATED INFRASTRUCTURE, AS DEFINED BY SECTION 26.012(9) OF THE TEXAS TAX CODE, AS AMENDED, OR IMPROVES AN EXISTING BUILDING OR FACILITY; AND (IX) PAYING LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS.

ON FEBRUARY 15, 20__, or on any date thereafter, the Certificates of Obligation of this Series maturing on and after February 15, 20__, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of $5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being

outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization,

issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by a lien on and pledge of Surplus Revenues received by the City from the ownership and operation of the City's Municipal Landfill System, all as provided in the Ordinance authorizing the Certificates of Obligation.

THE CITY also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

BY BECOMING the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

(facsimile signature)	(facsimile signature)
City Secretary, City of Brownsville, Texas	Mayor, City of Brownsville, Texas

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

_____
Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Computershare Trust Company, National Association,
Minneapolis, Minnesota
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto _____

_____
/_____/ _____

(Assignee's Social Security or Taxpayer Identification Number) (Please print or typewrite Assignee's name and address, including zip code)

_____

and hereby irrevocably constitutes and appoints _____ attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the form set forth above except that:

(A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the ***CITY OF BROWNSVILLE, TEXAS*** (the "***City***"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the Delivery Date, at the respective Interest Rates per annum specified below, payable on February 15, 2024, and semiannually on each February

15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

Maturity Date (February 15)	Principal Installment	Interest Rate

[Insert principal and interest information from Sections 2 and 3 above]"

(C) The Initial Certificate of Obligation shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY. A special Interest and Sinking Fund for the Certificates of Obligation (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with "Surplus Revenues" with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

SECTION 7. SURPLUS REVENUES. Pursuant to Section 271.052, Texas Local Government Code, as amended, and Section 363.135(2) of the Texas Health and Safety Code, as amended, the Certificates of Obligation additionally shall be payable from and secured by surplus revenues derived by the City from the City's Municipal Landfill System remaining after (a) payment of all amounts constituting operation and maintenance expenses of said Municipal Landfill System, and (b) payment of all debt service, reserve, and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing (i) all bonds

and (ii) all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Municipal Landfill System revenues, and (c) payment of all amounts payable from any Municipal Landfill System revenues pursuant to contracts heretofore or hereafter entered into by the City in accordance with law (the "***Surplus Revenues***"). If for any reason the City fails to deposit ad valorem taxes levied pursuant to Section 6 hereof to the credit of the Interest and Sinking Fund in an amount sufficient to pay, when due, the principal of and interest on the Certificates of Obligations, then Surplus Revenues may be deposited to the credit of the Interest and Sinking Fund and used to pay such principal and/or interest. The City reserves, and shall have, the right to issue bonds and other obligations not on a parity with the Certificates of Obligation, and to enter into contracts, in accordance with applicable laws, to be payable from and secured by any Municipal Landfill System revenues.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Brownsville, Texas Combination Tax and Revenue Certificates of Obligation (Series 2023) Construction Fund* (herein called the "***Construction Fund***"). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the project being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided,

however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 10. EMPOWERED. The City Manager, the Deputy City Manager, Assistant City Manager, Chief Financial Officer and the Finance Director are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "***Defeased Certificate of Obligation***") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "***Future Escrow Agreement***") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. Thereafter, the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Certificate of Obligation, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest

thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "***Defeasance Securities***" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION. *(a) Replacement Certificates of Obligation.* In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or

destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates of Obligation.* Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates of Obligation.* In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public

Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "***Code***"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with --

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 90 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Certificates of Obligation or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates of Obligation in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings

promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, the Deputy City Manager, Assistant City Manager, Chief Financial Officer and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "Projects") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Commission hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 15. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION. The Certificates of Obligation shall be sold and delivered subject to the provisions of Section 1 and pursuant to the terms and provisions of a bond purchase contract (the "***Purchase Agreement***") which the Designated Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "***Underwriters***") of the Certificates of Obligation shall be designated. The Certificates of Obligation shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

SECTION 16. APPROVAL OF OFFICIAL STATEMENT. The Designated Officer is hereby authorized, in the name and on behalf of the City, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Certificates of Obligation to be used by the Underwriters in the marketing of the Certificates of Obligation.

SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager, the Deputy City Manager, Assistant City Manager, Chief Financial Officer and the Finance Director of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, the Deputy City Manager, Assistant City Manager, Chief Financial Officer and the Finance Director , the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Certificates while the Certificates are outstanding and unpaid. In case any officer whose signature shall

appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The City Manager, Deputy City Manager, Assistant City Manager, and the Finance Director of the City are further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General's review of the transcript of proceedings related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 19. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"***EMMA***" means the Electronic Municipal Market Access system being established by the MSRB.

"***Financial Obligation***" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"***MSRB***" means the Municipal Securities Rulemaking Board.

"***Rule***" means SEC Rule 15c2-12, as amended from time to time.

"***SEC***" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA, after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

(c) Event Notices.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of

the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any

greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Information Format - Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

(f) General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Certificates or the initial purchasers in a competitive sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer's financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule,

or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 20. **SECURITY INTEREST**. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and surplus revenues granted by the City under Sections 6 and 7 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or surplus revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 21. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriters and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriters and the registered owners of the Certificates of Obligation.

SECTION 23. INSURANCE. On the date of delivery of the Certificates of Obligation, the City may obtain from the insurer approved by a Designated Officer (the "***Insurer***") a municipal bond insurance policy in support of the Certificates of Obligation. To that end, for so

long as said policy is in effect, the ordinance requirements of the Insurer, as a condition to the issuance of said policy, to be attached hereto as Exhibit D if applicable, are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Certificates of Obligation to purchase such policy.

SECTION 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 25. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 26. RESERVED.

SECTION 27. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Commission.

[The remainder of this page intentionally left blank.]

FINALLY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS AT A REGULAR MEETING ON THE 15th DAY OF AUGUST, 2023, AT WHICH MEETING A QUORUM WAS PRESENT.

_____
Mayor, City of Brownsville, Texas

ATTEST:

_____
City Secretary, City of Brownsville, Texas

(City Seal)

** ** ** ** **

[Signature Page to Ordinance Relating to the City of Brownsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023]

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO
CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates of Obligation, the City's chief financial officer (the "Responsible Person"), which currently is the City's Finance Director, will:

(i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates of Obligation does not exceed an amount equal to the debt service on the Certificates of Obligation in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates of Obligation for the immediately preceding 12-month period;

(ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;

(iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

(iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Certificates of Obligation (the "Issue Date"), and (B) within 30 days after the date the Certificates of Obligation are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates of Obligation the Responsible Person will:

(i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

(ii) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(iii) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

(iv) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

(v) determine whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(vi) determine whether, at any time the Certificates of Obligation are outstanding, the facilities are sold or otherwise disposed of; and

(vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates of Obligation and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates of Obligation. If any portion of the Certificates of Obligation is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format Responsible Person.

D. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates of Obligation. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. Within twelve months after the end of each fiscal year, the annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within twelve months after the end of any fiscal year, with audited financial statements to follow when and if such audited financial statements become available.

2. Within six months after the end of each fiscal year, quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 6 and 8 through 12 and in Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH THE RULE

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 19 of the Ordinance. "Certificates" refers to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer's compliance with the Rule.

III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 19 of the Ordinance, which provisions are a part of the Undertaking.

IV. The Issuer is aware that "participating underwriters" (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The Issuer now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer's obligations under the Rule, the advice from and discussions with the Issuer's internal senior staff (including staff charged with administering the Issuer's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

(a) the Chief Financial Officer and Finance Director (together, the *Compliance Officer*) shall be responsible for satisfying the Issuer's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

(b) the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer's information of the type described in Section 19(c) of the Ordinance;

(c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 19(c) of the Ordinance;

(d) the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

(e) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;

(f) upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

(g) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and

(h) the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City's internal staff identified by the Compliance Officer to assist with the Issuer's satisfaction of the terms and provisions of the Undertaking.

$_____

CITY OF BROWNSVILLE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2023

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_____

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CERTIFICATE FOR ORDINANCE

I, the undersigned City Secretary of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Commission of the City (the "***City Commission***") convened in Regular Meeting at the City Hall, City of Brownsville, Texas, on August 15, 2023 (the "***Meeting***"), and the roll was called of the duly constituted officers and members of the City Commission, to wit:

John Cowe, Jr., Mayor
Bryan L. Martinez, Commissioner, District 1
Linda C. Macis, Commissioner, District 2
Roy De los Santos, Commissioner, District 3
Pedro Cardenas, Commissioner, District 4
Rose M. Z. Gowen, M.D., Commissioner at Large "B"
Tino Villarreal, Jr., Commissioner at Large "A"

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Ordinance No. 2023-___ entitled:

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF $_____ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S MUNICIPAL LANDFILL SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; DELEGATING TO CERTAIN CITY OFFICIALS THE AUTHORITY TO APPROVE ALL FINAL TERMS OF THE CERTIFICATES OF OBLIGATION; AND DECLARING AN EFFECTIVE DATE

(the "***Ordinance***") was duly introduced for the consideration of the City Commission. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the City Commission' minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Commission' minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given, all as required by Texas Government Code, Chapter 551.

SIGNED AND SEALED 15th day of August, 2023.

_____

City Secretary
City of Brownsville, Texas

(CITY SEAL)

CERTIFICATE OF POSTING NOTICE OF INTENTION

THE STATE OF TEXAS §

COUNTY OF CAMERON §

CITY OF BROWNSVILLE §

As the City Secretary for the above-identified City, I certify the following:

Starting on June 21, 2023 being at least 45 days prior to August 15, 2023 (the Meeting Date), and continuing through the Meeting Date, I or my authorized agents posted or caused to be posted a true and correct copy of the attached NOTICE OF INTENTION on the City's website at the following web address:

https://www.brownsvilletx.gov/

a screenshot of which is attached hereto.

Dated:_____ Signed:_____
(after the August 15, 2023 Meeting) City Secretary
City of Brownsville, Texas

EXHIBIT A

GENERAL CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF BROWNSVILLE §

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***"), and we further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the **CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "***Obligations***"), dated as of August 15, and authorized by related ordinance passed by the City Commission of the City on August 15, 2023.

2. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter has not been changed or amended since the passage of the ordinance authorizing the issuance of the most recently dated, issued and outstanding obligations of the City.

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the issuance, delivery, payment, security or validity of the proposed Obligations; (b) the authority of the officers of the City to issue, execute and deliver the Obligations; or (c) the validity of the corporate existence, the current Tax Rolls, or the Charter of the City; and no litigation is pending pertaining to, affecting or contesting the boundaries of the City.

4. The currently effective ad valorem tax appraisal roll of the City (the "***Tax Roll***") is the Tax Roll prepared and approved during the calendar year 2022, being the most recently approved Tax Roll of the City; that the taxable property in the City has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "***Texas law***"); that the Tax Roll for said year has been submitted to the City Commission of the City as required by Texas law, and has been approved and recorded by the City Commission; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in the City (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the City has been or will be imposed and levied, is *$8,377,889,838.*

5. Attached hereto as *Exhibit A* is a true, full and correct schedule and statement of the aforesaid proposed Obligations, and all presently outstanding tax indebtedness of the City, and attached hereto as *Exhibit B* is a combined debt service schedule for all outstanding tax indebtedness of the City (including the aforesaid proposed Obligations).

6. The City is not in default as to any covenant, condition, or obligation in connection with any of the outstanding obligations (as described in *Exhibit A*) of the City.

7. Revenues of the City's Municipal Landfill have not been encumbered other than in connection with the proposed Certificates and certain of the other series of outstanding Certificates of Obligation described in ***Exhibit A*** attached hereto. The ordinances which authorized such outstanding Certificates of Obligation do not impose any requirements with respect to the issuance of additional indebtedness secured, in whole or in part, with revenues of the City's Municipal Landfill, and no default exists with respect to any of such outstanding Certificates of Obligation.

8. Attached hereto as ***Exhibit C*** is a true, full and correct schedule and statement of the income and expenses of the City's Municipal Landfill for the past three fiscal years (year ending September 30). Attached hereto as ***Exhibit D*** is a true and correct excerpt from the City's Code of Ordinances which sets forth current rates and charges related to the City's landfill.

9. The following persons are the duly elected members of the City Commission of the City as of the date hereof:

John Cowe, Jr., Mayor
Bryan L. Martinez, Commissioner, District 1
Linda C. Macis, Commissioner, District 2
Roy De los Santos, Commissioner, District 3
Pedro Cardenas, Commissioner, District 4
Rose M. Z. Gowen, M.D., Commissioner at Large "B"
Tino Villarreal, Jr., Commissioner at Large "A"

10. The following persons are the duly appointed City Manager, City Secretary, Assistant City Manager, Deputy City Manager, Chief Financial Officer and Director of Finance of the City as of the date hereof:

City Manager	Helen Ramirez
City Secretary	Yolanda "Yoli" Galarza
Assistant City Manager	Elizabeth Walker
Chief Financial Officer	Michael Delmore
Director of Finance	Lupe Granado, III

11. The City received all required disclosure filings under Section 2252.908, Texas Government Code, in connection with the authorization and issuance of the Obligations and has notified, or will timely notify, the Texas Ethics Commission of its receipt of such filings by acknowledging such filings in accordance with the provisions of Section 2252.908, Texas Government Code, and 1 Tex. Admin. Code § 46.5(c).

12. With respect to the contracts contained within the transcript of proceedings relating to the Obligations submitted to the Attorney General of Texas that are subject to Subchapter F of Chapter 2252, Texas Government Code, the City has confirmed that none of such counter parties are identified on a list prepared and maintained under Sections 2270.0201 or 2252.153 of the Texas Government Code, to the extent such lists have been prepared and made available for public review as of the date of this Certificate by the appropriate state agency.

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SIGNED AND SEALED THIS 15th DAY OF AUGUST, 2023.

_____
Mayor
City of Brownsville, Texas

_____
City Secretary
City of Brownsville, Texas

(SEAL)

Signature Page to the General Certificate Relating to
City of Brownsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023

EXHIBIT A

SCHEDULE OF ALL OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS OF THE CITY OF BROWNSVILLE, TEXAS

THE PROPOSED OBLIGATIONS

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, dated August 15, 2023, to be outstanding in the aggregate principal amount of *$*_____, bearing interest and maturing as set forth in the Ordinance authorizing such Certificates.

ALL PRESENTLY OUTSTANDING TAX INDEBTEDNESS:

TITLE OF OUTSTANDING OBLIGATIONS	DATED DATE	CURRENT OUTSTANDING PRINCIPAL AMOUNT ($)
Combination Tax and Revenue COs, Series 2022	02/01/2022	$18,800,000
Combination Tax and Revenue COs, Series 2021	06/01/2021	6,807,000
General Obligation Refunding Bonds, Series 2021 (AMT)	06/01/2021	14,420,000
Combination Tax and Revenue COs, Series 2020A	11/01/2020	8,150,000
General Obligation Refunding Bonds, Series 2020A	11/01/2020	3,555,000
General Obligation Refunding Bonds, Taxable Series 2020B	11/01/2020	13,145,000
Combination Tax and Revenue COs, Series 2020	03/15/2020	5,925,000
Combination Tax and Revenue COs, Series 2019	12/01/2019	5,185,000
General Obligation Refunding Bonds, Series 2019A	12/01/2019	8,205,000
Combination Tax and Airport Revenue COs, Series 2018 (AMT)	09/15/2018	21,200,000
General Obligation Refunding Bonds, Series 2017A	12/15/2017	3,290,000
Public Property Finance Contractual Obligations, Series 2017	12/15/2017	3,125,000
Combination Tax and Revenue COs, Series 2017	12/15/2017	14,190,000
General Obligation Refunding Bonds, Series 2016A	11/01/2016	5,345,000
General Obligation Refunding Bonds, Series 2016	08/01/2016	5,435,000
Combination Tax and Revenue COs, Series 2016	06/15/2016	8,615,000
Combination Tax and Revenue COs, Series 2015	04/15/2015	6,275,000
General Obligation Refunding Bonds, Series 2014	12/01/2014	8,880,000
Combination Tax and Revenue COs, Series 2013A	11/15/2013	835,000
Combination Tax and Revenue COs, Taxable Series 2012B	12/01/2012	60,000
TOTAL PRINCIPAL AMOUNT CURRENTLY OUTSTANDING:	***	$161,442,000

EXHIBIT B

COMBINED DEBT SERVICE SCHEDULE

EXHIBIT C

Municipal Landfill
Fiscal Year Ended September 30

	2022	2021	2020
Total Revenues	$17,125,245	$16,256,424	$14,735,896
Total Expenses	7,583,126	6,369,427	7,484,070
Total Net Revenues	$9,542,119	$9,886,997	$7,251,826

EXHIBIT D

Excerpt from the City's Code of Ordinances - Current Rates and Charges Related to the City's Landfill

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned Mayor and City Secretary, respectively, of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***"), hereby certify as follows:

(a) This Certificate is executed and delivered with reference to the **$_____ CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "***Obligations***"), dated as of August 15, 2023, and authorized by related ordinance passed by the City Commission of the City on August 15, 2023.

(b) Each of us signed the Obligations by manually executing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Obligations, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Obligations.

(c) The Obligations are substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the related ordinances authorizing the issuance thereof.

(d) At the time we so executed and signed the Obligations we were, and at the time of executing this Certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) No litigation of any nature has been filed or is now pending or, to our knowledge, threatened, to restrain or enjoin the issuance or delivery of any of the Obligations, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Obligations, and that so far as we know and believe no such litigation is threatened.

(f) Neither the corporate existence nor boundaries of the City is being contested; no litigation has been filed or is now pending or, to our knowledge, threatened, which would affect the authority of the officers of the City to issue, execute, sign, and deliver any of the Obligations; and no authority or proceedings for the issuance of any of the Obligations have been repealed, revoked, or rescinded.

(g) We have caused the official seal of the City to be impressed, or printed, or lithographed on each of the Certificates; and said seal on each of the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the City.

(h) This certificate is submitted pursuant to Title 1, Chapter 53, Texas Administrative Code. Upon the approval of the Certificates by the Attorney General of the State of Texas, he is authorized to date this certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this certificate inaccurate before the Attorney General's approval of the Certificates, we will notify the Attorney General at once by both

telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this certificate at the time of approval of the Certificates unless we advise him otherwise.

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EXECUTED and delivered this _____.

MANUAL SIGNATURES	**OFFICIAL TITLES**
_____	John Cowen, Jr., Mayor
_____	Yolanda “Yoli” Galarza, City Secretary

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____.

_____
Notary Public

Typed Name _____

(My Commission Expires _____)

(Notary Seal)

August 15, 2023

Ms. Theresia Goetz
Cash and Securities Management Division
Bond Registration
Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, 2nd Floor, Room 232
Austin, Texas 78701-2407

RE: CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023

Ladies and Gentlemen:

The Attorney General will deliver to you the above-described issues of obligations. At such time as you have registered such obligations, this will be your authority to deliver them to an authorized representative of McCall, Parkhurst & Horton L.L.P. who will deliver said obligations to the Paying Agent/Registrar named in the obligations for delivery to the purchasers thereof.

At the time you have registered the obligations, please deliver three copies of the Attorney General's opinion and the Comptroller's Signature Certificate covering said issue of obligations to a representative of McCall, Parkhurst & Horton L.L.P., or send such documents by overnight courier to Orlando "Jay" Juarez, Jr., McCall, Parkhurst & Horton L.L.P., 112 E. Pecan Street, Suite 1310, San Antonio, Texas 78205.

Sincerely yours,

CITY OF BROWNSVILLE, TEXAS

_____
Mayor

cc: Attorney General of Texas

August 15, 2023

The Attorney General of Texas
Public Finance Division
300 W. 15th Street, 7th Floor
Austin, Texas 78701

RE: CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023

Ladies and Gentlemen:

It is requested that you examine the above issues of obligations and the proceedings authorizing their issuance.

We enclose herewith one signed but undated copy of the Signature Identification and No-Litigation Certificate. Upon approval of the obligations, you are authorized to insert the date of approval in said Signature Certificate. If any litigation should develop before you have approved the obligations, we will notify you at once both by telephone and telecopy. With this assurance you can rely upon the absence of any such litigation at the time you approve the obligations unless we advise you otherwise.

After you have examined the obligations, kindly deliver them to the Office of the Comptroller of Public Accounts of the State of Texas. The Comptroller has received instructions as to disposition of such obligations following their registration.

Sincerely yours,

CITY OF BROWNSVILLE, TEXAS

_____
Mayor

cc: Comptroller of Public Accounts

RECEIPT FOR PROCEEDS

The undersigned hereby certifies as follows:

(a) This Receipt is executed and delivered with reference to the **CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "***Certificates***")**,** dated August 15, 2023, in the aggregate principal amount of ***$*****_____**, authorized by an ordinance passed by the City Commission of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***") on August 15, 2023.

(b) The undersigned is the duly chosen, qualified, and acting Director of Finance of the City.

(c) The Certificates have been duly delivered to the initial purchaser thereof, namely:

Ramirez & Co., Inc.

(as Representative of the Underwriters)

(d) The Certificates have been paid for in full by said purchaser concurrently with the delivery of this Receipt, and the City has received, and hereby acknowledges receipt of, the agreed purchase price for the Certificates, being ***$*****_____** (which amount is equal to par, plus a [net] original issue premium of ***$*****_____**, and less Underwriters' discount of ***$*****_____**), and no accrued interest.

EXECUTED and delivered this 13th day of September, 2023.

CITY OF BROWNSVILLE, TEXAS

_____

Lupe Granado, III
Director of Finance

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT, dated as of August 15, 2023 (this "***Agreement***"), by and between the **CITY OF BROWNSVILLE, TEXAS** (the "***Issuer***"), and **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,** Minneapolis, Minnesota (the "***Bank***"), a national bank duly organized and operating under the laws of the United States of America.

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its **CITY OF BROWNSVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "***Securities***") in the aggregate principal amount of $_____, such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are expected to be delivered to the initial purchaser thereof or about on or about September 13, 2023; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Resolution" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Resolution."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year. The Issuer and the Bank agree that in no event shall the aggregate fees paid to the Bank under this Agreement exceed $100,000; therefore, this Agreement has a "value" to the Bank of less than $100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"***Bank Office***" means the principal corporate trust office of the Bank as indicated in Section 6.03 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"***Fiscal Year***" means the fiscal year of the Issuer, ending September 30.

"***Holder***" and "***Security Holder***" each means the Person in whose name a Security is registered in the Security Register.

"***Legal Holiday***" means a day on which the Bank is required or authorized to be closed.

"***Ordinance***" means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"***Predecessor Securities***" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"***Record Date***" means the last business day of the month next preceding payment.

"***Redemption Date***" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Resolution.

"***Responsible Officer***" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"***Security Register***" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"***Stated Maturity***" means the date specified in the Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer" and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each

Security at its Stated Maturity, or Redemption Date to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03. Special Payment Provisions.

Notwithstanding the provisions of Sections 3.01 and 3.02 hereof, so long as the Holder of the Securities is the United States of America, the payment of principal of and interest on the Securities shall be made in accordance with the special provisions of the Resolution relating thereto.

ARTICLE FOUR

REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

At any time that the Securities are not subject to a book-entry-only system of registration and transfer, the Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those that the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Cancellation of Certificates.

All certificates surrendered to the Bank, at the designated Payment/Transfer Office, for payment, redemption, transfer or replacement, shall be promptly canceled by the Bank. The Bank will provide to the Issuer, at reasonable intervals determined by it, a certificate evidencing the destruction of canceled certificates.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost or stolen Securities as long as the same does not result in an over-issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

Section 4.08. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report or assure that a report is made to the Holder and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Security which is required to be reported by a Holder on its returns of federal income tax.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel, or other agent. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer executed in accordance with Section 4.01 hereof, which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a agent capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank, its directors, officers and employees, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or

administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Bank shall report to the Holders and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities, and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in the gross income of the Holder thereof.

Section 5.09. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 5.10. Legislative Contracting Requirements.

Pursuant to Section 2252.152, Texas Government Code, neither the Bank nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

This Agreement does not constitute a contract for goods or services with a value of $100,000 or more that is to be paid wholly or partly from public funds of a governmental entity for which a written verification is required under Section 2271.002, Texas Government Code, or under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses set forth below:

Issuer: City of Brownsville, Texas
1001 E. Elizabeth Street, 3rd Floor
Brownsville, Texas 78520

Bank: Computershare Trust Company, N.A.
600 S. 4th Street, 6th Floor
MAC N9300-060
Minneapolis, Minnesota 55415

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature).

The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on the following page of such officer's Internet website:

https://comptroller.texas.gov/purchasing/publications/divestment/php.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

(Execution Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BROWNSVILLE, TEXAS

By: _____
Mayor

COMPUTERSHARE TRUST COMPANY, N.A.

By: _____

Title: _____

Signature Page to the Paying Agent/Registrar Agreement Relating to
City of Brownsville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023

SCHEDULE A

Paying Agent/Registrar Fee Schedule Attached

PRICING CERTIFICATE

I, the undersigned City Manager of the City of Brownsville, Texas (the "Issuer"), acting as the Designated Officer pursuant to the authority granted to me by the ordinance adopted by the City Council of the Issuer on August 15, 2023 (the "Ordinance") relating to the issuance of the Issuer's Combination Tax and Revenue Certificates of Obligations, Series 2023 (the "Certificates of Obligation") hereby finds, determines and commits on behalf of the Issuer to sell and deliver the Certificates of Obligation on the following terms:

1. Capitalized terms not otherwise defined herein have the meaning assigned in the Ordinance.

2. The Certificates of Obligation are hereby sold and shall be delivered to ***Ramirez & Co., Inc.***, ***Cabrera Capital Markets, LLC,*** and ***Frost Bank*** for cash at a price of ***$_____*** (being the par amount of the Certificates of Obligation, plus a [net] original reoffering premium of ***$_____***, less an Underwriters' discount of ***$_____***) and no accrued interest, according to the following terms:

A. The aggregate principal amount of the Certificates of Obligation shall be ***$_____*** maturing on February 15 in each of the years 2024 through 2043, inclusive.

B. The Certificates of Obligation shall be dated August 15, 2023, with the initial Certificate being numbered T-1 and definitive Certificates being numbered consecutively from R-1 upward.

C. (i) (a) The Certificates of Obligation shall mature and be payable on the dates and in the principal amounts and shall bear interest at the per annum rates, and shall be sold to yield the rates, set forth in the following schedule:

Maturity Date	Principal Amount ($)	Interest Rate (%)	Yield (%)
February 15, 2024			
February 15, 2025			
February 15, 2026			
February 15, 2027			
February 15, 2028			
February 15, 2029			
February 15, 2030			
February 15, 2031			
February 15, 2032			
February 15, 2033			
February 15, 2034			
February 15, 2035			
February 15, 2036			
February 15, 2037			
February 15, 2038			
February 15, 2038			
February 15, 2039			
February 15, 2039			
February 15, 2040			
February 15, 2041			
February 15, 2042			
February 15, 2043			

(1) Yield is calculated to first optional redemption date of February 15, 20___.

(b) Interest on the Certificates of Obligation shall be payable February 15 and August 15 of each year, commencing February 15, 2024. The record date for the Certificates of Obligation will be the last business day of the month preceding an interest payment date.

(c) The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months.

(ii) The debt service requirements of the Certificates of Obligation are set forth in Exhibit A attached hereto.

D. The true interest cost on the Certificates of Obligation is ____%.

E. The Issuance Date (delivery date) of the Certificates of Obligation shall be September 13, 2023.

F. Optional Redemption. The Certificates of Obligation having stated maturities on and after February 15, 20___, are subject to redemption, at the option of the Issuer, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 20___, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

G. The Certificates of Obligation shall be initially registered in the name of ***Ramirez & Co., Inc***.

H. Pursuant to Section 16 of the Ordinance, and in the name of the Issuer, the distribution and use of the Preliminary Official Statement and the final Official Statement by the underwriters of the Certificates of Obligation designated in paragraph 2 is authorized and approved.

I. In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Certificates of Obligation as set forth in this Certificate are in the Issuer's best interests.

J. Proceeds from the sale and delivery of the Certificates of Obligation representing the par amount of ***$***_____ shall deposited into the Construction Fund. ***$***_____ of premium generated from the sale and delivery of the Certificates of Obligation will also be deposited into the Construction Fund and counted against noticed authorization. ***$***____ of premium generated from the sale and delivery of the Certificates of Obligation shall be used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended.

K. Computershare Trust Company, National Association, Minneapolis, Minnesota shall serve as the Paying Agent/Registrar for the Certificates of Obligation.

[The remainder of this page intentionally left blank.]

WITNESS MY HAND this _____.

CITY OF BROWNSVILLE, TEXAS

By: _____
Name: Helen Ramirez
Title: City Manager

EXHIBIT A

Schedule of Debt Service Requirements

August 15, 2023

City of BROWNSVILLE Texas
On the Border By the Sea

Parameters Presentation

Combination Tax and Revenue Certificates of Obligation, Series 2023

ESTRADA • HINOJOSA
INVESTMENT BANKERS

Dallas • Austin • Chicago • Houston • Miami • New York • Rio Grande Valley • San Antonio

General Obligation Debt Outstanding

Ratings		
S&P	AA	Affirmed
Moody's	Aa3	Affirmed

General Obligation Debt Outstanding

Series	Par Outstanding	Amount Callable	Call Date
Comb Tax & Rev C/O Ser 2022	$ 18,800,000	$ 12,530,000	2/15/2031
Comb Tax & Rev C/O Ser 2021 (FIF)	6,807,000	6,807,000	Anytime
GO Refunding Bonds, Series 2021 (AMT)	14,420,000	10,710,000	2/15/2030
Comb Tax & Rev C/O Ser 2020A	8,150,000	5,490,000	2/15/2030
GO Refunding Bonds, Series 2020A	3,555,000	470,000	2/15/2030
GO Refunding Bonds, Taxable Ser 20B	13,145,000	3,820,000	2/15/2030
Comb Tax & Rev C/O Ser 2020	5,925,000	3,475,000	8/15/2030
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GO Ref Bds Ser 2017A	3,290,000	725,000	2/15/2027
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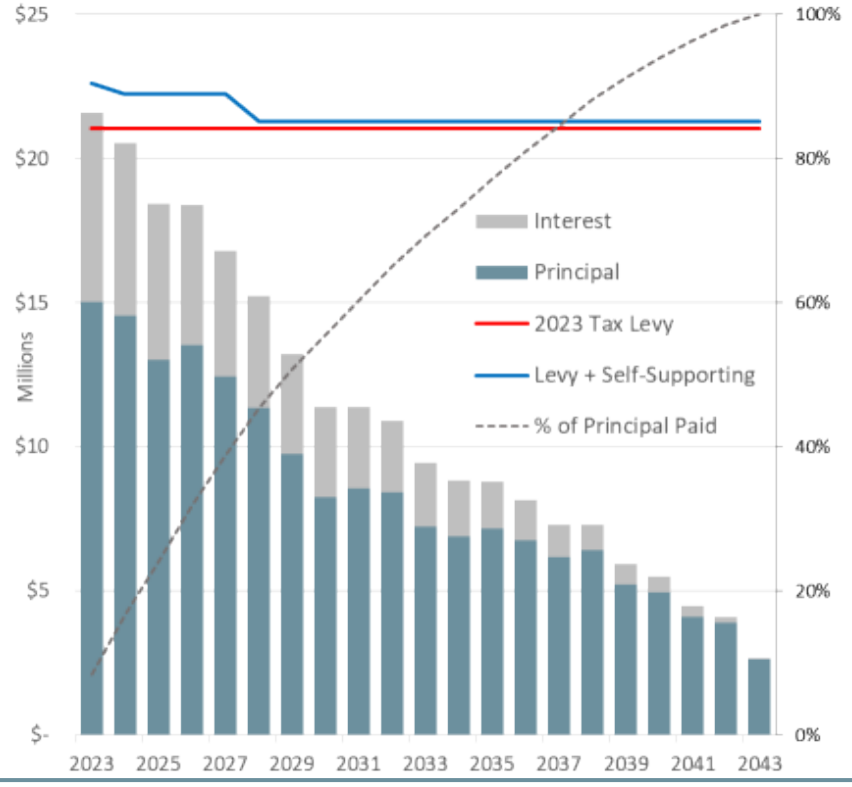
Comb Tax & Rev C/O 2017	14,190,000	11,725,000	2/15/2027
GO Ref Bds Ser 2016A	5,345,000	1,530,000	2/15/2026
GO Ref Bds Ser 2016	5,435,000	2,420,000	2/15/2026
Comb Tax & Rev C/O Ser 2016	8,615,000	6,970,000	2/15/2026
Comb Tax & Rev C/O Ser 2015	6,275,000	5,600,000	2/15/2025
GO Ref Bds Ser 2014	8,880,000	2,805,000	2/15/2024
GO Ref Bds Ser 2013A	835,000	835,000	Non-Callable
Comb Tax & Rev C/O Taxable 2012B	60,000	60,000	2/15/2022
Total	**$ 161,442,000**	**$ 100,827,000**	

Total Tax Rate			
Fiscal Year	**2021**	**2022**	**2023**
M&O	0.4428	0.4420	0.427539
I&S	0.2551	0.2551	0.264380
Total	0.6980	0.6971	0.691919

Taxable Assessed Value *($bn)* and Approx Levy *($mm)*				
Fiscal Year	**2021**	**2022**	**2023**	**2024***
TAV	$ 7.55	$ 7.77	$ 8.48	$ 9.51
Levy	$ 52.71	$ 54.13	$ 58.69	TBD

*2024 Preliminary. Subject to change



Pricing Progression

Parameters Ordinance

- Price: Par not to exceed $31,000,000
- Rate: Not to exceed 5.00%
- Final Maturity: February 15, 2043

City of Brownsville - Comb Tax and Revenue COs 2023				
	Plan of Finance	**Delegation**	**Preliminary Px**	**Final Pricing**
Rates as of	6/20/2023	8/11/2023		
Par	**$ 29,635,000**	**$ 28,075,000**		
Call	**2/15/2033**	**2/15/2033**		
Project	30,173,489	30,173,489		
TIC	4.65%	3.99%		
Total Interest	15,847,458	15,098,694		
Less Premium	1,038,489	2,525,942		
Net Interest	14,808,969	12,572,753		
Total Debt Service	$ 45,482,458	$ 43,173,694	$ -	$ -

Estimated Cost of Issuance Budget

Category	Cost ($)*
Printing:	
Printing of OS/POS	2,500.00
Legal:	
Bond Counsel Fee	37,073.44
Attorney General / IRS 8038-G	9,500.00
Bond Counsel Expenses	2,500.00
Paying Agent	
Paying Agent Fee	2,000.00
Rating Agencies:	
Moody's	33,500.00
Standard & Poor's	28,500.00
Financial Advisor:	
FA Fee	66,823.44
FA Fee C/Os Multiplier (20%)	13,364.69
Computer Fee	15,000.00
Preparation of OS/POS	7,500.00
Travel	3,500.00
Communication, Postage, Printing	2,500.00
Misc	
Contingency/Rounding	5,738.43
Grand Total	**$ 230,000.00**

*Some cost are variable, and change based on par and proceeds. Preliminary, subject to change.

Timetable of Events Overview

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
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Denotes pricing event

Denotes holiday

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Financing Team

Role	Entity
Issuer	City of Brownsville, Texas
Financial Advisor	Estrada Hinojosa & Co.
Bond Counsel	McCall, Parkhurst & Horton LLP
Underwriters	Ramirez & Co., Inc. Cabrera Capital Markets LLC Frost Bank
Underwriters' Counsel	Kassahn & Ortiz, P.C.
Rating Agencies	Moody's Standard & Poor's
Paying Agent	Computershare Trust Company

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City of BROWNSVILLE Texas
On the Border, By the Sea

Parameters Presentation

Combination Tax and Revenue Certificates of Obligation, Series 2023

ESTRADA • HINOJOSA
INVESTMENT BANKERS

Dallas • Austin • Chicago • Houston • Miami • New York • Rio Grande Valley • San Antonio

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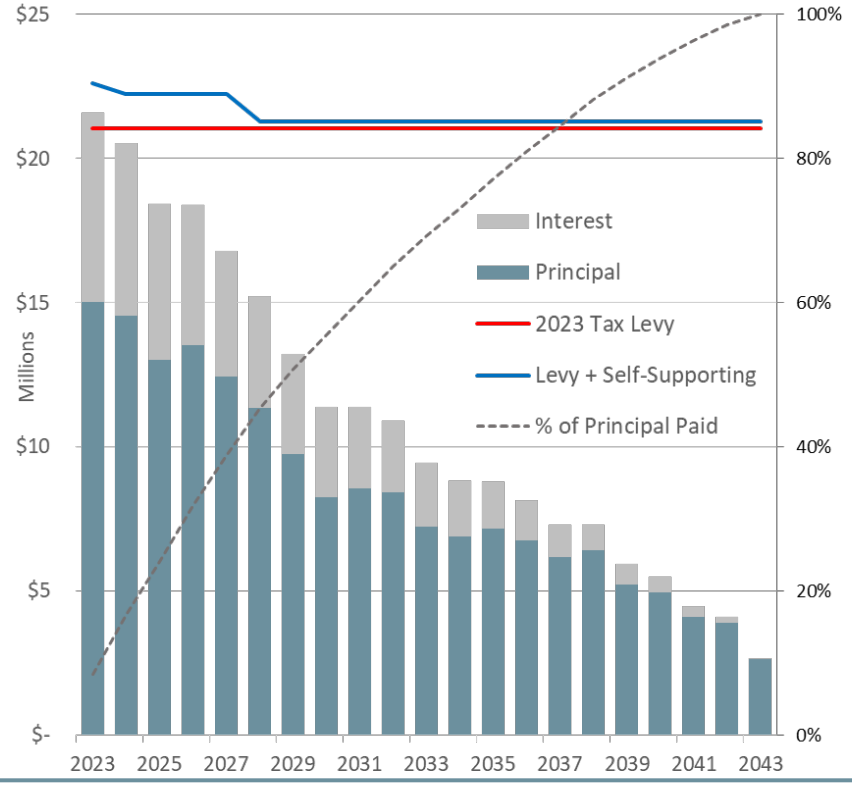

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to award a contract to Shirley & Sons Construction Company, INC from Cleveland, Texas, for Dean Porter Park IFB# DPP-30-1223, for the repairs and renovations of the retaining wall and boardwalk in the amount of $737,486.85 plus the option for a 25% cost overrun maximum ($184,371.71) to Shirley & Sons Construction Company, INC, as budgeted. (Parks & Recreation Department)

Summary:
This contract is recommended by the Parks & Recreation Department to be awarded to Shirley & Sons Construction Company, INC. from Cleveland, Texas through a competitive bid #DPP-30-1223, for the Dean Porter Park repairs and renovations of the retaining wall and boardwalk. As part of the 5-year budget process in FY2021, funds were allocated for the repairs of the detreating retaining wall and to add a boardwalk. **It was determined that repairs and renovations were needed by SAMES, the contracted project Engineer for this project**. **In April 2021**, Mr. Tomas Luna, SAMES project Engineer, estimated the construction cost was $616,517.31 but, due to the volatile market this past couple of years, the bid amount is higher than the originally anticipated cost. The first and only sealed bid was received on May 5, 2023, with one responsive and responsible bidder. Due to the bid coming in over budget, the department focused on the highest priority needs of the project, reducing the scope and planning to seek additional funding sources to possibly meet the gap, hence including approval to include cost overrun of 25% should additional funds be contributed, otherwise the project will stay within the budgeted amount. The contract amount is $737,486.85 with the work to be substantially completed within 120 calendar days of the Notice to Proceed.

Project Scope and Analysis:
For the Dean Porter Park retaining wall, the contract is to repair & replace damaged flat boards, beams, sheet pilings and re-work damaged dirt areas and bring new selected fill and compact it. Before beginning work, the Contractor shall provide to the City with a Schedule of Values related to the work, which shall be used for purposes of periodic payments. The contract sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision, and labor necessary for the proper

prosecution and completion of the work. The Contractor shall begin the Work within (10) days of receipt of a written Notice to Proceed and shall substantially complete the Work within 120 calendar days as identified in the BID package.

Contractor Responsibility
1. The contractor is to secure all required permits prior to the commencement of work.
2. The Contractor will provide required submittals with requested documentation to the engineer for approval.
3. Contractor to hold a pre-construction meeting with the engineer and city officials prior to commencing work.
4. Contractors to dispose of all debris of any kind accumulated from the work of this section shall be disposed of the site in a legal manner. Do not allow debris to enter the sewer. Do not pile debris, endanger structures or block roadways or become a nuisance to staff and members.
5. Contractor to protect existing work that is to remain in place, that is to be reused, or that is to remain the property of the owner. Repair items damaged during the performance of the work or replaced with new. Provide new supports or reinforcement for existing construction weakened by demolition or removal of work.

Funding:

Source: Infrastructure Maintenance Fund (IMF) Account # 455-850-911

Amount: $737,486.85

Local Contribution if Applicable: 0

Recommendation:
The Parks and Recommendation Department, Engineering and Public Works Department and Internal Service Department recommend approval.

Commission Pillar:
Quality of Life, Infrastructure

Attachments:
1. Parks & Recreation
2. DPP-30-1223 Analysis (1)
3. DPP-30-1223 Construction Contract 08.02.23 vF
4. 1. DPP BEC Boardwalk-Kayak Ramap-Bulkhead-CD 2022.11.08
5. DPP BEC _ CD Specs 2022.11.07

Parks & Recreation Department

Repairs & Renovations to Dean Porter Park Phase 1

Proposed Scope of Work

Install a new boardwalk that is approximately 4000 sq. ft.

Repair bulkhead such as remove and replace flat boards, beams and sheet pilings.

Re-work damaged dirt areas and new selected fill and compact

Add new helical anchors where needed

Install 155 linear feet of a new bulkhead on the south side of the pavilion.

PROPOSED BOARDWALK
DRIVEWAY
DRIVEWAY

Project Cost

- Total cost for Dean Porter Park bulkhead renovations $737,486.85
- Funding Source: Infrastructure Maintenance Fund (IMF)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date:	Monday, July 17, 2023
To:	Ms. Helen Ramirez, City Manager
From:	Mr. Lupe Granado III, Financial Services Director
CC:	Mr. Damian Espinoza, Procurement and Contract Manager Mrs. Damaris McGlone., Packs and Recreation Director
Subject:	Agenda Item for the City Commission meeting of Tuesday, August 15, 2023 "Consideration and Action to Award a contract for the Repairs & Renovations to Dean Porter Park and Brownsville Event Center **# DPP-30-1223**

At the request of Mrs. Damaris McGlone., Packs and Recreation Director, the Finance Department-Procurement Division solicited a formal sealed Invitation for Bids for the aforementioned project.

PROJECT MILESTONES WERE ACCOMPLISHED AS FOLLOWS:

1. The legal advertisements appeared in The Brownsville Herald two (2) times: on March 19, 2023, and March 26, 2023, and were posted on the Purchasing website. There was One (1) addendum issued during the process.

2. A Pre-Bid Meeting was held on Thursday, March 29, 2023, at 10:00 A.M. CT

3. Sealed Bids were received for the subject project on Thursday, May 04, 2023, at 2:00 P.M. CT A total of One (1) submittal was received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:

   - Shirley & Sons Construction Co., Inc

PROCUREMENT SUMMARY: Repairs & Renovations to Dean Porter Park and Brownsville Event Center.

1. The BIDs was evaluated, negotiated and a recommendation was to award the contract for the Repairs & Renovations to Dean Porter Park and Brownsville Event Center to the responsive and responsible vendor, Shirley & Sons Construction Co., Inc. for a contract amount of **$737,486.85**. (ATTACHMENT A)
2. The term of this contract shall commence upon approval by City Commission and shall continue until the Completion of the Repairs & Renovations to Dean Porter Park and Brownsville Event Center.

Attachment A

Dean Porter Park Boardwalk

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S CONSTRUCTION		SHIRLY & SON'S CONSTRUCTION	SHIRLY & SON'S CONSTRUCTION	PARD
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	Unofficial Bid Tab May 4, 2023	Vendor Revised June 20, 2023	Counter Offer July 14, 2023
1	16' Long Wood Piers, including installation	EA	110	$ 437.50	$ 48,125.00	$ 365.00	$ 40,150.00			
2	10' Long Wood Piers, including installation	EA	10	$ 287.50	$ 2,875.00	$ 365.00	$ 3,650.00			
3	2x12's Beams (4-thus)	LF	3,382	$ 25.50	$ 86,241.00	$ 7.50	$ 25,365.00			
4	2x12's Edge Stringer	LF	242	$ 11.95	$ 2,892.66	$ 148.00	$ 35,816.00			
5	2x12's Joists	LF	4,052	$ 5.31	$ 21,526.25	$ 3.00	$ 12,156.00			
6	2x8's Decking	SF	5,730	$ 5.29	$ 30,333.19	$ 6.30	$ 36,099.00			
7	2x4's Railing	LF	432	$ 1.88	$ 810.00	$ 23.00	$ 9,936.00			
8	Set of Steel Angle Kicker, including Bolts	EA	120	$ 187.50	$ 22,500.00	$ 315.00	$ 37,800.00			
9	Misc. Bolts, Screws, Nails, etc.	LOT	1	$ 4,375.00	$ 4,375.00	$ 30,000.00	$ 30,000.00			
10	Concrete Footing where Ramp starts	LF	16	$ 12.00	$ 192.00	$ 131.25	$ 2,100.00			
11	~~Electrical Service Entrance (Framed Base, Meter, & Disconnects)~~	EA	1	~~$ 2,500.00~~	~~$ 2,500.00~~	~~$ 44,708.00~~	~~$ 44,708.00~~			Eliminate line item
12	~~Light Poles, including mounting support~~	EA	11	~~$ 2,100.00~~	~~$ 23,100.00~~	~~$ 4,064.36~~	~~$ 44,707.00~~			Eliminate line item
	TOTAL:			$ 9,949.43	$ 245,470.10	$ 80,136.41	$ 322,487.00	$ 322,487.00	$ 245,470.10	$ 219,870.10

Dean Porter Park Bulkhead Repairs

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S CONSTRUCTION				
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	Remove all Damaged Flat Boards and Beams	LF	950	$ 6.50	$ 6,175.00	$ 36.00	$ 34,200.00			
2	Provide New 4x8 Beams at both sides of Bulkhead, including Bolts, Screws, and Nails	LF	950	$ 22.50	$ 21,375.00	$ 78.00	$ 74,100.00			
3	New 2s10 Flat Boards	LF	950	$ 10.63	$ 10,093.75	$ 15.00	$ 14,250.00			
4	Re-work damaged dirt areas and bring new Selected Fill and Compact	LS	1	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00			
5	Replace Damaged Sheet Piling	LS	1	$ 40,000.00	$ 40,000.00	$ 10,000.00	$ 10,000.00			
	TOTAL:			$ 52,039.63	$ 89,643.75	$ 25,129.00	$ 147,550.00	$ 147,550.00	$ 89,643.75	$ 89,643.75

Dean Porter Park Bulkhead Replacement

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S				
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	Remove Damaged Sheet Piling, Flat Boards, and Beams	LF	504	$ 75.00	$ 37,800.00	$ 85.00	$ 42,840.00			
2	Re-work dirt at Eroded areas, bring New Selected Fill and Compact	LF	152	$ 18.00	$ 2,736.00	$ 164.00	$ 24,928.00			
3	Provide New Sheet Piling	LF	504	$ 110.00	$ 55,440.00	$ 150.00	$ 75,600.00			
4	Helical Anchors	EA	64	$ 260.00	$ 16,640.00	$ 1,796.00	$ 114,944.00			

5	Provide New 4x8 Beams at both sides of Bulkhead, including Bolts, Screws, and Nails	LF	504	$ 22.50	$ 11,340.00	$ 127.00	$ 64,008.00			
6	New 2s10 Flat Boards	LF	504	$ 10.63	$ 5,357.52	$ 15.00	$ 7,560.00			
7	5'x3' Type-A Concrete Catch- Basin Inlet	EA	2	$ 2,500.00	$ 5,000.00	$ 500.00	$ 1,000.00			
8	18"Ø RCP Storm Drain Pipe	LF	86	$ 475.00	$ 40,850.00	$ 75.00	$ 6,450.00			
9	6"Ø PVC Storm Drain Pipe	LF	88	$ 24.00	$ 2,112.00	$ 25.00	$ 2,200.00			
10	8"Ø PVC Storm Drain Pipe	LF	285	$ 36.00	$ 10,260.00	$ 31.80	$ 9,063.00			
	TOTAL:			$ 3,531.13	$ 187,535.52	$ 2,968.80	**$ 348,593.00**	**$ 348,593.00**	**$ 348,593.00**	**$ 348,593.00**

Dean Porter Park New Bulkhead

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S				
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	Provide New Sheet Piling	LF	115	$ 110.00	$ 12,650.00	$ 150.00	$ 17,250.00			
2	Remove topsoil and prepare soil to receive New Selected Fill and Compact	LF	115	$ 18.00	$ 2,070.00	$ 164.00	$ 18,860.00			
3	Helical Anchors	EA	15	$ 260.00	$ 3,900.00	$ 1,796.00	$ 26,940.00			
4	Provide New 4x8 Beams at both sides of Bulkhead, including Bolts, Screws, and Nails	LF	115	$ 22.50	$ 2,587.50	$ 127.00	$ 14,605.00			
5	New 2s10 Flat Boards	LF	115	$ 10.63	$ 1,222.45	$ 15.00	$ 1,725.00			
	TOTAL:			$ 421.13	$ 22,429.95	$ 2,252.00	**$ 79,380.00**	**$ 79,380.00**	**$ 79,380.00**	**$ 79,380.00**

~~Brownsville Event Center – Site Improvements~~

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S				
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	~~Demolish Concrete Walkway~~	~~SF~~	~~814~~	~~$ 12.00~~	~~$ 9,768.00~~	~~$ 5.53~~	~~$ 4,501.42~~			Eliminate line item
2	~~Saw-Cut Concrete Curb~~	~~LF~~	~~20~~	~~$ 8.00~~	~~$ 160.00~~	~~$ 19.00~~	~~$ 380.00~~			Eliminate line item
3	~~Remove and Re-grade dirt to provide slope meeting ADA. Provide New Select Fill as needed~~	~~SF~~	~~814~~	~~$ 7.00~~	~~$ 5,698.00~~	~~$ 5.16~~	~~$ 4,200.24~~			Eliminate line item
4	~~New ADA Concrete Walkway~~	~~SF~~	~~814~~	~~$ 12.00~~	~~$ 9,768.00~~	~~$ 27.69~~	~~$ 22,539.66~~			Eliminate line item
5	~~New ADA Flatwork to access New Kayak Ramp~~	~~SF~~	~~72~~	~~$ 12.00~~	~~$ 864.00~~	~~$ 22.00~~	~~$ 1,584.00~~			Eliminate line item
6	~~New Flatwork, including Curb at New Parking Spaces~~	~~SF~~	~~240~~	~~$ 12.00~~	~~$ 2,888.00~~	~~$ 20.00~~	~~$ 4,800.00~~			Eliminate line item
7	~~Pavement Marking for new Parking Spaces, including Van Accessible Space & Access Aisle~~	~~LS~~	~~1~~	~~$ 1,500.00~~	~~$ 1,500.00~~	~~$ 850.00~~	~~$ 850.00~~			Eliminate line item
8	~~Accessible Signage Pole~~	~~EA~~	~~1~~	~~$ 300.00~~	~~$ 300.00~~	~~$ 400.00~~	~~$ 400.00~~			Eliminate line item
9	~~Concrete Wheel Stops~~	~~EA~~	4	~~$ 300.00~~	~~$ 1,200.00~~	~~$ 90.00~~	~~$ 360.00~~			Eliminate line item
10	~~Temporary Sediment Control~~	~~LS~~	~~1~~	~~$ 3,000.00~~	~~$ 3,000.00~~	~~$ 1,500.00~~	~~$ 1,500.00~~			Eliminate line item
11	~~New Light Poles, including connection to~~	~~EA~~	~~3~~	~~$ 2,100.00~~	~~$ 6,300.00~~	~~$ 14,902.67~~	~~$ 44,708.01~~			Eliminate line item

	~~Existing Panel~~									
	TOTAL:			$ 7,263.00	$ 41,446.00	$ 17,842.05	$ 85,823.33	$ 85,823.33	$ 85,823.33	$ -

~~Dean Porter Park & Brownsville Event Center – Kayak Ramps~~

ITEM No.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	Engineers Estimate		SHIRLY & SON'S				
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
1	~~Dean Porter Park Kayak Ramp~~	~~EA~~	~~1~~	~~$ 15,000.00~~	~~$ 15,000.00~~	~~$ 51,500.00~~	~~$ 51,500.00~~		$ -	Eliminate line item
2	~~Brownsville Events Center Kayak Ramp~~	~~EA~~	~~1~~	~~$ 15,000.00~~	~~$ 15,000.00~~	~~$ 51,500.00~~	~~$ 51,500.00~~			Eliminate line item
	TOTAL:				$ 30,000.00		$ 103,000.00	$ 103,000.00	$ 103,000.00	$ -

	Contractors Unofficial Bid	Contractor Revised Bid	PARD Counter Offer
TOTAL COST	$ 1,086,833.33	$ 951,910.18	$ 737,486.85
Construction Budget	$ 701,895.00	$ 701,895.00	$ 701,895.00
Over budget totals	$ (384,938.33)	$ (250,015.18)	$ (35,591.85)

End of Attachment A

CONTRACT FOR: REPAIRS & RENOVATIONS TO DEAN PORTER PARK AND BROWNSVILLE EVENT CENTER
DPP-30-1223

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	Shirley & Sons Construction Co., Inc. 3646 FM 163 Cleveland, Texas 77327
for the following Project ("Project"):	Repairs & Renovations to Dean Porter Park and Brownsville Event Center Brownsville, Texas 78520

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Exhibit A, Scope of Services and Specifications; and
c. Exhibit B, Certificates of Insurance,
d. Exhibit C, Payment and Performance Bond Requirements

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein, specifically Exhibit "A", Scope of Services.

D. CONTRACT PRICE; PAYMENT TERMS

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **SEVEN HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED AND EIGHTY-SIX DOLLARS AND EIGHTY-FIVE CENTS ($737,486.85)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, if any, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner so long as there are no increased costs beyond the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws upon receipt of an acceptable invoice. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

E. CONTRACT TIME

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 10 days after the Effective Date of the Agreement, and shall complete the Work within 120/120 consecutive calendar days.

F. LIQUIDATED DAMAGES

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also

recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **One Thousand Dollars ($1,000.00)** for each day that expires after the time specified in Paragraph E above, for Final Acceptance until the City issues the Final Letter of Acceptance.

G. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by a staff member of the Internal Services Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

H. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION

OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

I. INDEPENDENT CONTRACTOR; PERSONNEL

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide

protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties

agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

M. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the

Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given to the address listed in the introductory paragraph, with copy to the City of Brownsville, Attn: City Attorney, 1001 E Elizabeth St., Brownsville, TX 78520.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs

work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2022.

OWNER:

_____
(Signature)

_____
John Cowen,
Mayor
City of Brownsville

CONTRACTOR:

_____
(Signature)

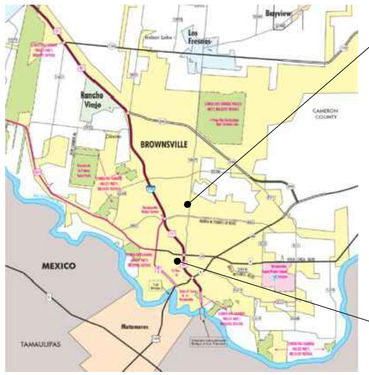
_____
Print Name:

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney, First Asst

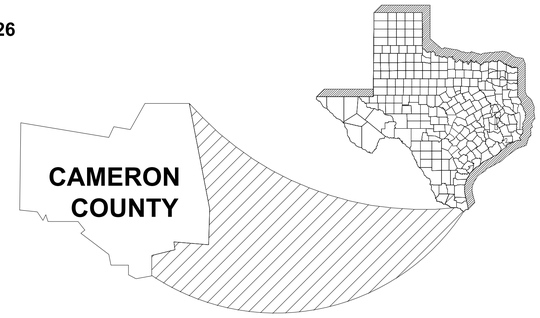
REPAIRS & RENOVATIONS TO DEAN PORTER PARK & BROWNSVILLE EVENTS CENTER

BROWNSVILLE, TEXAS



BROWNSVILLE EVENTS CENTER:
1 EVENTS CENTER
BROWNSVILLE, TEXAS 78526

DEAN PORTER PARK:
DEAN PORTER DR.
BROWNSVILLE, TEXAS 78520



DRAWING INDEX

CS-1	COVER SHEET
C1.1	D.P.P. NEW IMPROVEMENTS MASTER PLAN
C1.2	D.P.P. BOARDWALK PLAN
C1.3	D.P.P. BOARDWALK SECTIONS
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S1.3	D.P.P. BOARDWALK FRAMING DETAILS
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E1.2	D.P.P. BOARDWALK ELECTRICAL DETAILS

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C2.2	D.P.P. BULKHEAD DETAILS
C2.3	D.P.P. BULKHEAD REPLACEMENT PLAN
C2.4	D.P.P. BULKHEAD REPLACEMENT DETAILS
C2.5	D.P.P. BULKHEAD REPLACEMENT PICTURES
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C3.1	EVENTS CENTER EXISTING/DEMOLITION PLAN
C3.2	EVENTS CENTER PROP. IMPROVEMENTS PLAN
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C3.4	EVENTS CENTER NEW ACCESSIBLE ROUTE
C3.5	EVENTS CENTER KAYAK RAMP PLAN
C3.6	EVENTS CENTER SWPPP
E2.1	EVENTS CENTER KAYAK ELECTRICAL PLAN

City of BROWNSVILLE
On the Border. By the Sea. TEXAS

DRAWING INDEX

JUAN "TREY" MENDEZ, III.....MAYOR
JOHN COWEN, Jr.....CITY COMM. AT-LARGE "A"
ROSE M.Z. GOWEN.....CITY COMM. AT-LARGE "B"
NURITH GALONSKY PIZANA.....COMM., DISTRICT 1
JESSICA TETREAU-KALIFA.....COMM., DISTRICT 2
ROY DE LOS SANTOS.....COMM., DISTRICT 3
PEDRO CARDENAS.....COMM., DISTRICT 4

HELEN RAMIREZ.....INTERIM CITY MANAGER

GENERAL BID NOTES

1. CONSTRUCTION SHALL CONFORM WITH THE REFERENCED EDITION OF THE BUILDING CODE AND ALL LOCAL PRESIDING BUILDING CODES AND LEGAL REQUIREMENTS
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PURCHASING ALL REQUIRED PERMITS.
3. IT IS THE INTENT OF THESE DOCUMENTS THAT A COMPLETE AND WORKABLE INSTALLATION BE PROVIDED. TO THIS END, THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPERVISION, TRANSPORTATION, WAREHOUSING, AND OTHER SERVICES REQUIRED TO COMPLETE THE WORK IN AN EFFICIENT AND TIMELY MANNER.
4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS. BY THE ACT OF SUBMITTING A BID, THIS CONTRACTOR ACCEPTS THE CONDITIONS UNDER WHICH HE WILL BE REQUIRED TO WORK.
5. SUBSTITUTIONS OR DEVIATIONS FROM THE PLANS AND SPECIFICATIONS WILL ONLY BE ACCEPTED AT THE TIME OF BIDDING AND ONLY WHEN SUBMITTED IN WRITING THREE DAYS PRIOR TO BID DATE. THE BURDEN OF PROOF THAT THE SUBSTITUTED ITEM IS EQUAL TO THE SPECIFIED ITEM RESTS WITH THE CONTRACTOR.
6. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING AND TEMPORARY SUPPORTS, ETC. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE PRIOR TO THE APPLICATION OF ALL SHEAR WALLS, ROOF SHEATHING, STRUCTURAL ELEMENTS AND FINISH MATERIALS.
7. THE GENERAL CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, LOCATION OF NEW FRAMING MEMBERS, LINES OF SUPPORT, LOCATIONS OF ANCHOR BOLTS, HOLD DOWNS, EXISTING SITE CONDITIONS AND UTILITIES PRIOR TO ORDERING MATERIALS.
8. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL MATERIALS, AS REQUIRED BY CODE, ARE TESTED BY INDEPENDENT LABORATORIES AND THAT RESULTS ARE FURNISHED TO LOCAL BUILDING AUTHORITIES, OWNER AND THE PROJECT CONSULTANTS IF REQUESTED.
9. ANY CHANGES TO THE DESIGN, AFTER ISSUANCE OF A BUILDING PERMIT, SHALL BE SUBMITTED TO THE PRESIDING BUILDING AGENCY FOR APPROVAL BY THE GENERAL CONTRACTOR.
10. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION, DEMOLITION MEANS AND METHODS ON THE PROJECT. THE OWNER AND HIS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR HOW THE WORK IS PERFORMED, SAFETY OR NEGLIGENT ACTS OR OMISSIONS BY THE GENERAL CONTRACTOR OR THE SUBCONTRACTORS ON THE JOB.
11. EQUIPMENT ARE INCLUDED FOR REFERENCE ONLY. ACTUAL SHOP DRAWINGS FOR THIS SPECIFIC PROJECT MAY VARY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL WORK WITH THE REQUIREMENTS OF THE SUPPLIERS FOR THE MATERIALS REPRESENTED BY SHOP DRAWINGS.
12. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH AND MAINTAIN THE WORK AREA IN A NEAT, ORDERLY MANNER, AND LEAVE THE PREMISES IN A BROOM-CLEAN CONDITION AT THE END OF EACH DAY. THE CONTRACTOR SHALL FURNISH TRASH BINS AND SHALL BE RESPONSIBLE FOR THE PROPER TRANSPORTATION AND DISPOSAL OF ALL WASTE MATERIAL.
13. ANY INTERRUPTIONS AND/OR SHUTDOWN OF THE EXISTING SERVICES SHALL BE MADE ONLY WITH THE APPROVAL OF AND AT TIMES DESIGNATED BY THE OWNER.
14. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL DEMONSTRATE, TO THE OWNERS SATISFACTION, THE OPERATION OF THE INSTALLED EQUIPMENT AND SYSTEMS TO THE INTENT OF THE DESIGN.
15. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. DURING THIS PERIOD, ANY DEFECT FOUND IN MATERIAL OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO OWNER'S SATISFACTION, AT THE CONTRACTORS EXPENSE.

SAMES,Inc.
200 S. 10th St., Suite 1500
McALLEN, TEXAS 78501
TEL: (956) 702-8880
FAX: (956) 702-8883

TEXAS REGISTERED
ENGINEERING FIRM No. F-10602
SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE & BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
1
2
3

DEAN PORTER PARK

COVER SHEET

CS-1

1 Dean Porter Park - New Improvements Master Plan
SCALE : 1/32" = 1'-0"

N

SAMES,Inc.
200 S. 10th St., Suite 1500
McALLEN, TEXAS 78501
TEL: (956) 702-8880
FAX: (956) 702-8883

TEXAS REGISTERED
ENGINEERING FIRM No. F-10662
SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

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STATE OF TEXAS
SAUL D. MALDONADO
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LICENSED PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
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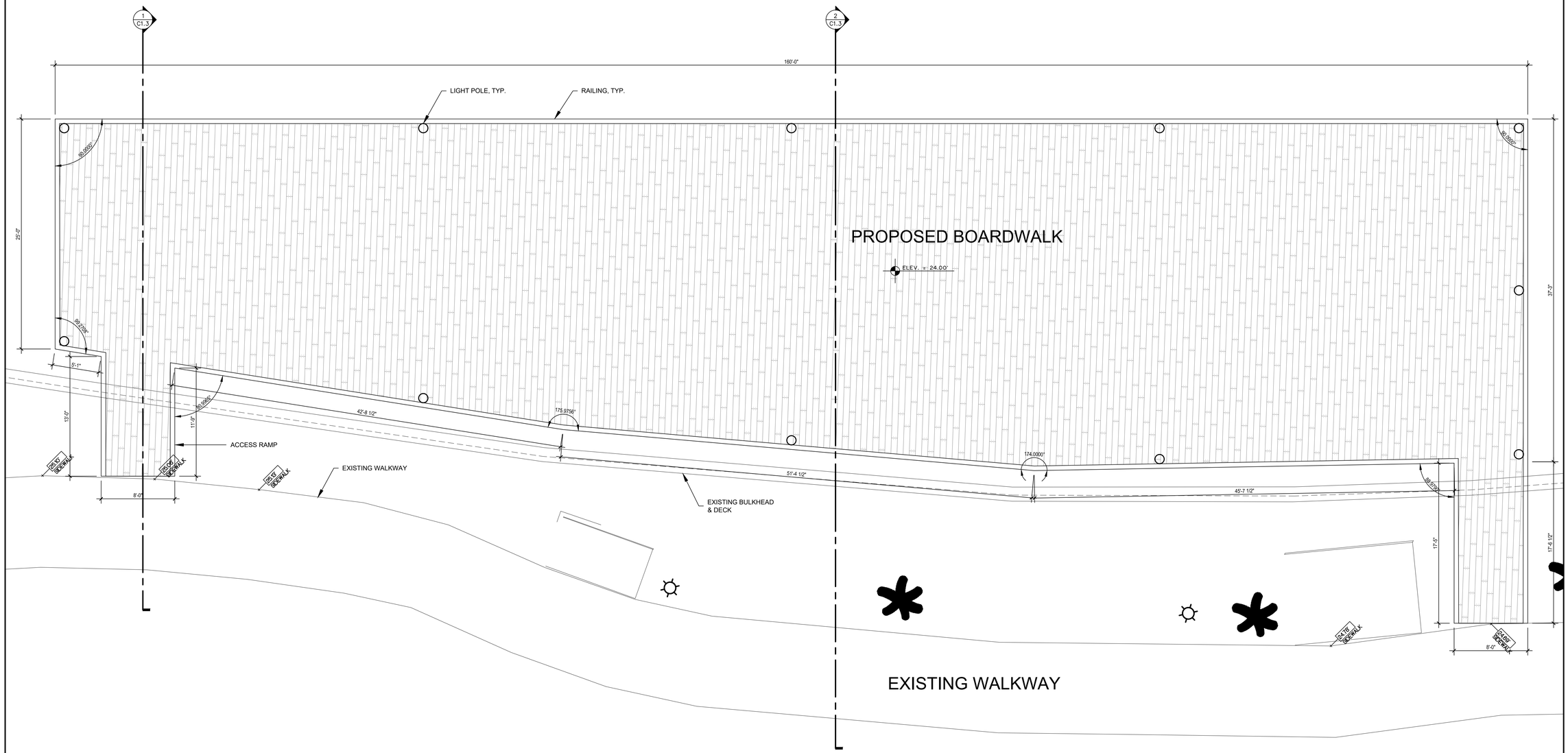
DEAN PORTER PARK

BOARDWALK & BULKHEAD REPAIRS

NEW IMPROVEMENTS MASTER PLAN

C1.1



1 Dean Porter Park - Proposed Boardwalk Plan
SCALE : 3/16" = 1' - 0"

N

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McALLEN, TEXAS 78501
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SURVEYING FIRM No. 101416-00

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DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
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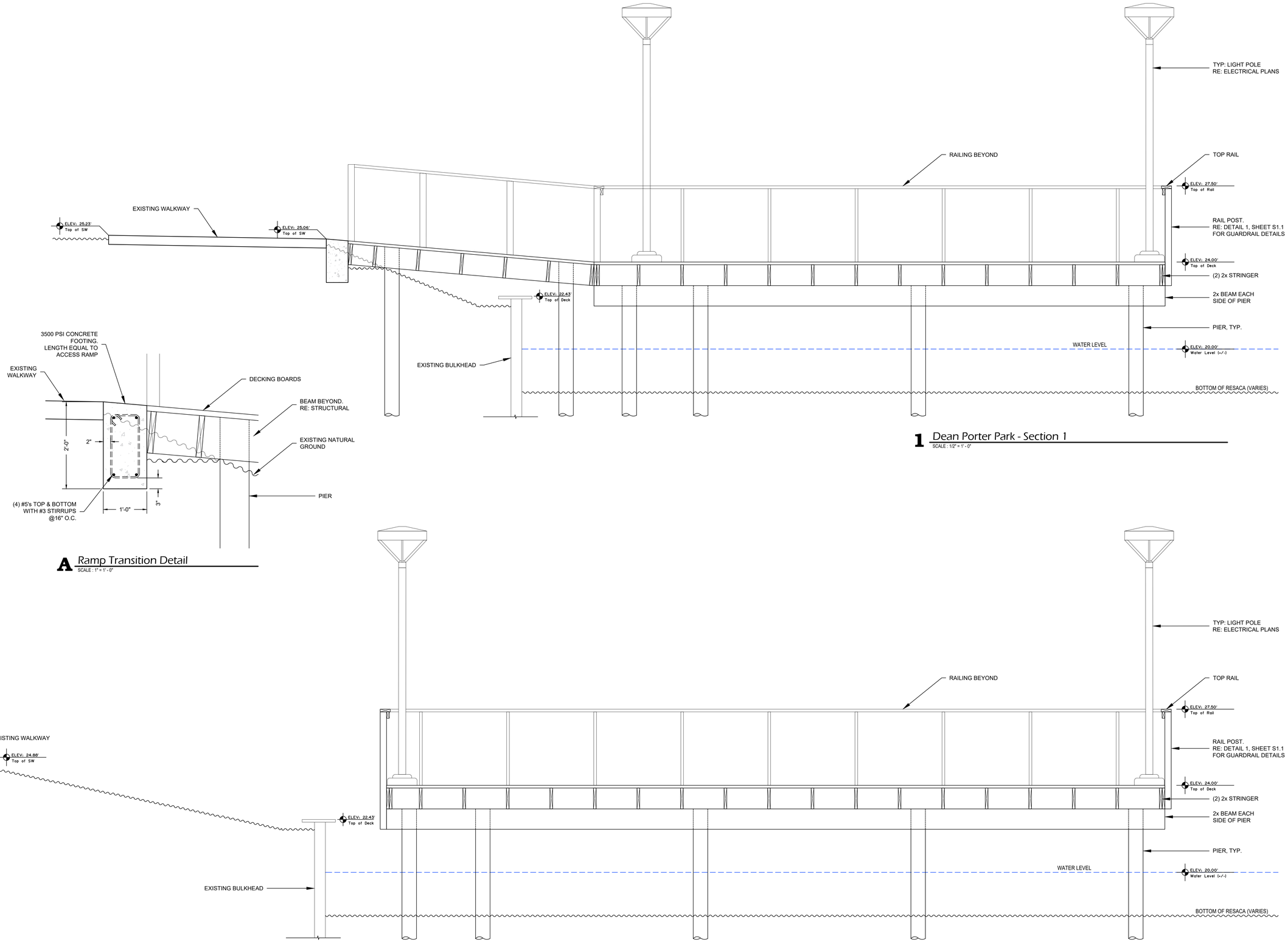
DEAN PORTER PARK

BOARDWALK & BULKHEAD REPAIRS

BOARDWALK PLAN

C1.2



1 Dean Porter Park - Section 1
SCALE : 1/2" = 1' - 0"

A Ramp Transition Detail
SCALE : 1" = 1' - 0"

2 Dean Porter Park - Section 2
SCALE : 1/2" = 1' - 0"

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DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
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STATE OF TEXAS
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100320
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PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
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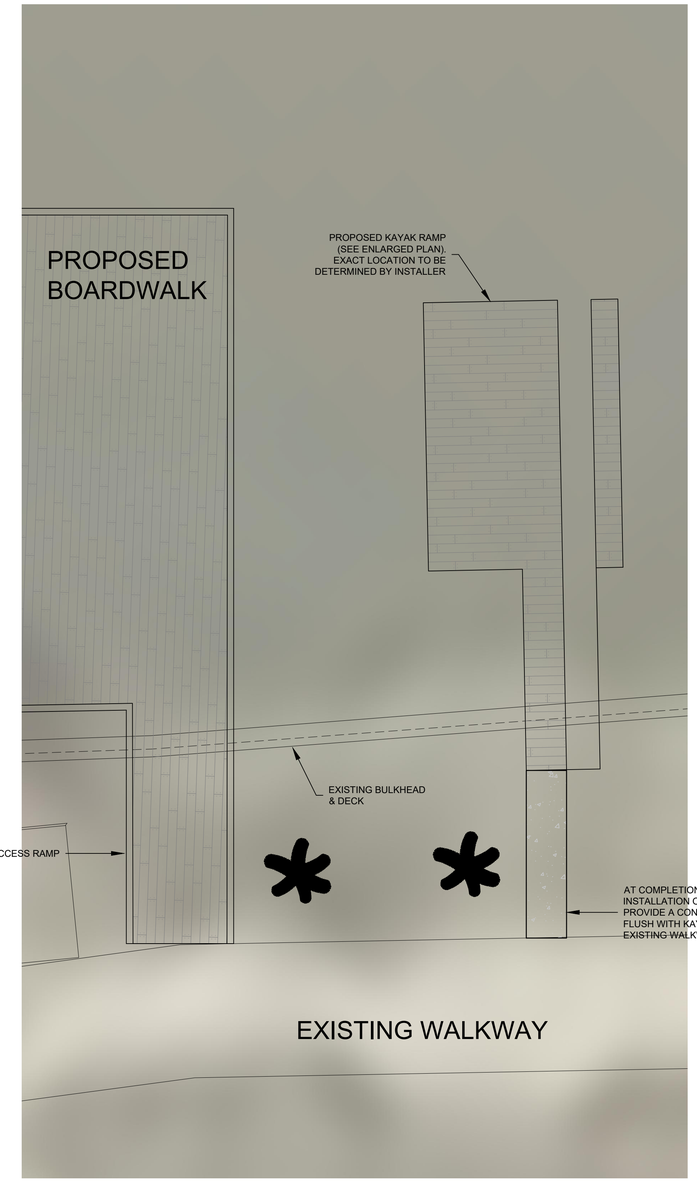
DEAN PORTER PARK

BOARDWALK & BULKHEAD REPAIRS

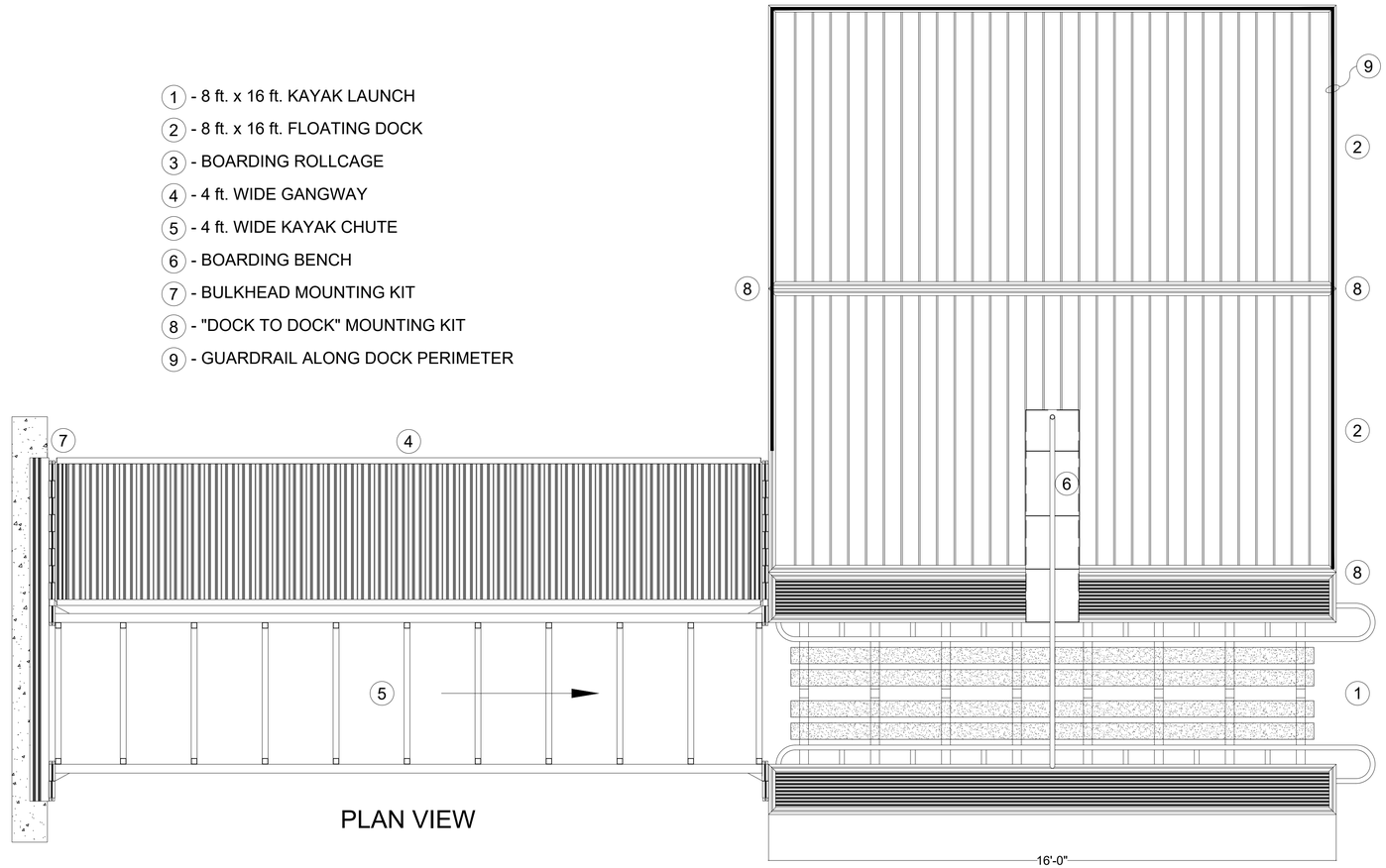
SECTIONS

C1.3

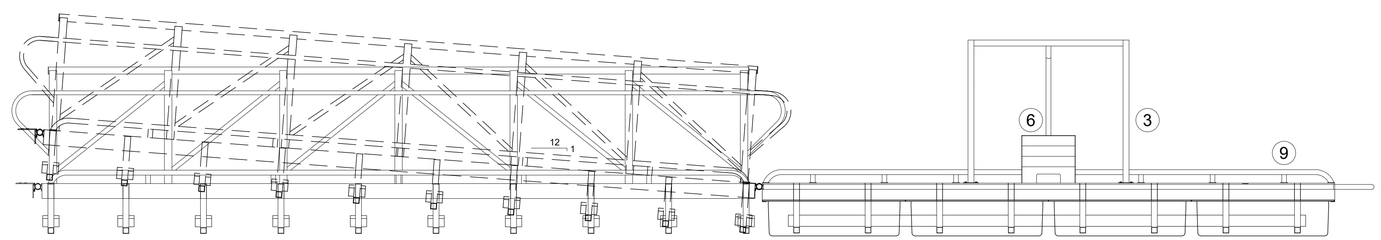


1 Dean Porter Park - Kayak Plan
SCALE : 3/16" = 1' - 0"

1 - 8 ft. x 16 ft. KAYAK LAUNCH
2 - 8 ft. x 16 ft. FLOATING DOCK
3 - BOARDING ROLLCAGE
4 - 4 ft. WIDE GANGWAY
5 - 4 ft. WIDE KAYAK CHUTE
6 - BOARDING BENCH
7 - BULKHEAD MOUNTING KIT
8 - "DOCK TO DOCK" MOUNTING KIT
9 - GUARDRAIL ALONG DOCK PERIMETER



PLAN VIEW



SIDE VIEW

Basis of Design:
ALUMINUM KAYAK RAMP EQUAL TO "BoardSafe"
(www.boardsafedocks.com), MODEL CR-16SAKL88-GC

2 Dean Porter Park - Enlarged Kayak Plan
SCALE : 1/2" = 1' - 0"

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REPAIRS & RENOVATIONS TO
DEAN PORTER PARK and
BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
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STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
1
2
3

DEAN PORTER PARK

BOARDWALK & BULKHEAD REPAIRS

KAYAK PLAN

C1.4

GENERAL STRUCTURAL NOTES

A. DESIGN CRITERIA -

1. "BUILDING CODE" - INTERNATIONAL BUILDING CODE 2018 (IBC 2018).

2. LIVE LOADS DETERMINED IN ACCORDANCE WITH THE "BUILDING CODE" AND SUPPLEMENTED BY ASCE 7-16, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES"

LOCATION	UNIFORM LIVE LOAD	CONCENTRATED LIVE LOAD
BOARDWALK	100 PSF	300 LB

3. SNOW LOADS ARE NOT REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE "BUILDING CODE," ASCE 7-16.

4. WIND LOADS DETERMINED IN ACCORDANCE WITH THE "BUILDING CODE", AND ASCE 7-16.

WIND LOAD PARAMETERS -

BASIC WIND SPEED . . . . . V = 145 MPH (FIGURE 1609.3(1) RISK CATEGORY II)

WIND EXPOSURE CATEGORY . . . D (ASCE 7, SECTION 26.7.3)

INTERNAL PRESSURE COEFF. . . GCpi= +/-0.00 (ASCE 7, TABLE. 26.11-1, OPEN BLDG.)

5. SEISMIC LOADS DETERMINED IN ACCORDANCE WITH THE "BUILDING CODE" AND ASCE 7-16.

DESCRIPTION OF THE NON-BUILDING STRUCTURAL SYSTEM: ALL LATERAL LOAD RESISTANCE AND STABILITY OF THE COMPLETED STRUCTURE IS PROVIDED BY BENDING RESISTANCE OF THE STRUCTURAL WOOD FRAMING IN EACH ORTHOGONAL DIRECTION. THE STRUCTURAL WOOD FRAMING DISTRIBUTES THE LATERAL WIND AND SEISMIC LOADS TO THE EXISTING TIMBER PILE FOUNDATIONS.

SEISMIC DESIGN PARAMETERS -

SEISMIC DESIGN CATEGORY . . . . . A*

TOTAL SEISMIC DESIGN BASE SHEAR . . . . . V = N.A. (ASCE 7, SECTION 1.4.3)

EFFECTIVE SEISMIC WEIGHT. . . . . Wx (ASCE 7, SECTION 1.4.3)

RESPONSE MODIFICATION COEFFICIENT . . . R = N.A. (ASCE 7, SECTION 11.7)
OVERSTRENGTH FACTOR . . . . . ΩO = N.A. (ASCE 7, SECTION 11.7)
DEFLECTION AMPLIFICATION FACTOR . . . . . Cd = N.A. (ASCE 7, SECTION 11.7)

ANALYSIS PROCEDURE USED . . . . . EQUIVALENT LATERAL FORCE

* THE BASIC SEISMIC FORCE-RESISTING SYSTEM HAS BEEN DESIGNED TO MEET THE REQUIREMENTS FOR GENERAL STRUCTURAL INTEGRITY IN ACCORDANCE WITH ASCE 7-16 SECTION 1.4. AND 11.7.

NO ALLOWANCE HAS BEEN MADE FOR FUTURE EXTENSIONS OR ADDITIONS.

6. BASIC LOAD COMBINATIONS USED IN ACCORDANCE WITH THE "BUILDING CODE", ASCE 7-16.

B. STRUCTURAL WOOD -

1. ALL LUMBER HAS BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE "BUILDING CODE," AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) AND THE AMERICAN FOREST & PAPER ASSOCIATIONS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION (AF&PA NDS 2018).

2. ALL LUMBER SHALL BE PRESSURE TREATED #1 SOUTHERN PINE OR EQUIVALENT WITH THE FOLLOWING COMBINATIONS OF ALLOWABLE UNIT STRESSES AS A MINIMUM UNLESS NOTED OTHERWISE ON THE DRAWINGS.

EXTREME FIBER STRESS IN BENDING, Fb	1,850 PSI
COMPRESSION PARALLEL TO GRAIN, Fc	1,850 PSI
MODULUS OF ELASTICITY, E	1,700,000 PSI
SHEAR STRESS, Fv	175 PSI

3. ALL STRESS GRADE LUMBER SHALL BE CLEARLY STAMPED WITH THE LUMBER INSPECTION ASSOCIATION SEAL SHOWING THE STRESS GRADE. ALL FABRICATION, ERECTION AND OTHER PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE NATIONAL DESIGN SPECIFICATION.

4. WHERE MULTIPLE MEMBERS ARE INDICATED ON THE DRAWINGS, MECHANICALLY FASTEN THE MEMBERS TO EACH OTHER IN ORDER FOR THE MEMBERS TO SHARE THE SUPERIMPOSED LOADS.

5. ALL BEAM TYPE MEMBERS INDICATED ON THE DRAWINGS, INCLUDING MULTIPLE MEMBER BEAMS, ARE TO BE CONTINUOUS BETWEEN SUPPORTS. SPLICES ARE ONLY PERMITTED AT SUPPORTS ONLY. BEAM SPLICES ARE NOT PERMITTED AT SUPPORTS WITH CANTILEVER ENDS.

6. ALL WOOD PRODUCTS SHALL BE PRESSURE TREATED AND LABELED WITH AMERICAN WOOD PROTECTION ASSOCIATION'S (AWPA) USE CATEGORY UC4B WITH CHROMATED COPPER ARSENATE (CCA) PER THE PROJECT SPECIFICATIONS. MINIMUM NET PRESERVATIVE RETENTION SHALL BE 0.6 PCF. ALL WOOD PRODUCTS IN DIRECT CONTACT WITH THE GROUND OR LOCATED IN THE TIDAL RANGE SHALL BE PRESSURE TREATED AND LABELED WITH AWPA USE CATEGORY UC5C WITH CCA PER THE PROJECT SPECIFICATIONS. MINIMUM NET PRESERVATIVE RETENTION SHALL BE 2.5 PCF.

7. WOOD CONNECTIONS SHALL MEET THE FOLLOWING REQUIREMENTS -

A. CONNECTIONS HAVE BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH AF&PA NDS 2018.

B. WOOD SCREWS SHALL BE #10 STAINLESS STEEL (TYPE 316) SCREWS IN ACCORDANCE WITH ASTM F593 UNLESS NOTED OTHERWISE.

C. LAG SCREWS SHALL BE 1/2 INCH DIAMETER STAINLESS STEEL (TYPE 316) SCREWS IN ACCORDANCE WITH ASTM F593 UNLESS NOTED OTHERWISE.

D. CONNECTION BOLTS SHALL BE 1 INCH DIAMETER STAINLESS STEEL (TYPE 316) BEARING BOLTS WITH STAINLESS STEEL WASHERS IN ACCORDANCE WITH ASTM F593 AND STAINLESS STEEL (TYPE 316) NUTS IN ACCORDANCE WITH ASTM F594 UNLESS NOTED OTHERWISE.

E. MINIMUM CONNECTION OF WOOD MEMBERS SHALL BE IN ACCORDANCE WITH THE IBC 2018 FASTENING SCHEDULE TABLE 2304.9.1 UNLESS NOTED OTHERWISE. EQUIVALENT STAINLESS STEEL (TYPE 316) WOOD SCREWS SHALL BE USED IN LIEU OF NAILS.

F. STAINLESS STEEL PLATED CONNECTION ASSEMBLIES SHALL NOT BE PERMITTED.

8. ALL DRILLED HOLES, CUT ENDS AND NOTCHES SHALL BE TREATED WITH A 2% SOLUTION OF COPPER NAPHTHENATE IN ACCORDANCE WITH AWPA STANDARD M4, "STANDARD FOR THE CARE OF PRESERVATIVE-TREATED WOOD PRODUCTS."

9. REPAIR SURFACE ABRASIONS TO SOUND CONDITION AND COAT WITH COPPER NAPHTHENATE FOLLOWED BY A REPLACEMENT COATING OF CREOSOTE ON ALL POSTS AND PILES WHERE THE PROTECTIVE PRESERVATIVE COATING IS WORN, DAMAGED OR REMOVED BY CONSTRUCTION AND AT WEATHERED LOCATIONS IN ACCORDANCE WITH AWPA STANDARD U1. WHERE DAMAGED AREAS CANNOT BE ADEQUATELY SEALED USING THE METHOD DESCRIBED ABOVE, CONTRACTOR SHALL REPAIR THE PILES WITH AN UNDERWATER TYPE CURING EPOXY AND FIBER-REINFORCED WRAP SYSTEM.

10. ALL NOTCHES, HOLES AND MODIFICATIONS REQUIRED IN THE STRUCTURAL WOOD FRAMING FOR INSTALLATION OR THE WORK OF OTHER TRADES SHALL BE SHOWN ON THE STRUCTURAL WOOD SHOP DRAWINGS AND REQUIRE WRITTEN APPROVAL BY THE STRUCTURAL ENGINEER OF RECORD. CORE DRILLING THE STRUCTURAL WOOD FRAMING SHALL NOT BE PERMITTED.

B. MISCELLANEOUS -

1. SHOP DRAWINGS SHALL BE ORIGINAL DRAWINGS, PREPARED BY CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR DISTRIBUTOR. REPRODUCTION OF CONTRACT DOCUMENTS AS ERECTION PLANS OR DETAILS WILL NOT BE PERMITTED AND WILL BE REJECTED WITHOUT REVIEW.

2. THE CONTRACTOR SHALL DESIGN AND PROVIDE ALL ITEMS FOR ATTACHING CIVIL AND ELECTRICAL EQUIPMENT AND ELEMENTS TO THE PIER STRUCTURE TO RESIST ALL LOADS INCLUDING WIND AND SEISMIC LOADS. ATTACHMENT SHALL BE MADE SO AS NOT TO OVERSTRESS THE STRUCTURAL MEMBERS. THE CONTRACTOR SHALL COORDINATE THE ATTACHMENTS AND LOCATIONS OF THE EQUIPMENT AND ELEMENTS AND INCORPORATE THEIR REQUIREMENTS INTO THE STRUCTURAL SHOP DRAWINGS. REFER TO THE CIVIL AND ELECTRICAL DESIGN DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

3. THE CONTRACTOR SHALL INCLUDE AND PROVIDE THE FOLLOWING SERVICES -

A. VERIFICATION OF ALL DIMENSIONS, ELEVATIONS, OPENING SIZES, AND EQUIPMENT WEIGHTS PRIOR TO STARTING WORK AND INCORPORATE THIS INFORMATION INTO THE PROJECT STRUCTURAL SHOP AND ERECTION DRAWINGS.

B. VERIFICATION OF ALL DIMENSIONS, MEMBER SIZES AND CONDITIONS RELATING TO ANY EXISTING STRUCTURAL OR SITE ELEMENTS.

C. COORDINATE WITH THE ENGINEER TO REMOVE ALL ABANDONED FOUNDATIONS, UTILITIES, PIPELINES, ETC. THAT MAY INTERFERE WITH THE CONSTRUCTION.

D. REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTAL NOTING CHANGES MADE WHICH DO NOT COMPLY WITH DESIGN DRAWINGS. PRIOR WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER OF RECORD SHALL BE REQUIRED FOR ALL DEVIATIONS FROM THE DESIGN DOCUMENTS MADE BY THE CONTRACTOR.

E. PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED FOR STABILITY DURING CONSTRUCTION.

F. COMPLY WITH ALL OSHA MATERIAL SAFETY DATA SHEET (MSDS) REQUIREMENTS.

4. PLANS, SECTIONS, AND DETAILS SHALL NOT BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.

5. SEE CIVIL AND ELECTRICAL DESIGN DOCUMENTS FOR SIZE AND LOCATION OF ALL ELEMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS. BEFORE FABRICATION OF MATERIALS, COORDINATE WITH CIVIL AND ELECTRICAL DESIGN DOCUMENTS AND SPECIFICATIONS AND PROVIDE ALL MISCELLANEOUS AND STRUCTURAL ITEMS INDICATED OR REQUIRED TO COMPLETE THE WORK.

6. CONSTRUCTION DOCUMENTS CONSIST OF THESE DRAWINGS AND A SEPARATE BOOK OF SPECIFICATIONS. THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY AND NEITHER IS MEANT TO STAND ALONE FOR ANY PORTION OF THE WORK DESCRIBED HEREIN. ANY CONFLICT BETWEEN DRAWINGS AND SPECIFICATIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

7. THE DESIGN DOCUMENTS REFLECT THE FINAL COMPLETED STATE OF STRUCTURAL SYSTEMS AND ELEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION RELATED ENGINEERING TO INCLUDE BUT NOT BE LIMITED TO CONSTRUCTION MEANS AND METHODS, TEMPORARY SUPPORTS AND BRACING, TEMPORARY USE OF STRUCTURES, PARTIALLY CONSTRUCTED STRUCTURES AND INCOMPLETE STRUCTURES. ALL CONSTRUCTION AND RELATED ENGINEERING SHALL BE IN ACCORDANCE WITH ASCE 37-02; "DESIGN LOADS ON STRUCTURES DURING CONSTRUCTION".

8. PERIODIC AND SPECIAL STRUCTURAL TESTING AND INSPECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE MORE STRINGENT REQUIREMENTS OF THE PROJECT DRAWINGS, SPECIFICATIONS, THE "BUILDING CODE" AND AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR IS RESPONSIBLE FOR HIRING AN APPROVED INDEPENDENT THIRD PARTY AGENCY TO PROVIDE TESTING AND INSPECTION INDICATED IN THE PROJECT DOCUMENTS.

THE SERVICES OF A SPECIAL INSPECTOR OF RECORD (SIOR) SHALL BE RETAINED BY THE CONTRACTOR AS A THIRD PARTY QUALITY ASSURANCE AGENT. THE SIOR SHALL BE A LICENSED PROFESSIONAL ENGINEER IN A STATE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION. THE SIOR SHALL SUBMIT QUALIFICATIONS TO THE AUTHORITY HAVING JURISDICTION.

9. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES TO NOT INTERFERE WITH OWNER AND USER OPERATIONS.

STATEMENT OF SPECIAL INSPECTIONS

STATEMENT OF SPECIAL INSPECTIONS -

1. THE "STATEMENT OF SPECIAL INSPECTIONS" HAS BEEN PREPARED IN ACCORDANCE WITH THE SPECIAL INSPECTION AND STRUCTURAL TESTING REQUIREMENTS OF THE IBC 2018.

2. THIS "STATEMENT OF SPECIAL INSPECTIONS" ENCOMPASSES THE FOLLOWING DISCIPLINE: STRUCTURAL

3. THE CONTRACTOR SHALL RETAIN APPROVED THIRD-PARTY QUALITY ASSURANCE AGENCIES TO CONDUCT THE SPECIAL INSPECTIONS REQUIRED BY THE IBC 2018 FOR THE TYPE OF WORK INDICATED.

4. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON(S) WHO SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE ENGINEER FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

5. SPECIAL INSPECTIONS PERFORMED SHALL BE IN COORDINATION WITH IBC 2018.

6. THE SPECIAL INSPECTOR SHALL SUBMIT SPECIAL INSPECTION REPORTS TO THE STRUCTURAL ENGINEER OF RECORD DURING CONSTRUCTION FOR VERIFICATION, INCLUDING FINAL REPORTS IN ACCORDANCE WITH IBC 2018.

7. SPECIAL INSPECTIONS FOR WIND RESISTANCE SHALL BE IN ACCORDANCE WITH IBC 2018.

8. THE SPECIAL INSPECTOR SHALL USE THE LATEST ISSUE OF THE STRUCTURAL DRAWINGS AND SPECIFICATIONS FOR THE INSPECTION OF THIS STRUCTURE. SHOP FABRICATION DRAWINGS SHALL NOT BE USED FOR INSPECTION PURPOSES.

9. THESE INSPECTIONS ARE IN ADDITION TO THE INSPECTIONS SPECIFIED IN SECTION 110 OF THE IBC 2018.

10. IN ACCORDANCE WITH IBC 2018, SECTION 1704.4, EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND FORCE RESISTING SYSTEM (MWFRS) OR A WIND-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTION SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL SHALL CONTAIN ACKNOWLEDGEMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

11. SPECIAL INSPECTION FOR WOOD CONSTRUCTION SHALL BE IN ACCORDANCE WITH IBC 2018, SECTION 1705.5.

12. SPECIAL INSPECTIONS FOR STRUCTURAL WOOD SHALL BE IN ACCORDANCE WITH IBC 2018, SECTION 1705.11.1.

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SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE & BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

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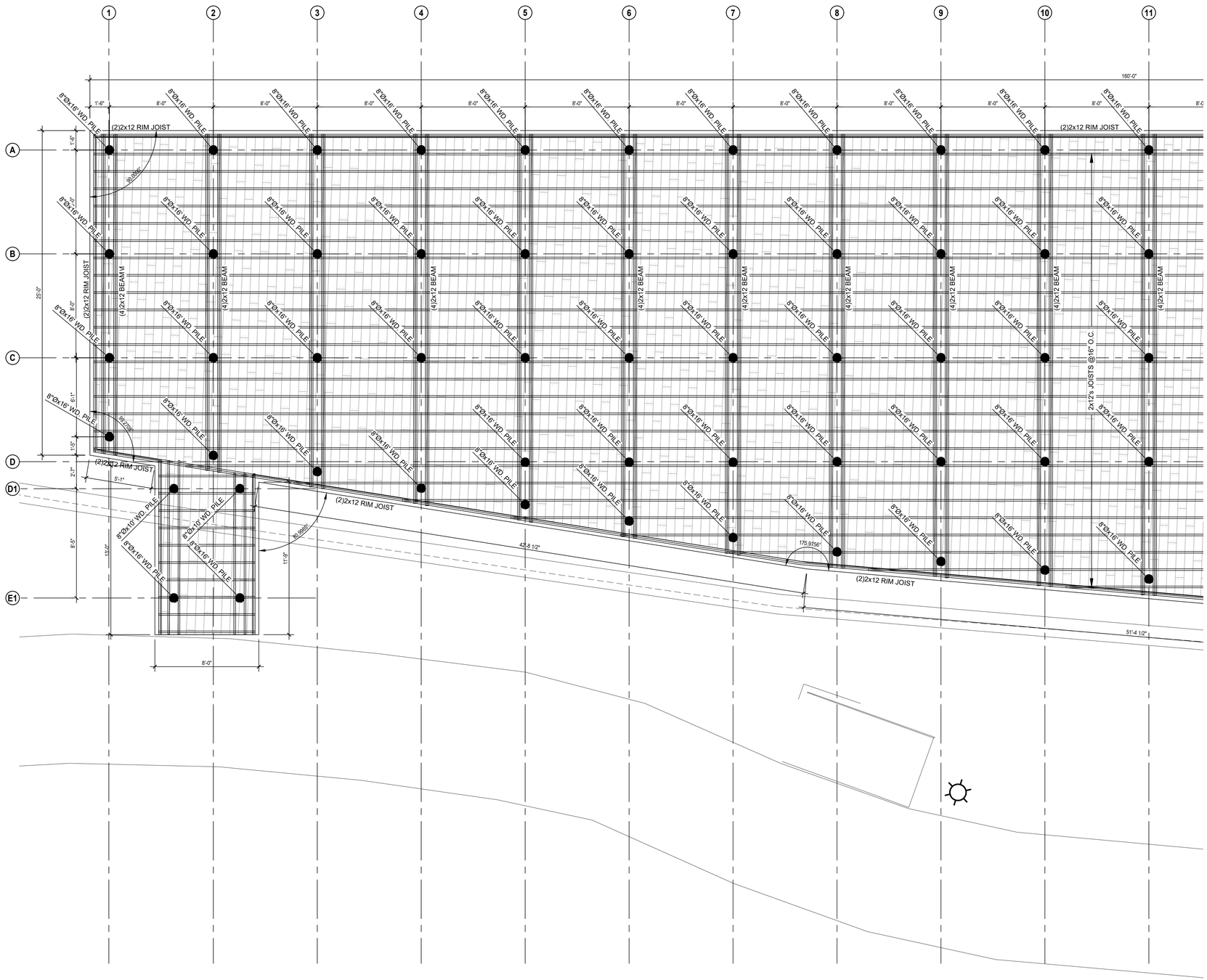
DEAN PORTER PARK
BOARDWALK
GENERAL
STRUCTURAL NOTES

S1.0



1 Dean Porter Park - Proposed Boardwalk Framing Plan
SCALE : 3/16" = 1' - 0"

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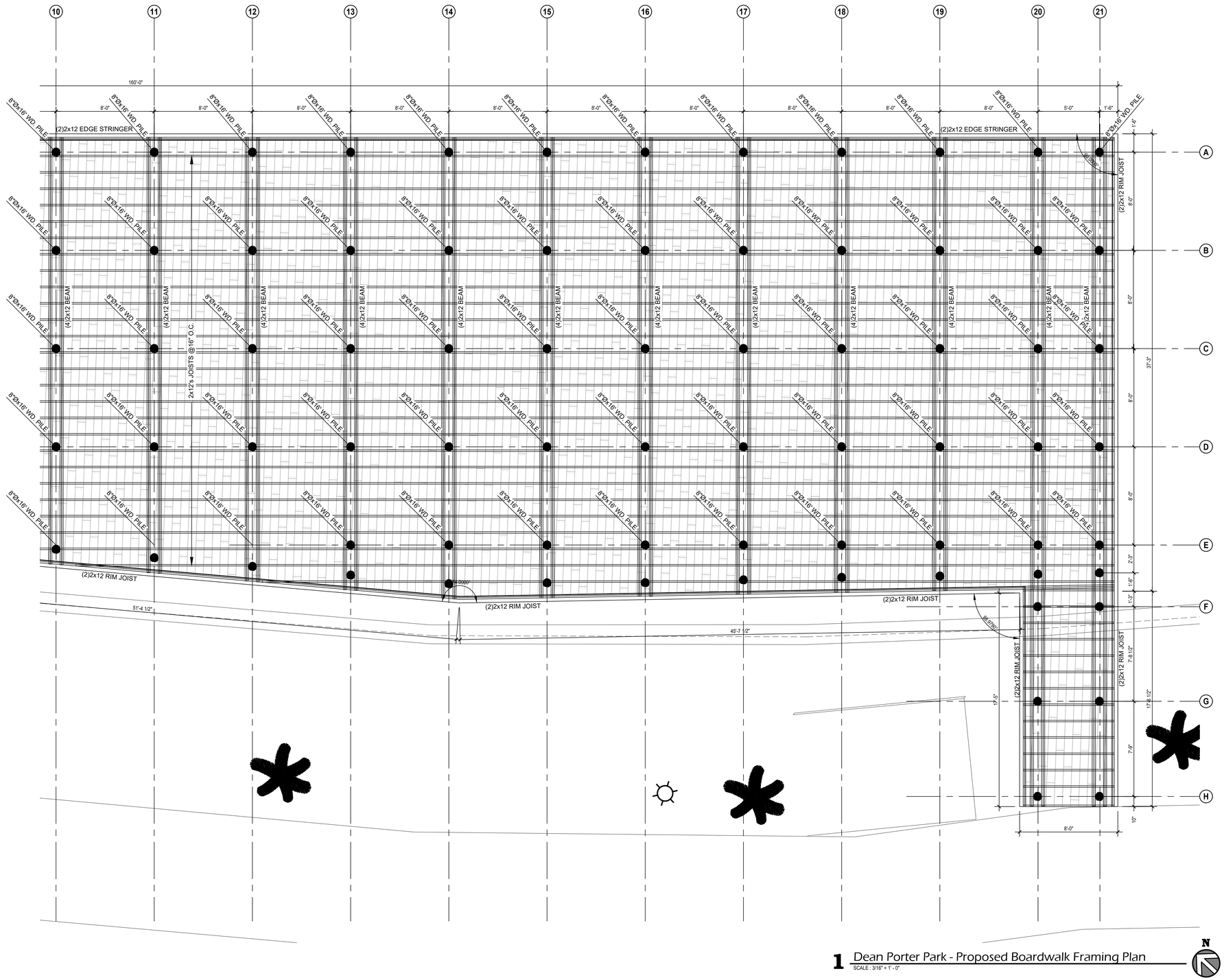
DEAN PORTER PARK
BOARDWALK
FRAMING PLAN

S1.1



1 Dean Porter Park - Proposed Boardwalk Framing Plan
SCALE : 3/16" = 1'-0"

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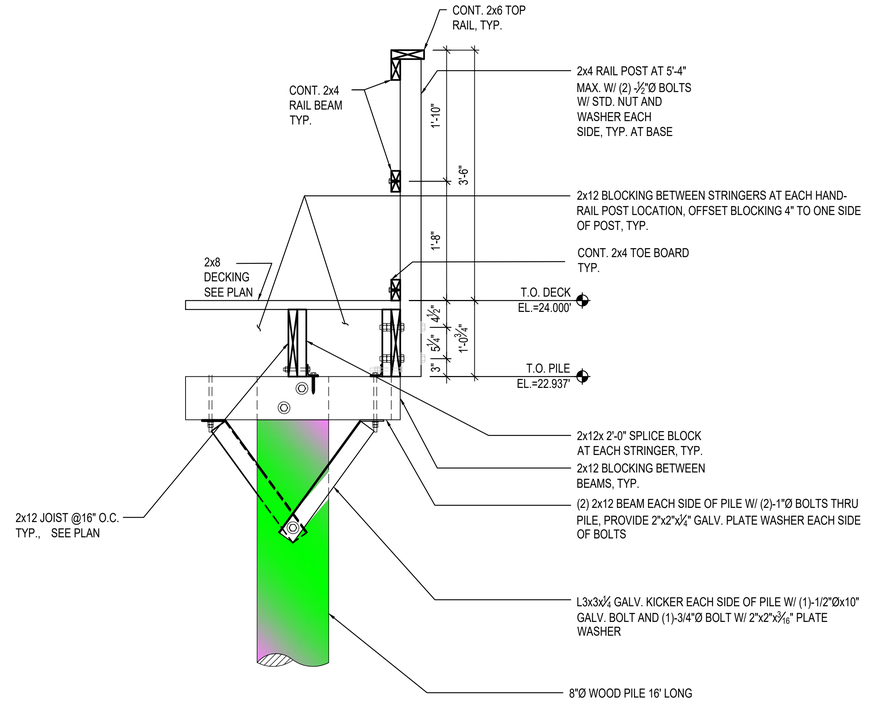
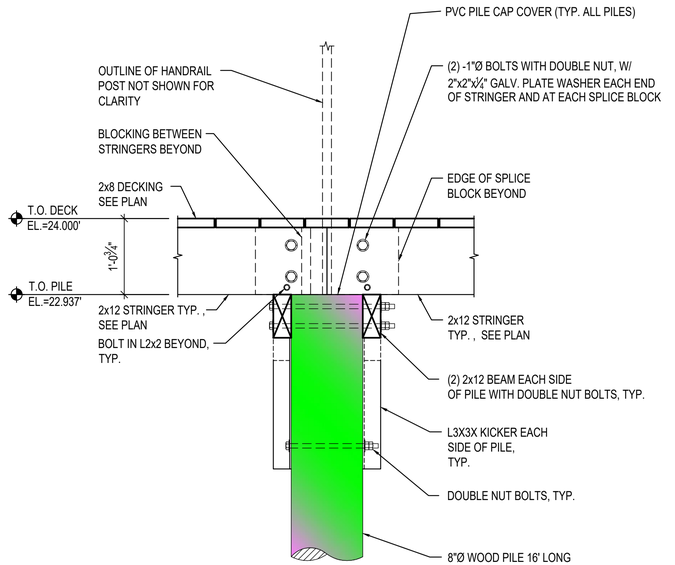
DEAN PORTER PARK
BOARDWALK
FRAMING PLAN

S1.2



1 Section at Edge
SCALE : 1" = 1'-0"



2 Section at Intermediate Pile
SCALE : 1" = 1'-0"

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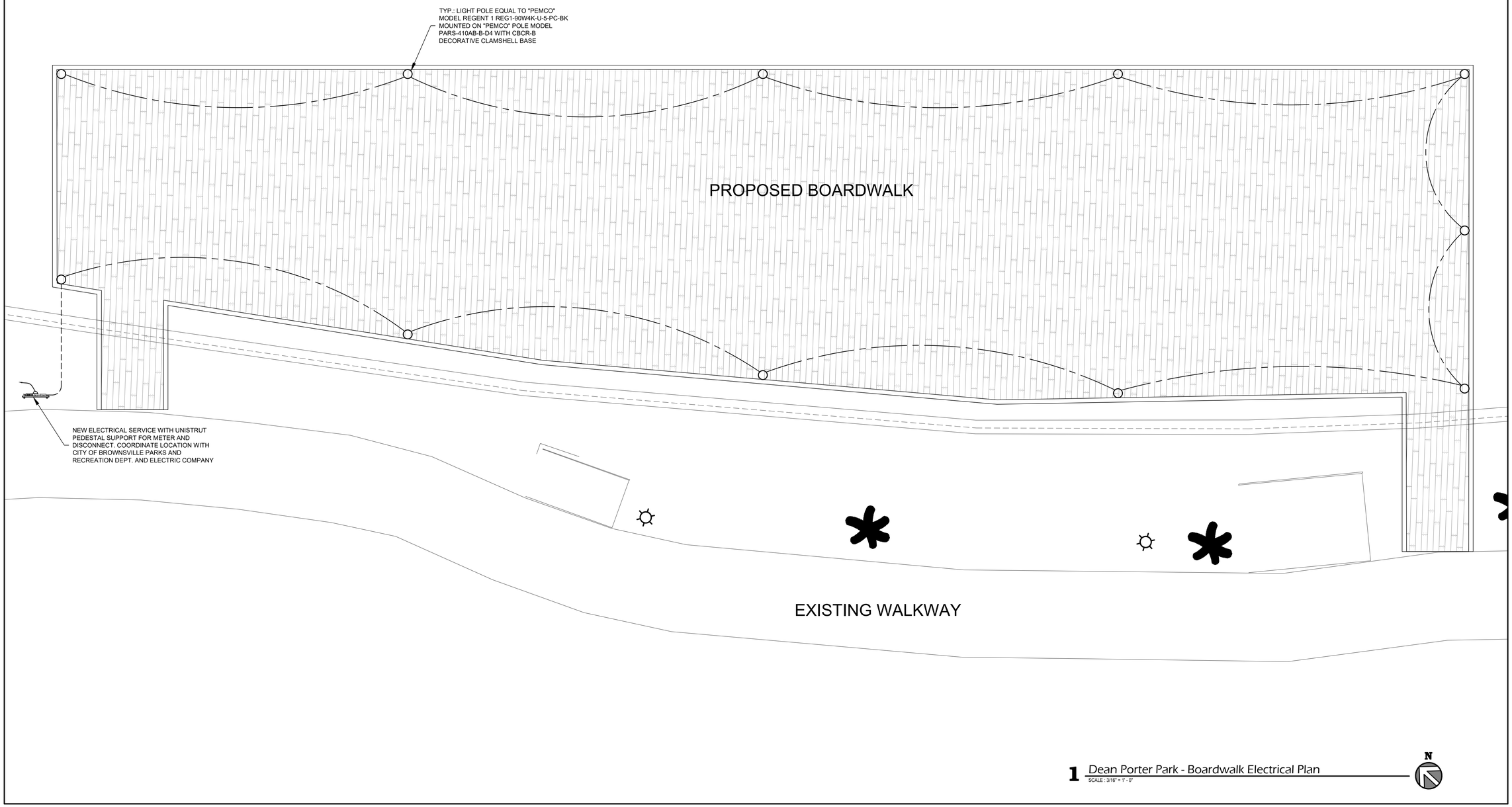
DEAN PORTER PARK BOARDWALK FRAMING DETAILS

S1.3



1 Dean Porter Park - Boardwalk Electrical Plan
SCALE : 3/16" = 1' - 0"

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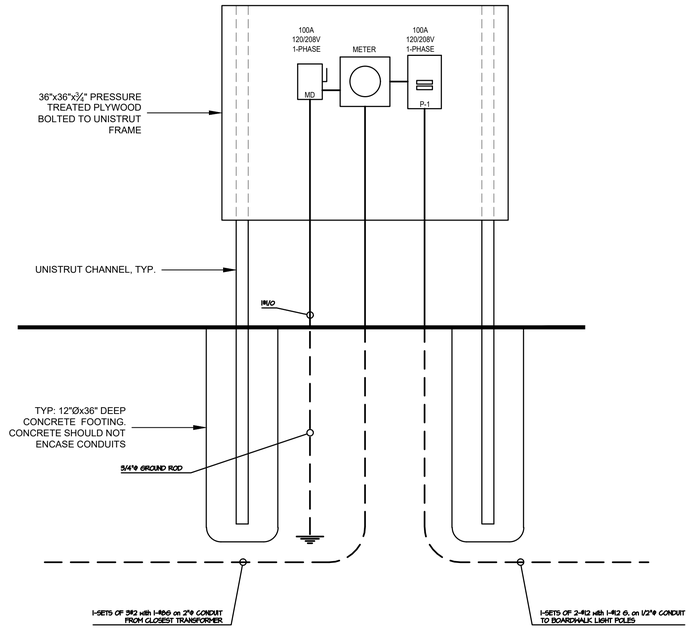
DEAN PORTER PARK

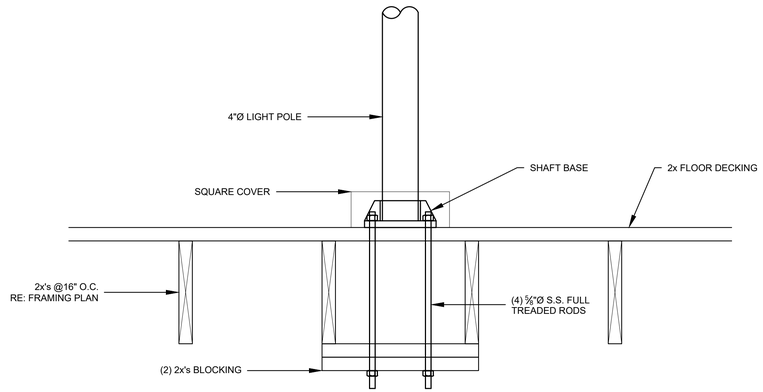
BOARDWALK & BULKHEAD REPAIRS

ELECTRICAL PLAN

E1.1



1 Electrical Riser Diagram
SCALE : N.T.S.



2 Light Pole Mounting Detail
SCALE : 1-1/2" = 1' - 0"

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DEAN PORTER PARK

BOARDWALK & BULKHEAD REPAIRS

ELECTRICAL DETAILS

E1.2

1 Dean Porter Park - Bulkhead Repairs - Master Plan
SCALE : 1" = 40' - 0"

N

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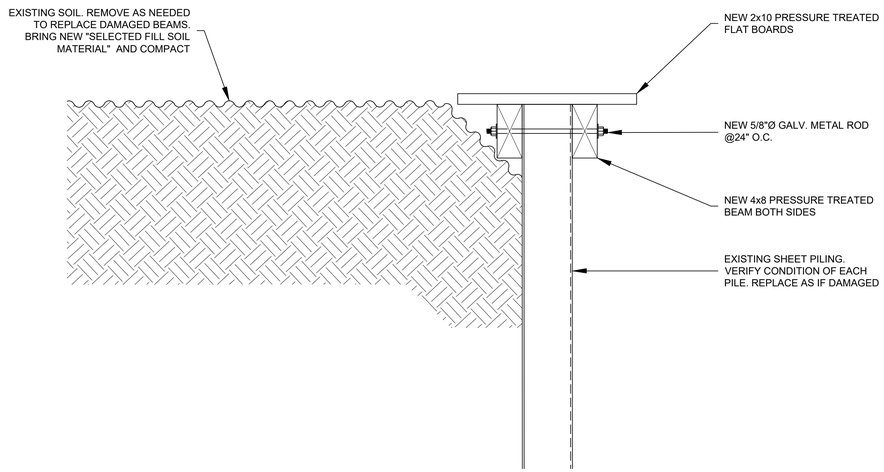
DEAN PORTER PARK

BULKHEAD REPAIRS

MASTER PLAN

C2.1



1 Dean Porter Park - Bulkhead Repair Detail
SCALE : 1" = 40' - 0"

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DEAN PORTER PARK

BULKHEAD REPAIRS

BULKHEAD DETAILS

C2.2

1 Dean Porter Park - Bulkhead Replacement Plan
SCALE : 1" = 40' - 0"

N

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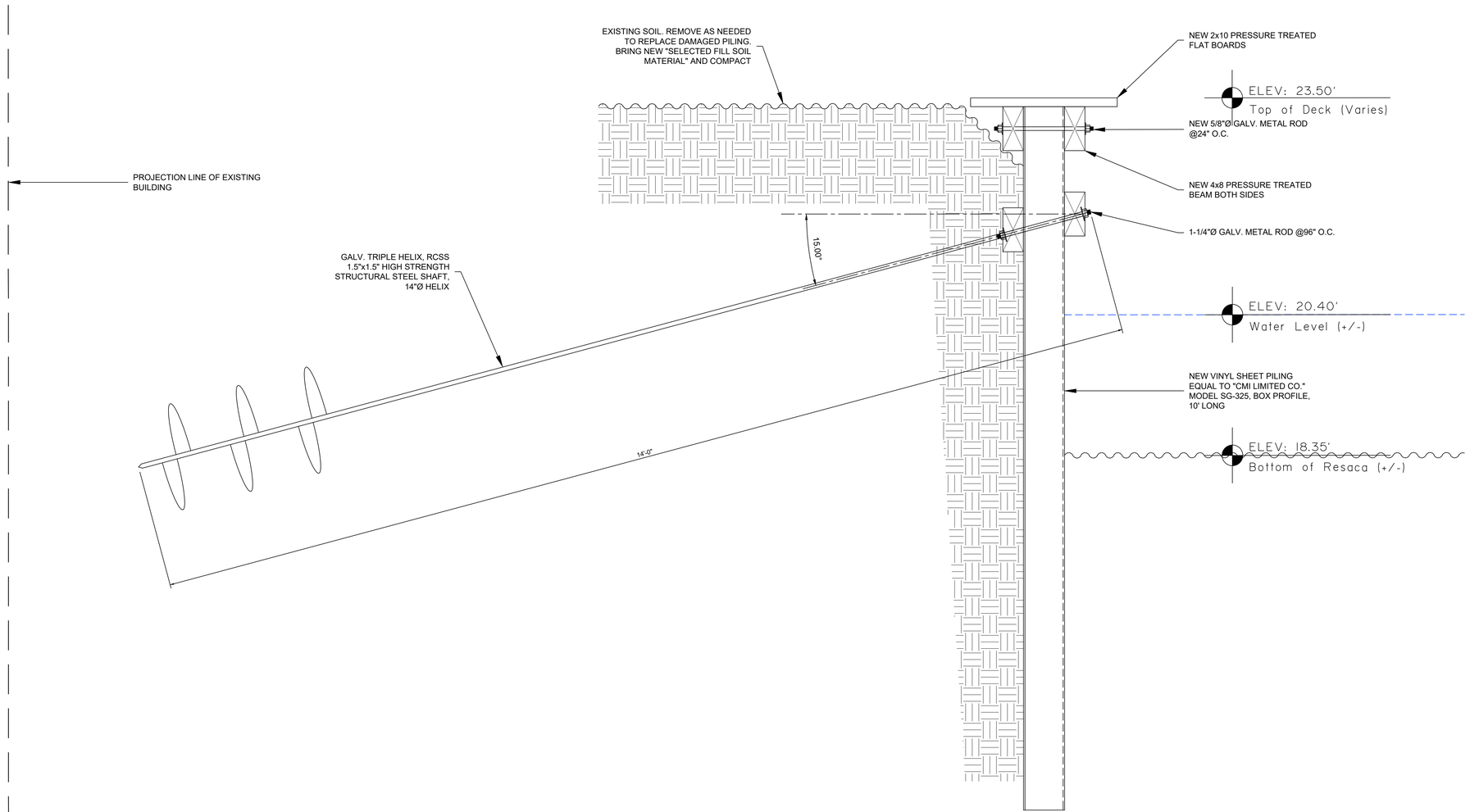
DEAN PORTER PARK

BULKHEAD REPAIRS

BULKHEAD REPLACEMENT PLAN

C2.3



1 Dean Porter Park - Bulkhead Replacement Detail
SCALE : 1" = 40' - 0"

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REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

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NOVEMBER 07, 2022

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DEAN PORTER PARK

BULKHEAD REPAIRS

BULKHEAD REPLACEMENT DETAIL

C2.4

1 Dean Porter Park - Bulkhead Replacement Pictures
SCALE : N.T.S.

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REPAIRS & RENOVATIONS TO
DEAN PORTER PARK and
BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
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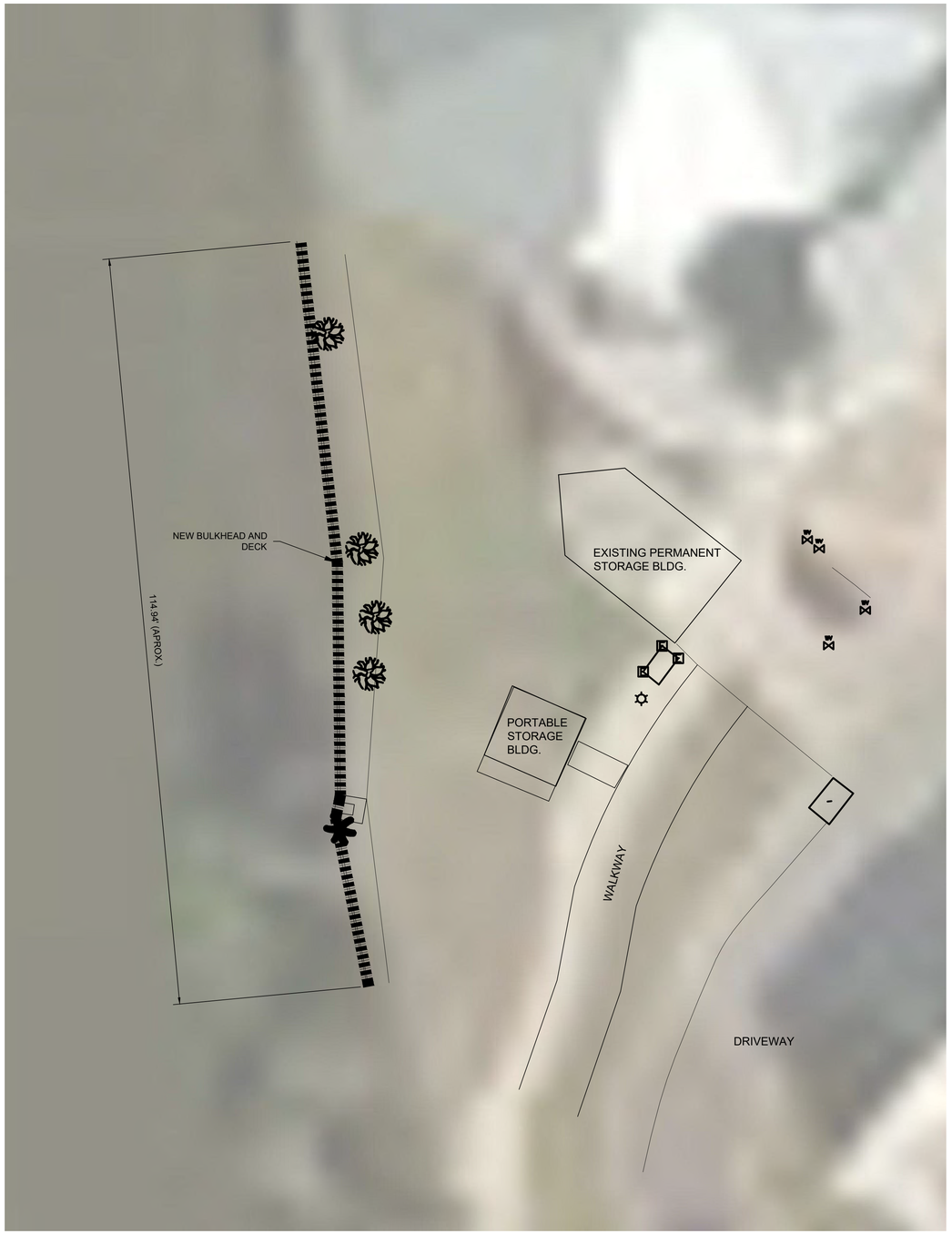
DEAN PORTER PARK

BULKHEAD REPAIRS

BULKHEAD REPLACEMENT PICTURES

C2.5

2 Dean Porter Park - New Bulkhead Pictures
SCALE : N.T.S.



1 Dean Porter Park - New Bulkhead Plan
SCALE : 1" = 10' - 0"

N

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SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO
DEAN PORTER PARK and
BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
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NOVEMBER 07, 2022

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DEAN PORTER PARK

BULKHEAD REPAIRS

NEW BULKHEAD PLAN

C2.6

1 Bownsville Events Center - Demolition Plan
SCALE : 1" = 10' - 0"

N

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REPAIRS & RENOVATIONS TO
DEAN PORTER PARK and
BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
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NOVEMBER 07, 2022

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BROWNSVILLE EVENTS CENTER

PROPOSED KAYAK RAMP

EXISTING/DEMOLITION PLAN

C3.1

1 Bownsville Events Center - Proposed Kayak Ramp
SCALE : 1" = 100' - 0"

N

SAMES,Inc.
200 S. 10th St., Suite 1500
McALLEN, TEXAS 78501
TEL: (956) 702-8880
FAX: (956) 702-8883

TEXAS REGISTERED
ENGINEERING FIRM No. F-10602
SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

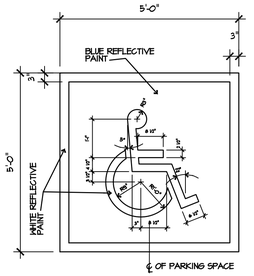
REVISIONS
1
2
3

BROWNSVILLE EVENTS CENTER

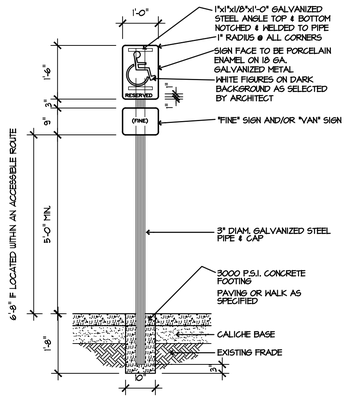
PROPOSED KAYAK RAMP

PROPOSED IMPROVEMENTS PLAN

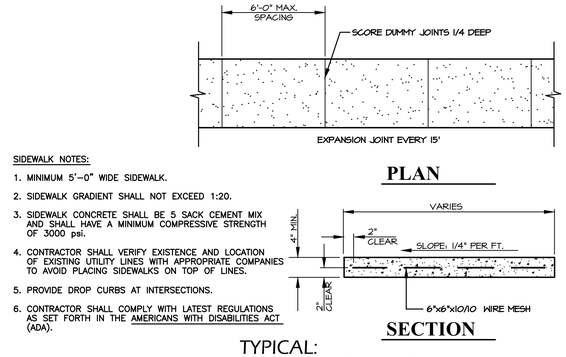
C3.2



A TYP. ACCESSIBLE LOGO DETAIL
SCALE: 1/2" = 1' - 0"



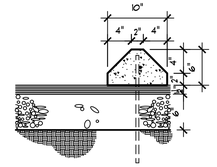
B TYP. ACCESSIBLE SIGNAGE DETAIL
SCALE: 1/2" = 1' - 0"



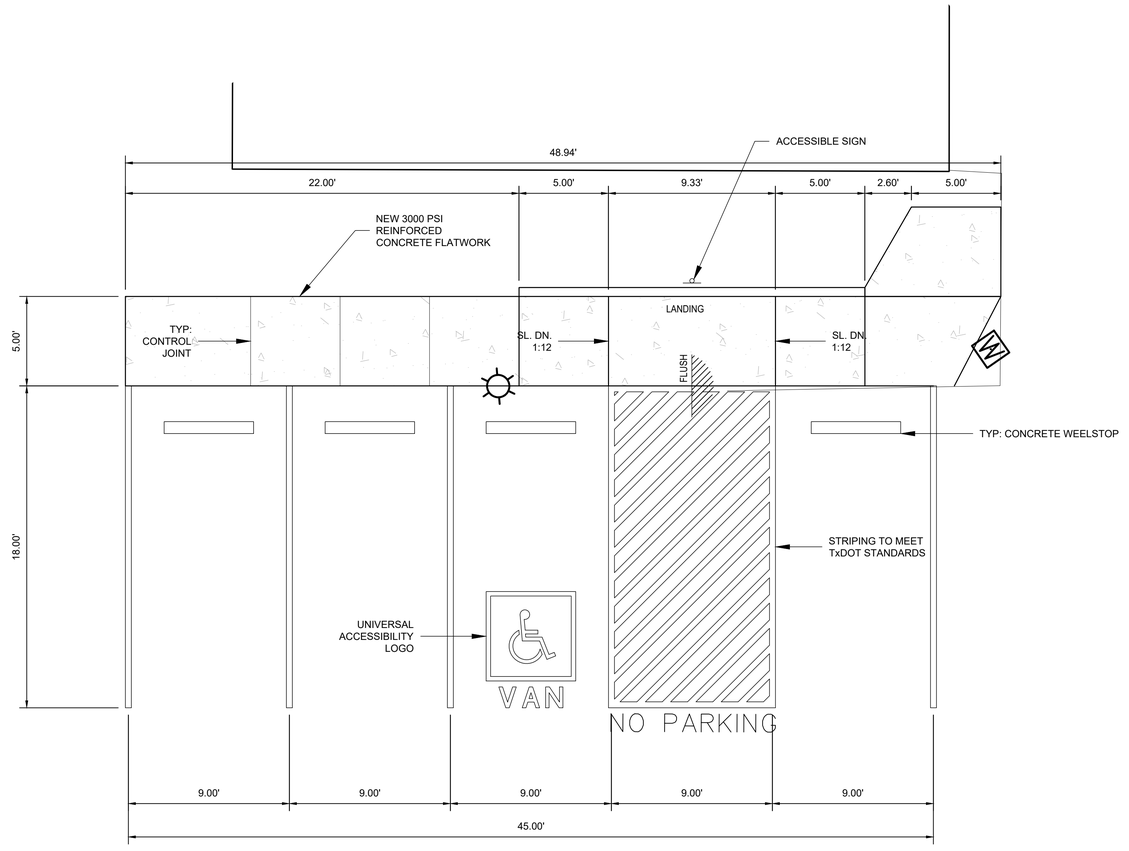
SIDEWALK NOTES:

1. MINIMUM 5'-0" WIDE SIDEWALK.
2. SIDEWALK GRADIENT SHALL NOT EXCEED 1:20.
3. SIDEWALK CONCRETE SHALL BE 5 SACK CEMENT MIX AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 psi.
4. CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF EXISTING UTILITY LINES WITH APPROPRIATE COMPANIES TO AVOID PLACING SIDEWALKS ON TOP OF LINES.
5. PROVIDE DROP CURBS AT INTERSECTIONS.
6. CONTRACTOR SHALL COMPLY WITH LATEST REGULATIONS AS SET FORTH IN THE AMERICANS WITH DISABILITIES ACT (ADA).

C TYPICAL: SIDEWALK DETAILS
N.T.S.



D WHEELSTOP DETAIL
SCALE: 1" = 1' - 0"



1 Bownsville Events Center - New Parking Plan
SCALE : 1" = 40' - 0"

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STATE OF TEXAS
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NOVEMBER 07, 2022

REVISIONS
1
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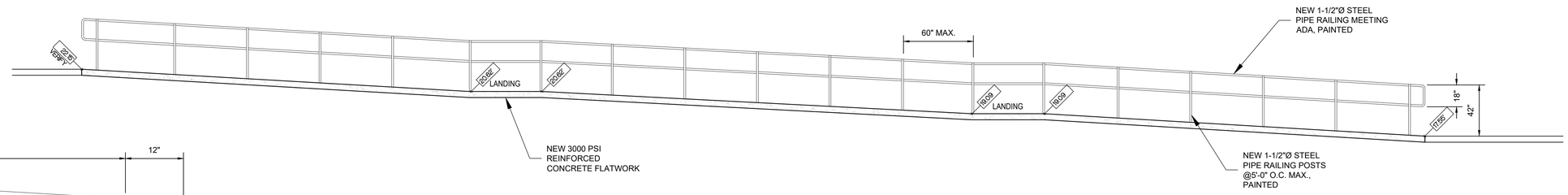
BROWNSVILLE EVENTS CENTER

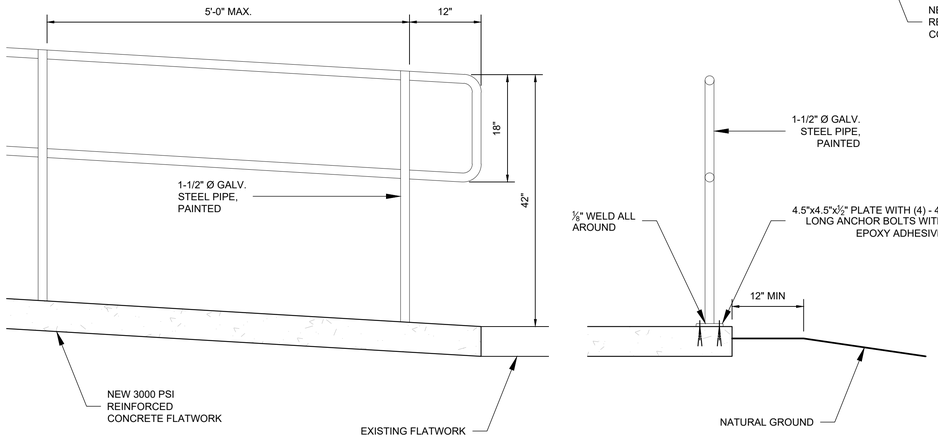
PROPOSED KAYAK RAMP

NEW PARKING PLAN

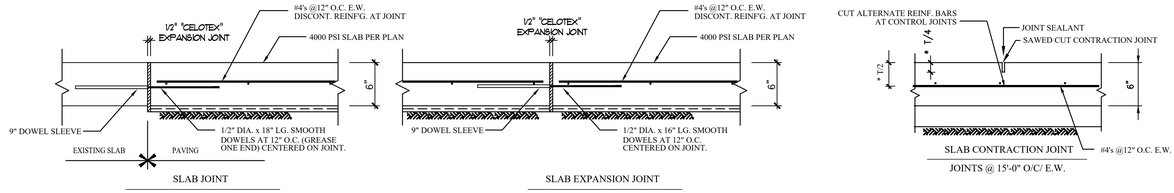
C3.3



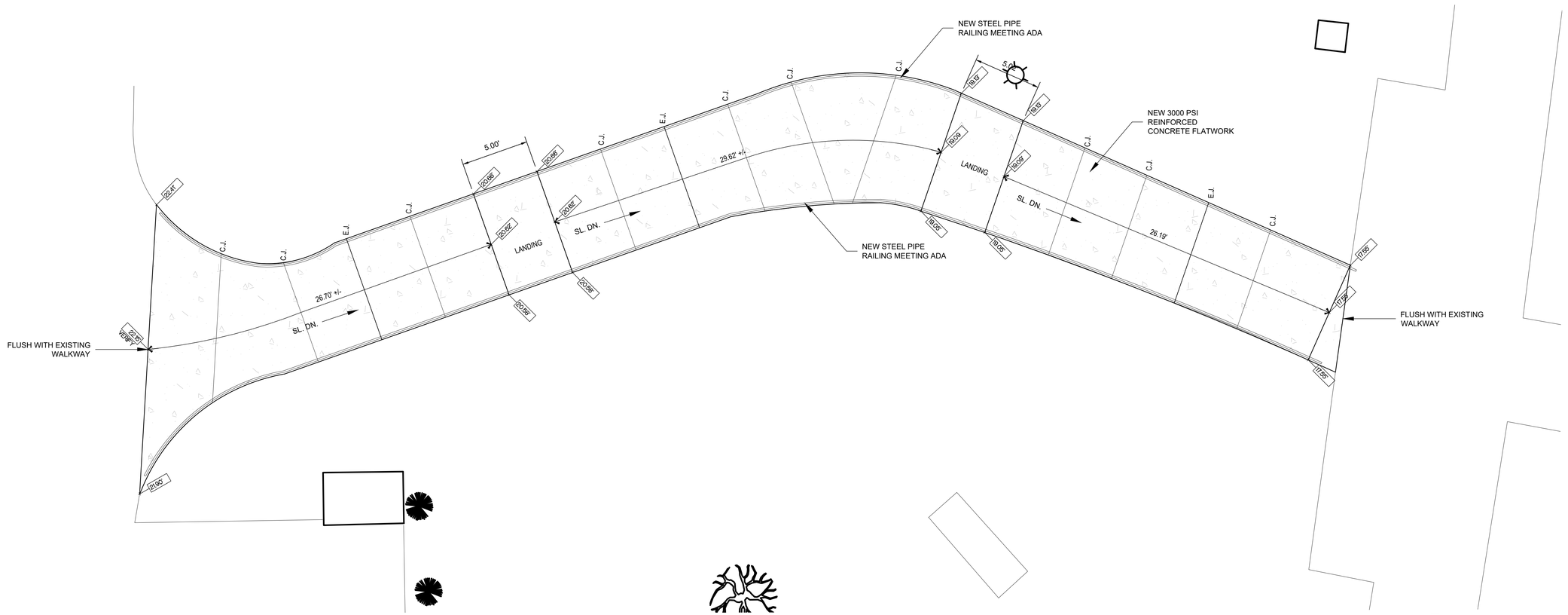
A New Accessible Route Longitudinal Section
SCALE : 1" = 40' - 0"



C Guard Rail Details
SCALE : N.T.S.



B Slab Joints
SCALE : N.T.S.



1 Bownsville Events Center - New Accessible Route Plan
SCALE : 1" = 40' - 0"

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TEXAS REGISTERED
ENGINEERING FIRM No. F-10602
SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE & BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER
NOVEMBER 07, 2022

REVISIONS

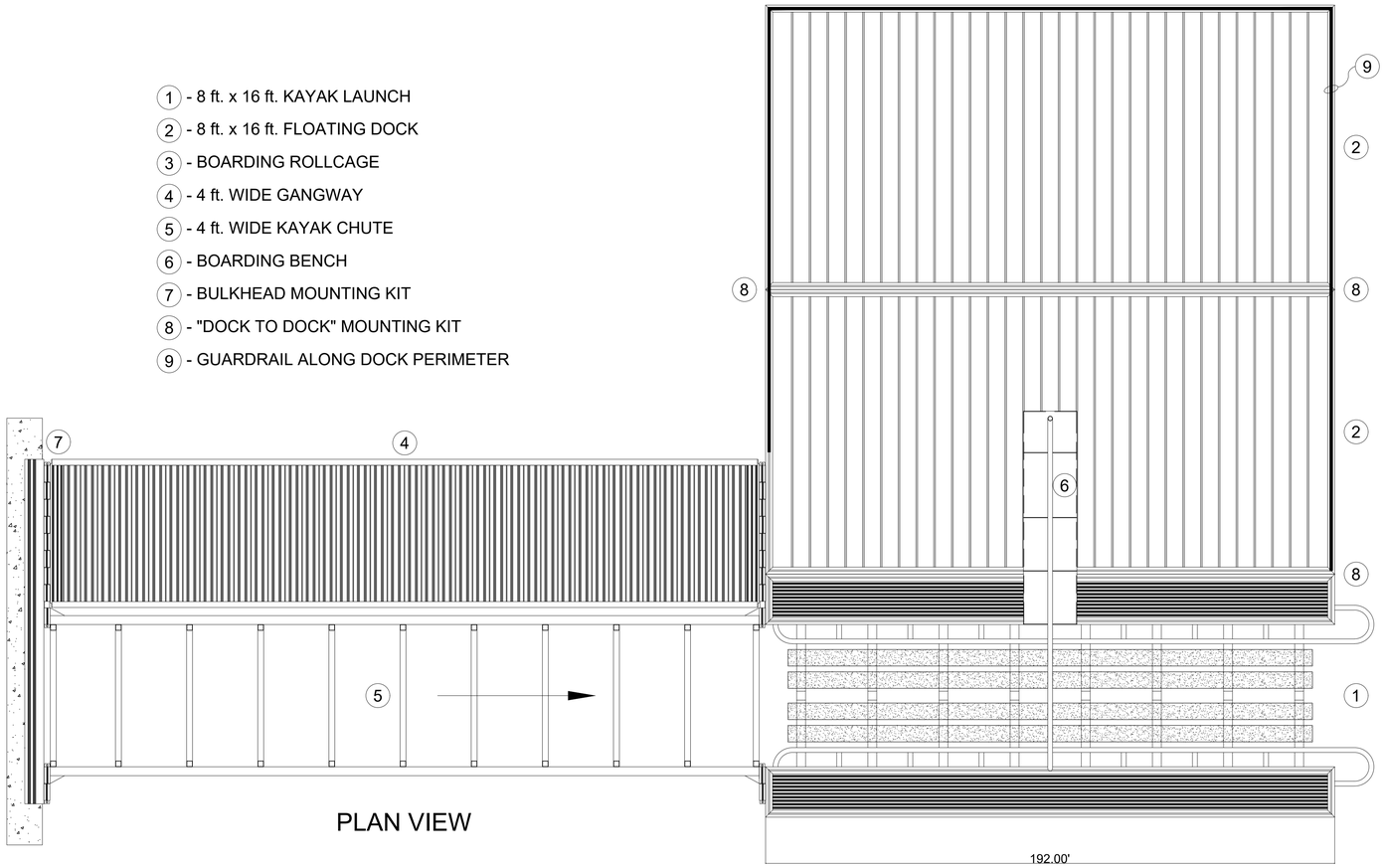
BROWNSVILLE EVENTS CENTER

PROPOSED KAYAK RAMP

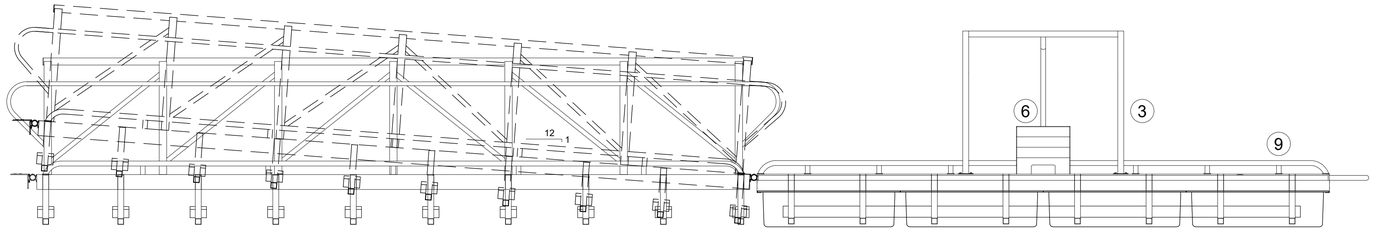
NEW ACCESSIBLE ROUTE PLAN

C3.4

1 - 8 ft. x 16 ft. KAYAK LAUNCH
2 - 8 ft. x 16 ft. FLOATING DOCK
3 - BOARDING ROLLCAGE
4 - 4 ft. WIDE GANGWAY
5 - 4 ft. WIDE KAYAK CHUTE
6 - BOARDING BENCH
7 - BULKHEAD MOUNTING KIT
8 - "DOCK TO DOCK" MOUNTING KIT
9 - GUARDRAIL ALONG DOCK PERIMETER



PLAN VIEW



SIDE VIEW

Basis of Design:
ALUMINUM KAYAK RAMP EQUAL TO "BoardSafe"
(www.boardsafedocks.com), MODEL CR-16SAKL88-GC

1 Bownsville Events Center - New Kayak Ramp Plan
SCALE : N.T.S.

N
PLAN NORTH

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TEXAS REGISTERED
ENGINEERING FIRM No. F-10602
SURVEYING FIRM No. 10141600

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE &
BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
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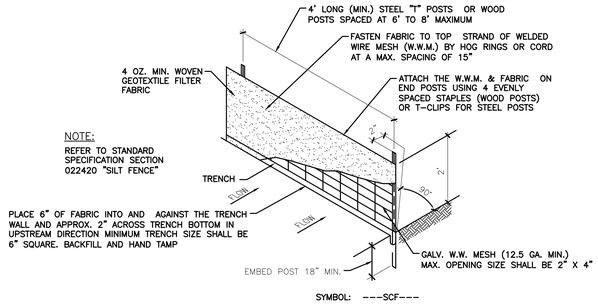
BROWNSVILLE EVENTS CENTER

PROPOSED KAYAK RAMP

KAYAK RAMP PLAN

C3.5



TEMPORARY SEDIMENT CONTROL FENCE DETAIL

NOT TO SCALE

SEDIMENT CONTROL FENCE USAGE GUIDELINES:

SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE LARGER THEN 2 ACRES.

* THE GUIDELINES SHOWN HERE ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

1 Bownsville Events Center - Proposed Kayak Ramp - SWPPP
SCALE : 1" = 100' - 0"

N

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SURVEYING FIRM No. 101416-00

REPAIRS & RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTER

DEAN PORTER DRIVE & BROWNSVILLE, TEXAS, 78520
Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER
NOVEMBER 07, 2022

REVISIONS
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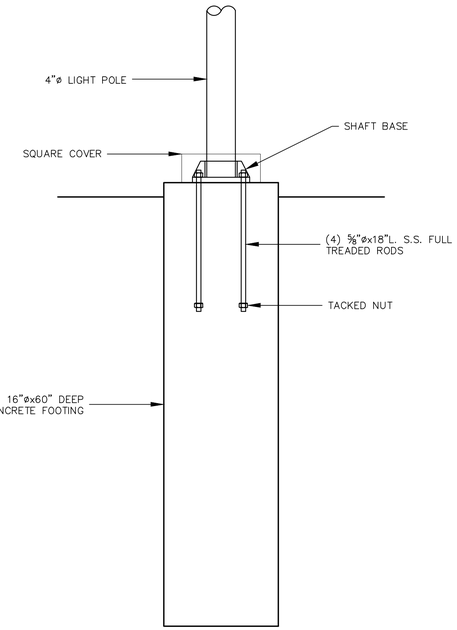
BROWNSVILLE EVENTS CENTER

PROPOSED KAYAK RAMP

SWPPP

C3.6



2 Light Pole Mounting Detail
SCALE : N.T.S.

1 Bownsville Events Center - Proposed Kayak Ramp Electrical Plan
SCALE : 1" = 100' - 0"

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DEAN PORTER DRIVE &
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Project No. Eng 22.002

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

NOVEMBER 07, 2022

REVISIONS
1
2
3

BROWNSVILLE EVENTS CENTER

PROPOSED KAYAK RAMP

ELECTRICAL PLAN

E2.1

SAMES, Inc.

PLANS & SPECIFICATIONS

For

REPAIRS AND RENOVATIONS TO DEAN PORTER PARK and BROWNSVILLE EVENTS CENTERS

BOARDWALK & KAYAK RAMPS

Dean Porter Drive & Paredes Line Rd., Brownsville, TX 78520

November 07, 2022

SAM Engineering & Surveying

200 South 10th. Street, Suite 1500

McAllen, Texas 78501

Tel 956.702.8880; Fax 956.702.8883

REPAIRS AND RENOVATIONS TO
DEAN PORTER PARK and
BROWNSVILLE EVENTS CENTERS

BOARDWALK & KAYAK RAMPS

Dean Porter Drive & Paredes Line Rd., Brownsville, TX 78520

TECHNICAL SPECIFICATIONS

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 00 10 - TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 00 10……TABLE OF CONTENTS
01 11 00……SUMMARY OF WORK
01 11 14……VERIFICATION OF CONDITIONS BY CONTRACTOR
01 14 13……ACCESS TO SITE
01 14 16……COORDINATION WITH OCCUPANTS
01 14 19……USE OF SITE
01 23 00……ALTERNATES
01 25 00……SUBSTITUTION PROCEDURES
- *Substitution Request Form*

01 26 00……CONTRACT MODIFICATION PROCEDURES
- *AIA G701 - Change Order*
- *AIA G710 - Architect's Supplemental Instructions*
- *AIA G714 - Construction Change Directive*

01 29 00……PAYMENT PROCEDURES
- *AIA G702 - Application and Certificate for Payment*
- *AIA G703 - Continuation Sheet*

01 29 73……SCHEDULE OF VALUES
01 30 00……ADMINISTRATIVE REQUIREMENTS
01 31 00……PROJECT MANAGEMENT and COORDINATION
01 31 13……PROJECT COORDINATION
01 31 19……PROJECT MEETINGS
01 32 16……CONSTRUCTION PROGRESS SCHEDULE
01 33 00……SUBMITTAL PROCEDURES
01 40 00……QUALITY REQUIREMENTS
01 41 00……REGULATORY REQUIREMENTS
01 45 00……QUALITY CONTROL
01 66 00……PRODUCT STORAGE AND HANDLING REQUIREMENTS
01 73 29……CUTTING AND PATCHING
01 77 00……CLOSEOUT PROCEDURES
- *Close-out Form “A” – Affidavit of Subcontractor’s Release of Lien*
- *Close-out Form “B” – Hazardous Material Certificate*
- *Close-out Form “C” – Subcontractor’s Warranty*
- *AIA G704 - Certificate of Substantial Completion*
- *AIA G706 - Contractor's Affidavit of Payment of Debts and Claims*
- *AIA G706A - Contractor's Affidavit of Release of Liens*
- *AIA G707 - Consent of Surety to Final Payment*

01 78 39……PROJECT RECORD DOCUMENTS

DIVISION 02 - EXISTING CONDITIONS

SECTION 02 41 19……SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE

SECTION 03 33 00……CAST-IN-PLACE CONCRETE

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

SECTION 06 13 33 ..... HEAVY TIMBER CONSTRUCTION

DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 13 28 70 ..... KAYAK RAMP

DIVISION 26 – ELECTRICAL

SECTION 26 02 00 ..... BASIC MATERIALS AND METHODS FOR ELECTRICAL
26 01 01 ..... COORDINATION DRAWINGS
26 05 19 ..... WIRE AND CABLE AND RELATED MATERIALS
26 05 26 ..... GROUNDING
26 24 16 ..... PANELBOARDS

DIVISION 31 – EARTHWORK

SECTION 31 00 00 ..... EARTHWORK
31 11 00 ..... CLEARING AND GRUBBING
31 22 16 ..... EXCAVATION, BACKFILL, AND COMPACTION FOR PAVEMENT
31 23 33 ..... TRENCH EXCAVATION, BACKFILL, AND COMPACTION
31 25 14 ..... EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION
31 62 19 ..... TIMBER PILE INSTALLATION
31 66 15 ..... HELICAL PILE AND HELICAL ANCHOR

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 16 23 ..... SIDEWALKS
32 17 23 ..... PAVEMENTS MARKINGS

DIVISION 33 – UTILITIES

SECTION 33 42 00 ..... STORMWATER CONVEYANCE

END OF SECTION

11/07/2022

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 11 00 - SUMMARY OF WORK

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Project Identification as follows:

1. Name: **REPAIRS AND RENOVATIONS TO DEAN PORTER PARK AND BROWNSVILLE EVENTS CENTER BOARDWALK & KAYAK RAMPS**

2. Location: **Dean Porter:**
Dean Porter Drive, Brownsville, Texas 78520
Brownsville Events Center:
Paredes Line Rd., Brownville, Texas 78526
3. Owner: **City of Brownsville, Texas**
4. Contract Documents, dated **October 14, 2021**, were prepared by SAMES, Inc.

B. The Work under this contract consists of:

1. **Dean Porter Park.** Work consists of:

a. **Boardwalk**: Provide a treated wood construction on wood piers boardwalk with ramps connecting to existing walkway. Boardwalk will have light poles
b. **Accessible Kayak Kamp**: Provide a prefabricated, floating kayak launch ramp connected to existing walkway with an accessible concrete walkway.
c. **Bulkhead**:

1) Repair approximately 950 LF of by removing all damaged flat boards, including beam supports and replace with new pressure treated boards and beams

2) Replace approximately 504 LF of bulkhead. Provide an underground storm drain from the building next to the Resaca to avoid more erosion. Provide a couple of new concrete storm drain inlets with 18" Ø RCP

3) Provide a new bulkhead section of approximately 115 LF south of the Children's Museum

2. **Brownsville Events Center**: Work consists of:

a. **Parking:** Provide a new parking area which will include an accessible parking space with new accessible walkway

b. **Walkway:** Demolish existing concrete walkway leading into the resaca and build a new concrete walkway meeting ADA

c. **Accessible Kayak Ramp:** Provide a prefabricated, floating kayak launch ramp connected to existing walkway with an accessible concrete walkway

The purpose of these drawings is to convey the design intent. No error or omission in these drawings will relieve the contractor from their responsibility to provide a complete functional and workmanlike product.

C. The general scope of this project includes, but is not limited to, furnishing all materials, labor, fees,tools, accessories, and equipment to completely perform all site demolition and repair work for a satisfactory completion of the Work described in these Contract Documents.

D. Specific Requirements. The following Requirements shall be part of the Scope:

1. All Work under this Contract shall be completed within **One Hundred and Twenty (120) Calendar Days** after issuance of Notice to Proceed.
2. The Contractor shall be responsible to provide and furnishing all lifts, scaffolding, platforms, ladders, etc. needed to perform the work. And shall provide protection around the work area.
3. Site is currently Occupied; therefore, the Contractor shall employ maximum care when working close to areas being used by the school.
4. The Contractor shall submit for approval all materials to be used.
5. The Contractor shall be responsible for the protection of the building contents from water damage due to rainfall during the performance of this work. Any damage to interior property shall be repaired or replaced by the Contractor at no cost to the owner.
6. The Contractor shall be responsible for the lawful disposal of demolition material. Contractor shall sweep the ground area several times a day and again at the conclusion of the work with a magnetic roller to remove any nails or sharp objects.
7. The Contractor shall submit a Schedule of Work, including steps/phases to coordinate with the owner.
8. The Contractor shall perform all work in accordance with **Demolition/Construction Industry Standards** and manufacturer's recommendations.
9. All Work shall be accomplished in strict compliance with OSHA Safety Standards.
10. **The Contractor shall execute the Work between the Hours of 7:30 AM and 5:00 PM, Monday thru Friday, excluding federal recognized holidays. Unless approved by the Owner, work on weekends is not permitted**
11. It shall be the responsibility of the Contractor to field-verify each site measurement and/or square footage prior to Bid this project.

1.3 GENERAL REQUIREMENTS

A All drawings and specifications represent the and define all project requirements. The General Conditions, Supplementary Conditions, and requirements of Division 1 and Division 0 Introductory Pages apply to all sections of the specifications. The Contractor shall verify all field conditions, which will affect occupied areas, pedestrian traffic, and vehicular traffic, and select equipment staging and work areas prior to the start of demolition. Unless otherwise indicated, the drawings do not indicate the method of demolition or construction. All work will be provided complete, in the quickest time practical, and in a neat workmanlike manner. Provide any items of work not specifically indicated, but obviously or normally required to execute the work completely and properly. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 GENERAL STRUCTURAL REQUIREMENTS

A. The Contractor shall take all measures necessary to protect the project during demolition and construction, including but not limited to bracing and shoring of dead loads, construction loads and wind loads. The Contractor will be required to correct at his own expense any subsidence, structural damage

or other objectionable conditions caused by his operations.

1.5 DISCREPANCIES

A. Issuance of these construction documents (drawings and specifications) contemplates further cooperation among the Owner, the Contractor, and all parties involved in the design. Design and construction are complex, and although the design services have been performed with due care and diligence, perfection cannot be guaranteed. Communication is necessary, and any discrepancy shall be reported immediately to the Design Professional whose interpretation shall be final and shall not be caused for claims for additional costs. Failure to provide written notice to the Design Professional, or changes made without the consent, shall relieve the Owner, Design Professional and Engineer of responsibility for any consequences. Discrepancies not brought to the Design Professional's attention prior to acceptance of proposals will be deemed to have been proposed in the costlier manner.

1.6 WORK BY THE OWNER

A. If items are noted NIC (Not In Contract), they represent items of work to be supplied and installed by the Owner or by separate contractors.

B. Following is list of items of Work by the Owner:

1. Not Applicable (N/A)

1.7 OWNER SUPPLIED PRODUCTS

A. Owner's Responsibilities:

1. Not Applicable

B. General Contractor's Responsibilities:

1. Receive products at site; inspect for completeness or damage jointly with the Owner.
2. Handle, store, and install products.
3. Provide all connections (electrical, plumbing, etc.) required for proper installation.
4. Repair or replace items damaged after receipt.

C. Following is list of items provided by the Owner and installed by General Contractor: N/A

1.8 WORK SEQUENCE AND PHASING

A. The Contractor shall submit a sequence and phasing schedule for approval and coordination prior to start the Work.

1.9 ACCESSIBILITY REQUIREMENTS

A. Not Applicable (N/A).

1.10 REGULATORY REQUIREMENTS

A. All work will be performed in compliance with the latest edition of applicable regulatory requirements. Code requirement will establish the minimum requirements in the absence of directinstructions in the Construction Documents. Applicable regulatory requirements include, but it is not limited to, the following:

1. International Building Code (IBC) - 2018

2. International Plumbing Code (IPC) - 2018
3. International Mechanical Code (IMC) - 2018
4. International Fuel Gas Code (IFGC) - 2018
5. International Energy Conservation Code (IECC) - 2015
6. National Electric Code (NEC)
7. National Fire Protection Association (NFPA 101) – Life Safety Code
8. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
9. American Society of Testing and Materials (ASTM)
10. National Electrical Manufacturers Association (NEMA)
11. Underwriter's Laboratory, Inc. (UL)
12. Occupational Health and Safety Standards (OSHA)
13. Architectural Barriers Act, Texas Civil Statues, Article 9102.
14. Texas Accessibility Standards (TAS) - 2012

1.11 ABBREVIATIONS

A. Abbreviation used generally follow the Construction Specifications Institute, Publication TD 2-4, latest edition. In case of any discrepancy or question on the part of the General Contractor, written request for clarification should be submitted immediately to the Design Professional. The Design Professional's resulting interpretation of abbreviations is final and binding on all parties involved in the Work.

PART 2 **- PRODUCTS** (Not Used)

PART 3 **- EXECUTION** (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 11 14 – VERIFICATION OF CONDITIONS BY CONTRACTOR

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 GENERAL

A. Contractor shall field verify conditions to ascertain actual depths, lengths, locations and working conditions.

B. Contractor shall verify location of existing electrical, gas and water lines prior to the commencement of work and shall exercise due caution in avoiding damage to said lines.

C. Contractor shall be responsible for repair of any utilities or facilities damaged by Contractor in the course of this work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 14 13 – ACCESS TO SITE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SCOPE

A. Work included in this section includes provisions for access and maintenance of the project site.

1.2 ACCESS TO SITE

A. General: Contractor shall have limited use of the Project site for construction operations during the construction period, as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of the Project.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

C. Contractor will make every reasonable effort to minimize disruption and inconvenience to the students and staff during the progress of construction.

1.3 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

B. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

C. On-Site Work Hours: **The Contractor shall execute Work between the hours of 7:30 AM to 5:00 PM., Monday through Friday. excluding federal recognized holidays. Unless approved by the Owner, work on weekends is not permitted.**

1. Alternative Work Schedule: Upon approval of Owner.

D. Tentative dates and work plan for completing the Work shall be provided to the Owner and Architect/Engineer at the pre-construction conference.

1. The CONTRACTOR shall make all arrangements and preparations necessary to ensure the Work can be completed within the approved shutdown period.

2. The CONTRACTOR, shall notify the Owner in writing of the final proposed dates of the shutdown at least 7 calendar days prior to the start of the planned shutdown, and provide an updated work plan to the Architect/Engineer with a timeline showing how the work will be completed within the schedule time

3. The CONTRACTOR must have the dates and construction plan approved by the Owner and

Architect/Engineer at least 48 hours prior to the commencement of any facility shutdown.

E. Disruption of Services:

1. Work shall be scheduled and performed such that disruption of students and staff shall occur only during work hours.

F. Use of Facilities:

1. Contractor shall supply all electricity, water and toilet facilities for its employees and subcontractors. At no time shall contractor, its employees orsubcontractors utilize gymnasium or close buildings electricity, water or toilet facilities.

1.4 STORAGE

A. Prior to pre-construction conference submit proposed location for staging the storage of materials and equipment during completion of this project for approval from the owner.

B. Provide written request with details for storage of any equipment and materials within the project site for coordination with owner's operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 14 16 – COORDINATION WITH OCCUPANTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SCOPE

A. Work included in this section includes provisions for access and maintenance of the project site.

1.2 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: The Owner will occupy the premises beyond the construction boundary/limit and the adjacent parking lot during the entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

B. Maintain access to existing roadways, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct roadways, walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

C. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

D. Contractor shall notify the Owner, in writing, **two (2) workdays (48 hours)** in advance of any work starting on the property.

E. Any issues arising due to scheduling or access to work site shall be reported promptly to the Owner's Designated Representative for resolution.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 14 19 - USE OF SITE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 GENERAL

A. Contractor shall have limited access to premises for construction operations as indicated Section 01 14 13 – Access to Site.

1.2 USE OF SITE

A. Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

B. Driveways, Entrances and Parking Spaces: Keep driveways, entrances, and parking spaces clear and available to students and staff at all times.

C. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

D. Coordinate all work activities as stated in Section 01 14 16 – Coordination with Occupants.

1.3 USE OF STREETS

A. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

1.4 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

1.5 SITE FACILITIES

A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations

convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

1.6 RESTORATION

A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 COORDINATION

A. The General Contract Conditions of Contracts for Construction (Form AIA A201) shall be considered as part of this section of the specifications.

B. Each Proposer shall be responsible for determining during the proposal period the extent that any addenda issued during the proposal period may affect this section of the specifications.

C. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 SUBSTITUTION REQUIREMENTS

A. When material, article, or method is specified using name of proprietary product manufacturer, vendor, or method followed by phrase "or equal," specific item mentioned establishes basis upon which projects are to be built.

1. Other manufacturers' materials, articles, and methods not named will be considered as substitutions provided required information is submitted on “SUBSTITUTION REQUEST FORM” and will not require substantial revisions of Contract Documents.
2. This applies to specific construction methods when required by Contract Documents.
3. Substitution Requests must be filled out on enclosed “**Substitution Request Form**”.

B. Whenever material, article, or method is specified or described without phrase "or equal," no substitutions will be allowed.

C. Costs for redesigns due to substituted items are responsibility of Applicant.

D. In making request for substitution, Applicant/Contractor represents that he:

4. Has personally investigated proposed product or method and determined that it is equal in all respects to that specified.
5. Will provide same guarantee for substitution as for product or method specified.
6. Will coordinate installation of accepted substitution into work, making design and construction changes to complete work in all respects following the Contract Documents.

1.3 SUBMITTAL OF DATA FOR PROPOSED SUBSTITUTIONS

A. In order for substitutions that do not change design intent to be considered, submit no later than 10 days prior to proposal date deadline, 3 copies of complete data set forth herein to permit complete analysis of proposed substitutions listed on submitted “SUBSTITUTION REQUEST FORM”

1. For Products:

a. Identification including manufacturer's name and address.
b. Manufacturer's literature, including but not necessarily limited to:

1) Product description, performance, and test data.
2) Reference standards.

c. Samples where appropriate.
d. Name and address of similar projects on which product was used and dates of installation with contact name and telephone number.

2. For Construction Methods:

a. Detailed description of proposed method.
b. Drawings illustrating methods.
c. Name and address of similar projects on which method was used and dates of use with contact name and telephone number.

3. Comparison of proposed substitution with product or method specified
4. Data relating to impact on construction schedule by proposed substitution.
5. Impact on other contracts.

1.4 APPROVAL OF SUBSTITUTION

A. Architect/Engineer's decision regarding evaluation of substitutions will be final and binding.

B. All approved substitutions will be incorporated into the Contract Documents by Addendum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION – 01 25 00

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

A/E's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01340 Submittals
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01340 Submittals
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: Date:

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" (attached hereto).

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within 5 working days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will prepare a “Change Order” for signatures of Owner and Contractor on AIA Document G701 (attached hereto).

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a “Construction Change Directive” on AIA Document G714 (attached hereto). Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract

PART 1 - PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CHANGE ORDER INFORMATION:** Change Order Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was	$ _____
The net change by previously authorized Change Orders	$ _____
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$ _____
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ _____
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	$ _____
The Contract Time will be (increased) (decreased) (unchanged) by	( ) days.
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

Sample

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AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**ASI INFORMATION:** ASI Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Sample

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AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CCD INFORMATION:** Directive Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- ☐ Lump Sum (increase) (decrease) of $
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☐ As follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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Sample

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 29 00 - PAYMENT PROCEDURES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and processApplications for Payment.

B. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Owner and Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703 (attached hereto) or approved equal.
3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in- place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Application for Payment Forms: Use AIA Document G702 (attached hereto) and AIA Document G703 (attached hereto) or approved equal as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

    1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
    2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

    1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

    1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
    2. When an application shows completion of an item, submit conditional final or full waivers.
    3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
    4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Sustainable design action plans.
5. Copies of building permits.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Initial progress report.
8. Report of preconstruction conference.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, “Consent of Surety to Final Payment.”
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

FROM CONTRACTOR:

VIA ARCHITECT:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ _____

2. NET CHANGE BY CHANGE ORDERS ..... $ _____

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ _____

4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ _____

5. RETAINAGE:

a. _____% of Completed Work
(Columns D + E on G703) $ _____

b. _____% of Stored Material
(Column F on G703) $ _____

Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $ _____

6. TOTAL EARNED LESS RETAINAGE ..... $ _____
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Sample

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

Sample

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DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 29 73 - SCHEDULE OF VALUES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.

1.2 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described.
B. When so required by the Owner, provide copies of the subcontracts or other data acceptable to the Owner, substantiating the sums described.

1.3 SUBMITTALS

A. Prior to the first Application for Payment, submit a proposed schedule of values to the Owner, as outlined below:
   1. Meet with the Owner and determine additional data, if any, required to be submitted.
   2. Secure the Owner's approval of the schedule of values prior to submitting first Application for Payment.

1.4 SCHEDULE OF VALUES

A. The Schedule of Values shall be broken down into item costs for each specification section as a minimum. After review by the Architect and Owner, the Schedule of Values shall be broken down into further items as required. (See following list and refer to the enclosed sample.). In addition, total each Specification Division separately.
B. Schedule of Values - Items in addition to Specification Sections.
   1. Mobilization
   2. Clean Up
   3. Building Permit
   4. Bonds, Insurance
   5. Misc. Mechanical Accessories
   6. Demolition
   7. Rough-In Labor - (Electrical)
   8. Rough-In Material - (Electrical)
   9. Finish Labor - (Electrical)
   10. Finish Material - (Electrical)
   11. Allowances (listed separately)
   12. Record drawings and close-out documents

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

A. Refer to following sample.

Item No.	Description of Work	Schedule of Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Div. 1 - General Reqs. Site Work General Conditions Supervision Mobilization Bonds & Insurance Permits Contractor's Fee Close-Out Documents								
	Div. 1 - Total								
	Div. 2 - Sitework Demolition (As applicable) Erosion Control Site Clearing & Grubbing Building Pad - Materials Building Pad - Labor Paving Subgrade Signage / Striping Bike Racks Landscaping - Materials Landscaping - Labor Hydro Mulch - Materials Hydro Mulch - Labor Irrigation - Materials								

	Irrigation - Labor Earthwork Finish Grading Stabilization - Materials Stabilization - Labor Site Drainage - Materials Site Drainage - Labor Chain Link Fence-Mtls. Chain Link Fence-Labor Paving - Labor Paving - Materials Sidewalks Close-Out Documents								
	Div. 2 - Total								
	Div. 3 - Concrete Drill Piers Caps & Beams Slab on Grade Cooling Tower Basin Misc. Building Concrete Floor Sealer Rebar Material Rebar Labor Lt. Wt. Insul Fill - Materials Lt. Wt. Insul Fill – Labor Close-Out Documents								
	Div. 3 - Total								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Div 4 - Masonry Brickwork - Labor Brickwork - Matls Concrete Masonry - Labor Concrete Masonry - Materials Str. Glazed Tile-Labor Str. Glazed Tile-Materials Close-Out Documents								
	Div. 4 - Total								
	Div 5 - Metals Structural Steel - Labor Structural Steel - Materials Alternating Stairs Misc. Steel - Materials Steel Joists - Materials Lt. Gauge Steel Framing-Labor Lt. Gauge Steel Framing-Matls Metal Decking - Labor Expansion Joint Covers Metal Decking - Matls Close-Out Documents								
	Div. 5 - Total								
	Div. 6 - Wood & Plastics Rough Carpentry - Labor Rough Carpentry - Materials								

	Millwork - Labor Millwork - Materials Close-Out Documents								
	Div. 6 - Total								
	Div. 7 - Thermal and **Moisture Protection** Waterpfng / Dampprfng-Matls Waterpfng / Dampprfng-Labor Building Insulation - Labor Building Insulation - Materials Fireproofing - Labor Fireproofing - Materials Metal Roof - Labor Metal Roof - Materials Metal Roof Guarantee Built-up Roofing-Labor Built-up Roofing-Materials Built-up Roofing Guarantee Roof Accessories Building Sheet Metal - Labor Building Sheet Metal - Matls Bldg. Sheet Metal Guarantee Roof Curbs Roof Hatches Sealants Close-Out Documents								
	Div. 7 - Total								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Div. 8 - Doors and Frames Finish Carpentry/Door - Labor Finish Hardware - Matls Thresholds & Seals - Matls+B66 Hollow Metal Doors & Frames - Matls Plastic Faced Doors-Matls Overhead Doors & Grilles- Labor Overhead Doors & Grilles - Matls Alum. Entrances & Store-fronts - Labor Alum. Entrances & Store-fronts - Matls Alum. Windows - Labor Alum Windows - Matls Glass & Glazing-Labor Glass & Glazing-Matls Close-Out Documents								
	Div. 8 - Total								

	Div. 9 - Finishes Lath & Plaster-Labor Lath & Plaster-Matls Gypsum Wallboard Systems - LaborGypsum Wallboard Systems - Matls Ceramic Tile - Labor Ceramic Tile - Matls Quarry Tile - Labor Quarry Tile - Matls Terrazzo-Labor Terrazzo-Matls Acoustic Clg. - LaborAcoustic Clg. - Matls Acoustic Wall Panels Resilient Flooring - Labor Resilient Flooring - Matls Carpet - Labor Carpet - Matls Athletic Flooring - MaterialsAthletic Flooring - Labor Floor Sealer Painting - Labor Painting - Mtls Close-Out Documents								
	Div. 9 - Total								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Div. 10 - Specialties Visual Display Boards & Tackboards - Materials Visual Display Boards & Tackboards - Labor Toilet Partitions - Labor Toilet Partitions - Matls Louvers Aluminum Flag PoleGraphics Lockers Cubicle Curtains & Track Fire Extinguisher Cabinets Demountable Partitions-Labor Demountable Partitions-Matls Shelving Toilet Room Accessories-Matls Toilet Room Accessories-LbrClose-Out Documents								
	Div. 10 - Total								
	Div. 11 - Equipment Stage Curtains Misc. Appliances Food Service Eqpt-Labor								

	Food Service Eqpt-Matls Close-Out Documents								
	Div. 11 - Total								
	Div. 12 - Furnishings Horizontal Blinds Projection Screens Casework - Labor Casework - Matls Science Casework - Labor Science Casework - Matls Close-Out Documents								
	Div. 12 - Total								
	Div. 13 - Specialties Stage Curtains and Draperies Music Instrument Storage Bleachers Press Box Pre-eng. Metal Bldg. Stadium Seating Close-Out Documents								
	Div. 13 - Total								
	Div. 14 - Conveying Systems Platform Lifts Elevators Close-Out Documents								

	Div. 14 - Total								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Div. 15 - Plumbing Shop Drawings As-Builts/Close-Out/O&M Manuals Sanitary Underground - Labor Sanitary Underground - Matls Storm Underground - Labor Storm Underground - Matls Domestic Water - Labor Domestic Water - Matls Plumbing Insulation - Matls Plumbing Insulation - Labor Gas Piping - Matls Gas Piping - Labor Grease Trap Plumbing Fixtures - Matls Plumbing Fixtures - Labor Coordination Drawings Close-Out Documents								

	Div. 15 Plumbing - Total								
	Div. 15 - Mechanical Shop Drawings As-Builts/Close-Out/ O&M Manuals Chillers - Matls Chillers - Labor Cooling Towers - Matls Cooling Towers - Labor Boilers - Matls Boilers - Labor AHU's - Matls AHU's - Labor Fans - Matls Fans - Labor Grilles - Matls Grilles - Labor Ductwork - Matls Ductwork - LaborPumps - Mtls Pumps - Labor Water Treatment - LaborWater Treatment - Matls Isolation - Labor Isolation - Matls Pipe Flex - Matls Pipe Flex - Labor Connections Sheet Metal - Matls Sheet Metal								

	- Labor Duct Insulation - Matls Duct Insulation - Labor								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Pipe Insulation - Matls Pipe Insulation - Labor VAV Boxes - Materials VAV Boxes - Labor Refrigerant Monitor - Matls Refrigerant Monitor - LaborUnit Heaters - Materials Unit Heaters - Labor Startup Controls - Matls Control - Labor Engineer / Submittals Modules / End DevicesLow Voltage Wiring Startup Close-Out DocumentsFire Sprinkler Engineer / Submittals Piping - Materials Piping - Labor Equipment - Materials Equipment - Labor Trimout - Materials Trimout - Labor Pipe, Valves, Fittings - Labor Pipe, Valves, Fittings - Matls Misc. - Matls Insulation - Matls								

	Insulation - Labor Sanitary Above Slab-Labor Sanitary Above Slab-Matls Storm Above Slab - Labor Storm Above Slab - Matls Gas - Labor Gas - Matls Fixtures - Labor Fixtures - Matls Permits Coordination Drawings Close-Out Documents								
	Div. 15 Mechanical - Total								
	Div. 16 - Electrical Mobilization+B 220 Shop Drawings As-Builts/Close-Out/O&M Manuals Undergroun d Conduit - Labor Conduit -								

	Matl Wire - Labor Wire - Matls Feeder Wire - Labor Feeder Wire - Matls Switches/Recpt . Switchgear – Labor								

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance To Finish	Retainage
			Previous App.	This App.					
	Switchgear - Matls Temporary - Materials Temporary - Labor Gas Generator - MaterialsGas Generator - Labor Fixtures - Labor Fixtures - Matls Communications - Labor Communications - MatlsFire Alarm - Labor Fire Alarm - MatlsSecurity - Labor Security - Matls Low Voltage Ltng Sys-MatlsLow Voltage Ltng Sys-LaborVoice System - Materials Voice System - Labor Video System - MaterialsVideo System - Labor Data System - Materials Data System - Labor								

	Master Clock - Materials Master Clock - Labor+B277 Coordination Drawings Close-Out Documents								
	Div. 16 - Total								
	General Conditions Mobilization Temp. Facilities Final Cleaning Record Documents/Close-out/ O&M Manuals Supervisi on Permits Bonds Insuranc e Allowanc es Alternates (list) Change Orders A. PR#								

	B. PR# C. PR#								

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 COORDINATION

A. The General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ) shall be considered as part of this section of the specifications.
B. Each Proposer shall be responsible for determining during the proposal period the extent that any addenda issued during the proposal period may affect this section of the specifications.
C. Reference Instructions to Proposers for requirements regarding substitutions of materials and products.
D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 PROJECT MANAGEMENT AND COORDINATION

A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
C. Progress meetings will be held at Project site every two weeks. Notify Owner and Architect of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend. The Contractor shall:

1. Prepare a progress meeting agenda.
2. Prepare a sign in sheet for each progress meeting.
3. Prepare minutes of each meeting and distribute to parties present.

1.3 CONSTRUCTION SCHEDULE

A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
   1. Submit within **five (5) days** after date established for Commencement of the Work.
   2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
   3. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
   4. Schedule Distribution: Distribute copies to Owner, Architect, subcontractors, and parties required to comply with dates.
   5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Architect, subcontractors, and parties required to comply with dates.

1.4 SUBMITTAL PROCEDURES

A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
   1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
   2. Architect will not accept submittals from sources other than Contractor.

B. Prepare submittals by placing a permanent label on each for identification. Provide a 4 by 5-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
   1. Project name.
   2. Date.
   3. Name and address of Contractor.
   4. Name and address of subcontractor or supplier.
   5. Number and title of appropriate Specification Section.
   6. Contractor's certification that materials comply with specified requirements.

C. Coordinate each submittal with other submittals and with work that does not require submittals.

D. Product Data: Mark each copy to show applicable choices and options. Include the following:
   1. Data indicating compliance with specified standards and requirements.
   2. Notation of coordination requirements.
   3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.

E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return the reproducible print. Include the following:
   1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale de- tails, and other information, as appropriate for the Work.
   2. Identification of products and materials.
   3. Notation of coordination requirements.
   4. Notation of dimensions established by field measurement.
   5. Identification of deviations from Contract Documents.

F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.

G. Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 31 00 - PROJECT MANAGEMENT and COORDINATION

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entities performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. Architect will return frivolous RFIs where the information requested is found within the plans and specifications to Contractor with marked "Reference plans/specifications."

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 2:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi- weekly. Use software log that is part of Project Web site. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Sustainable design requirements.
    l. Preparation of record documents.
    m. Use of the premises and existing building.
    n. Work restrictions.
    o. Working hours.
    p. Owner's occupancy requirements.
    q. Responsibility for temporary facilities and controls.
    r. Procedures for moisture and mold control.
    s. Procedures for disruptions and shutdowns.
    t. Construction waste management and recycling.
    u. Parking availability.
    v. Office, work, and storage areas.
    w. Equipment deliveries and priorities.
    x. First aid.
    y. Security.
    z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a pre installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs.

d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Sustainable design requirements.
i. Review of mockups.
j. Possible conflicts.
k. Compatibility problems.
l. Time schedules.
m. Weather limitations.
n. Manufacturer's written instructions.
o. Warranty requirements.
p. Compatibility of materials.
q. Acceptability of substrates.
r. Temporary facilities and controls.
s. Space and access limitations.
t. Regulations of authorities having jurisdiction.
u. Testing and inspecting requirements.
v. Installation procedures.
w. Coordination with other work.
x. Required performance results.
y. Protection of adjacent work.
z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at monthly intervals.
1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.

2) Sequence of operations.
3) Status of submittals.
4) Status of sustainable design documentation.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site utilization.
9) Temporary facilities and controls.
10) Progress cleaning.
11) Quality and work standards.
12) Status of correction of deficient items.
13) Field observations.
14) Status of RFIs.
15) Status of proposal requests.
16) Pending changes.
17) Status of Change Orders.
18) Pending claims and disputes.
19) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 31 13 - PROJECT COORDINATION

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Contractor shall notify Architect and Owner and establish date and time for Contract Buy Out Meetings.

B. General: notify the Architect whenever there is need of clarification or interpretation of the Contract Documents prior to commencement of work.

C. Commencement of work without Architect's prior notification means Contractor's acceptance of responsibility.

D. Commencement of work without Architect's prior notification implies Contractor's understanding of conditions, assemblies, methods, or procedures.

E. The project superintendent shall notify Owner and Architect on an ongoing basis of ongoing work.

1.2 PRE-INSTALLATION CONFERENCE

A. General: Notify the Architect and Owner 48 hours in advance of certain stages of demolition and/or construction, and, as required by the Architect and Owner, organize a pre-demolition/installation meeting with each trade individually prior to commencement of their portion of the Work. At a minimum, representatives of the Owner, Architect, the General Contractor's project superintendent, and the Sub-contractor's Foreman and Project Manager shall be present at each meeting. The Engineer shall be notified as applicable.

B. As indicated in each specific section of this Project Manual, or as required by the Architect and Owner, these stages generally include, but are not necessarily limited to the following:

1. Division 02 - EXISTING CONDITIONS,
   a. Section 02 41 19 – Selective Demolition

2. Division 06 – WOOD, PLASTICS, AND COMPOSITES
   a. Section 06 10 00 – Rough Carpentry

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRE-DEMOLITION / CONSTRUCTION CONFERENCE

A. The Contractor shall contact Architect and at least ten (10) days prior to commencing demolition

and/or construction in order for Architect to schedule a pre-demolition/construction meeting with Contractor, Architect, and Owner. This meeting must occur prior to commencement of any demolition or construction.

3.2 CONFERENCES AND MEETINGS

A. Refer to Section 01 31 19, Project Meetings, for requirements pertaining to Pre-construction Conference, Progress Meetings, and Pre-installation Conferences.

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 31 19 - PROJECT MEETINGS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. The Architect's:

1. Scheduling of each meeting (pre-construction meeting, periodic project meetings, and specialty called meetings throughout the progress of the Work).
2. Preparation of agenda for meetings.
3. Presiding at minutes, including all significant proceedings and decisions.
4. Recording, reproducing, and distributing copies of meeting minutes within two (2) working days, excluding weekends and holidays, after each meeting to:
   a. All participants in the meeting.
   b. All parties affected by decisions made at the meeting.
5. Providing status report of allowance funds.

B. The Contractor's:

1. Making physical arrangement for meetings.
2. Participation in all meetings and conferences.
3. Scheduling attendance of Job Superintendent, Project Coordinator, and other parties affecting or affected by decisions made at meetings and conferences as their interests require.
4. Scheduling Pre-installation conferences.
5. Scheduling Pre-Closeout Meeting
6. Providing updated schedules.
7. Providing status reports/logs of CPRs, MCs, and shop drawings/submittals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION CONFERENCE

A. Contractor shall contact Architect at least ten (10) days prior to commencing construction in order for Architect to schedule a pre-construction meeting with Contractor, Architect, and Owner. This meeting must occur prior to commencement of any construction.

B. Architect will:

1. Administer pre-construction conference for the establishment of communication methods, procedures, and Owner requirements.
2. Administer site mobilization conference for clarification of Owner and Contractor.

C. Location: At Project site as designated by the Architect.

D. Attendance:

1. Contractor or Contractor's Representative
2. Job Superintendent
3. Project Coordinator (Manager)
4. Owner or Owner's Representative
5. Major subcontractors
6. Major suppliers
7. Architect's Representative
8. Architect's Field Representative
9. Consultants as needed
10. Others as appropriate

E. Meeting Agenda, may include, but is not limited to:

1. Discussion on major subcontracts and suppliers and projected construction schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities. Discussion of long lead time items.
4. Project coordination and designation of responsible personnel.
5. Procedures and processing of field decisions, proposal requests, submittals, minor changes, change orders and applications for payment.
6. Method of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises, office work and storage areas, on-site parking, and Owner's requirements.
9. Construction facilities and temporary utilities.
10. Housekeeping procedures.

3.2 PROGRESS MEETINGS

A. Architect will:

1. Schedule project meetings throughout progress of the work at weekly intervals, and specially called meetings.
2. Set agenda and administer said meetings.
3. Preside at meetings.
4. Record meeting minutes, including all significant proceedings and decisions.
5. Reproduce and distribute copies of meeting minutes within two (2) working days, excluding weekends and holidays, after each meeting to:

    a. All participants in the meeting.
    b. All parties affected by decisions made at the meeting.

B. Contractor shall:

1. Make physical arrangements for meetings.

C. Attendance:

1. Contractor or Contractor's Representative
2. Job Superintendent
3. Project Coordinator (Manager)
4. Owner or Owner's Representative
5. Major subcontractors

6. Major suppliers
7. Architect's Field Representative
8. Consultants as needed
9. Others as appropriate

D. Meeting Agenda, may include, but is not limited to:

1. Review and approval of minutes of previous meeting.
2. Review of Work progress since previous meeting.
3. Field observations, problems, and conflicts.
4. Review of off-site fabrication and delivery schedules.
5. Corrective measures and procedures to regain projected schedule.
6. Revisions to Construction Schedule.
7. Plan progress and schedule during succeeding work period.
8. Coordination of schedules.
9. Review submittal schedules and expedite as required.
10. Maintenance of quality standards.
11. Allowance balances.
12. Review of proposed changes and substitutions for:

    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.

13. Status of Allowance Expenditure Authorizations (AEAs).
14. Status of Change Proposal Requests (CPRs).
15. Status of Minor Changes (MCs).
16. Status of submittals, review of submittal log.
17. Other items and critical issues affecting Work.

3.3 PRE-INSTALLATION CONFERENCES

A. In accordance with the requirements of Section 01 11 00, Notification of Architect Requirements, the Contractor will convene pre-installation conferences when required by individual specification Sections or as required by the Architect or Owner, prior to the Contractor commencing Work of the Section.

B. Attendance, optional:

1. General Contractor or Contractor's Representative
2. Project Coordinator (Manager)
3. Owner or Owner's Representative
4. Architect's Project Manager (Project Executive)

C. Attendance, required:

1. Project Superintendent
2. Architect's Field Representative
3. Sub-contractor's Project Manager
4. Sub-contractor's Foreman
5. Engineer's Representative, as needed.
6. Manufacturer's Representative, as needed.
7. Governing Agency Official, as required
8. Inspection Agency Representative, as required.
9. Others affecting or affected by Work.

D. Meeting Agenda, may include, but is not limited to:

1. Review of conditions of installation.
2. Preparation and installation procedures.
3. Coordination with related work
4. Review of the contract document requirements.
5. Review of code enforcement or testing requirements.
6. Questions related to work required.

3.4 PRE-CLOSEOUT MEETING

A. In accordance with the requirements of Section 01 77 00, Closeout Procedures, the Contractor will convene a pre-closeout meeting when he considers the Work or designatedportion of the Work is sufficiently complete in accordance with the Contract Documents sothat the Owner can occupy or utilize the work for its intended use.

B. Attendance, required:

1. Owner or Owner's Representative
2. Project Coordinator (Manager)
3. General Contractor or Contractor's Representative
4. Project Superintendent
5. Architect's Project Manager (Project Executive)
6. Architect's Field Representative
7. Engineer's Representative, as needed.

C. Meeting Agenda, may include, but is not limited to:

1. Review of the contract document requirements for Substantial Completion and Project Closeout
2. Review of Work which remains to be completed or corrected.
3. Closeout Document review schedule and log
4. Review of closeout procedures including, but not limited to Record Drawings, Warrantees, Operation and Maintenance Manuals, and Owner Demonstrations and Start-up.
5. Review of code enforcement or testing requirements.
6. Questions related to work required.

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SUBMITTALS

A. Schedules:

1. Preliminary Analysis: Within 5 (5) days after receipt of Award of Contract, submit a preliminary construction schedule for review by Owner and Architect.
2. Construction Schedule: Within 10 (ten) days after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of the approved construction schedule.

1.2 RELIANCE UPON SCHEDULE

A. The construction schedule as approved by the Architect will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

1.3 CONSTRUCTION SCHEDULE

A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.

B. Activities shown on the diagram shall include but not necessarily be limited to:

1. Project mobilization
2. Submittals and approvals of shop drawings and samples
3. Phasing of construction
4. Procurement of equipment and critical materials
5. Fabrication and installation of special material and equipment
6. Final clean-up
7. Final inspection and testing

C. The construction schedule shall be updated and submitted with each Application for Payment.

1.4 CONSTRUCTION SCHEDULE LIMITATIONS

A. Work performed under this Contract shall be done in accordance with the following paragraphs:

1. All work may proceed immediately upon Notice to Proceed and continue uninterrupted.
2. Under the Base Proposal only, the successful Offeror will be 1) entitled to certain extensions of time and 2) subject to liquidated damages for work not completed beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. Failure to Achieve Substantial Completion by the contractually agreed upon date will result in the General Contractor being assessed Liquidated Damages in the amount of **$500.00** per calendar day until Substantial Completion is established.
3. Failure to complete and close-out project after substantial completion may result in

liquidated damages. Failure to Achieve Close Out and Final Completion within 30days of Substantial Completion will result in the General Contractor being assessedan additional penalty / Liquidated Damages in the amount of **$500.00** per calendarday until Close Out and Final Completion is established.

4. Certificate of Substantial Completion will be issued for any of the above-mentioned areas of work which are complete prior to the completion of the entire project.
5. The Owner may at his discretion approve changes recommended by the successful Offeror to the above-mentioned schedule provided that the Owner's use of newly completed areas are not disrupted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 33 00 - SUBMITTAL PROCEDURES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 COORDINATION

A. The General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ) shall be considered as part of this section of the specifications.

B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.

C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.

D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 WORK INCLUDED

A. Provide shop drawings, product data, physical samples and color samples as indicated herein and in each technical section of these specifications.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Additional submittal requirements specific to the particular section of the specifications.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Prepare shop drawings using competent draftsmen, clearly and precisely showing the following:

1. The size and gage of members.
2. The method of anchoring and securing members of parts together.
3. The quantity and location of each item.
4. Other pertinent data necessary to show the Work to be done and where and how it is to be done.

B. Prepare Drawings to scale, including full size details as required to fix and illustrate the Work

required. Do not use Contract Documents or reproductions thereof as shop drawing submittals.

C. Each sheet of Drawings shall be 30 x 40 inches maximum size with borders. Provide a title block in the lower right-hand corner with the following information:

1. Title of the sheet.
2. Name and location of Project.
3. Names of:

    a. Architect/Engineer.
    b. General Contractor.
    c. Manufacturer of the specified materials and equipment.

4. The date of the Submittal.
5. The date of each correction or revision.
6. **Submittal number including Division No.** (such as submittal no. 3 under Division 11 is numbered "11-03").

D. Fold drawings to 8-1/2x11 inch dimensions with title block exposed to top.

E. Check the Drawings and add any corrections of field measurements needed. Stamp and sign the Contractor's approval, checker's signature, and date of approval before submitting to the Architect. Shop Drawings which do not bear the Contractor's stamp or have not been reviewed by the Contractor, will be returned by the Architect without review or approval.

F. Number Shop Drawings consecutively. Indicate working and erection dimensions, arrangements, sectional views, necessary details including complete information for making connections with other Work, kinds of materials, and finishes.

G. Provide a transmittal letter in duplicate, pointing out any deviations from items, methods or named manufacturers included in the Specifications or on the Drawings. Note submittal file number including Division.

H. Submit **six (6)** blue line prints of each Shop Drawing sheet.

I. Make such corrections, changes, resubmit bound sets of Shop Drawings prints, as required herein, until approved is obtained. Any corrections or changes indicated on Shop Drawings shall not be considered as an extra work order.

2.2 PHYSICAL SAMPLES

A. Provide duplicate samples of items as specified. Samples shall be 12 inches square or 12 inches long unless noted otherwise. Minimum liquid samples shall be 1 pint. Installed materials shall match approved samples.

B. For Architect's permanent files provide one (1) 6" x 6" sample of all interior finishes, colors and materials (aluminum finish, glazing, plastic laminate, paint finish flooring materials, ceiling finish, etc.)

C. Provide a transmittal letter with each sample, listing the following:

1. Specification section title and paragraph specifying the material.

2. Name and location of Project.
3. Names of:

    a. Architect/Engineer.
    b. General Contractor.
    c. Manufacturer of the specified materials and equipment.

4. The date of the Submittal.
5. Submittal file number including Division.

D. If samples are not acceptable, they will be returned directly to the Contractor for modification and resubmission.

E. If samples are acceptable, notification will be sent directly to the Contractor, and the sample retained for comparison with the complete Work.

2.3 MANUFACTURER'S PRODUCT DATA

A. Provide **six (6)** copies of pre-printed Product Data of items as specified. Carefully mark out all items not applicable to the specified item.

B. Standard catalogs, brochures, etc. including information not applicable to the project and not marked through, will be returned without review or approval.

C. Provide a transmittal letter with the Product Data from each manufacturer, listing the following information:

1. Name and location of Project.
2. Names of:

    a. Architect/Engineer.
    b. General Contractor.
    c. Manufacturer of the specified materials and equipment.

3. The date of the Submittal.
4. Submittal file number including Division.

D. If Product Data is not approved, one copy will be marked and returned directly to the Contractor for modification and resubmission.

E. If Product Data is approved, notification and one copy of the acceptable Product Data will be sent directly to the Contractor.

F. When requested by the Architect, provide six (6) copies of each ASTM Federal Specification, or other applicable documents referenced in the material Section.

PART 3 - EXECUTION

3.1 REVIEW PROCEDURE

A. Submittals will be reviewed with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Architect shall be allowed a maximum review period of **seven (7)** calendar days. The review of a separate item shall not indicate a review of an assembly in which the item functions. Submittals that contain excessive errors or that are incomplete will be returned without review and approval and any delay caused thereby shall be the responsibility of the Contractor.

B. If any submittals are not approved as submitted, all copies will be returned directly to the Contractor for revision. The reviewed submittals will be returned to the Contractor as soon as practicable.

C. The Contractor shall make all revisions as noted and shall resubmit the required number of corrected copies of submittals, until no exceptions are taken. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than those requested on previous submissions.

D. The review of submittals shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has submitted, in writing, such deviations and written approval has been given to each specific deviation. The review shall not relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and samples.

E. No portion of the Work requiring a submittal shall commence until the submittal has been approved as designated in the Conditions of the Contract. All such portions of the Work shall be in accordance with the submittal that has been stamped with final “Reviewed Without Exceptions” note, or “Approved” note.

F. Materials and equipment specified or approved prior to beginning the Work are required to be used on the Project. Any proposed substitution resulting from no availability of specified items must be proven “better than” by the Contractor and approved in writing by the Architect. Substitutions included in submittals shall be so noted and brought to the Architect’s attention in the submittal and on the transmittal. Failure to follow this procedure will render the substitution as not acceptable whether or not reviewed by the Architect.

G. The Contractor shall have the approved shop drawings at the site at all times for use in the construction of the Work. Failure of the Contractor to supply such drawings will be deemed sufficient cause to delay the Work until such drawings are available for field use and reference.

H. For submittals that will be reviewed by one of the Architect’s consultants, these submittals shall be delivered directly to the Architect. The Architect will then be responsible to provide the Consultant with a copy of the submittal.

I. For submittals that will be reviewed by one of the Architect’s consultants, do not send to the Consultant as part of the package any items which will be reviewed by the Architect. As an example, do not provide a single submittal package combining Structural Steel and Miscellaneous Metal Fabrications.

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 COORDINATION

A. The General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ) shall be considered as part of this section of the specifications.

B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.

C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.

D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 SECTION REQUIREMENTS

A. Quality-control services include inspections, tests, and related actions including reports. Quality-control services are further specified in other Sections of these Specifications and shall be performed by independent testing agencies provided by Contractor or Owner, as specified.

B. Contractor is responsible for scheduling inspections and tests.

C. **Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.**

D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:

1. Access to the Work.
2. Incidental labor and facilities to assist inspections and tests.
3. Adequate quantities of materials that require testing and assisting in taking samples.
4. Facilities for storage and curing of test samples.
5. Security and protection of samples and test equipment.

E. Duties of Testing Agency: Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.

1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or ap- prove or accept any portion of the Work.
3. Agency shall not perform duties of Contractor.

F. Submittals: Testing agency shall submit a certified written report of each inspection and test to

the following:

1. Owner.
2. Architect.
3. Contractor.
4. Structural engineer.
5. Authorities having jurisdiction, when authorities so direct.

G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:

1. Name, address, and telephone number of testing agency.
2. Project title and testing agency's project number.
3. Designation (number) and date of report.
4. Dates and locations where samples were taken, or inspections and field tests made.
5. Names of individuals taking the sample or making the inspection or test.
6. Designation of the product and test method.
7. Complete inspection or test data including an interpretation of test results.
8. Ambient conditions at the time of sample taking and testing.
9. Comments or professional opinion on whether inspected or tested Work complies with requirements.
10. Recommendations on retesting or reinspection.
11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

PART 2 - PRODUCTS (Not Used)

PART 3 - PRODUCTS (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 41 00 - REGULATORY REQUIREMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality Assurance.
B. References Standards.
C. Definitions.
D. Abbreviations.
E. Format and Specification Context Explanations.
F. Drawing Symbols.
G. General Requirements.

1.2 QUALITY ASSURANCE

A. General:

1. For products or workmanship specified by a standard of an association, trade, or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code authorities having jurisdiction.
2. The contractual relationship of the parties to the Contract should not be altered from the Contract Documents by mention or inference otherwise in any reference standard.
3. Obtain copies of standards when required by Contract Documents.
4. Maintain copy of standards at jobsite during submittals, planning, and progress of the specific work for which the standards pertain, until the date of Substantial Completion.
5. In the absence of specific instructions in the specifications, materials, products, equipment and their installation shall conform to the applicable codes, regulations and standards specified therein. When a conflict exists between the applicable code, regulation and standard and that specified, the more stringent code regulation or standard shall prevail, except as authorized by applicable authorities having jurisdiction.

B. Specifications and Drawings: The Drawings and Specifications are correlative and have equal authority and priority. Base disagreements in themselves or in each other on the most expensive combination of quantity and quality of work indicated. In the event of such disagreement bring it to the attention of the Architect, who will determine the appropriate method to perform the work.
C. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements are specified and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
D. Contractor's Option: Except for overlapping or conflicting requirements, where more than one (1) set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within

specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.

F. Specialists' Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists, who are engaged for performance of work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with applicable regulations, union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the Contractor.

1.3 REFERENCE STANDARDS

A. Dates of codes, regulations and standards specified shall be the latest date of issue of that code, regulation or standard prior to the date of issue of this Project Manual or Document, except as modified or otherwise directed by the applicable codes and their supplements and amendments adopted by the code authorities having jurisdiction.

1. Date of Issue - The "date of issue" as it appears in the statement above, means the date which appears on the cover of the Project Manual or Document corresponding to the date of issue of the Contract Documents.
2. Code Authorities: The "code authorities" as it appears in the statement above, means the authorities responsible for code enforcement.

1.4 DEFINITIONS

A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other Contract Documents, including those in the AIA A201 General Conditions of the Contract for Construction, Supplementary Conditions, the Drawings, and the Specifications. Drawings must be recognized as being diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the Contract Documents are defined in the General Conditions, Supplementary Conditions, and in this Section. Definitions and explanations contained in this Section are not necessarily either complete or exclusive but are general for this Work to the extent that they are not stated more explicitly in another element of the Contract Documents. In the event of a conflict in definitions or explanations within the Contract Documents or whenever there is need of clarification or interpretation of definitions within or between the Contract Documents, notify the Architect immediately and proceed as directed. Except in cases where definitions are determined by code authorities having jurisdiction, the Architect's interpretation of all definitions will take precedence.

B. General Requirements: The provisions or requirements of Division 1 - Sections apply to entire Work of Contract and, where indicated, to other elements which are included in the Project.

C. Special Conditions: Wherever the term "Special Conditions", appears in the Contract Documents, it refers collectively to all requirements of the Owner in addition to the sections in Division 1, General Requirements, and to Articles contained in the General Conditions and Supplementary Conditions.

D. Architect: Wherever the term "Architect" or any derivative thereof appears in the Contract Documents, it means SAMES, Inc., Chase Tower, 200 S. 10th Street, Suite 1500, McAllen, Texas 78501, (956) 702-8880, or their authorized representative(s).

E. Bid, Competitive Sealed Proposal (CSP), Response, Offer, etc.: Wherever the term "Bid", "Competitive Sealed Proposal (CSP)", "Response", "Offer", "Proposal", or any derivative thereof, or similar term appears in the Contract Documents, they mean one and the same, and **shall mean Competitive Sealed Proposal**, which by definition allows the Owner to accept the "best

value" for the Mission Housing Authority based on factors other than cost in selecting the Contractor.

F. Contractor, General Contractor, Construction Manager, etc.: Wherever the term "Contractor", "General Contractor", "Construction Manager" or any derivative thereof, or similar term appear in the Contract Documents, they mean one and the same.

G. Subcontractor, Sub-subcontractor, Bidder, Proposer etc.: Wherever the term "Subcontractor", Sub- subcontractor", "Bidder", "Bidder/Vendor", "Vendor", "Installer", "Integrator", "Respondent", "Offeror", or any derivative thereof, or similar term appears in the Contract Documents, they mean one and the same, and shall refer to the entity (person or firm) licensed and meeting all applicable regulations of the State of Texas and Department of Labor to perform the Work, or their authorized representative(s).

1. Responsibilities: To avoid any misunderstanding or lack of interpretation, the responsibility for performing the Work is totally that of the entity defined above, and the resolutions proposed in his shop drawings and related documentation shall be demonstrated throughout the Work and specified warranty period.
2. In the event of a controversy involving the Contract Documents or interpretation of Project requirements, the decision of the Architect will take precedence.

H. Owner, etc.: Wherever the term "Owner", "COB", "The City", or similar such term appears in the Contract Documents, it means; The City of Brownsville, 1001 E. Elizabeth Street, Brownsville, Texas 78520; (956) 546-4357, or its authorized representative(s).

I. Consultants: Wherever the term "Consultant", or any derivative thereof appears in theContract Documents, it means the following to whom that portion of the work applies.

1. Owner's Consultants: None
2. Architect's Consultants: None

J. Indicated: Wherever the term "indicated", or any derivative thereof appears in the Contract Documents, it means a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

K. Directed, Requested, Etc: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" or any derivative thereof appears in the Contract Documents, it means as "directed bythe Architect", "requested by the Architect", and similar phrases with actions taken by the Architect. However, no meaning or otherwise shall be interpreted to extend the Architect's responsibility into Contractor's area of construction supervision.

L. Approve: Wherever the term "Approve", or any derivative thereof appears in the Contract Documents, it means only the Architect, or an individual designated by him as his representative, can approve or disapprove contract actions. Even if the specifications indicate that an individual other than the Architect, such as the "Engineer" or "Consultant" will approve or disapprove an action, it is understood that only the Architect has this authority unless the individual is so designated by him in writing. Even when an individual is so designated, the Contractor may appeal the action to the Architect and the Architect's decision will be final. In no case will "approval" by the Architect be interpreted as a release of the Contractor from responsibility to fulfill requirements of the Contract Documents.

M. Furnish: Wherever the term "Furnish", or any derivative thereof appears in the Contract Documents, it means supply or deliver to Project site, ready for unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.

N. Install: Wherever the term "Install", or any derivative thereof appears in the Contract Documents,

it means performing the operations at the Project site, of unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.

O. Provide: Wherever the term “Provide”, or any derivative thereof appears in the Contract Documents, it means furnish and install at the Project site, complete and ready for intended use, as applicable in each instance.

P. Project, Site: Wherever the term “Project”, “Site”, or similar such term appears in the Contract Documents, it means the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing work as part of the Project. The extent of project or site is shown on the Drawings and may or may not be identical with description of land upon which Project is to be built.

Q. Installer: Wherever the term “Installer”, or any derivative thereof appears in the Contract Documents, it means the entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at the Project, including installation, erection, application, and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

R. Specialist: Wherever the term “Specialist”, or any derivative thereof appears in the Contract Documents, it means an individual or firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Contract Specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item or firm who will perform the work under the manufacturer’s direct supervision.

S. Testing Laboratory: Wherever the term “Testing Laboratory”, or any derivative thereof appears in the Contract Documents, it means an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.5 FORMAT AND SPECIFICATION CONTEXT EXPLANATIONS

A. Underscoring: Is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where underscoring is used.

B. Capitalization: Except for manufacturer, product, or trademark names, capitalization is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where capitalization is used.

C. Imperative language: Is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.

D. Section Numbering: Is used to facilitate cross-reference in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in Contract Documents.

E. Page Numbering: Pages are numbered independently for each section. The section number is shown preceded by the project number and followed by the page number at the bottom of each page, to facilitate the location of text. The project number is given to identify the project, for which specification was written, should the section become separated from the Project Manual.

F. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive, “open-generic descriptive”, “compliance with standards”, “performance”, or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.

G. Abbreviations: The language of Specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately

interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. A list of typical abbreviations, includes, but is not limited to the following trade associations and organizations. Refer to Drawings and other Contract Documents for other abbreviations.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Assn.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHGA	American Hotdip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning & Refrigeration Institute
ASA	Acoustical Society of America
ASA	American Subcontractors Association
ASAHC	American Society of Architectural Hardware Consultants
ASC	Adhesive & Sealant Council, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Professional Engineers
ASPI	American Wood Preserver's Institute
ASTM	ASTM International
AWI	Architectural Woodwork Institute
AWS	American Welding Society
BIA	Brick Institute of America
BRI	Building Research Institute
CRA	California Redwood Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DHI	Door and Hardware Institute
EPA	Environmental Protection Agency
FTI	Facing Tile Institute
FGMA	Flat Glass Marketing Association
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council

IEEE	Institute of Electrical and Electronic Engineers
JSMA	Joint Sealer Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NAMM	National Association of Mirror Manufacturers
NBLP	National Bureau of Lathing & Plastering
NCPI	National Clay Pipe Institute
NCMA	National Concrete Masonry Association
NEMA	National Electrical Manufacturers Assn.
NESC	National Environmental Systems Contractors
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NOMMA	National Ornamental Metal Manufacturers Association
NPVLA	National Paint, Varnish and Lacquer Association
NRMCA	National Ready Mixed Concrete Association
NRCA	National Roofing Contractors Association
NSPE	National Society of Professional Engineers
NWMA	National Woodwork Manufacturers Association, Inc.
OSHA	Occupational Safety and Health Administration
PDCA	Painting and Decorating Contractors of America
PI	Perlite Institute, Inc.
PCA	Portland Cement Association
RFCI	Resilient Floor Covering Institute
RVFC	Rubber and Vinyl Floor Council
SBCCI	Southern Building Code Congress International, Inc.
SFPA	Southern Forest Products Association
SHLMA	Southern Hardwood Lumber Manufacturing Association
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
VBI	Venetian Blind Institute
VFI	Vinyl Fabrics Institute
WCLIB	West Coast Lumber Inspection Bureau
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association

1.6 DRAWING SYMBOLS

A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols defined by “Architectural Graphic Standards”, published by the American Institute of Architects (AIA) and John Wiley & Sons, Inc., latest edition. Refer instances of uncertainty to Architect for clarification before proceeding.

B. Mechanical/Electrical Drawings: Graphic symbols used in Mechanical/Electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE). Where appropriate, those symbols are supplemented by more specific symbols as recommended by other recognized technical organizations, including, but not limited to American Society of Mechanical Engineers (ASME),

American Society of Professional Engineers (ASPE), Institute of Electrical and Electronic Engineers (IEEE) and similar organizations. Refer instances of uncertainty to Architect for clarification before proceeding.

1.7 GENERAL REQUIREMENTS

A. Color, Texture, or Pattern Requirements:

1. When color, texture, or pattern is specified, the item, product, or material shall be furnished in the specified color, texture, or pattern, as applicable.
2. When more than one (1) approved manufacturer is named in the Specifications, Contractor may select any of the approved manufacturers and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection.
3. When the term "match existing", or any derivative thereof appears in the Contract Documents, it means that the sample must match the Owner's existing work in every respect as to color, texture, and pattern, as applicable.
4. When the term "match Architect's approved sample", or any derivative thereof appears in the Contract Documents, it means that the Architect has selected a sample which must be matched in every respect as to color, texture, and pattern, as applicable.
5. When an item or product is specified of a manufacturer for which only one (1) color, texture, or pattern is available, and a color, texture, or pattern other than that one is specified, Contractor shall bring it to the attention of the Architect for a decision prior to proceeding with the work. Do not proceed with the work until Architect has approved the color, texture, and pattern, as applicable.
6. When an item or product is specified of a manufacturer for which no color, texture, or pattern is specified, and colors, textures, and patterns are available, Contractor shall bring it to the attention of the Architect and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection. Do not proceed with the work until Architect has selected and approved the color, texture, and pattern, as applicable.
7. When due to the nature of the item, product, or material, i.e. face brick, tile pavers, natural stone, etc, Contractor shall submit sample or samples which exhibits the full range of characteristics (colors, i.e. lights and darks, as well as textures, and patterns) for which the item, product, or material is available. The Architect will select the color, texture, and pattern, as applicable, from those available and request a sample panel exhibiting the approved characteristics. The approved color range, texture, and pattern, as applicable will then become the standard for which all work on the project will be judged. Architect will be final judge as to having performed work in conformance with approved characteristics.
8. Under no circumstances are colors, textures, patterns, or any other characteristics for which an item, product, or material are available to be selected by anyone other than the Architect or his authorized representative.
9. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

B. Continuity of Building Envelope, Full Height Partitions, and Fire Rated Construction:

1. Continuity of Building Envelope:

a. All materials such as exterior sheathing, membrane flashings, vapor barriers, insulations, damp proofing, waterproofing, roofing, flashings, etc. and all penetrations, holes, gaps, joints, and openings through such materials shall be sealed to ensure continuity of building envelope, whether indicated or not.
b. Refer instances of uncertainty to Architect for clarification before proceeding with

work.

2. Full Height Partitions:

    a. All full height partitions shall be from floor to bottom of deck structure and shall be made to fit around steel joists, beams, etc., whether indicated or not.
    b. Seal joints at top of partitions, in flutes of steel deck, and around structural elements with a compressible filler and/or sealant to accommodate movement due to expansion, contraction, and deflection, whether indicated or not. Treat seals in joints of fire rated partitions as specified below for fire rated construction, whether indicated or not.
    c. Refer instances of uncertainty to Architect for clarification before proceeding with work.

3. Fire Rated Construction:

    a. All seals in fire rated construction, whether at top, bottom, or penetrations through fire rated construction, shall be made with firestopping and fire safing materials to maintain fire rating integrity of construction and satisfy authorities having jurisdiction, whether indicated or not.
    b. Refer instances of uncertainty to Architect for clarification before proceeding with work.

C. Plumbing Line Protection:

1. Placing or washing materials, including, but not limited to the following, down any plumbing line or fixture is strictly forbidden.

    a. Concrete, cement, sludge, mortar, grout, plaster, or any other cementitious material
    b. Paint, paint thinner, turpentine, kerosene, gasoline, oil, or any other petroleum or hazardous products.

2. Cleaning painting equipment, including brushes in new or existing plumbing fixtures is strictly prohibited.
3. If requested, Contractor shall certify that all affected plumbing lines and fixtures are clean , free flowing and running. Plumbing lines and fixtures damaged as a result of any of the above shall be repaired or replaced at no expense to Owner. Contractor shall bear responsibility and all costs of fines, penalties, and legal fees attributed to violations as levied by authorities having jurisdiction.

D. Hanging Items from Deck and Structure: Ducts, pipes, conduits, equipment, and other items indicated to be supported from the structure shall be accomplished using approved hang wires, hangers, or devices of type, size and material recommended to suit the application and installed in accordance with recommendations of the hanger or device manufacturer, Architect and/or Structural Engineer, or code authorities having jurisdiction, whichever is the more stringent requirement. Nothing shall be hung from the deck and structure unless directed to do so by the Architect and/or Structural Engineer. Powder activated devices in metal deck are not permitted.

E. Ducts, Pipes, Conduits, and Wires: Shall be concealed in walls, chases, and enclosed areas out of view, unless specifically indicated as exposed or where exposure is required for proper function of item, such as air registers, air returns, louvers, grilles, vents, thermostats, electrical receptacles, telephone/data terminals and jacks, light switches, etc. Refer instances of uncertainty to Architect for clarification before proceeding.

F. Fasteners:
1. Unless specifically indicated or directed otherwise, all fasteners in work exposed to view, shall be concealed in the finished work.
2. No fasteners shall show through or telegraph through exposed face of finished work and all finished surfaces shall be free of all evidence of the existence of fasteners.
3. Fasteners shall be spaced to accurately and rigidly secure work in place.
4. If not shown or otherwise required or recommended by manufacturer, standard, or code authorities having jurisdiction, fastener spacing shall not exceed 12 inches on center.
5. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

G. Exposed Metal Work:

1. Unless specifically indicated or directed otherwise, all exposed metal work shall be flat with all surfaces free of distortions, oil canning, waves, dents, scratches, weld marks, and other surface defects detrimental to good appearance or function.
2. All steel exposed to exterior weather or moisture, either exposed or concealed in work, shall be hot-dip galvanized, phosphate treated for paint retention and shop prime painted.
3. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

H. Continuous Date and Time Code Operated Devices:

1. Devices used in the construction of this Project which use continuous date and time codes in their operation, whether software or hardware, and whether upgradable or not, including, but not limited to air handling, lighting, alarm, communication, security, and instrumentation systems, elevators, escalators and other conveying systems, shall be Y2K compliant. In addition, such devices shall remain compliant for 100 years or the life of the device, whichever comes first.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 45 00 - QUALITY CONTROL

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality Assurance: Requirements for material and product quality and control of installation.
B. Tolerances
C. References and Standards
D. Mock-ups
E. Testing Laboratory Services
F. Inspection Services
G. Manufacturers' field services

1.2 RELATED SECTIONS

A. Section 01 33 00 - Submittal Procedures
B. Section 01 41 00 – Regulatory Requirements
C. The Work of this Section shall be included as a part of all Sections of Work, whether referenced therein or not.

1.3 DESCRIPTION OF REQUIREMENTS

A. Unless specifically noted otherwise, perform all Work shown, mentioned, or reasonably inferred and comply with all work restrictions.
B. Many of the requirements specified elsewhere are included herein for reference and convenience. Where a conflict occurs between the Contract Documents, either within themselves or each other, the more stringent requirement or the most expensive combination of materials and workmanship shall prevail.

C. Contractor shall:

1. Perform Work in accordance with the General Conditions, as specified herein, and with the quality control requirements of each Specification Section;
2. perform Work in the highest quality workmanship, unless specified otherwise;
3. join materials with a uniform and accurate fit so they meet with neat straight lines, free of smears, overlaps or irregularities, as applicable to the work;
4. install all exposed materials appropriately level, plumb, and at accurate angles as shown and flush with adjoining materials;
5. attach materials with sufficient strength, and with number and spacing of fasteners and attachments that will not fail until materials joined are broken or permanently deformed;
6. use concealed fasteners, unless shown or directed otherwise.

1.4 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step-in sequence.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.5 TOLERANCES

A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.6 REFERENCES AND STANDARDS

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement except where specific date is established by code.
C. Obtain copies of standards where required by product specification sections.
D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
E. Neither contractual relationships, duties, responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.
F. Refer to Section 01 41 00, Regulatory Requirements, for additional information concerning applicable reference and standards requirements.

1.7 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mock-ups shall be the comparison standard for remaining Work.
D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect.
E. Mock-up may be approved in phases as portions are completed.
F. Project Mock-up Requirements: Provide an actual sample panel with the following properties:

1. Size: Minimum 6 feet wide by 8 feet tall. Size may vary according to specific project requirements. Brace and support as required to withstand structural wind loads.
2. Materials: actual exterior finishes including, but not limited to face brick, cast stone, and plaster, actual building materials and assemblies indicating brick patterns on masonry and stud back-up as occurs with damp proofing and flashing as detailed, actual portion of aluminum storefront indicating jam, sill and head attachment and flashing details, and where appropriate, provide mock-up of special finish details, insets and reliefs, reveals,

expansion and control joints, brick ledges, brick head and sills, pipe penetrations and waterproofing materials. Provide roof edge flashing and gutter section (as applicable) in pre-finished color as selected by Architect to cap the mock-up panel. Include a sealant joint at least 16 inches long.

3. Drawing: Refer to mock-up diagram on Drawings for minimum project requirements. Mock-up drawing is for reference only. Actual mock-up drawing will be submitted by the Architect after submittals have been approved.

1.8 TESTING SERVICES

A. Contractor will appoint, employ, and pay for specified services of an independent firm to perform testing, should additional testing be necessary.
B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer, Owner, Contractor, or authority having jurisdiction. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
C. Reports will be submitted by the independent firm to the Owner, Architect/Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.
2. Make arrangements with independent firm and pay for additional samples and tests required.

E. Testing does not relieve Contractor to perform Work to contract requirements.
F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

1.9 INSPECTION SERVICES

A. Owner may appoint, employ, and/or pay for specified services of an independent firm to perform inspection.
B. The independent firm will perform inspections and other services specified in individual specification sections and as required by the Architect/Engineer, Owner, or authority having jurisdiction.
C. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer or the Owner.
D. Reports will be submitted by the independent firm to the Owner, Architect/Engineer, and Contractor, indicating inspection observations and indicating compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish safe access and assistance by incidental labor as requested.

1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.

F. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.10 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as required, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect/Engineer within ten (10) days after receipt of Notice to Proceed, in advance of required observations. Observer subject to approval of Architect/Engineer and Owner.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
D. Refer to Section 01 33 00, Submittal Procedures, for additional information concerning submittal procedures and requirements for Manufacturers Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - **EXECUTION**

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

DIVISION 01 00 00 GENERAL CONDITIONS

SECTION 01 66 00 - PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Scheduling of product delivery
2. Packaging of products for delivery
3. Protection of products against damage from:

    a. Handling
    b. Exposure to elements or harsh environments

B. Related Specification Sections include, but are not necessarily limited to:

1. Division 00 – Procurement and Contracting Requirements
2. Division 01 – General Requirements

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment
1. Work associated with this Item is considered subsidiary to the various Items bid. No separate payment will be allowed for this Item.

1.3 DELIVERY AND HANDLING

A. Delivery Requirements

1. Schedule delivery of products or equipment as required to allow timely installation and to avoid prolonged storage.
2. Provide appropriate personnel and equipment to receive deliveries.
3. Delivery trucks will not be permitted to wait extended periods of time on the Site for personnel or equipment to receive the delivery.
4. Deliver products or equipment in manufacturer's original unbroken cartons or other containers designed and constructed to protect the contents from physical or environmental damage.
5. Clearly and fully mark and identify as to manufacturer, item, and installation location.
6. Provide manufacturer's instructions for storage and handling.

B. Handling Requirements

1. Handle products or equipment in accordance with these Contract Documents and manufacturer’s recommendations and instructions.

C. Storage Requirements

1. Store materials in accordance with manufacturer’s recommendations and requirements of these Specifications.
2. Make necessary provisions for safe storage of materials and equipment.

    a. Place loose soil materials and materials to be incorporated into Work to prevent damage

to any part of Work or existing facilities and to maintain free access at all times to all parts of Work and to utility service company installations in vicinity of Work.

3. Keep materials and equipment neatly and compactly stored in locations that will cause minimum inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants.

    a. Arrange storage to provide easy access for inspection.

4. Restrict storage to areas available on construction site for storage of material and equipment as shown on Drawings or approved by Owner.
5. Provide off-site storage and protection when on-site storage is not adequate.

    a. Provide addresses of and access to off-site storage locations for possible inspection by Owner and/or Architect/Engineer.

6. Do not use lawns, grass plots or other private property for storage purposes without written permission of owner or other person in possession or control of premises.
7. Store in manufacturers' unopened containers.
8. Neatly, safely, and compactly stack materials delivered and stored along line of Work to avoid inconvenience and damage to property owners and general public and maintain at least 3 feet from fire hydrant.
9. Keep public and private driveways and street crossings open.
10. Repair or replace damaged lawns, sidewalks, streets, or other improvements to satisfaction of the owner.

PART 2 **- PRODUCTS** (Not Used)

PART 3 **- EXECUTION**

3.1 FIELD [OR] SITE QUALITY CONTROL

A. Tests and Inspections

1. Inspect all products or equipment delivered to the site prior to unloading.

B. Non-Conforming Work

1. Reject all products or equipment that are damaged, used or in any other way unsatisfactory for use on the project.

3.2 PROTECTION

A. Protect all products or equipment in accordance with manufacturer's written directions.

B. Store products or equipment in location to avoid physical damage to items while in storage.

C. Protect equipment from exposure to elements and keep thoroughly dry if required by the manufacturer.

END OF SECTION

DIVISIONS 01 00 00 GENERAL CONDITIONS

SECTION 01 73 29 - CUTTING AND PATCHING

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Definition: “Cutting and Patching” includes cutting into existing construction to provide for the demolition, installation, or performance of other work and subsequent fitting and patching required to restore surfaces to their original undamaged condition, including original fire rating of fire rated construction.

1. Cutting and patching is performed for coordination of the work for access or inspection, to obtain samples for testing, as indicated or required, to remove/replace defective work or work not conforming to the contract documents, to permit alterations to be performed, or for other similar purposes.
2. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be “cutting and patching” under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be “cutting and patching”.

B. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

1. Unless otherwise specified, requirements of this Section also apply to mechanical and electrical work.

1.2 QUALITY ASSURANCE

A. Visual requirements - Do not cut and patch work exposed on the building’s exterior or in its occupied spaces, in a manner that would, in the Architect/Engineer’s opinion, result in lessening the building’s aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patchwork. Remove and repair or replace work judged by the Architect/Engineer to be cut and patched in a visually unsatisfactory manner

1.3 RELATED WORK

A. All Sections of Work requiring cutting and patching, including demolition and electrical requirements.

1.4 SUBMITTALS

A. Procedural Proposal for Cutting and Patching - Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal.

1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational, and visual changes as well as other significant elements.
2. List products to be used and firms including their qualifications that will perform the work. Also, provide cost proposals when applicable.
3. Give dates when work is expected to be performed.

4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be disconnected or out of service temporarily. Indicate how long utility service will be disrupted.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General - Except as otherwise indicated or as directed by Architect/Engineer, use materials for cutting and patching that are identical to materials being cut and patched. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

1. The use of trade name and supplier's name and address is to indicate a possible source of the material or product. Product of the same type from other sources shall not be excluded provided they possess like physical and functional characteristics, except where specified as no substitutions allowed or where a material or product is specified as the basis of specification and no other approved manufacturers are listed.
2. Use materials, products, and devices to maintain integrity of fire rating of existing fire rated construction which comply with the requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before starting work, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

1. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including demolition, mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.
2. After uncovering work, examine conditions affecting demolition, installation of product, or performance of work.
3. Report unsatisfactory or questionable conditions to Architect/Engineer in writing; do not proceed with work until Architect/Engineer has provided further instructions.

3.2 PREPARATION

A. Provide temporary support to prevent failure of the work to be cut.

B. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions of that part of the Project that may be exposed during cutting and patching operations.

C. Take precautions not to cut existing pipe, conduit, ducts, or wires serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. General - Employ only skilled workmen to perform the cutting and patching work. Except as otherwise indicated or as approved by Architect/Engineer, proceed with cutting and patching at the earliest feasible

time and complete the work without delay.

B. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review proposed cutting and patching procedures with the original installer and comply with original installer's recommendations.

1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering, and chopping. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
2. Comply with requirements of other applicable sections where cutting and patching requires excavating and backfilling.
3. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-passing and cutting, cap, valve, or plug and seal tight remaining portion of conduit and pipe to prevent entrance of moisture, vermin, or other foreign matter.

C. Patching - Patch with seams which are durable and as invisible as possible. Comply with specified tolerance, if any, for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor, wall, and ceiling surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings or materials, and ceiling finish materials and replace with new materials.

    a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

4. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
5. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through non-fire-rated floors and walls, and through finished surfaces.

D. Fire Rated Construction - Where cutting and patching is necessary in existing fire rated construction, use sealant and other fire resistive materials, products, and devices as required and acceptable by the authorities having jurisdiction to repair, patch, and otherwise restore original fire rating and integrity of construction.

3.4 CLEANING

A. Thoroughly clean area and spaces where work is performed or used as access to work. Remove completely: paint, mortar, cement, oils, putty, sealant, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishes are applied. Restore damaged pipe covering to its original undamaged condition.

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 77 00 - CLOSEOUT PROCEDURES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 PRE-CLOSEOUT MEETING

A. Pre-Closeout Meeting: Schedule and convene Pre-Closeout Meeting with Owner and Architect in accordance with Section 01 31 19, Project Meetings.

1.2 SUBSTANTIAL COMPLETION

A. The following items shall be completed before Substantial Completion will be granted:

1. Contractor's Completion List (Punch List): Submit a thorough list of items to be completed or corrected, along with a written request for Substantial Completion and for review of the Work or portion of the Work. The Architect/Engineer's Project Representative, at their discretion, may attend and assist in the preparation of the Contractor's Punch List.
2. Architect's Supplemental Punch List: The Architect/Engineer, along with the Owner at the Owner's discretion, will inspect the Work utilizing the Contractor's prepared Punch List, noting completed items and incomplete items, and will prepare a supplemental list of items that have been omitted or incomplete items that were not previously noted.
3. Operations and Maintenance Manuals: Submit as described in paragraph 1.3.
4. Final Cleaning: Provide final cleaning and adequate protection of installed construction as described in paragraph 1.6 and 1.7.
5. Starting of systems: Start up equipment and systems as described in paragraph 1.8.
6. Testing and balancing: Testing and balancing of systems must be performed and completed by Owner's forces, and the report submitted and accepted by Architect/Engineer and Owner, as described in the Contract Documents. Make adjustments to equipment as required to achieve acceptance.
7. Demonstrations: If required by individual specification sections or by Owner, provide demonstrations and instructions for use of equipment as described in paragraph 1.9.

B. Date of Substantial Completion: Complete or correct items identified on Punch List and confirm that all items have been corrected prior to Architects re-inspection. Architect/Engineer, along with the Owner, will re-inspect the corrected work to establish the Date of Substantial Completion. Incomplete items remaining will be appended to the Certificate of Substantial Completion (AIA Document G704-2017 – sample attached hereto). The Date of Substantial Completion represents day one (1) of the closeout period, and represents the date of commencement of the Contractors correctional period and all warranty periods as described and required by the Contract Documents, except as amended in the Certificate of Substantial Completion and elsewhere in the Contract Documents.

C. Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete, Architect will prepare the Certificate of Substantial Completion to be executed by the Owner and Contractor. Items on the appended Punch List shall be completed or corrected within the time limits established in the Certificate.

1.3 OPERATIONS AND MAINTENANCE MANUAL

A. As a requirement for Substantial Completion, the final Operation and Maintenance Manual shall be submitted to, and reviewed and accepted by the Architect prior to issuance of the Certificate.

B. Prepare 3-ring D-slant binder cover and spline with printed title "OPERATIONS AND MAINTENANCE MANUAL", title of project, and subject matter of binder when multiple binders are required.
C. Submit one (1) copy of preliminary Operations and Maintenance Manuals to respective consultants (Civil, MEP, Structural, etc.) for review of conformance with contract requirements prior to submitting final to Architect. Allow time for proper review.
D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
F. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and Maintenance, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

    a. Significant design criteria.
    b. List of equipment.
    c. Parts list for each component.
    d. Equipment start-up instructions
    e. Operating instructions.
    f. Maintenance instructions for equipment and systems.
    g. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:

    a. Product data.
    b. Air and water balance reports.
    c. Photocopies of warranties, certificates and bonds. Submit originals with Closeout Documents as specified below.

G. Submit one (1) final original and one (1) electronic copy to Architect.

1.4 PROJECT CLOSEOUT

A. Final Payment will not be authorized by the Architect until the Architect finds the Work acceptable under the Contract Documents, subject to the completion and acceptance of the following requirements and other applicable Contract requirements:

1. Close-out Documents: Provide bound documents as described in paragraph 1.5.
2. Record Documents: Submit as described in paragraph 1.10.
3. Extra materials: Provide extra stock, materials, and products as described in paragraph 1.11 when required by individual specification sections.
4. Locks: Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner’s personnel of changeover in security provisions.
5. Temporary Facilities: Discontinue and remove temporary facilities from the site, along with mockups, construction aids, and similar elements.
6. Warranties, Certificates and Bonds: Execute and assemble transferable warranty documents, certificates, and bonds from subcontractors, suppliers, and manufacturers as described in paragraph 1.12.

7. Final Inspection and Acceptance by Architect is achieved as described in paragraph 1.13.

1.5 CLOSEOUT DOCUMENTS

A. Coordinate the following items with the requirements of Document CB, Supplementary Conditions of the Contract.
B. Prepare 3-ring D-slant binder cover and spline with printed title "CLOSEOUT DOCUMENTS", title of project, and subject matter of binder when multiple binders are required. Submit one (1) original and two (2) copies.
C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
D. The close-out documents shall be neatly organized and easily useable as determined by the Architect and Owner. Separate Close-out Documents binders from Operations and Maintenance Manuals. Documents identified as "affidavit" shall be notarized.
E. Contents: Prepare Table of Contents for each volume, with each item description identified, typed on white paper, in five (5) parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers. All General Contractor's vendors/suppliers and subcontractors that provided materials or performed any work related to this project must be listed on this form. Submit Final List of Subcontractors on Document AD.
2. Part 2: Closeout Documents and Affidavits, include the following:

    a. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims" (attached hereto).
    b. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens" (attached hereto).
    c. AIA Document G707-1994, "Consent of Surety to Final Payment" (attached hereto).
    d. Subcontractor's Release of Lien: Include contractor's, subcontractor's and direct material and equipment supplier's separate final releases. Submit on attached **Close-out Form "A"** - Affidavit of Subcontractor's Release of Lien.

3. Part 3: Project documents and certificates, including the following:

    a. Copy of Certificate of Substantial Completion (AIA Document G704-2017).
    b. Copy of All Permits.
    c. Copy of Final Utility Bill or letter of transfer.
    d. Copy of Certificate of Occupancy.
    e. Hazardous Material Certificate: Submit on attached **Close-out Form "B"**. Affidavits from Contractor, Subcontractors and General Contractor's vendors or suppliers stating that no hazardous materials/products have been used or installed in this project.

4. Part 4: Warranties, compile sequentially based on specification sections:

    a. General Contractor's Warranty: Submit on company letterhead as described below. This Warranty shall state all sections of Work performed by General Contractor's own forces, and warranty period for each section of Work.
    b. Subcontractor's Warranty: notarized and submitted on attached **Close-out Form "C"**. This Warranty shall state all sections of Work performed by the subcontractor and warranty period.

5. Part 5: Receipts:

a. Extra Stock: Provide original receipts for delivery of “Extra Stock” items as described below, (if applicable). Receipts must be signed by an authorized Owner’s representative.
b. Keys: Provide original receipts for delivery of “Keys”, (if applicable). Receipts must be signed by an authorized Owner’s representative.

F. In addition to the three (3) required close-out binders listed above, provide Architect with one (1) separate binder for their records containing the following:

1. Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. all MSDS sheets for the project.
3. all warranties from Contractor, subcontractors, direct suppliers, and manufacturers.

G. Failure to complete and close-out project after substantial completion may result in liquidated damages being assessed to the Contractor. Refer to Conditions of the Contract for additional requirements and liquidated damages.

1.6 FINAL CLEANING

A. Execute final cleaning prior to final project inspection and acceptance.
B. Clean interior and exterior glass, and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces, mop hard floor surfaces.
C. Remove smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces
D. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
E. Clean and replace filters of operating equipment as required by Contract Documents
F. Clean debris from roofs, gutters, downspouts, and drainage systems.
G. Clean site; sweep paved areas, rake clean landscaped surfaces.
H. Remove waste and surplus materials, rubbish, and temporary construction facilities from site.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections until Work is accepted by Architect and Owner.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.8 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.
B. Notify Architect/Engineer and Owner 48 hours prior to start-up of each item.
C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified electrical characteristics agree with those required by

equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.
F. Execute start-up under supervision of Contractors' personnel, and installer in accordance with manufacturers' instructions.
G. When specified in individual specification sections or required by manufacturer, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
H. When specified in individual specification sections or required by Owner or Architect/Engineer, submit a written report in accordance with Section 01300, Submittal Procedures, that equipment or system has been properly installed and is functioning correctly.

1.9 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel a minimum of 48 hours prior to date of Final Completion in accordance with Owner’s requirements.
B. Demonstrate Project equipment instructed by qualified manufacturer’s representative who is knowledgeable about the Project and equipment.
C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
D. Utilize maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel to explain all aspects of operation and maintenance.
E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment.
F. Prepare and insert additional data in maintenance manuals when need for additional data becomes apparent during instruction.
G. Review and verify proper star-up and operation of equipment prior to scheduling demonstrations with Owner.

1.10 PROJECT RECORD DOCUMENTS

A. Project Record Documents, as described in Section 01 7839, shall be submitted at Project Closeout. Final Payment will not be authorized by the Architect until final review and acceptance by Architect and Engineers is achieved in accordance with the Owners requirements.
B. At the Contractors request, and with associated fee, Architect may provide electronic versions of the construction drawing and specification files for Contractors use, subject to the terms and conditions of Architects standard electronic document transfer agreement.
C. Submit reproducible to respective consultants (Civil, Structural, MEP, etc.) for review. Consultant will mark-up corrections and return to Contractor for final revisions. Make final revisions prior to submitting to Architect.

    1. Format: One (1) set of paper copy on Bond paper to the Owner and Architect.
    2. In addition, provide the Owner and Architect with one (1) set of Record Drawings on a non-rewritable CD.

1.11 EXTRA STOCK, MATERIALS AND MAINTENANCE PRODUCTS

A. Furnish extra stock, maintenance, and extra products in quantities specified in individual specification sections.
B. Deliver to Project site and place in location as directed by Owner; obtain signed receipt from Owner’s authorized representative prior to final application for payment. Delivery of materials to, or obtaining receipt from anyone other than Owner’s authorized representative may constitute breach of this requirement and may require delivery of additional materials at no cost to the Owner if original materials are misplaced.

C. Include signed receipts for delivery of extra stock and materials, including keys, with Closeout Documents.

1.12 WARRANTIES, CERTIFICATES AND BONDS

A. Definitions:

1. Standard Product Warranties: preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties: written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide coverage of specific defects, or both.

B. In accordance with the general warranty obligations under Paragraph 3.5 of the General Conditions as amended by the Supplementary Conditions, the General Contractor's warranty shall be for a period of one (1) year following the date of Substantial Completion, hereinafter called the one-year warranty period. The Contractors one-year general warranty shall include all labor, material and delivery costs required to correct defective material and installation. This warranty shall not limit the Owner’s rights with respect to latent defects, gross mistakes, or fraud.

C. The Contractor’s one-year warranty shall run concurrently with the one (1) year period for correction of Work required under Paragraph 12.2 of the General Conditions.

D. In addition to the Contractors one-year warranty, Special Warranties as described in individual specifications sections, shall extend the warranty period for the period specified without limitation in respect to other obligations which the Contractor has under the Contract Documents.

E. Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve the suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

F. Warranty Requirements:

1. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. When Work covered by a warranty has failed and been corrected by replacement or reconstruction, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
4. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or designated portion of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

G. Compile copies of each required warranty properly executed by the Contractor and the subcontractor, supplier, or manufacturer. Verify documents are in proper form, contain full

information, and are notarized. Co-execute warranties, certificates and bonds when required and include signed warrantees with Closeout Documents submitted to the Architect.

1.13 FINAL COMPLETION AND FINAL PAYMENT

A. Final Notice and Inspection:

1. When all items on the Punch List have been corrected, final cleaning has been completed, and installed work has been protected, submit written notice to the Architect that the Work is ready for final inspection and acceptance.
2. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect and Engineer will make final inspection.

B. Final Change Order: When the Project Closeout items described above are successfully completed and the Work is found acceptable to Architect/Engineer and Owner, a Final Change Order will be executed. This Change Order will include any Allowance adjustments as required by the Contract Documents.

C. Final Application for Payment: When all of the above items are successfully complete, submit to the Architect a final Application for Payment and request for release of retainage.

D. Release of Retainage: Release of retainage will not be authorized by the Architect until Contractor completes all requirements for close-out to the satisfaction of the Owner and Architect as described herein.

1.14 TERMINAL INSPECTION

A. Immediately prior to expiration of the one (1) year period for correction of the Work, the Contractor shall make an inspection of the work in the company of the Architect and the Owner. The Architect and the Owner shall be given not less than ten a (10) day notice prior to the anticipated date of terminal inspection.

B. Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner, even if the date of completion of the corrective work may extend beyond the expiration date of the correction period.

C. The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner nor the replacement of parts necessitated by normal wear in use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (See Attached)

END OF SECTION

CLOSE-OUT FORM "A"

SUBCONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

STATE OF _____
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, deposes and says:

1. That he / she is the _____ of _____, the subcontractor who supplied, installed, and /or erected the work described below, and that, he /she is duly authorized to make this Affidavit and Subcontractor Release:

   Project: _____

   Owner: _____ Architect: _____

   Work Performed: _____ Specification Section(s): _____

2. That all work required under the subject subcontractor of the subject construction project has been performed in accordance with the terms thereof, that all material men, sub-subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of said subcontractor which have not been paid and satisfied in full.

3. That to the best of his / her knowledge and belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-subcontractors, or the public at large arising out of the performance of said subcontract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.

4. That he / she has received full payment of all sums due him / her for materials furnished and services rendered by the undersigned in connection with the performance of said subcontract and has and does hereby release the Owner and the Architect and his consultants and the Contractor from any and all claims of any character arising out of or in any way connected with performance of said subcontract.

ATTEST (If Corporation) _____
Name of Subcontractor

_____ _____
Secretary (By) (Title)

JURAT

STATE OF _____
COUNTY OF _____
Sworn to and subscribed before me on this _____ day of _____, 20___.

_____
(Seal) (Notary Public Signature)

CLOSE-OUT FORM "B"

SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

STATE OF _____ PROJECT: _____

COUNTY OF: _____ OWNER: _____

ARCHITECT:

SPECIFICATION SECTION(S):

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, deposes and says that he / she is the

_____of_____ the subcontractor / supplier who constructed or provided the section(s) of work referenced above, and that he / she is duly authorized to certify to the best of his / her information, knowledge, and belief no asbestos, lead or PCB containing products have been incorporated into the project.

ATTEST (If Corporation) _____
Name of Subcontractor / Supplier

_____ _____
Secretary (By) (Title)

JURAT

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20___.

_____
(Seal) (Notary Public Signature)

CLOSE-OUT FORM "C"

SUBCONTRACTOR WARRANTY

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, deposes and says:

1. That he / she is the Subcontractor (or the____of__ the subcontractor) who supplied, installed, and / or erected the work described below, and that, he / she is duly authorized to make this Subcontractor Warranty:

   Project: _____

   Owner: _____ Architect: _____

   Work Performed: _____ Specification Section(s): _____

2. The undersigned Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Subcontractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Contractor, Owner or Architect.

4. The Subcontractor warrants the work performed for a period of _____ months from the date of Substantial Completion, except as follows:_____

ATTEST (If Corporation) _____
Name of Subcontractor

_____ _____
Secretary (By) (Title)

JURAT

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

_____
(Seal) (Notary Public Signature)

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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Sample

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.
   Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Sample

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Sample

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and one of file prints.
3) Submit record digital data files and one set of plots.
4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit three paper-copy sets of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and three sets of prints.
3) Print each drawing, whether or not changes and additional information were

recorded.

c. Final Submittal:

1) Submit one paper-copy set of marked-up record prints.
2) Submit record digital data files and three sets of record digital data file plots.
3) Plot each drawing file, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy annotated PDF electronic files and directories of each submittal.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Work Change Directive.

k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

a. See Division 01 Section "Submittal Procedures" for requirements related to use of Architect's digital data files.
b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

DIVISION 02 00 00 EXISTING CONDITIONS

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. In accordance with pertinent provisions of this Section, carefully demolish and remove from the site those items scheduled to be so demolished and removed.
B. Related work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
   2. Section 01 73 29: Cutting and patching.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01 66 00.

1.4 GENERAL REQUIREMENTS

A. Furnish all labor, materials, tools, and equipment necessary to complete all removal work as indicated on drawings and as specified herein.
B. Work shall include, but is not limited to, the following:
   1. Removal of Site items (paving, sidewalks, curb and gutters, signs, flagpole, etc.).
   2. Removal of building elements (stucco, insulation, foundation, structure, roof, roof accessories, HVAC systems, etc.).
   3. Removal of interior building elements (doors, windows, storefronts, floor finishes, plumbing, electrical, mechanical, equipment, millwork items, ceilings, etc.).
C. All debris of any kind accumulated from the work of this Section shall be disposed off of the site in a legal manner. Do not allow debris to enter sewer. Do not pile debris endanger structure or block roadways or become a nuisance to staff and members.
D. Burning of any debris on site will not be permitted.
E. Permits, Notices, etc.:
   1. The Contractor (The Contractor means the General Contractor or Demolition Contractor) shall secure and pay for all necessary permits or certificates that may be required in connection with the work.
   2. The Contractor shall serve proper notices and consult with the Architect/Engineer regarding any temporary disconnections of electrical service or other utility lines in the area which may interfere with the removal work, and all such lines where necessary shall be properly disconnected or relocated before commencing with the work.
   3. The Contractor shall pay the waste disposal charges for use of landfills. All expenses for landfills shall be the complete responsibility of the Contractor.
F. Protection: Throughout the work, protection shall be provided for all roads, walks, property, buildings, etc. Safe working conditions shall be always maintained for all personnel, and temporary barricades shall be provided and maintained.
G. Noise and Dust Abatements: take appropriate action to prevent undue noise and spread of dust to occupied portions of the building, and to avoid the creation of nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding or pollution. Comply with all dust and

noise regulations imposed by local or federal codes

H. Protection: Protect existing work that is to remain in place, that is to be reused, or that is to remain the property of the Owner. Repair items damaged during performance of the work or replace with new. Do not overload structural elements. Provide new supports or reinforcement for existing construction weakened by demolition or removal work.

I. Protection of Personnel: Where Owner's staff safety is endangered in the area of selective demolition, use barricades. Notify the Architect/Engineer prior to beginning any such work.

J. Obvious conditions, which exist on the site shall be accepted as part of the work even though it may not be clearly indicated on the drawings and/or described herein or may vary there from.

K. The Contractor shall comply with pollution control regulations and safety codes.

L. Codes and Standards: The Contractor shall comply all applicable State, City, and County codes having jurisdiction.

M. Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The Contractor shall ensure that all materials and equipment incorporated into the project is asbestos free.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 DEMOLITION

A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.

B. In company with the Architect/Engineer, visit the site and verify the extent and location of selective demolition required.
   1. Carefully identify limits of selective demolition.
   2. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.

C. Prepare and follow an organized plan for demolition and removal of items.
   1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirement of the public agency or utility having jurisdiction.
   2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
   3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

D. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site, unless indicated otherwise in the drawings or specs.

E. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

3.3 REPLACEMENTS

A. In the event that any surrounding areas, equipment, fixtures, etc., which are not scheduled for removal should become damaged due to work performed under this Section or failure on the part of the Contractor to provide the necessary protection, the Contactor shall repair or replace damaged items to the satisfaction of the Architect/Engineer and at no additional cost to the Owner.

3.4 CLEAN-UP

A. From day to day, and to the completion of removal work, remove from the site all rubbish, debris, fines, etc. accumulated from this work and leave the area neat and clean to the satisfaction of the Architect/Engineer.

END OF SECTION

DIVISION 03 00 00 CONCRETE

SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
B. Related work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

A. Product data: Submit data for non-proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
B. Shop Drawings; Reinforcement: Submit original shop drawings prepared by registered Professional Engineer for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
C. Secure concrete mix designs from the testing laboratory in accordance with provisions of Section 01410 and submit to the Architect for review and approval.
D. Distribute approved mix designs to testing laboratory, batch-plant, job site, and governmental agencies having jurisdiction.

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with
the specified requirements and the methods needed for proper performance of the work of this Section.
B. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified: ACI 301 "Specifications for Structural Concrete for Buildings:. ACI 318 "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".
C. Provide access for, and cooperate with, the inspector and testing laboratory described in Section 01410 of these Specifications.
D. Do not commence placement of concrete until mix designs have been reviewed and approved by the Architect and all governmental agencies having jurisdiction, and until copies of the approved mix designs are at the job site and the batch plant.
E. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01620.

PART 2 - PRODUCTS

2.1 FORMS

A. Forms for Exposed Finish Concrete: Plywood, metal, metalframed plywood faced, or other acceptable

panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

B. Use plywood complying with U.S. Product Standard PS-I "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
C. Forms of Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
D. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
E. Design, erect, support, brace, and maintain formwork so it will safely support vertical and lateral loads which might be applied until such loads can be supported safely by the concrete structure.
F. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished structure.

2.2 MOISTURE BARRIER

A. Where so indicated on the Drawings, provide a moisture barrier consisting of:
   1. Four inches of clean dry sand, evenly spread as a cushion;
   2. "Visqueen" or equal 6 mil thick plastic sheeting, with all joints taped and sealed in allowance with ASTM E154;
   3. Two inches of clean dry sand, evenly spread on top of the installed plastic sheeting.

2.3 REINFORCEMENT

A. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications. Comply with the following as minimums:
   1. Bars: ASTM A615, grade 60 unless otherwise shown on the Drawings, using deformed bars for number 3 and larger;
   2. Welded wire fabric: ASTM A185; stirrups to be grade-40.
   3. Bending: ACI 318.
B. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
C. Comply with the following as minimums:
   1. Bars: ASTM A615, grade 60 unless otherwise shown on the Drawings, using deformed bars for number 3 and larger;
   2. Welded wire fabric: ASTM A185;
   3. Bending: ACI 318.
D. Do not use reinforcement having any of the following defects:
   1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances;
   2. Bends or kinks not indicated on the Drawings or required for this Work;
   3. Bars with cross-section reduced due to excessive rust or other causes.

2.4 CONCRETE

A. Comply with the following as minimums:
   1. Portland cement: ASTM C150, type I, "Capitol Cement", or equal.
   2. Use one brand of cement throughout project, unless otherwise acceptable to the Architect.
   3. Fly Ash: ASTM C613, Type C or Type F.
   4. Aggregate, general:
      a. Normal Weight Aggregates: ASTI C33, and as herein specified. Uniformly graded and clean. Provide aggregates from a single source for exposed concrete;
      b. Do not use aggregate known to cause excessive shrinkage.
   5. Aggregate, coarse: Crushed rock or washed gravel with minimum size between 3/4" and 1-1/2", and with a maximum size number 4.
   6. Aggregate, fine: Natural washed sand of hard and durable particles varying from fine to particles

passing a 3/8" screen, of which at least 12% shall pass a 50-mesh screen.

7. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
8. Local aggregates not complying with ASTM C33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Architect.
9. Water: Clean and potable.
10. Water-Reducing Admixture: ASTM C494, Type A, and containing not more than 0.1 percent chloride ions.
11. Available products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    "WRDA Hycol"; W.R. Grace.
    "PSI N"; Gifford-Hill/American Admixtures
    "Eucon WR-75"; Euclid Chemical Co.
    "Pozzolith Normal"; Master Builders.
    "Plastocrete 160"; Sika Chemical Corp.
    "Chemtard"; Chem-Masters Corp.
    "Pro-Krete-N"; Protex Industries, Inc.
12. Water-Reducing. Non-Chloride Accelerator Admixture: ASTM C494, Type E, and containing not more than 0.1 percent chloride ions.
13. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    "Accelguard 80"; Euclid Chemical Co.
    "Pozzolith High Early"; Master Builders.
    "Gilco Accelerator"; Gifford-Hill/American Admixtures.
14. Water-Reducing Retarding Admixture: ASTM C494, Type D, and containing not more than 0.1 percent chloride ions.
15. Available products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    "Edoco 20006"; Edoco Technical Products.
    "Pozzolith Retarder"; Master Builders.
    "Eucon Retarder 75"; Euclid Chemical Co.
    "Daratard"; W.R. Grace.
    "PSI R"; Gifford-Hill/American Admixtures.
    "Plastiment"; Sika Chemical Co.
    "Protard"; Protex Industries, Inc.
16. Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

B. Provide concrete with the compressive strengths shown on the Drawings. When such strengths are not shown on the Drawings, provide the following as minimums:
    1. Concrete footings and belled caissons.....4000 psi
    2. Concrete walls.....3000 psi
    3. Concrete walks and slabs on grade.....3000 psi

2.5 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

3. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FORMS

3. Design erect, support, bracer and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.

B. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3.3 VAPOR RETARDER INSTALLATION

A. Following leveling and tamping of granular base for slabs on grade, place vapor retarder sheeting with longest dimension parallel with direction of pour.

B. Lap joints 6” and seal with appropriate tape.

3.4 REINFORCING

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials, which reduce bond or destroy bond with concrete.

B. Avoid cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
E. Install welded wire fabric in as long lengths as practicable. Lap adjoing pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
F. Unless otherwise shown on the Drawings, or required by governmental agencies having jurisdiction, lap bars 24 diameters minimum.

3.5 MIXING CONCRETE

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
B. Limit use of fly ash to not exceed 25 percent of cement content by weight.
C. Submit written reports to Architect and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by the Architect.
D. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules: 3000 psi 28-day compressive strength; W/C ratio, 0.58 maximum (non-air-entrained), 0.48 maximum (air-entrained).
E. Adjustment to Concrete Mixes:
Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by the Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.
F. Admixtures:
    1. Use water-reducing admixtures in concrete as required for placement and workability.
    2. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F (10 degrees C).
    3. Use high-range water-reducing admixture in pumped concrete, concrete for industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water/cement ratios below 0.50.
G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows: Ramps, slabs, and sloping surfaces: Not more than 5". Reinforced foundation systems: Not less than 3" and not more than 5". Other concrete: Not less than 3" not more than 5". If using MRWR slump should not exceed 9".
H. Ready-Mix Concrete: Comply with requirements of ASTM C94, and as herein specified.
I. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required.
J. Transit mix the concrete in accordance with provisions of ASTI C94.
K. Mixing water:
    1. At the batch plant, withhold 2-1/2 gal of water per cu yd of concrete.
    2. Upon arrival at the job site, add all or part of the withheld water (as required for proper slump) before the concrete is discharged from the mixer.
    3. Mix not less than five minutes after the withheld water has been added, and not less than one minute of that time immediately prior to discharge of the batch.
    4. Unless otherwise directed, provide 15 minutes total mixing time per batch after first addition of water.
L. Do not use concrete that has stood for over 30 minutes after leaving the mixer, or concrete that is not placed within 60

minutes after water is first introduced into the mix.

3.6 JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate as required to limit areas between to less than 5000 square feet and to not provide pours between joints greater than 75 feet long in any direction and so as not to impair strength and appearance of the structure, as acceptable to Architect.
   1. Do not use horizontal construction joints except as may be shown on the Drawings.
   2. If additional construction joints are found to be required, secure the Architect's approval of joint design and location prior to start of concrete placement.

B. Expansion joints:
   1. Do not permit reinforcement or other embedded metal items that are being bonded with concrete (except dowels in floors bonded on only one side of the joints) to extend continuously through any expansion joint.
   2. Fill expansion joints full depth with expansion joint material approved by the Architect.

3.7 EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

C. Do not embed piping, other than electrical conduit, in structural concrete.
   1. Locate conduit to maintain maximum strength of the structure.
   2. Increase the thickness of the concrete if the outside diameter of the conduit exceeds 30% of the thickness of the concrete.

D. Set bolts, inserts, and other required items in the concrete, accurately secured so they will not be displaced, and in the precise locations needed.

3.8 FORM SURFACES

A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.9 CONCRETE PLACEMENT

A. Pre-placement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing, steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Remove foreign matter accumulated in the forms. Rigidly close openings left in the formwork. Moisten wood forms immediately before placing concrete where form coatings are not used. Use only clean tools.

B. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
C. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.
D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
E. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
F. Consolidate placed by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
G. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
H. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
I. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
J. Bring slab surfaces to correct level with straightedge and Strike-off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
K. Maintain reinforcing in proper position during concrete placement operations.
L. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
M. When air temperature has fallen to or is expected to fall below 40 degrees F (4 degreed C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 60 degrees F (10 degrees C), and not more than 80 degrees F (27 degrees C) at point of placement.
N. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
O. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
P. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
Q. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F (32 degrees C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
R. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
S. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
T. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

3.10 FINISH OF FORMED SURFACES

A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other

construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, such as waterproofing, damproofing, veneer plaster, painting, or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth finish treatment, not later than one day after form removal.

D. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

3.11 MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

B. After placing slabs, plane surface to tolerances for floor flatness (Ff) of 24 and floor levelness (Fl) of 25 or greater. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

C. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

D. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Slab surface tolerance shall have a minimum Floor Flatness (Ff) 24 and Floor levelness (Fl) of 25 or greater. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

E. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.

F. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of Ff 24 - Fl 25. Grind smooth surface defects which would telegraph through applied floor covering system.

G. Trowel and Fine Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

H. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

I. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.12 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in

accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

D. Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs as follows: Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.
F. Sealer and Dustproofer: Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

3.16 REMOVAL OF FORMS:

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

3.14 RE-USE OF FORMS:

A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and latance, and tighten forms to close joints. Alight and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

3.15 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-In: File-in holes and opening left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

3.16 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.
B. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular o the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
C. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
D. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities,

cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

E. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
F. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
G. Repair finished unformed surfaces than contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
H. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
I. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.
J. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
K. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
L. Perform structural repairs with prior approval of Architect or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
M. Repair methods not specified above may be used, subject to acceptance of Architect.

3.17 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. The Owner shall employ a testing laboratory to perform tests and to submit test reports.
B. Sampling and testing for quality control during placement of concrete may include the following, as direct by Architect.
C. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
    1. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
    2. Air content: ASTM C 173, volumetric method for light-weight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
    3. Concrete Temperature: Test hourly when air temperature is 40 deg F (4 deg C) and below, and when 80 deg F (27 deg C) and above; and each time set of compression test specimens made.

4. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
5. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

D. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

E. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

F. Test results will be reported in writing to Architect, Structural Engineer and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

G. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

H. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

END OF SECTION

DIVISION 06 00 00 WOOD, PLASTICS, & COMPOSITES

SECTION 06 13 33 HEAVY TIMBER PIER CONSTRUCTION

PART 1 - GENERAL

1.1 REFERENCES

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA A3
(2015) Standard Method for Determining Penetration of Preservatives and Fire Retardants

AWPA M4
(2015) Standard for the Care of Preservative-Treated Wood Products

AWPA M6
(2013) Brands Used on Preservative Treated Materials

AWPA P1/P13
(2016) Standard for Creosote Preservative

AWPA P2
(2016) Standard for Creosote Solutions

AWPA P34
(2014) Standard for Copper Naphthenate, Waterbone (CuN-W)

AWPA P5
(2015) Standard for Waterborne Preservatives

AWPA T1
(2017) Use Category System: Processing and Treatment Standard

AWPA U1
(2017) Use Category System: User Specification for Treated Wood

ASTM INTERNATIONAL (ASTM)

ASTM A1023/A1023M
(2015) Standard Specification for Stranded Carbon Steel Wire Ropes for General Purposes

ASTM A123/A123M
(2017) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A153/A153M
(2016) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM D25
2012; R2013) Standard
Specification for Round Timber Piles

ASTM A307

(2014; E 2017) Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength

ASTM D5643/D5643M
(2012) Standard Specification for Coal Tar Roof Cement, Asbestos Free

WESTERN WOOD PRESERVERS INSTITUTE (WWPI)

WWPI Mgt Practices
(1996; R 2011) Best Management Practices for the Use of Treated Wood in Aquatic and Wetland Environments

1.2 SUBMITTALS

A. Shop Drawings
   1. Pier Timberwork: Submit drawings of treated timber showing dimensions of cut, framed, or bored timbers.
B. Test Reports
   1. Preservative Treatment - Pier Timberworks; The Contractor must provide the inspection report of an independent inspection agency that offered products comply with applicable AWPA standards.
   2. Delivery Inspection List
C. Certificates
   1. Pesticide Applicator: Company Self-Certification
   2. Best Management Practices (BMPs)

1.3 DELIVERY, STORAGE, AND HANDLING

A. Handle and store piles in accordance with AWPA M4
B. Open-stack untreated timber and lumber material on skids at least 12 inches above ground, in a manner that will prevent warping and allow shedding of water. Close stack treated timber and lumber material in a manner that will prevent long timbers or pre-framed material from sagging or becoming crooked. Keep ground under and within 5 feet of such piles free of weeds, rubbish, and combustible materials. Protect materials from weather. Handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect timber and hardware from damage.

1.4 QUALITY ASSURANCE

A. Preservative Treatment - Pier Timberworks
   The Contractor must be responsible for the quality of treated wood products. The Contractor must provide the architect/engineer with the inspection report of an independent inspection agency certifying that the offered products comply with applicable AWPA standards. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee. Inspect all preservative-treated wood visually to ensure there are no excessive residual materials or preservative deposits. Material must be clean and dry, or it will be rejected because of environmental concerns.
B. Provide Safety Data Sheets (SDS) and Consumer Information Sheets (CIS) associated with timber pile preservative treatment. Contractor must comply with all safety precautions indicated on SDS and CIS.
C. Delivery Inspection List
   Field inspect and submit a verification list of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood. Do not incorporate materials damaged in transport from plant to site. Inspect all preservative-treated wood, visually to ensure there are no excessive residual materials or preservative deposits. Material must be clean and dry, or it will be rejected due to environmental concerns.
D. Regulatory Requirements

1. Pesticide Applicator: Company Self-Certification. Provide a statement signed by the responsible site supervisor or higher company representative, certifying that the contractor will comply with all pesticide label instructions. The certification should identify by name all individuals (applicators) who will be working with wood preserving pesticide products on site.
2. Best Management Practices (BMPs): The producer of the treated wood products must provide certification that WWPI Mgt Practices for the use of Treated Wood in Aquatic and Wetland Environments were utilized including a written description and appropriate documentation of the BMPs utilized.
3. As part of the BMPs for CCA treated pier timberwork, certification must be provided that documents that the Chromotropic Acid Test (AWPA A3- Methods for Determination of the Presence of Hexavalent Chromium in Treated Wood) was performed on the timber and adequate fixation of the CCA treatment has been achieved prior to installation.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber and Timbers
Provide solid sawn lumber and timbers of stress-rated Southern Pine, Douglas Fir-Larch, or Red Pine with a stress rating of 50 MPa and identified by the grade mark of a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent inspection agency must be certified by the Board of Review, American Lumber Standards Committee, to grade the species used. For secondary members use lumber or timbers rated No.1 or better. Use commercial grade lumber for decking members.

B. Preservative Treatment
1. Based on AWPA's Use Category System (UCS) wood and wood products not exposed to salt or brackish water must fall under one of five Use Categories:

UC3A ABOVE GROUND Protected

UC3B ABOVE GROUND Exposed

UC4A GROUND CONTACT General Use

UC4B GROUND CONTACT Heavy Duty

UC4C GROUND CONTACT Extreme Duty

Use Category selections must be based on biodegradation hazard and product service life expectations for specific products and exposure conditions. Refer to AWPA's U1, Commodity Specification A: Sawn Lumber Products to determine preservative type, minimum preservative penetration, and retention requirements based on wood species and Use Category.

Fabricate lumber and timbers before preservative treatment. Each piece of treated lumber or timber must be branded, by the producer, in accordance with AWPA M6. The type of preservative, retention, and penetration must be based on Use Category and species and in accordance with AWPA U1 and AWPA T1. The Contractor must be responsible for the quality of treated wood products.

For wood not in contact with brackish water, salt water, or saltwater splash, treatment must be in accordance with AWPA U1 Commodity Specification A: Sawn Products with water-borne preservative (AWPA P5) except that chromated zinc chlorides, pentachlorophenol-ammoniacal systems, and alkyl ammonium compounds will not be allowed.

C. Field Treatment

Piles must be field treated in accordance with AWPA M4. All cuts, holes and injuries such as holes from removal of spikes or nails which may penetrate the treated zone must be field treated with copper naphthenate conforming to AWPA P34 and coal-tar roofing cement conforming to ASTM D5643/D5643M.

1. Hardware
Pile hardware must consist of bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other fastenings. Bolts and nuts must conform to ASTM A307. Provide cast-iron ogee, malleable iron washers, or plate or cut washers where indicated. Provide bolts with washers under nut and head. Provide timber connectors and other metal fastenings of type and size indicated. Hot-dip galvanize all hardware specified or indicated in accordance with ASTM A123/A123M or ASTM A153/A153M, as applicable.
2. Wire Rope and Fittings
All wire ropes must be zinc coated in accordance with ASTM A1023/A1023M. Provide clips or clamps of zinc-coated steel.

PART 3 EXECUTION

3.1 INSTALLATION

A. Framing
Cut and frame lumber and timber so that joints will fit over contact surface. Secure timbers and piles in alignment. Open joints are unacceptable. Shimming is not allowed. Drill holes for drift pins and dowels with a bit 1/16 inch less in diameter than the pin or dowel. Drill holes for truss rods or bolts with a bit 1/16 inch larger in diameter than rod or bolt. Drill holes for lag screws in two parts. Make lead hole for shank the same diameter as shank. Make lead hole for the threaded portion approximately two-thirds of the shank diameter. Drill holes in small timbers for boat or wire spikes with a bit of the same diameter or smallest dimension of the spike to prevent splitting. Counterbore for countersinking wherever smooth faces are indicated or specified.

B. Posts and Timbers
Provide even bearing for sills on mudsills, piles, or pedestals. Drift bolt sills to mudsills, piles, or pedestals with bolts of at least 3/4-inch diameter that extend into mudsills, piles, or pedestals at least 6 inches. Cast dowels or bolts into concrete pedestals. When indicated, remove earth from contact with sills to provide for free air circulation. Saw posts for framed bents to proper length (vertical or batter) and provide even bearing on pedestals or sills. Fasten posts to sills with dowels of at least 3/4-inch diameter extending at least 6 inches into posts.

C. Bracing
Align bents before bracing is placed. Provide bracing of sufficient length to provide a minimum distance of 8 inches between outside bolt and end of brace. Bracing and girts must bear firmly against piles or timber to which secured. Place fillers to avoid bending the bracing more than 1 inch out of line when bracing bolts or other fastenings are drawn up tight. Built-up fillers will not be permitted. Make filler a single piece of the same treated lumber as that in the brace, with a width of at least 6 inches and a length of at least 12 inches. Bolt ends of bracing through pile, post, or cap with a bolt of at least 3/4-inch diameter. Bolt or boat spike intermediate intersections as indicated.

D. Caps
Prior to placing caps, treat tops of posts or piles with copper naphthenate per AWPA M4. Place timber caps to secure bearing over tops of supporting posts or piles and to secure even alignment of their ends. Secure caps by drift bolts of at least 3/4-inch diameter extending at least 9 inches into posts or piles. Place drift bolts in the center of pile or post.

E. Stringers
Place crown up and, if possible, the better edge of deck stringers down. Tops of stringers must not vary from a plane more than will permit bearing of the floor on stringers. Butt-joint and splice outside stringers but lap interior stringers to take bearing over full width of cap or floor beam at each end. Break joints if stringers cover two spans. Toenail or drift bolt stringers as indicated. Stringers may be of sufficient length to cover two spans, except on sharp horizontal curves. Between stringers, frame

and toenail cross-bridging or solid-bridging at each end with at least two nails for cross-bridging and four nails for solid-bridging. Make size and spacing of bridging as indicated.

F. Decking
Make decking of a single thickness of plank supported by stringers or joists. Unless otherwise indicated, lay plank with heart side down and with tight joints. Spike each plank to each joist or nailing strip with at least two spikes. Provide spikes at least 4 inches greater than the thickness of plank. Place spikes at least 2-1/2 inches from edges of the plank. Cut ends of planks parallel to center line of pier. Grade planks as to thickness and lay so that adjacent planks vary less than 1/16 inch

G. Wheel Guard and Railing
Lay wheel guards in sections at least 12 feet long; bolt through floor plank and through outside stringer or nailing piece with 3/4-inch bolts spaced 4 feet or less apart. Bevel wheel guards on pier side as shown. Provide wheel guard material surfaced on four sides (S4S) on the top edge and pier side. Provide surfaced (S4S) material for railings.

H. Fastening
Vertical bolts must have nuts on the lower end. Where bolts are used to fasten timber to timber, timber to concrete, or timber to steel, bolt members together when they are installed and retighten immediately prior to final acceptance of contract. Provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening. as recommended by the manufacturer. Force toothed-ring and spike-grid connectors and clamping plates into the contact surfaces of timbers joined by means of proper pressure tools; at joints, embed connectors of these types simultaneously and uniformly.

3.2 FIELD TREATMENT

A. Pier Timberwork
Field treat all cuts, holes, bevels, notches, refacing, abrasions, and injuries such as abrasions or holes from removal of spikes or nails made in the field in treated piles or timbers in accordance with AWPA M4, SDS and CIS. Trim cuts and abrasions before field treatment. Depressions or openings around bolt holes, joints, or gaps including recesses formed by counterboring must be field treated with copper naphthenate conforming to AWPA P34; and after bolt or screw is in place, fill with coal-tar roofing cement conforming to ASTM D5643/D5643M.

B. Piling and Post Protection
After driving is completed, all piles must be "headed" or cut off normal at the cutoff elevation. Headed treated piles, including those to be capped with concrete, must be treated with copper naphthenate per AWPA M4. Piles driven in locations where they are constantly subject to water spray must be given this treatment immediately after they are cut off and before the cutoff surface has been wetted. Seal ends with a heavy application of coal-tar pitch or other appropriate sealer.

Cutoffs must become the property of the Contractor and must be removed at his expense.

C. Galvanized Surfaces
Repair and recoat zinc coating which has been field or shop cut, burned by welding, abraded, or otherwise damaged to such an extent as to expose the base metal. Thoroughly clean the damaged area by wire brushing and remove traces of welding flux and loose or cracked zinc coating prior to painting. Paint cleaned area with two coats of zinc oxide-zinc dust paint conforming to MIL-P-21035. Compound paint with a suitable vehicle in a ratio of one part zinc oxide to four parts zinc dust by weight.

END OF SECTION

DIVISION 13 00 00 SPECIAL CONSTRUCTION

SECTION 13 28 70 – KAYAK RAMP

PART 1 - GENERAL

1.1 SUMMARY

A. Design and fabrication of a floating dock and kayak boarding and launch ramp.
B. Material shall comply with the following standards:
   1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   2. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and tubes.
   3. ASTM B308/308M Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
B. Codes and Standards: Design, fabrication, and installation shall be in accordance with enforced edition of the International Building Code by the Authority Having Jurisdiction and other applicable code requirements.
C. Manufacturer Qualifications: Minimum of 10 years in the design and manufacture of kayak ramps.
D. Manufacturer's Installer Qualifications: Employ persons trained and experienced in the installation of kayak ramps

1.3 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01 66 00.

1.4 GENERAL REQUIREMENTS

A. Furnish all labor, materials, tools, and equipment necessary to complete the work as indicated on drawings and as specified herein.
B. Permits, Notices, etc.:
   1. The Contractor (The Contractor means the General Contractor or Kayak Ramp Contractor) shall secure and pay for all necessary permits or certificates that may be required in connection with the work.
C. Protection: Throughout the work, protection shall be provided for all roads, walks, property, buildings, etc. Safe working conditions shall be always maintained for all personnel, and temporary barricades shall be provided and maintained.
D. Obvious conditions, which exist on the site shall be accepted as part of the work even though it may not be clearly indicated on the drawings and/or described herein or may vary there from.
E. The Contractor shall comply with pollution control regulations and safety codes.
F. Codes and Standards: The Contractor shall comply all applicable State, City, and County codes having jurisdiction.

1.5 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 23
B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
   1. Materials list of items proposed to be provided under this Section;
   2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;

3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
4. Samples of the proposed products, showing profiles joining, and finish.
5. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
6. Submit shop drawings in accordance with Section 01300 – Submittals.
7. Shop Drawings: Submit shop drawings indicating location, size, details, and quantity of all components.

1.6 WARRANTY

A. Guarantee kayak ramp shall be satisfactory as to design, workmanship, and materials for One-year beginning at the completion of the project

PART 2 - PRODUCTS

A. Floating Dock
1. 16-inch freeboard with no live load present
2. All framing components to be Marine Grade 6061 or 6063 Aluminum.
3. All fasteners are to be stainless steel.
4. All flotation is to be plastic encapsulated foam.
5. Decking to be Gray Composite with a span rating of 24" on center
   a. Decking to be attached using the TimberStrong fastening system, meaning there are no fasteners in the deck surface.
6. Docks are to be hinged together
   a. Integrated hinges that are mechanically attached to the exterior of the dock. No welded hinge connections will be permitted.
   b. 1 ¼" schedule 40 pipe hinge pins with stainless steel hardware
7. A hinge connection is to be provided on the dock closest to the bulkhead for the attachment of the gangway and chute.
8. Toe kicks should be provided for all open sides of the 8-foot by 16-foot docks.

B. Gangway
1. All framing components to be Marine Grade 6061 or 6063 Aluminum.
2. All fasteners are to be stainless steel.
3. Flotation is to be plastic encapsulated foam.
   a. Supplemental flotation is required to be added to the bottom of the gangway to provide a freeboard of 16" to 18" (with no live load present)
4. Railing to be located on one side, opposite kayak chute at a height of 42-inches.
5. An intermediate handrail is to be located at 34-inches.
6. Decking to be 12-inch wide, raised rib, knurled aluminum, welded in place.
7. Integrated hinges are to be located at the top and bottom of the gangway. Hinges are to be mechanically attached; welded connections will not be permitted.
   a. 1 ¼" schedule 40 pipe hinge pins with stainless steel hardware
8. A 4-inch toe kick should be provided on both sides of gangway.

C. Kayak Chute
1. All framing components to be Marine Grade 6061 or 6063 Aluminum.
2. All fasteners are to be stainless steel.
3. Flotation is to be plastic encapsulated foam.
   a. Supplemental flotation is to be added to the bottom of the chute to provide a freeboard of 16" to 18" (with no live load present)
4. Slide pads on the cradles will be composite decking.
5. Integrated hinges are to be located at the top and bottom of the chute. Hinges are to be mechanically attached; welded connections will not be permitted.
   a. 1 ¼" schedule 40 pipe hinge pins with stainless steel hardware

D. Kayak Launch
   1. One (1) 8-foot by 16-foot kayak launch will be provided.
      a. 16-inch freeboard with no live load present
      b. All framing components to be Marine Grade 6061 or 6063 Aluminum.
      c. All fasteners are to be stainless steel.
      d. All flotation is to be plastic encapsulated foam.
      e. Decking to be 12-inch wide, raised rib, knurled aluminum, welded in place.
      f. Slide pads in cradle will be composite decking notched in the center to allow for stand-up paddle boards with bottom fins

   2. Adaptive Boarding Kit to include the following components
      a. All framing components to be Marine Grade 6061 or 6063 Aluminum.
      b. All fasteners are to be stainless steel.
      c. One (1) kayak roll cage
      d. One (1) overhead grab bar
      e. One (1) informational instruction sign
      f. One (1) boarding bench with retractable seat
      g. Four (4) hand straps suspended from roll cage

E. Bulkhead Mounting Kit
   1. Aluminum angles with integrated attachment of hinges.
      a. Hinges are to be mechanically attached; welded connections will not be permitted.
      b. 1 ¼" schedule 40 pipe hinge pins with stainless steel hardware

   2. Stainless steel attachment hardware for mounting to existing concrete bulkhead.
      a. ½" diameter wedge bolts for vertical face.
      b. 3/8" diameter wedge sleeves and bolts for attachment of top of angle.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Install kayak ramp complete in accordance with manufacturer's written instruction and approved shop drawings.
B. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
C. Install the work of this Section in strict accordance with the approved Shop Drawings and the recommendations of the manufacturers as approved by the Architect, anchoring all components firmly into position in true alignment within a tolerance of one in 1000 vertically and horizontally.

3.3 CLEAN-UP

A. From day to day, and to the completion of removal work, remove from the site all rubbish, debris, fines, etc. accumulated from this work and leave the area neat and clean to the satisfaction of the Architect/Engineer.

END OF SECTION

DIVISION 26 00 00 ELECTRICAL

SECTION 26 02 00 - BASIC MATERIALS AND METHODS FOR ELECTRICAL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all Work herein.

B. The Contract Drawings indicate the extent and general arrangement of the systems. If any departure from the Contract Drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore, shall be submitted to the Architect for approval as soon as practicable. No such departures shall be made without the prior written approval of the Architect.

1.2 SCOPE OF WORK

A. The Work included under this Contract consists of the furnishing and installation of all equipment and material necessary and required to form the complete and functioning systems in all of its various phases, all as shown on the accompanying Drawings and/or described in these Specifications. The contractor shall review all pertinent drawings, including those of other contracts prior to commencement of Work.

B. This Division requires the furnishing and installing of all items Specified herein, indicated on the Drawings or reasonably inferred as necessary for safe and proper operation; including every article, device or accessory (whether or not specifically called for by item) reasonably necessary to facilitate each system`s functioning as indicated by the design and the equipment specified. Elements of the work include, but are not limited to, materials, labor, supervision, transportation, storage, equipment, utilities, all required permits, licenses and inspections. All work performed under this Section shall be in accordance with the Project Manual, Drawings and Specifications and is subject to the terms and conditions of the Contract.

C. The approximate locations of Electrical items are indicated on the Drawings. These Drawings are not intended to give complete and accurate details in regard to location of outlets, apparatus, etc. Exact locations are to be determined by actual measurements at the building, and will in all cases be subject to the Review of the Owner or Engineer, who reserves the right to make any reasonable changes in the locations indicated without additional cost to the Owner.

D. Items specifically mentioned in the Specifications but not shown on the Drawings and/or items shown on Drawings but not specifically mentioned in the Specifications shall be installed by the Contractor under the appropriate section of work as if they were both specified and shown.

E. All discrepancies within the Contract Documents discrepancies between the Contract Documents and actual job-site conditions shall be reported to the Owner or Engineer so that they will be resolved prior to the bidding, where this cannot be done at least 7 working days prior to bid; the greater or more costly of the discrepancy shall be bid. All labor and materials required to perform the work described shall be included as part of this Contract.

F. It is the intention of this Section of the Specifications to outline minimum requirements to furnish the Owner with a turn-key and fully operating system in cooperation with other trades.

G. It is the intent of the above "Scope" to give the Contractor a general outline of the extent of the Work involved; however, it is not intended to include each and every item required for the Work. Anything omitted from the "Scope" but shown on the Drawings, or specified later, or necessary for a complete and functioning heating, ventilating and air conditioning system shall be considered a part of the overall "Scope".

H. The Contractor shall rough-in fixtures and equipment furnished by others from rough-in and placement drawings furnished by others. The Contractor shall make final connection to fixtures and equipment furnished by others.

I. Contractor shall participate in the commissioning process; including but not limited to meeting attendance, completion of checklists and participation in functional testing.

1.3 RELATED SECTIONS

A. General Conditions

B. Supplementary Conditions

C. Division One

1.4 COOPERATION WITH TRADES:

A. Cooperation with trades of adjacent, related, or affected materials or operations shall be considered a part of this work in order to affect timely and accurate placing of work and bring together in proper and correct sequence, the work of such trades.

1.5 REFERENCES

A. National Electrical Code (NEC)

B. American Society for Testing and Materials (ASTM)

C. Underwriter`s Laboratories, Inc. (UL)

D. Insulated Cable Engineer`s Association (ICEA).

E. National Electrical Manufacturer`s Association (NEMA).

F. Institute of Electrical and Electronic`s Engineers (IEEE).

G. American National Standards Institute (ANSI).

H. National Fire Protection Association (NFPA).

I. International Energy Conservation Code (IECC).

1.6 COMPLETE FUNCTIONING OF WORK:

A. All work fairly implied as essential to the complete functioning of the electrical systems shown on the Drawings and Specifications shall be completed as part of the work of this Division unless specifically stated otherwise. It is the intention of the Drawings and Specifications to establish the types of the systems, but not set forth each item essential to the functioning of the system. In case of doubt as to the work intended, or in the event of amplification or clarification thereof, the Contractor shall call upon the Architect for supplementary instructions, Drawings, etc.

B. Contractor shall review all pertinent Drawings and adjust his work to all conditions shown there on. Discrepancies between Plans, Specifications, and actual field conditions shall be brought to the prompt attention of the Architect.
1. Approximate location of transformers, feeders, branch circuits, outlets, lighting and power panels, outlets for special systems, etc., are indicated on the Drawings. However, the Drawings, do not give complete and accurate detailed locations of such outlets, conduit runs, etc., and exact locations must be determined by actual field measurement. Such locations will, at all times, be subject to the approval of the Architect.
2. Communicate with the Architect and secure his approval of any outlet (light fixture, receptacle, switch, etc.) location about which there may be the least question. Outlets obviously placed in a location not suitable to the finished room or without specific

approval, shall be removed and relocated when so directed by the Architect. Location of light fixtures shall be coordinated with reflected ceiling plans.

C. Additional coordination with mechanical contractor may be required to allow adequate clearances of mechanical equipment, fixtures and associated appurtenances. Contractor to notify Architect and Engineer of unresolved clearances, conflicts or equipment locations.

1.7 SCHEMATIC NATURE OF CONTRACT DOCUMENTS

A. The contract documents are schematic in nature in that they are only to establish scope and a minimum level of quality. They are not to be used as actual working construction drawings. The actual working construction drawings shall be the approved shop drawings.

1.8 CONTRACTOR'S QUALIFICATIONS

A. An approved contractor for the work under this division shall be:
1. A specialist in this field and have the personnel, experience, training, and skill, and the organization to provide a practical working system.
2. Able to furnish evidence of having contracted for and installed not less than 3 systems of comparable size and type that have served their Owners satisfactorily for not less than 3 years.
3. Perform work by persons qualified to produce workmanship of specified quality. Persons performing electrical work shall be required to be licensed. Onsite supervision, journeyman shall have minimum of journeyman license. Helpers, apprentices shall have minimum of apprentice license.

1.9 DATE OF FINAL ACCEPTANCE

A. The date of final acceptance shall be the date of owner occupancy, or the date all punch list items have been completed or final payment has been received. Refer to Division One for additional requirements.

B. The date of final acceptance shall be documented in writing and signed by the architect, owner and contractor.

1.10 DEFINITIONS AND SYMBOLS

A. General Explanation: A substantial amount of construction and Specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic and schematic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article, unless defined otherwise in Division 1.

B. Definitions and explanations of this Section are not necessarily either complete or exclusive, but are general for work to the extent not stated more explicitly in another provision of the Contract Documents.

C. Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications and to similar means of recording requirements in Contract Documents. Where such terms as "Shown", "Noted", "Scheduled", "Specified" and "Detailed" are used in lieu of "Indicated", it is for the purpose of helping the reader locate cross-reference material, and no limitation of location is intended except as specifically shown.

D. Directed: Where not otherwise explained, terms such as "Directed", "Requested", "Accepted", and "Permitted" mean by the Architect or Engineer. However, no such implied meaning will be interpreted to extend the Architect`s or Engineer`s responsibility into the Contractor`s area of construction supervision.

E. Reviewed: Where used in conjunction with the Engineer`s response to submittals, requests for information, applications, inquiries, reports and claims by the Contractor the meaning of the term "Reviewed" will be held to limitations of Architect`s and Engineer`s responsibilities and duties as specified in the General and Supplemental Conditions. In no case will "Reviewed" by Engineer be interpreted as a release of the Contractor from responsibility to fulfill the terms and requirements of the Contract Documents.

F. Furnish: Except as otherwise defined in greater detail, the term "Furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

G. Install: Except as otherwise defined in greater detail, the term "Install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, as applicable in each instance.

H. Provide: Except as otherwise defined in greater detail, the term "Provide" is used to mean "Furnish and Install", complete and ready for intended use, as applicable in each instance.

I. Installer: Entity (person or firm) engaged by the Contractor or its subcontractor or Sub-contractor for performance of a particular unit of work at the project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, as applicable in each instance. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

J. Imperative Language: Used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or when so noted by other identified installers or entities.

K. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended as minimum quality level or quantity of work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable tolerance limits. In complying with requirements, indicated or scheduled numeric values are either minimums or maximums as noted or as appropriate for the context of the requirements. Refer instances of uncertainty to Owner or Engineer via a request for information (RFI) for decision before proceeding.

L. Abbreviations and Symbols: The language of Specifications and other Contract Documents including Drawings is of an abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in text of Specifications and Drawings. Specific abbreviations and symbols have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of Specification requirements with notations on Drawings and in Schedules. These are frequently defined in Section at first instance of use or on a Legend and Symbol Drawing. Trade and industry association names and titles of generally recognized industry standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of Contract Documents so indicate. Except as otherwise indicated, graphic symbols and abbreviations used on Drawings and in Specifications are those recognized in construction industry for indicated purposes. Where not otherwise noted symbols and abbreviations are defined by 1993 ASHRAE Fundamentals Handbook, chapter 34 "Abbreviations and Symbols", ASME and ASPE published standards.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

B. Deliver products to the project at such time as the project is ready to receive the equipment, pipe or duct properly protected from incidental damage and weather damage.

C. Damaged equipment shall be promptly removed from the site and new, undamaged equipment shall be installed in its place promptly with no additional charge to the Owner.

1.12 SUBMITTALS

A. Coordinate with Division 01 for submittal timetable requirements, unless noted otherwise within thirty (30) days after the Contract is awarded. The Contractor shall submit an electronic copy of a complete set of shop drawings and complete data covering each item of equipment or material. The submittal of each item requiring a submittal must be received by the Architect or Engineer within the above thirty day period. The Architect or Engineer shall not be responsible for any delays or costs incurred due to excessive shop drawing review time for submittals received after the thirty (30) day time limit. The Architect and Engineer will retain a copy of all shop drawings for their files. All literature pertaining to items subject to Shop Drawing submittal shall be submitted at one time. Submittals shall be placed in one electronic file in PDF 8.0 format and bookmarked for individual specification sections. Individual electronic files of submittals for individual specifications shall not be permitted. Each submittal shall include the following items:

1. A cover sheet with the names and addresses of the Project, Architect, MEP Engineer, General Contractor and the Subcontractor making the submittal. The cover sheet shall also contain the section number covering the item or items submitted and the item nomenclature or description.
2. An index page with a listing of all data included in the Submittal.
3. A list of variations page with a listing all variations, including unfurnished or additional required accessories, items or other features, between the submitted equipment and the specified equipment. If there are no variations, then this page shall state "NO VARIATIONS". Where variations affect the work of other Contractors, then the Contractor shall certify on this page that these variations have been fully coordinated with the affected Contractors and that all expenses associated with the variations will be paid by the submitting Contractor. This page will be signed by the submitting Contractor.
4. Equipment information including manufacturer`s name and designation, size, performance and capacity data as applicable. All applicable Listings, Labels, Approvals and Standards shall be clearly indicated.
5. Dimensional data and scaled drawings as applicable to show that the submitted equipment will fit the space available with all required Code and maintenance clearances clearly indicated and labeled at a minimum scale of 1/4" = 1`-0", as required to demonstrate that the alternate or substituted product will fit in the space available.
6. Identification of each item of material or equipment matching that indicated on the Drawings.
7. Sufficient pictorial, descriptive and diagrammatic data on each item to show its conformance with the Drawings and Specifications. Any options or special requirements or accessories shall be so indicated. All applicable information shall be clearly indicated with arrows or another approved method.
8. Additional information as required in other Sections of this Division.
9. Certification by the General Contractor and Subcontractor that the material submitted is in accordance with the Drawings and Specifications, signed and dated in long hand. Submittals that do not comply with the above requirements shall be returned to the Contractor and shall be marked "REVISE AND RESUBMIT".

B. Refer to Division 1 for additional information on shop drawings and submittals.

C. Equipment and materials submittals and shop drawings will be reviewed for compliance with design concept only. It will be assumed that the submitting Contractor has verified that all items submitted can be installed in the space allotted. Review of shop drawings and submittals shall not be considered as a verification or guarantee of measurements or building conditions.

D. Where shop drawings and submittals are marked "REVIEWED", the review of the submittal does not indicate that submittals have been checked in detail nor does it in any way relieve the Contractor from his responsibility to furnish material and perform work as required by the Contract Documents.

E. Shop drawings shall be reviewed and returned to the Contractor with one of the following categories indicated:
   1. REVIEWED: Contractor need take no further submittal action, shall include this submittal in the O&M manual and may order the equipment submitted on.
   2. REVIEWED AS NOTED: Contractor shall submit a letter verifying that required exceptions to the submittal have been received and complied with including additional accessories or coordination action as noted, and shall include this submittal and compliance letter in the O&M manual. The contractor may order the equipment submitted on at the time of the returned submittal providing the Contractor complies with the exceptions noted.
   3. NOT APPROVED: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is not approved, the Contractor will automatically be required to furnish the product, material or method named in the Specifications and/or drawings. Contractor shall not order equipment that is not approved. Repetitive requests for substitutions will not be considered.
   4. REVISE AND RESUBMIT: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is marked revise and resubmit, the Contractor will automatically be required to furnish the product, material or method named in the Specifications and/or provide as noted on previous shop drawings. Contractor shall not order equipment marked revise and resubmit. Repetitive requests for substitutions will not be considered.
   5. CONTRACTOR'S CERTIFICATION REQUIRED: Contractor shall resubmit submittal on material, equipment or method of installation. The Contractor's stamp is required stating the submittal meets all conditions of the contract documents. The stamp shall be signed by the General Contractor. The submittal will not be reviewed if the stamp is not placed and signed on all shop drawings.
   6. MANUFACTURER NOT AS SPECIFIED: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is marked manufacturer not as specified, the Contractor will automatically be required to furnish the product, material or method named in the specifications. Contractor shall not order equipment where submittal is marked manufacturer not as specified. Repetitive requests for substitutions will not be considered.

F. Materials and equipment which are purchased or installed without shop drawing review shall be at the risk of the Contractor and the cost for removal and replacement of such materials and equipment and related work which is judged unsatisfactory by the Owner or Engineer for any reason shall be at the expense of the Contractor. The responsible Contractor shall remove the material and equipment noted above and replace with specified equipment or material at his own expense when directed in writing by the Architect or Engineer.

G. Shop Drawing Submittals shall be complete and checked prior to submission to the Engineer for review.

H. Furnish detailed shop drawings, descriptive literature, table of contents listing all items being submitted at the beginning of each submittal package, physical data and a specification critique for each section indicating "compliance" and/or "variations" for the

following items:

1. Distribution Panelboards
2. Panelboards
3. Wiring Gutters
4. Heavy Duty Disconnect Switches
5. Lighting Fixtures
6. Lighting Contactors
7. Time Clocks
8. Lighting Control System
9. Photocells
10. Wiring Devices and Plates
11. Conduit and Fittings
12. Wire
13. General Purpose Dry Type Transformers
14. Harmonic Mitigating Type Transformers
15. Emergency Generator
16. Automatic Transfer Switches
17. Sound Reinforcing System
18. Fire Alarm System
19. Surge Protection Device (SPD)
20. Lightning Protection

I. Refer to each specification section for additional requirements.

1.13 OPERATION AND MAINTENANCE MANUALS

A. Prepare maintenance manuals in accordance with Division 1 and in addition to the requirements specified in Division 1, include the following information for equipment items:

1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
2. Manufacturer`s printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

1.14 COORDINATION DRAWINGS

A. Prepare coordination drawings to a scale of 1/4"=1`-0" or larger; detailing major elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are of importance to the efficient flow of the Work, including (but not necessarily limited to) the following:

1. Indicate the proposed locations of pipe, duct, equipment, and other materials. Include the following:
    a. Wall and type locations.
    b. Clearances for installing and maintaining insulation.
    c. Locations of light fixtures and sprinkler heads.
    d. Clearances for servicing and maintaining equipment, including tube removal, filter removal, and space for equipment disassembly required for periodic maintenance.

e. Equipment connections and support details.

f. Exterior wall and foundation penetrations.

g. Routing of storm and sanitary sewer piping.

h. Fire-rated wall and floor penetrations.

i. Sizes and location of required concrete pads and bases.

j. Valve stem movement.

k. Structural floor, wall and roof opening sizes and details.

2. Indicate scheduling, sequencing, movement, and positioning of large equipment into the building during construction.
3. Prepare floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
4. Prepare reflected ceiling plans to coordinate and integrate installations, air distribution devices, light fixtures, communication systems components, and other ceiling-mounted items.

B. This Contractor shall be responsible for coordination of all items that will affect the installation of the work of this Division. This coordination shall include, but not be limited to: voltage, ampacity, capacity, electrical and piping connections, space requirements, sequence of construction, building requirements and special conditions.

C. By submitting shop drawings on the project, this Contractor is indicating that all necessary coordination has been completed and that the systems, products and equipment submitted can be installed in the building and will operate as specified and intended, in full coordination with all other Contractors and Subcontractors.

1.15 RECORD DRAWINGS

A. Maintain a continuous record during the course of construction of all changes and deviations in the work from the contract drawings. Upon completion of the work, purchase a set of "Auto Positive Tracings" on vellum and make corrections as required to reflect the electrical systems as installed. Location and size of all conduit shall be accurately shown to dimension. Submit three prints of the tracings for approval. Make corrections to tracings as directed and deliver "Auto Positive Tracings" to the Architect. Record drawings shall be furnished in addition to shop drawings. Symbols on the Record drawings shall correspond to the identification symbols on the contract drawings and equipment identification plates and tags.

B. The Contractor shall maintain a set of clearly marked black line record "AS-BUILT" prints on the job site on which he shall mark all work details, alterations to meet site conditions and changes made by "Change Order" notices. These shall be kept available for inspection by the Owner, Architect or Engineer at all times.

C. Refer to Division 1 for additional requirements concerning record drawings. If the Contractor does not keep an accurate set of as-built drawings, the pay request may be altered or delayed at the request of the Architect. Mark the drawings with a colored pencil. Delivery of as-built prints and reproducibles is a condition of final acceptance.

D. The record prints shall be updated on a daily basis and shall indicate accurate dimensions for all buried or concealed work, precise locations of all concealed pipe or duct, locations of all concealed valves, controls and devices and any deviations from the work shown on the Construction Documents which are required for coordination. All dimensions shall include at least two dimensions to permanent structure points.

E. Submit three prints of the tracings for approval. Make corrections to tracings as directed and delivered "Auto Positive Tracings" to the architect. "As-Built" drawings shall be furnished in addition to shop drawings.

F. When the option described in paragraph F., above is not exercised then upon completion of the work, the Contractor shall transfer all marks from the submit a set of clear concise set of reproducible record "AS-BUILT" drawings and shall submit the reproducible drawings with corrections made by a competent draftsman and three (3) sets of black line prints to the Architect or Engineer for review prior to scheduling the final inspection at the completion of the work. The reproducible record "AS-BUILT" drawings shall have the Engineers Name and Seal removed or blanked out and shall be clearly marked and signed on each sheet as follows:

CERTIFIED RECORD DRAWINGS

G. DATE:

(NAME OF GENERAL CONTRACTOR)

BY: _____

(SIGNATURE)

(NAME OF SUBCONTRACTOR)

BY: _____

(SIGNATURE)

1.16 CERTIFICATIONS AND TEST REPORTS

A. Submit a detailed schedule for completion and testing of each system indicating scheduled dates for completion of system installation and outlining tests to be performed and schedule date for each test. This detailed completion and test schedule shall be submittal at least 90 days before the projected Project completion date.

B. Test result reporting forms shall be submitted for review no later than the date of the detailed schedule submitted.

C. Submit 4 copies of all certifications and test reports to the Architect or Engineer for review adequately in advance of completion of the Work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

D. Certifications and test reports to be submitted shall include, but not be limited to those items outlined in Section of Division 26.

1.17 MAINTENANCE MANUALS

A. Coordinate with Division 1 for maintenance manual requirements, unless noted otherwise bind together in “D ring type” binders by National model no. 79-883 or equal, binders shall be large enough to allow 1/4” of spare capacity. Three (3) sets of all approved shop drawing submittals, fabrication drawings, bulletins, maintenance instructions, operating instructions and parts exploded views and lists for each and every piece of equipment furnished under this Specification. All sections shall be typed and indexed into sections and labeled for easy reference and shall utilize the individual specification section numbers shown in the Electrical Specifications as an organization guideline. Bulletins containing information about equipment that is not installed on the project shall be properly marked up or stripped and reassembled. All pertinent information required by the Owner for proper operation and maintenance of equipment supplied by Division 26 shall be clearly and legibly set forth in memoranda that shall, likewise, be bound with bulletins.

B. Prepare maintenance manuals in accordance with Special Project Conditions, in addition to the requirements specified in Division 26, include the following information for equipment items:
1. Identifying names, name tags designations and locations for all equipment.
2. Fault Current calculations and Coordination Study.
3. Reviewed shop drawing submittals with exceptions noted compliance letter.

4. Fabrication drawings.
5. Equipment and device bulletins and data sheets clearly highlighted to show equipment installed on the project and including performance curves and data as applicable, i.e., description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and model numbers of replacement parts.
6. Manufacturer`s printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
7. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions, servicing instructions and lubrication charts and schedules.
8. Equipment name plate data.
9. Wiring diagrams.
10. Exploded parts views and parts lists for all equipment and devices.
11. Color coding charts for all painted equipment and conduit.
12. Location and listing of all spare parts and special keys and tools furnished to the Owner.
13. Furnish recommended lubrication schedule for all required lubrication points with listing of type and approximate amount of lubricant required.

C. Refer to Division 1 for additional information on Operating and Maintenance Manuals.

D. Operating and Maintenance Manuals shall be turned over to the Owner or Engineer a minimum of 14 working days prior to the beginning of the operator training period.

1.18 OPERATOR TRAINING

A. The Contractor shall furnish the services of factory trained specialists to instruct the Owner`s operating personnel. The Owner`s operator training shall include 12 hours of onsite training in three 4 hour shifts.

B. Before proceeding with the instruction of Owner Personnel, prepare a typed outline in triplicate, listing the subjects that will be covered in this instruction, and submit the outline for review by the Owner. At the conclusion of the instruction period obtain the signature of each person being instructed on each copy of the reviewed outline to signify that he has a proper understanding of the operation and maintenance of the systems and resubmit the signed outlines.

C. Refer to other Division 26 Sections for additional Operator Training requirements.

1.19 SITE VISITATION

A. Visit the site of the proposed construction in order to fully understand the facilities, difficulties and restriction attending the execution of the work.

B. Before submitting a bid, it will be necessary for each Contractor whose work is involved to visit the site and ascertain for himself the conditions to be met therein in installing his work and make due provision for same in his bid. It will be assumed that this Contractor in submitting his bid has visited the premises and that his bid covers all work necessary to properly install the equipment shown. Failure on the part of the Contractor to comply with this requirement shall not be considered justification for the omission or faulty installation of any work covered by these Specifications and Drawings.

C. Understand the existing utilities from which services will be supplied; verify locations of utility services, and determine requirements for connections.

D. Determine in advance that equipment and materials proposed for installation fit into the confines indicated.

1.20 WARRANTY

A. The undertaking of the work described in this Division shall be considered equivalent to the issuance, as part of this work, of a specific guarantee extending one year beyond the date of completion of work and acceptance by Owner, against defects in materials and workmanship. Materials, appliances and labor necessary to effect repairs and replacement so as to maintain said work in good functioning order shall be provided as required. Replacements necessitated by normal wear in use or by Owner`s abuse are not included under this guarantee.

B. All normal and extended warranties shall include parts, labor, miscellaneous materials, travel time, incidental expenses, freight/shipping, refrigerant, oils, lubricants, belts, filters and any expenses related to service call required to diagnose warranty problems.

1.21 TRANSFER OF ELECTRONIC FILES

A. Project documents are not intended or represented to be suitable for reuse by Architect/Owner or others on extensions of this project or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Architect/Owner's risk and without liability or legal exposure to Engineer or its consultants from all claims, damages, losses and expense, including attorney's fees arising out of or resulting thereof.

B. Because data stored in electric media format can deteriorate or be modified inadvertently, or otherwise without authorization of the data's creator, the party receiving the electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which time the receiving party shall be deemed to have accepted the data thus transferred to be acceptable. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. Engineer is not responsible for maintaining documents stored in electronic media format after acceptance by the Architect/Owner.

C. When transferring documents in electronic media format, Engineer makes no representations as to the long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project.

D. Any reuse or modifications will be Contractor's sole risk and without liability or legal exposure to Architect, Engineer or any consultant.

E. The Texas Board of Architectural Examiners (TBAE) has stated that it is in violation of Texas law for persons other than the Architect of record to revise the Architectural drawings without the Architect's written consent.

1. It is agreed that "MEP" hard copy or computer-generated documents will not be issued to any other party except directly to the Architect/Owner. The contract documents are contractually copyrighted and cannot be used for any other project or purpose except as specifically indicated in AIA B-141 Standard Form of Agreement Between Architect and Owner.
2. If the client, Architect or Owner of the project requires electronic media for "record purposes", then AutoCAD/ Revit documents will be prepared by Engineer on electronic media such as removable memory devices, flash drives or CD's. These documents can also be submitted via file transfer protocols. AutoCAD/ Revit files will be submitted with all title block references intact to permit the end user to only view and plot the drawings. Revisions will not be permitted in this configuration.
3. At the Architect/Owner's request, Engineer will assist the Contractor in the preparation of the submittals and prepare one copy of AutoCAD/ Revit files on electronic media or submit through file transfer protocols. The electronic media will be prepared with all indicia of documents ownership removed. The electronic media will be prepared in a ".rvt" or ".dwg" format to permit the end user to revise the

drawings.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. The names and manufacturers and model numbers have been used in the Contract documents to establish types of equipment and standards of quality. Where more than one manufacturer is named for a specific item of equipment, only one of the specified manufacturers will be considered for approval. Where only one manufacturer is mentioned with the phrase "or approved equal", Contractor may submit an alternate manufacturer for consideration, provided the following conditions are met:
   1. Submit alternate equipment with complete descriptive data in shop drawing form. Provide sample of equipment upon request for review by Architect. Samples will be returned if requested in writing.
   2. Alternate equipment must be equal from the standpoint of materials, construction and performance.
   3. Alternate submittal must be presented to the Engineer/Architect ten (10) days prior to bid date for approval.

B. The Architect and Engineer shall be the sole judge of quality and equivalence of equipment, materials and methods.

2.2 PRODUCT LISTING

A. Products used on this project shall be listed by Underwriters` Laboratories.

2.3 ACCESS DOORS

A. Wherever access is required in walls or ceilings to concealed junction boxes, pull boxes, equipment, etc., installed under this Division, furnish a hinged access door and frame with flush latch handle to another Division for installation. Doors shall be as follows:
   1. Plaster Surfaces: Milcor Style K.
   2. Ceramic Tile Surfaces: Milcor Style M.
   3. Drywall Surfaces: Milcor Style DW.
   4. Install panels only in locations approved by the Architect.

2.4 EQUIPMENT PADS

A. Provide 4-inch-high concrete pads for indoor floor mounted equipment. Pads shall conform to the shape of the equipment with a minimum of 6 inch beyond the equipment. Top and sides of pads shall be troweled to a smooth finish, equivalent to the floor. External corners shall be bullnosed to a 3/4" radius, unless shown otherwise.

B. Provide 6-inch-high concrete pads for all exterior mounted equipment. Pads shall conform to the shape of the equipment with a minimum of 6 inch beyond the equipment. Provide a 4-foot monolithic extension to the pad in front of the equipment for service when mounted on a non-finished area (i.e. landscape, gravel, clay, etc.) Top and sides of pads shall be troweled to a smooth finish. External corners shall be bullnosed to a 3/4" radius, unless shown otherwise.

C. Provide a minimum 6-inch-high, steel reinforced concrete pad for generators. Pads shall be sized 6” larger that the outside perimeter dimensions. Provide a 4-foot monolithic extension to the pad around the equipment for service when mounted on a non-finished area (i.e. landscape, gravel, clay, etc.). Refer to structural details. Top and sides of pads shall be troweled to a smooth finish. External corners shall be bullnosed to a 3/4" radius, unless shown otherwise. The generator shall be bolted to the concrete pad per the manufacturers details.

D. Provide steel reinforced concrete pad for utility transformers. Pads shall comply with Utility Company Standards.

2.5 ESCUTCHEONS

A. Provide heavy chrome or nickel plated plates, of approved pattern, on conduit passing through walls, floors and ceilings in finished areas. Where conduit passes through a sleeve, no point of the conduit shall touch the building construction. Caulk around such conduit with sufficient layers of two hour rated firesafing by Thermafiber 4.0 P.C.F. density, U.S.G. fire test 4/11/78 and seal off openings between conduit and sleeves with non-hardening mastic prior to application of escutcheon plate. Escutcheons shall be Gravler Sure-Lock, or approved equal.

2.6 SPACE LIMITATIONS

A. Equipment shall be chosen which shall properly fit into the physical space provided and shown on the drawings, allowing ample room for access, servicing, removal and replacement of parts, etc. Adequate space shall be allowed for clearances in accordance with Code requirements. Physical dimensions and arrangement of equipment shall be subject to the approval of the Architect.

2.7 PAINTING

A. All factory assembled equipment for electrical work, except light fixtures, that normally is delivered with a factory applied finish shall be delivered with a hard surface factory applied finish such as baked-on machinery enamel which will not require additional field painting. The finish shall consist of not less than 2 coats of medium gray color paint USA No. 61 Munsell Notation 8-3G, 6. 10/0.54 enamel. This Contractor shall protect this finish from damage due to construction operations until acceptance of the building. He shall be responsible for satisfactorily restoring any such finishes or replacing equipment that becomes stained or damaged.

2.8 ELECTRICAL SYSTEM IDENTIFICATION

A. Conduit Systems: Provide adequate marking of major conduit which is exposed or concealed in accessible spaces to distinguish each run as either a power or signal/communication conduit. Except as otherwise indicated, use orange banding with black lettering. Provide self-adhesive or snap-on type plastic markers. Indicate voltage for that raceway. Locate markers at ends of conduit runs, on pull boxes, on junction boxes, near switches and other control devices, near items of equipment served by the conductors, at points where conduit passes through walls or floors, or enters non-accessible construction and at spacings of not more than 50 feet along each run of conduit. Switch-leg conduit and short branches for power connections do not have to be marked, except where conduit is larger than ¾ inch. Branch circuit conduits, junction boxes and pull boxes shall be marked with a permanent marker indicating panel name and branch circuit numbers.

B. Underground Cable Identification: Bury a continuous, preprinted, bright colored plastic ribbon cable marker with each underground cable (or group of cables), regardless of whether conductors are in conduit, duct bank, or direct buried. Locate each directly over cables, 6 to 8 inches below finished grade.

C. Identification of Equipment:
1. All major equipment shall have a manufacturer’s label identifying the manufacturer’s address, equipment model and serial numbers, equipment size, and other pertinent data. Care shall be taken not to obliterate this nameplate in any way. Provide black back plate with white letters and numbers for normal equipment. Provide red back plate with white letters and numbers for optional emergency equipment. Provide yellow back plate with white letters and numbers for Life safety equipment.

2. A black-white-black laminated plastic engraved identifying nameplate shall be secured by stainless steel screws to each automatic transfer switch, switchboard, distribution panel, motor control center, motor starter panels and panelboards.

   a. Identifying nameplates shall have ¼ inch high engraved letters and shall contain the following information:
      1) Name
      2) Voltage
      3) Phase
      4) "3" or "4" wire, and
      5) Where it is fed from.

   b. An example of a panelboard nameplate is:
      Center Panel – 1HB
      480/277 volt, 3 phase, 4 wire
      Center Fed from DP2

   c. An example of an automatic transfer switch nameplate is:
      Center ATS #2
      480/277 volt, 3 phase, 4 wire, 4 pole
      Center Fed from MSB and DPE

3. Each feeder device in a switchboard, distribution panel, and motor control center device shall have a nameplate showing the load served in ½ inch high engraved letters.
4. A black-white-black laminated plastic engraved identifying nameplate shall be secured by screws to each safety switch, disconnect switch, individual motor starter, enclosed circuit breaker, wireway, and terminal cabinet.

   a. Identifying nameplates shall have 1/4 inch high engraved letters and shall indicate the equipment served.

   b. An example if a disconnect switch is: AHU-1.

5. Prohibited Markings: Markings which are intended to identify the manufacturer, vendor, or other source from which the material has been obtained are prohibited for installation within public, tenant, or common areas within the project. Also, prohibited are materials or devices which bear evidence that markings or insignias have been removed. Certification, testing (example, Underwriters' Laboratories, Inc.), and approval labels are exceptions to this requirement.
6. Warning Signs: Provide warning signs where there is hazardous exposure associated with access to or operation of electrical facilities. Provide text of sufficient clarity and lettering of sufficient size to convey adequate information at each location; mount permanently in an appropriate and effective location. Comply with recognized industry standards for color and design.
7. Operational Tags: Where needed for proper and adequate information on operation and maintenance of electrical system, provide tags of plasticized card stock, either preprinted or hand printed. Tags shall convey the message, example: "DO NOT OPEN THIS SWITCH WHEN BURNER IS OPERATING."

PART 3 - EXECUTION

3.1 EXCAVATING AND BACKFILLING

A. Trenching and backfilling and other earthwork operations required to install the facilities specified herein shall conform to the applicable requirements of Division 2 (95% of maximum standard density). Where trenching or excavation is required in improved areas, the backfill shall be compacted to a condition equal to that of adjacent undisturbed earth and the surface of the area restored to the condition existing prior to trenching or excavating operations. Provide a minimum of 3" of sand underneath all conduits. The plans indicate information pertaining to surface and sub-surface obstructions; however, this information is not guaranteed. Should obstructions be encountered whether or not shown, the Contractor

shall alter routing of new work, reroute existing lines, remove obstructions where permitted, or otherwise perform whatever work is necessary to satisfy the purpose of new work and leave existing surfaces and structures in a satisfactory and serviceable condition. All work shall comply with OSHA Standards.

3.2 WORKMANSHIP AND CONCEALMENT

A. The work of this Section shall be performed by workman skilled in their trade. Installation shall be consistent in completeness whether concealed or exposed. Each item of electrical work shall be concealed in walls, chases, under floors and above ceilings except:
   1. Where shown to be exposed.
   2. Where exposure is necessary to the proper function.

3.3 SLEEVES, CUTTING AND PATCHING

A. This section shall be responsible for placing sleeves for all conduit passing through walls, partitions, sound walls, beams, floors, roof, etc. Sleeves through below-grade walls shall use water-tight fitting manufactured by O-Z/Gedney.

B. All cutting and patching will be done under another Division, but this Section will be responsible for timely performance of this work and layout of holes and setting sleeves.

C. All un-used sleeves shall be sealed with 2 hour UL approved fire sealant manufactured by “3M” or approved equal.

D. Refer to 26 05 33 for additional requirements.

3.4 ELECTRICAL GEAR

A. Install all electrical equipment in accordance with the National Electrical Code and as shown on the drawings.

B. Lighting contactors, time clocks, fire alarm equipment, security equipment disconnect switches, etc. mounted in mechanical/electrical rooms shall be mounted at a working height not requiring a ladder, when wall space is available. Installation of these devices at greater elevations shall be approved by the Engineer. Contractor shall provide a coordination sketch of each mechanical/electrical room noting locations and mounting heights of all electrical devices (note bottom and top elevations) shown to be installed. Sketches shall be provided to the Engineer for review and the general contractor for coordination with other trades working in these rooms.

C. Fire retardant back boards secured to drywall studs may be used for contactors, time clocks, fire alarm equipment, security equipment, and disconnect switches 60 amp or smaller. All other wall mounted devices shall be mounted to unistrut. Unistrut shall be securely mounted to the floor and structural ceiling. Toggle bolts or anchor bolts attached to drywall is not acceptable.

3.5 CLEANING

A. Clean lighting fixtures and equipment.

B. Touch-up and refinish scratches and marred surfaces on panels, switches, starters, and transformers.

3.6 CORROSIVE AREAS

A. In areas of a corrosive nature, which include but are not limited to the following: pool equipment rooms, cooling towers and areas subject to salt air, etc., provide NEMA 4 X stainless steel or fiberglass reinforced enclosures for contactors, panel boards, controllers, starters, disconnects and materials used as supporting means (i.e. plastibond unistrut, pipe,

fittings). The use of spray on coating may be acceptable in some applications.

3.7 TESTS AND INSPECTIONS

A. Tests and inspection requirements shall be coordinated with Division I.

B. Date for final acceptance test shall be sufficiently in advance of completion date of contract to permit alterations or adjustments necessary to achieve proper functioning of equipment prior to contract completion date.

C. Conduct re-tests as directed by Architect on portions of work or equipment altered or adjusted as determined to be necessary by final acceptance test. No resultant delay or consumption of time as a result of such necessary re-test beyond contract completion date shall relieve Contractor of his responsibility under contract.

D. Put circuits and equipment into service under normal conditions, collectively and separately, as may be required to determine satisfactory operation. Demonstrate equipment to operate in accordance with requirements of these specifications. Perform tests in the presence of Architect. Furnish instruments and personnel required for tests.

E. Final Inspection:
   1. At the time designated by the Architect, the entire system shall be inspected by the Architect and Engineer. The contractor or his representative shall be present at this inspection.
   2. Panelboards, switches, fixtures, etc., shall be cleaned and in operating condition.
   3. Certificates and documents required hereinbefore shall be in order and presented to the Architect prior to inspection.
   4. Panel covers, junction box covers, etc., shall be removed for visual inspection of the wire, bus bars, etc.
   5. After the inspection, any items which are noted as needing to be changed or corrected in order to comply with these specifications and the drawings shall be accomplished without delay.

F. The contractor shall provide a thermographic test using an independent testing laboratory using an infrared scanning device. This test shall include but not limited to all switchboards, distribution panelboards, panelboards, automatic transfer switches and other electrical distribution devices. This test shall be conducted to locate high temperature levels. This test shall be conducted between 3 to 8 months after occupancy, but not beyond the one year warranty period. Submit test to the architect and engineer using test reporting forms. All unacceptable conditions shall be corrected prior to the end of the warranty period.

END OF SECTION

DIVISION 26 00 00 ELECTRICAL

SECTION 26 02 01 - COORDINATION DRAWINGS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions 013100 and Supplementary Conditions apply to all Work herein.

1.2 COORDINATION DRAWINGS

A. The Contractor shall take the lead in coordinating the Mechanical, Electrical, Plumbing, Communications, Electronic Safety/Security and Fire Protection systems within the building.

B. The Contractor shall coordinate a three-dimensional (3D) model of the building which includes the Mechanical, Electrical, Plumbing, and Fire Protection systems. The Mechanical, Electrical, Plumbing, and Fire Protection Contractors shall prepare their work and generate 3D models which will be given to the Contractor for coordination. The Contractor will be provided with the REVIT model that was used to generate the contract documents, this file may be used as the background file. The Contractor shall replace the systems drawn with the actual shop drawing models. The Contractor is not limited to using REVIT, but may use any 3-D software in generating and combining the coordination model.

C. Submitting the contract drawings as coordination drawings will not be acceptable.

D. The model shall include detailed and accurate representations of all equipment to be installed based upon the reviewed equipment submittals.

E. The Contractor shall hold a 3-D coordination meeting with all sub-contractors present to review the model and discuss coordination of the installation of the building systems.

F. Upon completion of the coordination meeting, the Contractor shall submit the 3-D model and 1/4" scale drawings for review.

G. The model shall detail major elements, components, and systems in relationship with other systems, installations, and building components. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are of importance to the efficient flow of the Work, including (but not necessarily limited to) the following:

1. Indicate the proposed locations of pipe, duct, equipment, and other materials. Include the following:
    a. Wall and type locations.
    b. Clearances for installing and maintaining insulation.
    c. Locations of light fixtures and sprinkler heads.
    d. Clearances for servicing and maintaining equipment, including tube removal, filter removal, and space for equipment disassembly required for periodic maintenance.
    e. Equipment connections and support details.
    f. Exterior wall and foundation penetrations.
    g. Routing of storm and sanitary sewer piping.
    h. Fire-rated wall and floor penetrations.
    i. Sizes and location of required concrete pads and bases.
    j. Valve stem movement.
    k. Structural floor, wall and roof opening sizes and details.

2. Indicate scheduling, sequencing, movement, and positioning of large equipment into the building during construction.
3. Prepare floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
4. Prepare reflected ceiling plans to coordinate and integrate installations, air distribution devices, light fixtures, communication systems components, and other ceiling-mounted items.

H. Sequence of Coordination
1. Below is hierarchy of model elements and the sequencing by which the models will be coordinated:
    a. Structural and Architectural model
    b. Miscellaneous steel
    c. Perform preliminary space allocation
    d. Identify hard constraints (locations of access panels, lights, A/V space requirements, etc.)
    e. Main and medium pressure ducts from the shaft out
    f. Main graded plumbing lines and vents
    g. Sprinkler mains and branches
    h. Cold and hot water mains and branches
    i. Lighting fixtures and plumbing fixtures
    j. Smaller sized ducts and flex ducts
    k. Smaller size cold water and hot water piping, flex ducts, etc.

I. The Contractor shall not install any item until the coordination has been completed and reviewed by the Construction Manager, Owner, and A/E team.

J. This Contractor shall be responsible for coordination of all items that will affect the installation of the work of this Division. This coordination shall include, but not be limited to: voltage, ampacity, capacity, electrical and piping connections, space requirements, sequence of construction, building requirements and special conditions.

K. By submitting shop drawings on the project, this Contractor is indicating that all necessary coordination has been completed and that the systems, products and equipment submitted can be installed in the building and will operate as specified and intended, in full coordination with all other Contractors and Subcontractors.

END OF SECTION

DIVISION 26 00 00 ELECTRICAL

SECTION 26 05 19 - WIRE, CABLE AND RELATED MATERIALS

PART 1 - GENERAL

1.1 SCOPE

A. Provide wire, cable, and connectors as required.

B. WORK INCLUDED: Include the following Work in addition to items normally part of this Section.
1. Wiring for lighting and power.
2. Automatic Control Wiring.
3. Connection of equipment shown.
4. Fire Alarm System.
5. Voice Communications and Sound System.
6. Mineral Insulated Cable (MI)

C. WORK SPECIFIED ELSEWHERE:
1. Heating, ventilating, and air conditioning equipment.
2. Structured cabling system.
3. Coaxial cables

1.2 REFERENCE STANDARDS

A. UL83

B. ASTM B-3

C. All wire cable and connectors shall be UL approved.

1.3 ACCEPTABLE MANUFACTURERS

A. 600 VOLT OR GREATER WIRE AND CABLE
1. Southwire
2. Encore
3. Cerro

B. 300 VOLT OR GREATER WIRE AND CABLE
1. Westpenn
2. Beldon
3. Alpha
4. Tappan – Southwire

C. FLEXIBLE CABLE SYSTEMS
1. AFC Modular Cable Systems

D. CONNECTORS
1. Ilsco
2. Cooper
3. AMP - TYCO
4. Burndy
5. Ideal
6. 3M
7. Z Gedney
8. Thomas & Betts
9. Buchanan

1.4 SUBMITTALS

A. Shop drawings shall include, but not limited to:
   1. Cutsheets of wire, cable and connectors to indicate the performance, fabrication procedures, product variations, and accessories.

1.5 REQUIREMENTS OF REGULATORY AGENCIES WORK IN ACCORDANCE WITH:

A. National Electrical Code.

B. Local, municipal, or state codes that have jurisdiction.

PART 2 - PRODUCTS

2.1 WIRING

A. All wire shall be new and continuous without weld, splice, or joints throughout its length. It must be uniform in cross-section, free from flaws, scales and other imperfections.

B. WIRE MATERIAL: Conductors shall be soft drawn, annealed copper. Aluminum wiring is not acceptable unless otherwise noted on drawings.

C. TYPES:
   1. Provide type “THHN/THWN-2” insulation for all buried feeders and service entrance conductors.
   2. Provide type “THHN/THWN-2” insulation for all branch circuits and above grade feeders.
   3. All wire No. 8 and larger shall be stranded. All wire No. 10 and smaller shall be stranded or solid.
   4. Provide type "XHHW" or other 90 degrees insulation wiring for branch circuit wiring installed through continuous rows of fixture bodies.
   5. All 300-volt cable including but not limited to telephone, fire alarm, data, CATV and security shall be UL listed for use in return air plenums.

D. CONDUCTOR SIZES
   1. Feeder conductors shall be sized for a maximum of 2% drop in rated voltage at scheduled load.
   2. Branch circuit conductors shall be sized for a maximum 3% drop in the rated voltage to the longest outlet on the circuit.
   3. Minimum wire shall be No. 12, unless otherwise shown on Drawings or required by Code.

E. COLOR CODING: No. 6 or larger shall use tape for color coding. No. 8 and smaller wire shall be color coded in accordance with the governing authority requirements or as follows:

<u>120/208 Volt</u>

Neutral: White

Phase A: Black

Phase B: Red

Phase C: Blue

Ground: Green

<u>277/480 Volt</u>

Neutral: Gray

Phase A: Brown

Phase B: Purple

Phase C: Yellow

Ground: Green

<u>120/240 Volt</u>

Neutral: White

Phase A: Black

Phase B: Orange

Phase C: Blue

Ground: Green

2.2 GROUNDING

A. Permanently connect all conduit work, motors, starters, and other electrical equipment to grounding system in accordance with the National Electrical Code.

PART 3 - EXECUTION

3.1 WIRE

A. Do not pull wire into conduit until Work of an injurious nature is completed. Where two or more circuits run to a single outlet box, each circuit shall be properly tagged. Wyreze or approved equal may be used as a lubricant where necessary.

B. Splices shall be fully made up in outlet boxes with compression crimp-on type splice connectors.

C. Joints and splices will not be permitted in service entrance or in feeders. Joints in branch circuits will be permitted where branch circuits divide, and then shall consist of one through-circuit to which the branch shall be spliced. Joints shall not be left for the fixture hanger to make. Connect joints and splices with Buchanan Series "2000" solderless connectors complete with insulating caps or properly sized twist on wire nuts. “Wago” push-in connectors are not acceptable.

D. All stranded conductors shall be furnished with lugs or connectors.

E. Connectors furnished with circuit breakers or switches shall be suitable for copper wire termination.

F. “Sta-Cons” shall be used to terminate stranded conductors on all switches and receptacles.

G. All stranded #10 and small conductors shall be terminated with an approved solderless terminal if the device or light fixture does not have provisions for clamp type securing of the conductor.

H. The jacket for all travelers used on 3-way and 4-way switches shall be pink.

I. Route conductors for 480Y/277 systems in a separate raceway. Do not combine with 208Y/120 volt or 120/240 volt systems.

J. Emergency circuits shall not be routed with normal conductors.

3.2 BALANCING SYSTEM

A. The load on each distribution and lighting panel shall be balanced to within 10% by proper arrangement of branch circuits on the different phase legs. Provide written documentation showing results. Submit with O & M manuals.

3.3 LOW VOLTAGE WIRING

A. Low voltage wiring shall be plenum rated. All wiring in mechanical rooms, electrical rooms, drywall ceiling, inaccessible areas, underground, plaster ceiling, inside concealed walls areas exposed to occupant view, and other areas subject to physical damage shall be run in conduit.

B. Low voltage wiring shall be routed in separate raceways from power wiring systems.

C. Sleeves shall be placed in the forms of concrete, masonry and fire rated walls, floor slabs and beams, for the passage of wiring. Sleeves should be set in place a sufficient time ahead of the concrete work so as not to delay the work. Sleeves shall be rigid galvanized steel.

D. Provide Caddy J-hooks supported independently from other system to support cable at 4- foot on center or closer if required by manufacture.

E. Provide a junction box to make up all joints and splices.

3.4 CABLE SUPPORTS

A. Provide cable supports in all vertical raceways in accordance with Article 300-19 of the NEC.

3.5 DEFECTS

A. Defects shall include, but are not to limited to, the following:
1. Tripping circuit breakers under normal operation.
2. Improperly connected equipment.
3. Damaged, torn, or skinned insulation.

END OF SECTION

DIVISION 26 00 00 ELECTRICAL

SECTION 26 05 26 – GROUNDING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

1.2 SCOPE

A. WORK COMBINED WITH OTHER SECTIONS: Combine the work specified herein with the following Sections to form a single responsibility for the Work:
   1. Electrical.
   2. Basic materials and methods.

B. Provide electrical service, equipment and wiring device grounding as shown, scheduled and as specified.

C. The types of grounding include, but not limited to, the grounding bonding of all equipment devices, building steel piping, and as required by the National Electrical Code, Local Inspection Department and Power Company.

1.3 STANDARDS

A. National Electrical Code (NFPA-70)

B. Local municipal and State codes that have jurisdiction.

C. NECA

1.4 ACCEPTABLE MANUFACTURES

A. Provide grounding products manufactured by Copperweld and Cadweld.

1.5 SUBMITTALS

A. Shop drawings shall include, but not limited to the following:
   1. Cut sheets of ground rods, clamps and connectors.
   2. Grounding system diagram.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide all materials required to construct a complete grounded electrical system.

B. GROUND RODS: Ground rods shall be 3/4" inch diameter by 10 feet long construction with copper jacket and a steel core.

C. CLAMPS: Ground clamps shall be copper except for steel or iron pipes in which the clamps shall be galvanized iron.

D. CONDUCTORS: Conductors shall be connected by means of an approved pressure connector or clamp.

PART 3 - EXECUTION

3.1 INSTALLATION

A. GENERAL: Install grounding system as shown and specified to ensure a properly grounded system.

B. SERVICE ENTRANCE GROUNDING SYSTEM: Provide a main bonding jumper between the neutral and ground bus of each switchboard. Route a separate grounding electrode conductor in conduit from each main gutter to the ground rod grid, incoming cold water piping system, and to the "lightning protection system" (250 - 106 of NEC) under ground bonding loop. Provide a bonding jumper around water meter. The grounding electrode conductor shall be stranded copper, 98% conductivity and shall be run continuous without splices or joints and installed at least 12" below grade.

C. BUILDING STEEL AND PIPING SYSTEM: Install a bonding jumper between building steel and metallic piping systems to bond them to the electrical grounding system.

D. NEUTRAL: The neutral shall be grounded only at the service entrance and other separately derived systems. The neutral shall be kept separate from the grounding system and shall not be used as a ground.

E. GROUNDING SEPARATELY DERIVED ALTERNATING CURRENT SYSTEM
   1. TRANSFORMERS: The center point (neutral) of each wye connected transformer shall be bonded to the case and the grounding electrode conductor shall be connected to the grounded conductor (neutral).
   2. STANDBY EMERGENCY GENERATOR: The generator neutral shall be bonded to the generator when a 4-pole switched neutral automatic transfer switch is specified.

F. GROUNDING CONDUCTOR: A grounding conductor and metallic conduit system shall bond all equipment served by the electrical system. Provide a flexible bonding jumper for isolated metallic piping and ductwork and around expansion fittings and joints.

G. CONDUIT GROUNDING BUSHING: Conduit terminating in equipment that has a ground bus such as switchboards, panelboards, etc., shall have grounding bushings installed. Ground each conduit by means of a grounding bushing and to the ground bus in the equipment.

H. MOTORS: The frame of all motors shall be grounded.

I. SPECIAL GROUNDING: Provide a #6 AWG copper grounding conductor for each telephone board, television system, etc. Terminate the grounding conductor on ground bus and to the building electrical grounding system. Refer to 800-40(d) and 820-40(d) of the NEC.

J. REMOTE PANELBOARDS: Provide a grounding electrode conductor all remote panels as required by the NEC and shown on drawings.

K. LIGHTING FIXTURES: Flexible fixture whips containing a green grounding conductor shall be used to connect light fixtures. Flexible fixture whips shall not exceed ten feet.

L. RECEPTACLES: All receptacles shall be grounded using the branch circuit grounding conductor. Receptacles shall use an approved grounding yoke.

3.2 TESTING

A. Perform a ground resistance test using a biddle analog or digital portable earth/ground resistance tester. The system resistance shall not exceed 5 Ohms. Provide additional electrodes as required (refer to 250-84 and 250-56 of the most current edition NEC). Test shall not be conducted following wet weather. Provide personal instruments to conduct these tests and submit certified test for review. Test shall be verified by Engineer.

END OF SECTION

DIVISION 26 00 00 ELECTRICAL

SECTION 26 24 16 – PANELBOARDS

PART 1 - GENERAL

1.1 SCOPE

A. Provide panelboards as shown, scheduled and as specified herein.

B. The types of panelboards include:
1. Panelboards.
2. Power distribution panelboards.
3. Load centers

1.2 STANDARDS

A. Products shall be designed, manufactured, tested and installed in compliance with applicable standards.

B. Products shall conform to all applicable UL standards and shall be UL-labeled.

1.3 ACCEPTABLE MANUFACTURERS

A. Provide one of the following manufacturers:
1. General Electric Company/ABB
2. Square D Company
3. Siemens
4. Eaton

1.4 SUBMITTALS

A. Shop drawings shall include, but not be limited to:
1. Cutsheets of all enclosures, circuit breakers, fusible switches, bussing, rating, schedules and all accessories clearly labeled.

1.5 REQUIREMENTS OF REGULATORY AGENCIES

A. WORK IN ACCORDANCE WITH:
1. National Electrical Code.
2. Local, municipal, or state codes that have jurisdiction.

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. General
1. Provide power distribution and panelboards as indicated in the panelboard schedule and as shown on the plans. Load centers are acceptable for use in dwelling units. Power distribution panelboards shall be equipped with fusible switches or circuit breakers as shown on the schedule. Panelboards shall be equipped with thermal- magnetic, molded case circuit breakers of frame and trip ratings as shown on the schedule.

B. Busing Assembly and Temperature Rise
1. Panelboard bus structure and main lugs or main breaker shall have current ratings as shown on the panelboard schedule. Such ratings shall be established by heat rise tests with maximum hot spot temperature on any connector or bus bar not to exceed 50ºC. rise above 40ºC ambient. Heat rise test shall be conducted in accordance with Underwriters Laboratories Standard UL 67. The use of conductor dimensions will not

be accepted in lieu of actual heat tests. All current carrying parts of the bus shall be tin or silver plated copper.

2. Bus structure shall be isolated. Bus bar connections to the branch circuit breakers shall be distributed phase or phase sequence type and shall accept bolt-on circuit breakers for lighting and appliance panelboards.
3. The lugs for terminating conductors shall be rated at 75° C on all panel boards and circuit breakers.
4. Provide an extruded bare copper ground bus. Provide an isolated ground copper bus in each panel serving isolated ground circuits. Provide a full size copper neutral bus in each panelboard enclosure. Provide a double size neutral buss when served by a harmonic mitigating transformer.

C. Distribution Panelboards
1. Circuit breakers shall be equipped with individually insulated, braced and protected connectors. The front faces of all circuit breakers shall be flush with each other. Large, permanent, individual circuit numbers shall be affixed to each breaker in a uniform position. Tripped indication shall be clearly shown by the breaker handle taking a position between “ON” and “OFF”. Provisions for additional breakers shall be such that no additional connectors will be required to add breakers. Circuit breakers shall be of the frame size, trip setting and interrupting capacity as indicated on the drawings. Circuit breakers shall be rated 65,000 AIC unless otherwise noted on plans.
2. Provide arc energy reduction switch for each breaker rated 1200 amps or larger to comply with 240.87 of the NEC. Switch shall be equipped with a pad lockable cover with a blue LED pilot light that illuminates when system is activated. Locate switch and cover recessed mounted adjacent to the breaker it serves or remote as indicated on the plans. Provide label and all required hardware. Remote switch(es) shall be flush mounted in wall near entry to the room.
3. Fusible Switches
    a. All fusible switches shall be quick-make, quick-break with visible blades and dual horsepower ratings. Switch handles shall physically indicate “ON” and “OFF” positions. Switches shall be lockable only in the “OFF” position and accept three industrial type heavy duty padlocks. Switch covers and handles shall be interlocked to prevent opening in the “ON” position. A means shall be provided to permit authorized personnel to release the interlock for inspection purposes. Switches shall include positive pressure rejection type fuse clips for use with UL Class R fuses and be UL labeled for 200,000 AIC.

D. 480/277 Volt Panelboards
1. Main breakers shall be vertically mounted. Horizontally mounted main breakers are not acceptable.
2. Circuit breakers shall be bolt-on thermal-magnetic, molded case circuit breakers. Breakers shall be 1, 2 or 3 pole with an integral crossbar to assure simultaneous opening of all poles in multiple circuit breakers. Breaker shall have an over-center, trip-free, toggle-type operating mechanism with quick-make, quick-break action and positive handle indication. Handles shall have “ON”, “OFF” and “TRIPPED” positions. Circuit breakers shall be UL listed in accordance with UL Standard 489 and shall be rated 277 volt ac (single pole, 15-30 amperes) or 480Y/277 volts ac (2 and 3 pole) with continuous current ratings as noted on the plan. Interrupting ratings shall be a minimum of 18,000 rms symmetrical amperes at 277 volts ac (single pole) or 480Y/277 volts ac (2 and 3 pole). Single pole, 15 and 20 ampere circuit breakers intended to switch fluorescent lighting loads on a regular basis shall carry the SWD marking. Circuit breakers shall be rated at a minimum of 18,000 AIC unless otherwise noted on plans.

E. 240 Volt Panelboards
1. Main breakers shall be vertically mounted. Horizontally mounted main breakers are not acceptable.
2. Circuit breakers shall be bolt-on thermal-magnetic, molded case circuit breakers. Breakers shall be 1, 2, or 3 pole with an integral crossbar to assure simultaneous

opening of all poles in multiple circuit breakers. Breakers shall have an overcenter, trip-free, toggle-type operating mechanism with quick-make, quick-break action and positive handle indication. Handles shall have "ON", "OFF" and "TRIPPED" positions.

3. Circuit breakers shall be UL listed in accordance with UL standard 489 and shall be rated 240 volts ac maximum with continuous current rating as noted on the plans.
4. Branch circuit breakers feeding convenience outlets shall have sensitive instantaneous trip settings of not more than 10 times the trip settings of the breaker to prevent repeated arcing short resulting from frayed appliance cords. Single pole 15 and 20 ampere circuit breakers shall be UL listed as "Switching Breakers" at 120V ac and carry the SWD marking.
5. UL Class A 5mA ground fault circuit protection shall be provided on all receptacle circuits serving wet areas and on all 120V ac branch circuits as specified on the plans or panelboard schedule. This protection shall be an integral part of the branch circuit breaker which also provides overload and short circuit protection for branch circuit wiring. Tripping of a branch circuit breaker containing ground fault circuit interruption shall not disturb the feeder circuit to the panelboard. A single pole circuit breaker with integral ground fault circuit interruption shall require no more panelboard branch circuit space than a conventional circuit breaker.
6. UL Class B 30mA ground fault circuit protection (GFEP) shall be provided on all equipment circuits requiring ground fault protection. This protection shall be an integral part of the branch circuit breaker which also provides overload and short circuit protection for branch circuit wiring.
7. Provide Shunt Trip Breakers including control power for circuits under cooking hoods and other equipment having this requirement.
8. Provide Breaker with Switched Neutral circuits with common trip for gasoline pumps and other equipment having this requirement.
9. Circuit breakers shall be rated 22,000 AIC at 240V unless otherwise noted on plans.
10. Provide double sized neutral bus with panels served from a non-linear transformer or when indicated on drawings. This shall be a UL approved assembly.

F. Cabinets and Fronts

1. The panelboard bus assembly shall be enclosed in a steel cabinet. The rigidity and gauge of steel to be as specified in UL Standard 50 for cabinets. Wiring gutter space shall be in accordance with UL Standard 67 for panelboards. The box shall be fabricated from galvanized steel or equivalent rust resistant steel. Provide stainless steel front cover for all panels located in all Pool Equipment rooms, Food Labs, Snack Bars, Culinary Arts, Kitchens and Life Skills rooms. All NEMA-1 panels shall have hinged front covers. The front cover shall have a door with hinges, latch and a lock. The piano hinged front covers door-in-door shall allow full access to the circuit breaker gutter area without having to remove the entire front cover. All panelboard lock shall be keyed alike. Circuit breaker and fusible distribution panels shall have four-piece trims. A welded circuit directory frame and card with a clear plastic covering shall be provided on the inside of the door. Provide NEMA 1 enclosure where installed indoors unless otherwise noted. Provide NEMA 3R enclosure where installed outside or in a sprinkled area.

G. Safety Barrier

1. The distribution panelboard interior assembly shall be dead front with panelboard cover removed. Main lugs or main breakers shall have barriers on five sides. The barrier in front of the main lugs shall be hinged to a fixed part of the interior. The end of the bus structure opposite the mains shall have barriers.

H. Integrated Equipment Short Circuit Rating

1. Each panelboard, as a complete unit, shall have a short circuit current rating equal to or greater than the integrated equipment rating shown on the panelboard schedule or on the plans. This rating shall be established by testing with the over-current devices mounted in the panelboard. The short circuit tests on the over-current devices and on

the panelboard structure shall be made simultaneously by connecting the fault to each over-current device with the panelboard connected to its rated voltage source. Method of testing shall be per Underwriters Laboratories Standard UL 67. The source shall be capable of supplying the specified panelboard short circuit current or greater. Testing of panelboard over-current devices for short circuit rating only while individually mounted is not acceptable. Also, testing of the bus structure alone is not acceptable. Panelboards shall be marked with their maximum short circuit current rating at the supply voltage and shall be UL listed.

I. Metering
   1. Provide a branch circuit meter to meter the branch circuits indicated on the drawings. It shall provide kW, kVA, kWh and kVAh. It shall be externally mounted next to the panel. Communication protocol shall include BACnet or Modbus TCP over ethernet. Connect to the Building Automation System. Program to notify building owner if the load exceeds values set by the energy code indicated on the load analysis. This shall comply with 220.12 Exception No. 1 of the 2017 NEC.
   2. Provide a Shark meter to meter the entire panel as indicated on the drawings. It shall include per phase and total kW, kVA, accumulated kWh, kVAh, power factor, peak demand, frequency, current and voltage It shall be mounted in the panel board or externally mounted next to the panelboard. Communication protocol shall include BACnet or Modbus TCP over ethernet. Connect to the Building Automation System. Program to notify building owner if the load exceeds values set by the energy code indicated on the load analysis. This shall comply with 220.12 Exception No. 1 of the 2017 NEC.

J. Load Centers
   1. Provide load centers where indicated.
   2. Load centers shall have mains ratings and branch circuit breaker ratings of the size and number as indicated on drawings. Load centers shall be plug-on type construction. All current carrying parts of the bus assembly shall be plated copper. Terminals for feeder conductors to mains and branch neutral shall be UL listed as suitable for the type conductor specified. The load center bus assembly shall be enclosed in steel cabinet. The size of the wiring gutters and gauge steel shall be in accordance with UL Standards No. 67 and No. 50. Fronts shall include door and be provided with a directory for circuit identification. Load center boxes and fronts shall have corrosion resisting phosphate treatment and a gray baked enamel finish. Load centers shall be UL listed and meet Federal Specification U-P-115b as Type I, Class 2.
   3. All breakers shall be full width, plug-on-type, toggle action with quick-make, quick-break mechanism. Provide Square D ‘QO’ breakers or approved equal. Piggy-back or half width breakers are not acceptable. Trip indication shall be clearly shown by the breaker handle taking a position between “ON” and “OFF” when the breaker is tripped. All multi-pole breakers shall be single operating handle, common trip variety. Branch circuit breakers feeding convenience outlets shall have sensitive, instantaneous trip in order to give “flash protection” for frayed, stranded wire cords. QWIK-GARD circuit breakers with ground fault circuit interrupters shall be used in accordance with the National Electrical Code. Circuit breakers shall be UL listed and meet the requirements of Federal Specification W-C-375B/GEN, Class 1. Provide ARC Fault circuit interrupter breaker to comply with 210.12 of the N.E.C.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install panelboards, including electrical connections, in accordance with manufacturers written instructions, NEC and recognized industry practices.

B. All panels shall be mounted to unistrut. Unistrut shall be securely mounted to the floor and structural ceiling. Toggle bolts or anchor bolts attached to drywall is not acceptable.

C. Housekeeping Pads: Mount floor mounted panelboards on 4 inch high concrete housekeeping pads.

D. Fuses: Install fuses of the rating and class as shown in each fusible distribution panel scheduled on drawings.

E. Conduits: Stub up three one inch conduits to an accessible location above the ceiling for each recessed panelboard.

3.2 IDENTIFICATION

A. Nameplate: Each panelboard shall have an engraved bakelite nameplate. Nameplates shall be white with black letters and show panel designation. Nameplates shall be attached with stainless steel screws. Refer to Section 26 02 00, paragraph 2.8(C).

B. Directory Card: Cardholders and directory cards shall be furnished for circuit identification in panelboards. Cardholder shall be located on inside of panel door and shall be in a metal frame with clear plastic front. Circuit lists shall be typewritten. Circuit descriptions shall include location and name of each item of equipment served. Spares and spaces shall be written in erasable pencil for future use. Circuit directory shall show the room served by each circuit. The final graphs/signage room numbers shall be used. Do not use Architectural numbering on plans.

C. Replacement Components: Where circuit breakers or fuses are applied in compliance with the series combination ratings marked on the equipment by the manufacturers, the equipment enclosure(s) shall be legibly marked in the field to indicate the equipment has been applied with a series combination rating. The marking shall be readily visible and state "caution - Series Rated System." (NEC 110-22). Nameplate shall also identify replacement components.

D. Replacement Components: Nameplate shall identify replacement components.

3.3 INFRARED SCANNING

A. After Substantial Completion by not more than 2 months after Final Acceptance, perform an infrared scan of each switchboard. Remove fronts if not equipped with viewing ports to make joints and connections accessible to a portable scanner. Submit a copy the owner and engineer for review. If O&M manuals are submitted prior to performance of infrared scan, contractor shall submit a signed letter to verify the scan has been arranged. Letter shall indicate the scan provider and the date It will be performed.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 00 00 - EARTHWORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Grading and earthwork which occurs in areas other than under structures, under paving, or trenching for utilities.

B. Earthwork consists of operations required for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades: finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and within lines and grades established on Drawings.

1.2 RELATED SECTIONS:

A. Trenching, structure excavation, backfilling and grading - Section 312333.

B. Excavating, backfilling and compacting for utilities - Section 312300.

1.3 REFERENCES:

A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lbf/ft^3).

B. ASTM D4972 - pH of Soil.

C. ASTM G57 - Field Measurement of Soil Resistivity Using the Wenner Four Electrode Method.

D. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.

1.4 EXISTING UTILITIES:

A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the Drawings, immediately notify the ENGINEER.

1.5 DEFINITIONS:

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. General Site Fill: Suitable, clean material excavated on-site or off-site may be used as fill material. Suitable material shall consist of clay soils classified as CH according to the unified soil classification system. Clay soil used as fill shall have a liquid limit of less than 55 and a Plasticity Index comparable with on-site soils.

D. Select Fill: Select fill material, as required for construction, defined in the plans and/or Sections 321100, shall consist of inorganic silty or sandy clay.

E. Subgrade: Consists of that portion of the surface on which a compacted fill, backfill or topsoil is placed.

F. Borrow: Material taken from on-site designated areas or approved off-site sources to make up any deficit of excavated material. Obtain from area that is normally dry and well drained. Borrow does not include topsoil.

G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated on the Drawings.

I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the ASTM D698.

PART 2 - PRODUCTS

2.1 SELECT FILL:

A. Source: Obtain select fill material from required excavation, or if excavated material is not adequate, from borrow areas approved by the ENGINEER. Material from source shall be tested for compliance with project requirements and approved by the Owner and Testing Laboratory.

B. Suitability: Use the best material available from excavation or borrow, suitability of select fill is subject to the ENGINEER'S approval.

C. Quality: Select fill material must be free of rock and clay lumps or excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Select fill material shall consist of inorganic silty or sandy clay. Additional select fill requirements are described in Sections 321100.

2.2 FILL AND BACKFILL UNDER TOPSOIL:

A. Source: Obtain site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the ENGINEER.

B. Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the Testing Laboratory\Engineer's approval.

C. Quality: Fill material shall be free of excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Fill material shall have a plasticity index between 6 and 25, inclusive, and shall generally be of similar character to that of existing soil at the site.

PART 3 – EXECUTION

3.1 STRIP AND STOCKPILE:

A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading. Remove top 6 inches of topsoil where necessary and

stockpile on the property as directed by the Owner. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the grading plan.

B. Removal of topsoil in building areas and paving areas is further described under provisions of Section 311413.23.

3.2 EXCAVATION:

A. Objective: As shown on the Drawings, excavate to lines, grades and elevations required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within plus or minus 0.1 foot. Over excavation shall be restored by the Contractor at his own expense. Finished grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.

B. Drainage: During excavation, maintain grades as required to provide positive drainage away from structures; or, as directed by the Engineer, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If, at time of excavation, it is not possible to place material in the proper section of permanent construction, CONTRACTOR shall stockpile the material in Owner or Architect approved areas for later use.

D. Stone or Rock: Stone or rock fragments greater than 6" will not be allowed in fills or embankments. Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress, cut and fill slopes to slope, cross section and alignment, as shown.

3.3 TREATMENT OF SUBGRADES:

A. All topsoil and vegetation shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

B. After stripping the topsoil in areas to receive fill or cut areas, the exposed ground surface shall be scarified to a depth of 6 inches, the moisture adjusted, and then recompact to a minimum density of 95 percent of the maximum density as obtained in the Standard Proctor Compaction Test (ASTM D698), at a moisture content between minus 1 to plus 3 percent of optimum. Any soft or compressible areas detected during the re-compaction process shall be undercut such that sound subgrade soils are exposed and recompacted. Site excavated or select fill shall then be used to bring all areas to grade. Allow for placement of minimum 4-inch layer of top soil in areas not covered by building or pavement.

C. Finished subgrade shall be inspected by Testing Laboratory for determination that subgrade meets requirements of Contract Documents.

3.4 PLACING FILL AND BACKFILL:

A. Examination of Subgrade: Do not place fill on any part of the subgrade until the subgrade preparation has been accepted by the Engineer.

B. Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that are uncovered in the fill material.

C. Spreading Fill and Backfill: After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer. Maintain positive drainage throughout construction. The combined excavation and fill placing operation shall be such that the material when compacted in the fill will be blended sufficiently to secure the best practicable degree of compaction. The suitability of the materials shall be subject to testing by the Testing Laboratory and approval of the Engineer. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized and brought to uniform approved moisture content.

D. Attaining Proper Bond: If, in the opinion of the Testing Laboratory, the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

E. Place materials to proper elevation allowing for depth of topsoil furnished under this Contract.

3.5 MOISTURE CONTROL:

A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content shall not vary from the optimum, as determined by ASTM D698, by more than minus 1 to plus 3 percent of optimum.

B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other Engineer approved method.

3.6 COMPACTION:

A. Rough Grade: Compact each layer of fill material with suitable equipment as necessary to secure 95% to 98% Standard Proctor Density (ASTM D698) within the specified range of the moisture content.

B. Finish Grade: Place and lightly compact topsoil to achieve finish grades.

3.7 DISTRIBUTION OF TOPSOIL:

A. Perform rough grading and topsoil/finish grading work.

B. Preparation:

1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade.
2. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil

C. Placement:

1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.

2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.

3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for lawn planting.

4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.

D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.8 MATERIAL DISPOSAL:

A. Excess Excavation Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Geotechnical Engineer): Remove excess excavated material from the construction site or place on the property as directed by the ENGINEER.

B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Geotechnical Engineer): Remove waste material from the project site before Final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

PART 4 - TESTING

A. The testing laboratory will make tests of in-place density in accordance with ASTM Standards. Backfill operations will be monitored continuously by the testing laboratory at structures. It will be the responsibility of the CONTRACTOR to notify the testing laboratory before backfill operations begin.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 11 00 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. Cleaning and grubbing shall consist of the removal of trees, stumps, brush, roots, vegetation, logs, rubbish, railroad rails, railroad ties, abandoned monitoring well and other objectionable matter within the project site limits described in the specifications or as shown on plans.

B. Cleaning and grubbing shall be done in advance of grading operation. Grubbing may be done simultaneously with excavation, if the cuts are over 3 feet in depth and objectionable matter is removed as specified.

C. Clearing and Grubbing shall consist of the disposal of all debris resulting from the work specified herein.

1.02 PROTECTION OF ADJACENT WORK:

A. Provide protection necessary to prevent injury or damage to existing improvements, adjacent property, utilities and other facilities, and trees and plants, indicated to remain in place.

B. Protect improvements on adjoining properties and all areas outside indicated construction areas from injury or damage.

B. Restore damaged improvements to their original condition, as acceptable to the Engineer and property owners.

D. Conduct site clearing and grubbing operations to ensure minimum interference with road, streets, alleys, walks, and other adjacent, occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide all required personnel, equipment, and materials required to perform the work as specified.

PART 3 – EXECUTION

3.01 CLEARING:

A. Clear all areas proposed to be covered by dikes, roads, drainage facilities, curbing, sidewalks, landscaping, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limbs stubs on trees not to be removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1. Footings	18-inches below bottom of footing.
2. Sidewalks (or other types of walks)	12-inches below bottom of walk.
3. Roadways or Streets	24-inches below bottom of base material.
4. Parking Areas	24-inches below bottom of base material.
5. Grassed Areas	18-inches below top soil.
6. Fills	24-inches below bottom of fill.
7. Abandoned Utilities	72-inches below natural ground

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP

A. Burn as permitted by regulating agencies and the Engineer as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the Contractor and shall be his responsibility for disposal.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 22 16.13 - EXCAVATION, BACKFILL AND COMPACTION FOR PAVEMENT

PART 1 – GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Prior to commencement of this work, all required erosion control and tree protection shall be in place.

B. Perform all required excavation, backfill and compaction within the limits of right of way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).

C. Remove, properly use, or dispose of all excavated materials.

D. Shape and finish all earth work in conformance with lines and grades as shown on the plans or as specified by the Engineer.

E. Schedule work to avoid property owner inconvenience as practical during construction.

F. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.

G. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

A. All street excavation shall be unclassified, regardless of material encountered.

B. Any reference to rock or any other material on the plans, or in these specifications, is not to be construed as classification of the excavation.

1.03 REFERENCES

A. ASTM D698 - Moisture-Density Relations of Soils (Standard).

B. ASTM D4318 - Test for Liquid Limit, Plastic Limit and Plasticity Index of Soils.

1.04 EXISTING UTILITIES

A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the Drawings, immediately notify the Engineer.

1.05 DEFINITIONS

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. Pavement Select Fill: Select fill material excavated on site or suitable borrow material consisting of inorganic sandy clay meeting specified requirements.

D. Natural Subgrade: Consists of that portion of the surface on which a compacted embankment or pavement is constructed, after removal of 6-inch topsoil layer, as described in Section 312313.

E. Compacted Embankment: A subgrade under pavement consisting of fill placed and compacted between the top of compacted natural subgrade and underside of pavement and including fill areas adjacent to paving within limits shown on Typical Cross Sections.

F. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

G. Excavation: Excavation of every description and of whatever substances encountered within the grading limits of the project to the lines and grades indicated on the Drawings.

H. Compaction: Compaction of subgrade soil materials, shall be measured as a percent of Standard Proctor Density at the specified moisture content as determined by ASTM D698

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fill Under Pavement

1. Inorganic sandy clay.

2. Optimal plasticity index between 7 and 20.

3. Optimal liquid limit of 35 or less.

4. No rock or pieces larger than 3 inches greatest dimension.

B. All fill soils shall be free of organic material and debris. A quality control program shall be established by the Contractor to check that zones of unsuitable soils are not allowed in the paving areas.

PART 3 - EXECUTION

3.01 HANDLING OF TOPSOIL

A. Remove top 6 inches of topsoil within limits of the paving section, and area adjacent to paving section as required, and stockpile on the Owners property in an approved location.

3.02 STRIPPING OF GROUND SURFACE

A. All vegetation, all decayed vegetable matter, rubbish and other unsuitable material within the areas to be graded, not removed by clearing, shall be stripped or otherwise removed to 18

inches below ground level before grading or other earthwork is started. In no case will such material be allowed to remain in or on the areas to be graded.

3.03 EXCAVATION

A. Objective: As shown on the Drawings, excavate to lines, grades and elevations required for subsequent construction of embankments, flexible base, or pavement. Remove materials within the indicated limits and dispose as directed.

B. Drainage: During excavation, maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If, at time of excavation, it is not possible to place material in the proper section of permanent construction, stockpile the material in approved areas for later use.

D. Stone or Rock: Stones or rock fragments larger than 1-inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress, cut and fill slopes to slope, cross section and alignment, as shown.

3.04 NATURAL SUBGRADE UNDER PAVEMENTS

A. Remove existing earth as required for placement of pavement section as indicated on the Drawings. Proof roll excavated surface with a 20 ton or larger roller to identify soft or undesirable material and remove such soft or undesirable material to suitable material beneath at least 2 feet below grade. Break down sides of holes or depressions to flatten the slopes.

B. Fill any such hole or depression with appropriate soil with similar classification, moisture content, and density as adjacent soils.

C. Grade adjustments within pavement construction limits shall be accomplished with pavement select fill, placed in maximum 8-inch lifts moistened and compacted as specified in this Section.

D. After depressions have been filled, grade adjustments made, and immediately before placement of pavement section, thoroughly loosen the foundation material to a depth of 8 inches. Remove roots and debris turned up while loosening the soil. Adjust moisture and recompact the subgrade as specified in this Section.

3.05 PLACING EMBANKMENT FILL FOR GRADE ADJUSTMENTS

A. Inspection of Natural Subgrade: Proof roll excavated surface with a 20 ton or larger roller to identify soft or undesirable material and remove such soft or undesirable material to suitable material beneath. Any soft or compressible areas detected during the re-compaction process shall be undercut such that sound subgrade soils are exposed and recompacted. Do not place select fill for grade adjustments to the natural subgrade until the surface has been approved.

B. Prior to placing pavement fill, scarify the natural subgrade to a depth of 6 inches. As needed, adjust the moisture content to between optimum and plus 4 percent. Recompact to the subgrade to a dry density between 95% of the maximum Standard Proctor Density, as determined by ASTM D698.

C. Removing Debris: During the dumping and spreading process, remove all roots, stones, and debris that are uncovered in the select material.

D. Spreading Fill: After dumping, spread the pavement select fill in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8-inches and compact to the moisture/density values specified above. Place fill adjacent to pavement sections to elevations indicated.

E. Attaining Proper Bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

3.06 MOISTURE CONTROL

A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content of the pavement base material shall not vary from -2 percent optimum, as determined by ASTM D698, to more than plus 3 percent of optimum. The moisture content of the natural subgrade under pavement sections, including grade adjustments with pavement select fill, as determined by ASTM D698 shall be maintained between optimum and plus 4 percent of optimum.

B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by disking or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.07 COMPACTION

A. Compact each layer of pavement select fill with suitable rollers as necessary to obtain a dry density of 95% maximum dry density within the specified range of the moisture content, according to ASTM D698.

3.08 MATERIAL DISPOSAL

A. Excess Excavated Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been approved) shall be removed from the construction site before Final Inspection. Approved excess material shall be deposited on the Owner's property in an approved location.

B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been approved) shall be removed from the project site before Final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

3.09 TESTING AND CONTROL

The testing laboratory will make tests of in-place density in accordance with ASTM Standards (Specification Section 01460). Backfill operations will be monitored continuously by the testing laboratory.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 23 33 - TRENCH EXCAVATION, BACKFILL, AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. Excavation, shoring, dewatering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching.

B. All work must be performed in accordance with these specifications and the safety requirements of the State and OSHA standards.

1.02 JOB CONDITIONS

A. Site Acceptance

1. Contractor shall accept the site conditions existing during the Contract Time.

2. Ground water and surface water are conditions of the contract and the responsibility of Contractor.

B. Adverse Weather

1. Place no backfill that is wet or frozen.

2. Place no backfill in wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL

The types of material to be used for bedding and backfill are identified on the Drawings or in the Special Provisions of the contract documents. Material types are defined either by class in accordance with ASTM D2321, or by product description. Contractor is responsible for determination of source of materials and shall submit characterization analysis and physical sample of proposed bedding material for approval prior to construction.

A. Class Designations Based on Laboratory Testing (ASTM D2321 and by reference ASTM D2487 and D653).

1. Class IA: Manufactured aggregates (angular crushed rock/gravel), open-graded, clean.

a. Plasticity Index: Non-plastic.

b. Gradation: 100% passing 1½" sieve, ≤ 10% passing No. 4 sieve, and < 5% passing No. 200 sieve.

2. Class IB: Mixture of manufactured aggregates (Class 1A) and sand, dense-graded, clean.

a. Plasticity Index: Non-plastic.

b. Gradation: 100% passing 1½" sieve, ≤ 50% passing No. 4 sieve, and < 5% passing

No. 200 sieve.

3. Class II: Well and poorly graded gravels and sands, clean or with little to moderate fines (silt and clay).

   a. Plasticity Index: Non-plastic.

   b. Gravel: 100% passing 1½" sieve, < 5% passing No. 200 sieve (i.e. <5% fines), and < 50% of the non-fines passing a No. 4 sieve.

   c. Sand: 100% passing 1½" sieve, < 5% passing No. 200 sieve (i.e. <5% fines), and > 50% of the non-fines passing a No. 4 sieve.

   d. Gravel, Sand with Fines: 100% passing 1½" sieve, and 5% to 12% passing No. 200 sieve (i.e. 5% to 12% fines).

4. Class III: Silty/clayey gravels and sands, gravel-sand-silt/clay mixtures.

   a. Plasticity Index: (Refer to ASTM D2321)

   b. Gradation: 100% passing 1½" sieve, 12% to 50% passing No. 200 sieve.

* Note: Dense-graded (i.e. well graded) and open-graded (i.e. poorly graded) materials are defined on the basis of the coefficient of uniformity, $Cu = D_{60}/D_{10}$, and the coefficient of curvature, $Cc = (D_{30})^2/(D_{10}\times D_{60})$, where D_{60}, D_{30}, and D_{10} represent the sieve opening dimensions through which 60%, 30%, and 10% of the material would pass, respectively:

Dense-graded: $1 \le Cc \le 3$ for both gravel and sand, plus $Cu \ge 4$ for gravel; $Cu \ge 6$ for sand.
Open-graded: Either Cc or Cu criteria for dense gradation are not met.

B. Designations Based on Product Descriptions:

1. Excavated Material Backfill: Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6" and frozen earth, debris and roots larger than 2" are removed for the initial backfill. Plasticity Index shall be less than 30. Excavated backfill material must be approved by Engineer.

2. Select Backfill: Select Backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimensions greater than 2 inches. Plasticity Index shall be between 7 and 22. Select backfill must be approved by Engineer.

3. Sand Backfill: Sand backfill shall be clean, hard, durable, uncoated grains, free from lumps and organic material. All materials must pass a No. 8 sieve with less than 5% passing a No. 200 sieve (equivalent to ASTM 2321 Class II Sand Gradation excluding material captured on No. 8 sieve).

4. Granular Backfill: Granular backfill shall be free flowing, such as sand or hydraulically graded stone fines, or mixed sand and gravel, or sandy loam. The material shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

5. Controlled Density Fill: Use high slump mixture of Portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture having 28-day compressive strength of 70 psi minimum and 150 psi maximum with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK

A. Use crushed rock or stone with 70-100% passing 1½ inch sieve and no more than 50% passing 1 inch sieve.

2.03 GEOTEXTILE MATERIAL FOR UNSTABLE TRENCHES

A. Where unstable wall or trench bottom conditions are present as determined by the Engineer, a geotextile material shall be installed.

B. The geotextile shall be designed to prevent loss of trench support caused by migration of sand and fines into the embedment matrix and secure the embedment around the pipe.

C. The geotextile shall be a nonwoven, needle point construction and shall consist of long-chain polyethylene or polyamide. The fibers shall be oriented into a stable network whereby they retain their positions with each other. The textile shall be free of any chemical treatment commonly found in soil. The geotextile shall conform to the following properties:

Tensile Strength: ASTM D 4632	130 LBS.
Elongation: ASTM D 4632	50%
Mullen Burst Strength: ASTM D 3786	250 psi
Coefficient of Permeability: K-cm/sec. (20 CFMC-GET-2, Constant Head) ASTM D 4491	0.10cm/sec.
Puncture Strength:	80 LBS.

D. The geotextile shall be furnished in protective wrapping to protect the material from ultraviolet radiation, contamination from other substances, and abrasion or shipping damage. Any material received damaged, shall be rejected.

PART 3 - EXECUTION

3.01 GENERAL

A. Dewatering

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on wet soil.

2. Prevent surface water from flowing into excavation.

3. Provide equipment for handling water encountered as required. Obtain Engineer’s prior approval of proposed method of dewatering.

4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities

1. Notify all utility companies of location and schedule of work.

2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility companies and Engineer of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the Contractor's expense.

C. Sheeting, Shoring and Bracing

1. All sheeting, shoring, and bracing shall be in accordance with the Contractor's Excavation Safety System Plan and the safety requirements of the State and OSHA Standards.

2. Provide as necessary to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.

3. Leave Sheeting and shoring in place where removal might cause personal injury or damage to the work.

4. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade

1. Grades may be adjusted by written field order from the Engineer to suit unforeseen construction conflicts or conditions. Where the bid includes a single bid price for all depths, no additional compensation will be made for adjustments within 1.5 feet of the plan grades.

3.02 EXCAVATION AND TRENCHING

A. General

1. Method of excavation is Contractor's option.

2. Allow no more than 300 feet of trench to be open at one time.

3. Excavate by hand under and around structures, utilities, and roots of trees required to be left in place.

4. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics

1. Depth: As indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified.

2. Width: Trench width shall be no less than pipe O.D. plus 16 inches or pipe O.D. × 1.25 + 12 inches, whichever is greater.

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavation codes.

4. Trench boxes and shoring shall not be set below the top of the embedment zone.

5. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.

6. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS (e.g. peat, muck, and highly expansive soils)

A. Stop work and notify Engineer.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by Engineer.

3.04 ROCK EXCAVATION

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by Engineer.

C. Use of explosives not permitted without prior written authorization from Owner and Engineer.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 PIPE EMBEDMENT

Pipe embedment includes materials placed in the zone surrounding the pipe including bedding, haunching, and initial backfill over the top of pipe. Refer to the pipe bedding details on the Drawings for material types to be used in the pipe embedment zone.

A. Bedding

1. Place after bottom of trench has been excavated to proper depth and grade.

2. Place, compact and shape bedding material to conform to barrel of pipe and bell to insure continuous firm bedding for full length of pipe.

B. Haunching (bottom of pipe to springline)

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.

2. Do not backfill until any required concrete or mortar has sufficiently cured.

3. Work bedding material under pipe haunches and compact by hand to springline of pipe in 6-inch lifts.

C. Initial Backfill

1. From springline to not less than 12 inches above top of pipe, place backfill and compact in 6-inch layers using vibratory compactors.

2. Backfill simultaneously on both sides of pipe to prevent displacement.

3. Record location of connections and appurtenances before backfilling.

D. Embedment in Unstable Soils

1. Where the Engineer determines that the trench bottom or wall is unstable at the bedding zone, special pipe embedment material stabilization shall be required.

2. Unstable bedding zone conditions shall be determined immediately after trench excavation by checking soil bearing strength capacities at the bedding zone using a Standard Pocket Penetrometer or other appropriate means. A minimum of three readings shall be obtained and averaged. The soil to be tested in the bedding zone shall not be allowed to dry, and shall be tested under “in-situ” conditions. If, in the Engineer’s opinion, the soil has dried, the Penetrometer Test shall be taken after removing a sufficient amount of soil from the wall or bottom surface in order to obtain a representative sample.

3. If the average reading is less than 8 blows per foot, then the pipe bed shall be prepared as follows:

   a. The trench shall be dewatered to the greatest extent possible and rock shall be placed and compacted to form a firm trench bottom. No pipe shall be laid until stabilization is to the satisfaction of the Engineer.

   b. A geotextile material shall be placed in the trench and the embedment material and pipe installed as indicated on the Drawings. Overlap geotextile around the top of the pipe envelope a minimum of 12 inches.

   c. The geotextile shall be installed in accordance with the manufacturer’s recommendations. Prior to installation, the geotextile shall be stretched, aligned, and placed without any wrinkles. If the material is damaged or punctured, the damaged area shall be patched by overlapping and stitching.

4. Where the trench wall is unable to support trench boxes at a level above the top of the embedment zone, sheeting shall be used for trench wall stabilization to enable such use of trench boxes or as stand-alone trench protection in lieu of trench boxes. Sheeting installed below the top of the embedment zone shall be extracted vertically in incremental steps of one (1) foot or less. Embedment material shall be placed in loose lifts before each extraction step and thoroughly compacted immediately after each step to ensure that no compacted lift is disturbed by subsequent extraction. Contractor shall ensure the soils of the trench walls on both sides of the embedment zone remain as dense as the original unexcavated condition so that the pipe embedment remains firmly supported. In no case shall a trench box be permitted to rest below the top of the embedment zone.

E. Embedment of Flexible Pipe in Saturated Soils (Sewer Pipe Only)

1. Consolidated Soils: Pipe embedment may be installed using least restrictive, open-graded material.

2. Unconsolidated, Stable Soils: Dense-graded material shall be used to prevent loss of trench support caused by migration of soil into the embedment matrix. Alternately, open-graded embedment may be used in combination with geotextile fabric as specified for unstable soil.

3.06 TRENCH BACKFILL

A. Final Backfill

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.

2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, or cause the installed pipe to be moved from the established grade and alignment.

3. Place minimum cushion of 3 feet of compacted backfill above pipe envelope before using heavy compacting equipment.

4. Use excavated material for final backfill subject to the requirements for Excavated Backfill unless otherwise specified.

5. Areas under or within 5 feet of pavement, and under or within 2 feet of utilities, buildings, or walks shall be backfilled with sand and mechanically compacted to the top of the subgrade in 8-inch lifts to a minimum of 95% Standard Proctor Density.

6. Areas not subject to vehicular traffic shall be backfilled in layers not more than 12 inches.

7. Structural and non-structural backfill shall be mechanically compacted. Compaction method is at discretion of Contractor with following exceptions:

   a. If in Owner's opinion compaction method presents potential damage to pipe, it will not be allowed.

   b. Flooding or water jetting may be permitted only if a geotechnical report justifying the use of water jetting is submitted to the City Engineer and approval is granted.

8. Mound excavated materials no greater than 6 inches in open areas only.

9. Fill upper portion of trench with topsoil as specified hereinbefore.

B. Controlled Density Fill

1. Use where shown on plans.

2. Provide suitable forms to limit volume of control density fill material.

3. Prevent flow of material into existing drain lines.

4. Protect exposed utility lines during placement.

5. Place material in accordance with suppliers' written recommendations unless directed otherwise by Engineer.

3.07 EXCESS MATERIAL

A. Disposal of excess excavated material shall be the responsibility of the Contractor.

3.08 TESTING

A. Unless specified elsewhere, testing will be responsibility of Owner.

B. Standard Proctor Density

1. ASTM D698.

2. One (1) required for each type of material encountered.

C. In Place Density
1. ASTM D1556 (Sand Cone)

2. ASTM D2167 (Balloon)

3. ASTM D3017 (Nuclear)

D. One (1) test per 250 linear feet of trench on alternating lifts, with a minimum of three tests per visit, for non-structural areas. One (1) test per 100 linear feet of trench on alternating lifts, with a minimum of three tests per visit, for structural areas.

E. Contractor will be responsible for any costs associated with testing performed as a result of failed tests

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 25 14 - EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 - GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment, and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

1.02 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.

B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.

C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.

D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.

F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.

C. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

1.03 SUBMITTALS

Submittals shall be in accordance with Section 013300, SUBMITTALS, and shall include:

A. Manufacturer's Literature: Descriptive data of installation methods and procedures.

B. Certificates: Manufacturer's certification that materials meet specification requirements.

1.04 JOB CONDITIONS AND ORDINANCES

Comply with the local ordinances. If local ordinances require *more* stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

PART 2 - PRODUCTS

2.01 MATERIALS

A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string. Jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three-month time period to prevent a loss of structural integrity of the dike.

B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

Tensile Strength, ASTM D4632	90 lbs.
Puncture Rating, ASTM D4833	60 lbs.
Mullen Burst Rating, ASTM D3786	200 psi.
Apparent Opening Size, U.S. Sieve No. 40	

Silt fence shall be "Enviro Fence" preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

C. SILT FENCE POSTS: A minimum 2" x 2" (nominal) x 54" pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.

D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be l6 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.

E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4". Pipes shall be sized for anticipated flows.

F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the top side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe

runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. Class 1. "Slope Protection"

   (a) Type A. Slopes of 3:1 or flatter-Clay soils

   (b) Type B. Slopes of 3:1 or flatter - Sandy soils

   (c) Type C. Slopes steeper than 3:1 - Clay soils

   (d) Type D. Slopes steeper than 3:1 - Sandy soils

2. Class 2. "Flexible Channel Liner"

   (a) Type E. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) <1.0 lb./sq. ft.

   (b) Type F. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) 1.0 to 2.0 lb./sq. ft.

   (c) Type C. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d)> 2.0 to < 5.0 lb./sq. ft.

   (d) Type H. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d) greater than 0 Equal to 5.0 lb/sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

CLASS I. SLOPE PROTECTION

TYPE A: Slopes of 3: I or Flatter- Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards®
Contech Standards Plus®
Green Triangle Regular®
Green Triangle Superior®
GREENSTREAK® PEC MAT
Curlex®
North American Green® S150
North American Green® S75
North American Green® SC 150
POLYJUTEÔ 4O7/GT
SOIL SAVER®
TerraJute®
Verdyol® ERO-MAT®
Xcel Regular®
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®

Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
Green Triangle Regular®
North American Green® 575
North American Green® SC 150
North American Green® S150
POLYJUTEO 407/CT
TerraJute®
Verdyol® ERO-MAT®
Xcel Superior®
Xcel Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®
ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards Plus®
Curlex®
Green Triangle Superior®
GREENSTREAK® PEC-MAT
North American Green® SC 150
North American Green® S150
POLYJUTEÔ 407/CT
SOIL SAVER®
TerraJute®
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®
GEOCOIR®/DEKOWE®700
Green Triangle Superior®
North American Green®S150
North American Green®SC150
POLYJUTEÔ 407GT
TerraJute®
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall prepare the site for installation of the erosion and sediment control devices in accordance with the manufacturer's recommendations when applicable. At all times, CONTRACTOR, shall take extreme care during the installation of the applicable devices to minimize disturbance of the project site.

3.02 INSTALLATION

A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4” and securely anchored using 2” x 2” wood stakes driven through the bales into the ground a minimum of 6” Straw bales are to be placed directly adjacent to one another leaving no gap between them.

2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.

3. The-excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4” above ground level on the uphill side. Loose straw shall be scattered over the area immediately uphill from a straw barrier.

B. SILT FENCE

The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6 inch wide by 6 inch deep trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer’s recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6” or installation of support post to depth of 12”. Fabric shall overlap at abutting ends a minimum of 3’ and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in steam beds, create a retention pond, detain sediment and release water in sheet flow.

2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18”, measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48” measured at the bottom of the berm and 18” measured at the top of the berm.

3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6”, the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.

2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.

3. Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than *5%* or which will be exposed for more than 30 days.

2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "track walked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer. Apply a minimum of three (3) coverages to each area with the dozer tracks,

3. Route runoff from the areas through the appropriate silt fence system.

4. Protect earth spoil areas by "trackwalking" and silt fences.

F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.

2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6 feet per second and shall consist of a layer of crushed stone *3"* thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 6 inches above the design water surface elevation based on a two year storm.

3. An interceptor swale shall be installed across exposed slopes during construction and

should intercept no more than five *(5)* acres of runoff. Swales shall have a minimum bottom width of 2'-0" and a maximum depth of 1'-6" with side slopes of 3 :1 or flatter. Swale must have positive drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4 feet per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.

5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.

6. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will be conveyed to a sediment trapping device.

7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.

8. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.

9. Minimum compaction for the swale shall be 90% standard proctor.

G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25 feet. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.

2. Install diversion dikes to divert runoff to the silt fence installation.

3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.

4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

3.03 MAINTENANCE

A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.

B. Upon completion of construction, properly remove the temporary erosion and sediment control

structures and complete the area as indicated.

C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

3.04 FIELD QUALITY CONTROL

In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

END OF SECTION

DIVISION 31 00 00 – EARTHWORK

SECTION 31 62 19 TIMBER PILES INSTALATION

PART 1 GENERAL

1.1 DESCRIPTION

Furnish, install, and test timber piles at the locations indicated on the drawings and specified herein. Assume test pile[s] will be directed to be placed in a location[s] that can be incorporated into the work.

1.2 SUBMITTALS

A. Shop Drawings
   1. Installation Drawings
B. Product Data
   1. Driving Equipment
   2. Helmets and Cushion Blocks
   3. Pile Shoes
C. Test Piles
D. Test Reports
   1. Pile Driving Test Data
   2. Pile Driving Analyzer
   3. Dynamic Testing Of Piles
   4. Test Piles
   5. Load Tests
E. SD-07 Certificates
   1. Timber Piles
F. Closeout Submittals
   1. Pile Driving Records

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack piles during delivery and storage so that each pile is maintained in a straight position and is supported every 10 feet or less along its length (ends inclusive). Do not stack piles more than 5 feet high. Use methods for handling and storage of piles such that the piles are not subjected to excessive bending stress.

Load, unload or transfer treated wood products using procedures specified in AWPA M4. Use slings, padding, or any method to prevent or minimize damage to treated wood products. Treat any damage sustained during handling as specified above.

Untreated piles to be stored for an extended period of time must be inspected periodically, as well as shortly before driving, to detect damage due to fungus and insect attack. If treated piles are to be stored in a horizontal position for an extended period of time, they must be inspected periodically to ensure that the treatment does not seep to the lower half of the pile to the extent that the upper half does not contain a sufficient amount of treatment. Inspect piles for excessive curvature and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads. Curvature in the pile must be measured with the pile laying on a flat surface and is the distance between the pile at the mid-length of the pile and the flat surface. Maximum permissible curvature is 2 inches over the length of the pile. Piles having excessive curvature will be rejected.

B. Damaged Piles

Inspect each pile for soundness, splits, knots and holes before transporting them to the project site and

immediately prior to placement in the driving leads. Bring any unusual pile conditions to the attention of the architect/engineer. Piles which are damaged during delivery, storage, or handling to the extent they are rendered unsuitable for the work, in the opinion of the architect/engineer, will be rejected and removed from the project site, or may be repaired, if approved, at no cost to the Owner.

Any pile damaged by reason of internal defects or by improper driving must be corrected by one of the following methods approved by the Engineer for the pile in question:

a. The pile is withdrawn, if practicable, and replaced by a new and, if necessary, longer pile.

b. One or more replacement piles are driven adjacent to the defective pile.

c. A Pile Dynamic Analysis and integrity testing must be performed by the Contractor's Geotechnical Consultant to assess the structural integrity of the driven pile(s).

A pile driven below the specified butt elevation must be corrected by one of the following methods approved by the Engineer:

a. The pile is spliced (if approved).

b. A sufficient portion of the footing is extended down to properly embed the pile.

A pile driven out of its proper location or out of plumb as approved by the Engineer, must be corrected by one of the following methods approved by the engineer:

a. One or more replacement piles are driven next to the pile in question.

b. As directed by the structural engineer.

1.4 QUALITY ASSURANCE

The producer must brand each treated pile, in accordance with AWPA M1, AWPA M2, AWPA M6, AWPA T1 and AWPA U1. Submit the inspection report of an independent inspection agency, approved by the Contracting Officer, stating that offered products comply with applicable AWPA Standards, and that the plant conforms to AWPA M3.

PART 2 PRODUCTS

2.1 PILE DRIVING EQUIPMENT

Provide Pile Driving Equipment as mentioned in this section.

A. Pile Hammers

Provide a hammer capable of developing the indicated ultimate pile capacity at blow count less than 100 per foot considering hammer impact velocity; ram weight; stiffness of hammer and pile cushions; cross section, length, and total weight of pile; and character of subsurface material to be encountered. Use the same pile hammer, operating at the same rate and in the same manner, as that used for driving test piles. Use wave equation analysis to verify that the hammer will develop stresses within acceptable limits in the piles. At final driving, operate pile hammer in accordance with manufacturer's recommendation. Provide the plant and equipment for air hammers that have sufficient capacity to maintain, under working conditions, the pressure at the hammer specified by the manufacturer. The hose connecting the compressor with the hammer must be at least the minimum size recommended by the Manufacturer. Evaluate hammer performance at the end of driving by measuring blows per minute and comparing with the manufacturer's recommendations. Measure impact velocity of open-end (single acting) diesel hammers at all times during pile driving operations with a device for this purpose. If such a device is not available, obtain the stroke by measuring the speed of operation either manually or with

a device that makes the measurement automatically. Equip closed-end (double acting) diesel hammers with a bounce chamber pressure gauge in good working order, mounted near ground level so as to be easily read by the Contracting Officer. Provide a correlation chart of bounce chamber pressure and potential energy. Equip hydraulic hammers with a system for measurement of ram energy. The system must be in good working order and the results must be easily and immediately available to the Engineer.

B. Driving Helmets and Cushion Blocks

1. Driving Helmets or Pile Cushions

Use a steel driving helmet or pile cushion between top of pile and driving helmet or cap to prevent impact damage to pile. Use a driving helmet or pile cushion combination capable of protecting pile head, minimizing energy absorption and dissipation, and transmitting hammer energy uniformly over top of pile. Provide driving helmet that fits sufficiently loose around top of pile so that pile may be free to rotate without binding within driving helmet. During test pile installation, demonstrate to satisfaction of architect/engineer that equipment to be used on project performs specified function. Use pile cushion of solid wood or of laminated construction using plywood, softwood, or hardwood boards with grain parallel to end of pile. Select the pile cushion thickness placed on the pile head prior to driving by wave equation analysis so that the limiting driving stresses are not exceeded. Replace pile cushion at the start of driving of each pile and when it becomes highly compressed, charred, or burned, or has become spongy or deteriorated in any manner. Show details of driving helmets, and pile cushions.

Submit 2 weeks prior to test pile installation.

2. Hammer Cushion

Use a hammer cushion between driving helmet or cap and hammer ram consisting of aluminum and micarta (or equal) discs stacked alternately in a steel housing or a suitable polymer designed for this specific purpose as indicated by the hammer manufacturer. Use steel plates at top and bottom of hammer cushion. Replace aluminum, micarta or polymer discs that have become damaged, split or deteriorated in any manner. Do not use small wood blocks, wood chips, rope or other materials that permit excessive loss of hammer energy.

If the cushion is other than that specified above, submit to the architect/engineer at least two weeks prior to the commencement of test pile driving, detailed drawings, and records of previous successful use. Generally, follow the pile hammer manufacturer's recommendations with respect to hammer cushions.

PART 3 EXECUTION

A. PRELIMINARY WORK

1.1 INSTALLATION DRAWINGS

Submit pile installation drawings at least 14 calendar days prior to installation. Drawings must indicate individual pile numbers, sequencing, and any phasing or special installation considerations.

A. Wave Equation Analysis of Pile Drivability

1. Prior to driving any pile, submit a pile Wave Equation Analysis, performed by Contractor's Geotechnical Consultant, for each size pile and distinct subsurface profile condition. These analyses must take into account the proposed hammer assembly, pile capblock and cushion characteristics, the pile properties and estimated lengths and the soil properties anticipated to be encountered throughout the installed pile length based on static capacity analysis with consideration of driving gain/loss factors. Only one specific model of pile hammer may be used

for each pile type and capacity.

2. Demonstrate using the Wave Equation Analysis that the piles will not be damaged during driving, indicate that the driving stresses will be maintained within the limits below and indicate the blow count necessary to achieve the required ultimate static pile capacities.

Allowable Driving Stresses

Wood

Compression - 3 ksi
Tension - 3 ksi
Qa Allowable static timber stress

3. Perform a refined Wave Equation Analysis upon completion of the dynamic and static testing programs outlined in this specification section, taking into consideration the evaluated capacities, gain/loss factors and recommended production pile lengths. Develop production pile driving criteria based on the results of the refined Wave Equation Evaluations.
4. All pile driving equipment provided by the Contractor will be subject to the approval of the Contractor's Geotechnical Consultant. Complete the attached pile and driving equipment data form, including hammer information, in full as part of the submittal of the results of the Wave Equation Analyses.
5. Pay for the cost of performing the Wave Equation Analyses and include in the base bid.

B. Pile Length Markings

Mark each pile prior to driving with horizontal lines at one-foot intervals. Mark the interval number on pile every 5 feet from pile tip.

1.2 PILE DRIVING

A. Driving Piles

Notify architect/engineer 10 days prior to driving of test piles and load test. Submit pile driving test data and reports of the dynamic testing of piles within one day after each test is completed.

The Contractor's Geotechnical Consultant will determine the terminal driving criteria based on results of dynamic pile driving tests at the end of drive or restrike

Drive piles to indicated tip elevation in accordance with the schedule which the Contractor's Geotechnical Consultant will prepare from the test-pile driving data. During initial driving and until pile tip has penetrated beyond layers of very soft soil, use a reduced driving energy of the hammer as required to prevent pile damage. Refusal criteria will be established by the architect/engineer. If a pile fails to reach indicated tip elevation, or if a pile reaches tip elevation without reaching required driving resistance, notify architect/engineer and perform corrective measures as directed. Provide hearing protection when noise levels exceed 140 dB. Do not handle or move piles or pile sections in any manner that would result in cracking or permanent damage to the concrete or to the grout surrounding the prestressing cables. Piles may be driven without pile guides or leads providing a hammer guide frame is used to keep the pile and hammer in alignment.

B. Protection of Piles

Take care to avoid damage to piles during handling, placing pile in leads, and during pile driving operations. Support piles laterally during driving, but allow rotation in leads reinforcement orientation is essential, take precautionary measures to maintain the orientation during driving. Square top of pile to longitudinal axis of pile. Maintain axial alignment of pile hammer with that of the pile. If the Contractor elects to use a pile head with projecting strands or mild steel reinforcement, prevent direct impact forces from being transmitted through the reinforcement, by using a special driving head.

C. Pile Placement and Tolerances in Driving

Drive piles with a variation of not more than 2 percent from vertical for plumb piles or more than 4 percent from required angle for batter piles. Maintain and check axial alignment of pile and leads at all times. If subsurface conditions cause pile drifting beyond allowable axial alignment tolerance, notify architect/engineer and perform corrective measures as directed. Place butts within 4 inches of location indicated. Manipulation of piles within specified tolerances will not be permitted. In addition to specified tolerances, maintain a location to provide a clear distance of at least 5 inches from butt to edge of pile cap. If clear distance cannot be maintained, then notify architect/engineer. Piles must be monitored for heave immediately after installation and after adjacent piles are installed. If piles heave more than 1/2 inch notify the architect/engineer Redrive heaved piles to required point elevation. Piles damaged or driven outside the above tolerances must be replaced, or additional piles driven at locations specified by the architect/engineer at no expense to the Owner.

D. Rejected Piles

Withdraw piles damaged or impaired for use during handling or driving, mislocated, or driven out of alignment beyond the maximum tolerance. Replace with new piles or cut-off and abandon damaged or impaired piles and drive new piles as directed. Remove excess cut-off from piles and unacceptable piles from the work site. Perform all work in connection with withdrawing and removing rejected piles from the site at no additional cost to the Owner.

E. Predrilling of Piles

Predrilling to remove soil or other material representing the bulk of the volume of the pile to be driven will not be permitted.

F. Pile Splices

Splicing of piles is not permitted.

G. Pile Cut-Off

Cut-off piles with a smooth level cut using pneumatic tools, sawing, or other suitable methods approved by architect/engineer. Use of explosives for cutting is not permitted. Remove cut-off sections of piles from the site and off government property upon completion of the work.

H. As-Driven Survey

After the driving of each pile group is complete and before concrete is placed, provide the architect/engineer with an as-driven survey showing actual location and top elevation of each pile. Do not proceed with placing concrete until the architect/engineer has reviewed the survey and verified the safe load for the pile group driven. Present a survey in such form that it gives deviation from plan location in two perpendicular directions and elevations of each pile to nearest half inch. Survey must be prepared and certified by a licensed land surveyor.

I. Protection of Existing Structures

Mitigate impact on existing facilities due to pile driving activities in accordance with the drawings.

1.3 FIELD QUALITY CONTROL

A. Test Piles

Use test piles of type and drive as specified for piling elsewhere in this section. The Contractor's Geotechnical Consultant will use test pile data to determine "calculated" pile tip elevation or necessary driving criteria. Submit pile driving analyzer data and report within one day after each test is

completed.

Drive test piles at the locations indicated on structural plans. Drive test piles to indicated tip elevation. Use test piles, if located properly and offering adequate driving resistance in finished work. Provide and operate a pile driving analyzer as specified in paragraph DYNAMIC PILE ANALYSIS during the driving of each test pile. Modify driving as required based upon recommendation of Contractor's Geotechnical Consultant.

1. Dynamic Pile Analysis

   Dynamic testing provides supplemental information for evaluating pile integrity, hammer and drive system performance, assess pile installation driving stresses, and pile capacities. Perform dynamic testing on 10 percent of the piles during the full length of the pile driving and during restrike a minimum of 7 days after initial driving. Dynamic pile testing must also be performed on 10 per cent of production piles as chosen by the architect/engineer. Use piles of type as specified elsewhere in this section. Provide equipment to obtain dynamic measurements, record, reduce and display its data that meet the requirements of ASTM D4945. The equipment must have been calibrated within 6 months prior to the start of the testing operations and thereafter throughout the contract duration. Drive piles at the locations indicated or at the locations selected by the architect/engineer. Employ an independent inspection firm, hereinafter referred to as the "Contractor's Geotechnical Consultant", experienced in the pile driving process, monitoring of test pile installation, and in the use of the Pile Driving Analyzer and its related equipment. Perform dynamic pile analysis as follows:

2. Pile Analyzing

   Not less than 10 working days prior to driving the test piles, submit the pile and complete driving equipment data to the architect/engineer. The Contractor's Geotechnical Consultant must use the submitted information to perform wave equation analyses and must prepare a summary report of the wave equation results. The wave equation analysis using GRLWEAP software by Pile Dynamics, Inc. or equivalent must be used to assess the ability of the proposed driving system to install the pile to the required capacity and desired penetration depth within the allowable driving stresses. Approval of the proposed driving system by the architect/engineer must be based upon the wave equation analyses indicating that the proposed driving system can develop a pile capacity of 30 kips at a driving resistance not greater than 20 blows per inch within allowable driving stress limits. The hammer must also be sized or adjustable such that the penetration per blow at the required ultimate capacity does not exceed 0.5 inches.

3. Pile Drivability

   Perform each dynamic pile analysis in two steps. The first step is to check the hammer, pile, and soil performance, and to determine the suitability of the proposed hammer for the size, length and type of pile being installed for the soil types encountered as the piles are driven. This initial monitoring must determine whether pre-augering or jetting is appropriate, efficiency of the hammer relative to specified efficiency, effectiveness of cushion, level of compressive and tensile stress in pile and extent/location of any pile damage caused by the initial driving.

   With each blow of the pile, record the information listed below electronically and analyze the information using the Pile Driving Analyzer:

   a. Blow number

   b. Blow rate per minute and stroke.

   c. Input and reflected values of force and velocity.

   d. Value of upward and downward traveling force wave with time.

e. Maximum and final transferred energy to pile, hammer system efficiency.

f. Maximum compressive stress, velocity, acceleration and displacement.

g. Maximum tensile stress in pile.

h. Pile structural integrity, damage detection, extent and location.

i. Bearing capacity of pile by Case method.

If the pile, hammer and soil performance evaluation recommend changes to the hammer stroke, pile cushioning, augering or any other aspect for the pile driving operation, incorporate these changes into production pile driving in an effort to control excessive stresses and pile damage.

Replace test piles damaged or broken during installation, incorporating driving modifications as determined by the Contractor's Geotechnical Consultant and reviewed and approved by the architect/engineer. Repeat this procedure until allowable tensile and compressive stresses are achieved in the pile and pile damage is minimized. Subject selected initial driving records to rigorous computer analysis by the Case Pile Wave Analysis Program (CAPWAP) for determination of resistance distribution, soil resistance and properties, and estimation of anticipated gain/loss factors

4. CAPWAP

Signal matching analysis by CAPWAP software of the dynamic pile testing data must be performed on data obtained from the end of initial driving and the beginning of restrike of all control piles. CAPWAP analyses must be performed by an engineer who has achieved Advanced Level or better on the PDI / PDCA Dynamic Measurement and Analysis Proficiency Test for Providers of PDA Testing Services.

Upon completion of [test] pile driving, allow the piles to set-up for at least 72 hours. After evaluation of pile, hammer and soil performance by the Contractor's Geotechnical Consultant, the second step of the dynamic pile analysis may proceed. This portion of the evaluation requires striking the set-up piles a minimum of 20-50 times, or as directed by the Contractor's Geotechnical Consultant using the same hammer which was used for the test pile driving and which will be used for production pile driving. "Warm up" the hammer and make it optimally ready prior to restriking, in order to avoid capacity losses during evaluation of restrike data. Apply maximum hammer energy during restrike in order to fully mobilize the soil resistance. However, exercise care so as to not overstress the pile. In addition to those items listed above, selected restrike driving records (as directed by the Contractor's Geotechnical Consultant) are to be subjected to rigorous computer analysis by the Case Pile Wave Analysis Program (CAPWAP) for determination of resistance distribution, soil resistance and properties, and plot of applied load vs. average pile displacement based on the calculated soil properties.

5. Dynamic Load Test Reporting

a. Upon satisfactory completion of each dynamic load test, submit electronic copies of Pile Performance Report for the Contractor by the Contractor's Geotechnical Consultant. The submittal must be prepared and sealed by a Professional Engineer registered in Texas.

b. The report for the Dynamic Pile Analysis must contain the following information:

(1) Capacity of pile from Case Pile Wave Analysis Program (CAPWAP). Information resulting from analysis of a selected restrike blow.

(2) Maximum and final transferred energy, hammer system efficiency during

pile installation.

(3) Maximum compressive stress, velocity, acceleration and displacement.

(4) Maximum tensile stress in pile.

(5) Pile structural integrity, damage detection, extent and location.

(6) Blows per minute and blow number.

(7) Input and reflection values of force and velocity, upward and downward traveling force wave with time.

(8) Pile skin friction and toe resistance distribution.

c. Maximum energy transferred to pile. The maximum allowable pile design load must be proposed by the Contractor's Geotechnical Consultant based upon the results of a satisfactory pile load test conducted on a pile driven as specified herein and must include the effects of load transfer to the soil above the foundation stratum.

Use either a model Model 8G or PAX Pile Driving Analyzer as manufactured by Pile Dynamics, Inc., of Cleveland Ohio or approved equivalent, for dynamic testing of the pile hammer and for dynamic load testing of the test pile. All equipment necessary for the dynamic monitoring such as sensors, cables or wireless transmitters, must be furnished by the Contractor's Geotechnical Consultant. The equipment must conform to the requirements of ASTM D4945.

Pay for all services of the Contractor's Geotechnical Consultant. The Contractor's Geotechnical Consultant must be available throughout the pile driving operation to consult with the architect/engineer when required. The cost of changes in the Contractor's procedure, as required by evaluation of the results of the Pile Driving Analysis, will be at the Contractor's expense.

6. Static Load Tests

Perform compressive load tests on 10% of test piles in accordance with ASTM D1143/D1143M (standard loading procedure) Provide apparatus for applying vertical loads as required by method, using load from weighted box or platform [or reaction frame attached to sufficient uplift piles to safely take required load] applied to pile by hydraulic jack. Increase load in increments until rapid progressive settlement takes place or until application of total compressive load of 30 kips for compressive load tests. Consider load test satisfactory when [after one hour at full test load gross settlement of pile butt is not greater than gross elastic pile compression plus 0.15 inch plus one percent of pile tip diameter.

Perform load tests at locations [as proposed by the Contractor's Geotechnical Consultant. Perform the loading, testing, and recording and analysis under the direct supervision of a Registered Professional Engineer, registered in the state of project location, and provided and paid for by the Contractor.

7. Perform dynamic measurements on 10% of piles designated as dynamic test piles in accordance with ASTM D4945 during driving. During easy driving, ensure that damaging tension stresses do not develop in the pile. Signal matching must be performed by the Contractor's Geotechnical Consultant on representative data collected at the end of the initial driving and at the beginning of all restrike events.

Additional signal matching analysis must be performed as determined by the Engineer.

B. Pile Driving Records

Keep a complete and accurate record of each pile driven. Indicate the pile location, deviations from pile location, cross section shape and dimensions, original length, ground elevation, tip elevation, cut-off elevations, [batter alignment,] number of blows required for each foot of penetration and number of blows for the last 6 inches penetration or fraction thereof. Include in the record the beginning and ending times of each operation during driving of pile, type and size of hammer used, rate of operation, stroke or equivalent stroke for diesel hammer, type of driving helmet, and type and dimension of hammer cushion and pile cushion used. Record retap data and unusual occurrences during pile driving such as redriving, heaving, weaving, splicing, obstructions, and any driving interruptions.

Submit complete and accurate pile driving records of installed piles to architect/engineer within 15 calendar days after completion of pile driving. Make pile driving records available to the architect/engineer at the job site, within 24 hours after each day of pile driving. Preparation of the record must be by, or under the direct supervision of a registered professional engineer.

1. Testing Agency Qualifications

Engage an independent testing agency qualified according to ASTM C1077 and ASTM E329 for testing indicated and approved by the architect/engineer.

C. PRECONSTRUCTION CONDITION SURVEY

Perform preconstruction condition survey of structures and utilities. The preconstruction condition survey must include video and photographic documentation of the exterior and interior of above ground structures and of the interior of underground structures. For utilities, perform the survey when the greatest extent of the exposed utilities. Photographs must be accompanied by sketches or descriptions that indicate the location and direction of each photograph. Provide a Pre-Construction Condition Survey Report following completion of the survey. The report must contain all documentation associated with the survey. In the report, include notes, sketches, and photographs. Provide general information, such as location details and structure type, as well as particular information on materials, condition, existing damage, aperture and persistence of cracks, and disrepair observed during visual survey. Provide a graphical depiction of locations of damage or other features of concern. Submit the Preconstruction Condition Survey Reports no later than 14 days before the commencement of pile driving activity. Accept responsibility for damages to existing adjacent or adjoining structures created by pile driving work and repair any damages to these structures without cost to the Owner.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 31 66 13 HELICAL PILES AND HELICAL ANCHORS

PART 1 GENERAL

1.01 DESCRIPTION

This work pertains to furnishing and installing Helical Piles, Helical Anchors, and Bracket Assemblies shown in the Contract in accordance with the Drawings and this specification. Each Helical Pile and Helical Anchor shall be installed at the location and to the elevation, minimum length, installation torque, and allowable capacities shown on the Plans or as established. This work also pertains to load testing and pre-loading Helical Piles and Helical Anchors (if required on the Drawings).

1.02 RELATED WORK

Section 31 23 33 Trenching, Backfilling and Compacting
Section 31 23 00 Excavation and Fill

1.03 REFERENCED CODES AND STANDARDS

This specification is based on nationally recognized codes and standards including the references listed below. In case of a conflict between the reference and this specification, this specification shall govern.

A. American Society for Testing and Materials (ASTM):

1. ASTM A36/A36M Structural Steel
2. ASTM A123-02 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
3. ASTM A153-05 Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
4. ASTM A450/A450M-07 Standard Specification for General Requirements for Carbon and Low Alloy Steel Tubes
5. ASTM D1143/D1143M-07 Standard Test Method for Piles Under Static Axial Compressive Load
6. ASTM D3689 Standard Test Method for Individual Piles Under Static Axial Tensile Load
7. ASTM D3966-07 Standard Test Method for Piles Under Lateral Loads

B. American Society of Mechanical Engineers (ASME):

1. ANSI/ASME Standard B18.2.1-1996, Square and Hex Bolts and Screws, Inch Series

C. Occupational Safety and Health Administration (OSHA):

1. Excavation Safety Guidelines

D. ICC-Evaluation Services, Inc.:

1. AC358 Acceptance Criteria for Helical Foundation Systems and Devices

E. American Welding Society

1. ANSI/AWS B2.1-00 Standard for Welding Procedure and Performance Qualification

1.04 DEFINITIONS

A. Helical Pile: Manufactured steel foundation with one or more helical bearing plates that is rotated into the ground to support structures.

B. Helical Anchor: Same as a Helical Pile. Term generally used when axial tension is the primary service load.

C. Engineer: Individual or firm retained by Owner or General Contractor to verify Helical Pile and Helical Anchor quality assurance with the Contract, the Drawings, and this specification.

D. Allowable Bearing Capacity: Ultimate bearing capacity of the bearing stratum divided by a factor of safety.

E. Lead Section: The first section of a Helical Pile or Helical Anchor to enter the ground. Lead Sections consist of a central shaft with a tapered end and one or more helical bearing plates affixed to the shaft.

F. Extension Section: Helical Pile or Helical Anchor sections that follow the Lead Section into the ground and extend the Helical Lead to the appropriate depth. Extension Sections consist of a central shaft and may have helical bearing plates affixed to the shaft.

G. Brackets: Cap plate, angle, thread bar, or other termination device that is bolted or welded to the end of a Helical Pile or Helical Anchor after completion of installation to facilitate attachment to structures or embedment in cast-in-place concrete.

H. Augering: Rotation of the shaft with little or no advancement. It can occur when the helical bearing plates pass from a relatively soft material into a comparatively hard material. Augering can also result from insufficient crowd or downward pressure during installation. In some cases, augering may be (temporarily) necessary in order to grind through an obstruction.

I. Pile Design Professional: Individual or firm responsible for the design of Helical Piles, Helical Anchors, and Brackets.

1.05 QUALIFICATIONS

A. Due to the special requirements for manufacture and quality control of Helical Piles, Helical Anchors, and Brackets, all Helical Piles, Helical Anchors, and Brackets shall be obtained from Magnum Piering, Inc. or approved equal.

A request to substitute any other manufactured Helical Pile and Helical Anchor products for use on this project must be submitted to the Engineer for review not less than seven (7) calendar days prior to the bid date. The request must include:

1. A product catalog and all necessary technical data sufficient to qualify the proposed product substitution.
2. Evidence showing manufacturer has at least ten (10) years experience in the design and manufacture of Helical Piles and Helical Anchors.
3. Current ICC-ES product evaluation report or complete description of product testing and engineering calculations used to assess product capacity.
4. Current ISO 9001:2008 certification.

B. Due to the special requirements for installation of Helical Piles, Helical Anchors, and Brackets, all Helical Piles, Helical Anchors, and Brackets shall be installed by an organization specializing in the installation of those products. Contractor shall be an authorized Magnum Piering Installer and shall have completed training from Magnum Piering, Inc. in the proper methods of installation of Helical Piles and Helical Anchors and the mounting of Brackets.

Any Contractor desiring to bid as the Helical Pile and Helical Anchor installer for this project that is not trained and authorized by Magnum Piering, Inc. shall submit a request to the Engineer for review not less than seven (7) calendar days prior to the bid date. The request must include:

1. A recent company brochure indicating experience in this type of work.
2. Evidence of having installed Helical Piles and Helical Anchors on at least ten (10) projects, including project name, number and type of Helical Piles or Helical Anchors, project location, and client contact information.
3. Resume of Contractor's foreman including experience in the oversight of Helical Pile and Helical Anchor installation on at least five (5) projects in the last five (5) years, including project name, number and type of Helical Piles or Helical Anchors installed, project location, and client contact information.
4. List of installation and testing equipment and detailed description of proposed method of installation and load testing Helical Piles and Helical Anchors (if testing is required).
5. Current ANSI/AWS welding certificate and documentation of welder experience within the last 5 years (if welding is required).

C. Due to the special requirements for design of Helical Piles, Helical Anchors, and Brackets, all Helical Piles, Helical Anchors, and Brackets shall be designed by Magnum Geo-Solutions, LLC.

Contractors desiring to use other Pile Design Professionals shall submit a request to the Engineer for review not less than seven (7) calendar days prior to the bid date. The request must include:

1. The curriculum vitae of the designated Pile Design Professional indicating at least ten (10) years experience in this type of work as well as graduate education in structural and/or geotechnical engineering.
2. Evidence of Pile Design Professional having designed Helical Piles and Helical Anchors on at least ten (10) projects, including project name, number and type of Helical Piles or Helical Anchors, project location, and client contact information.
3. Professional errors and omissions liability insurance certificate.
4. Evidence of current license to practice engineering in the project state.

D. Prior to bidding by any installer that is not trained and authorized by Magnum Piering, Inc., using a manufactured Helical Pile and Helical Anchor system that is not produced by Magnum Piering, Inc., or using a Pile Design Professional that is not Magnum Geo-Solutions, LLC, written approval to bid must be received from the Engineer. Engineer shall grant approval based on compliance with specific criteria herein. The Engineer's decision is final.

1.06 SUBMITTALS

A Contractor shall prepare and submit to the Engineer for review and approval, Shop Drawings and specifications for the Helical Piles and Helical Anchors intended for use on the project at least 14 calendar days prior to planned start of installation. The Shop Drawings shall include the following:

1. Helical Pile and Helical Anchor product identification number(s) and designation(s)
2. Maximum allowable mechanical compression and tensile strength of the Helical Piles and Helical Anchors
3. Number of Helical Piles and Helical Anchors and respective design allowable capacities from the Drawings
4. Planned installation depth and the number of lead and extension sections
5. Preliminary helical configuration (number and diameter of helical bearing plates)
6. Manufacturer's recommended capacity to installation torque ratio
7. Minimum final installation torque(s)
8. Product identification numbers and designations for all Bracket Assemblies and number and size of connection bolts or concrete reinforcing steel detail
9. Corrosion protection coating on Helical Piles, Helical Anchors, and Bracket Assemblies

B. Contractor's Pile Design Professional shall submit to the Engineer design calculations for the Helical Piles, Helical Anchors, and Brackets intended for use on the project at least 14 calendar days prior to planned start of installation. The Shop Drawings shall include the following:

1. Reduction in shaft dimension and strength by the sacrificial thickness anticipated based on corrosion loss over the design life for project soil conditions.
2. Considerations for downdrag, buckling, and expansive soils (as appropriate).
3. Minimum installation depth to reach bearing stratum and to achieve pullout capacity (if required).
4. Soil bearing and pullout capacity.
5. Lateral resistance of the shaft (if required).
6. Estimated pile head movement at design loads.

C. Contractor shall submit to the Engineer calibration information certified by an independent testing agency for the torque measurement device and all load testing and monitoring equipment to be used on the project. Calibration information shall have been tested within the last year of the date submitted. Calibration information shall include, but is not limited to, the name of the testing agency, identification number or serial number of device calibrated, and the date of calibration.

D. If load tests or proof load tests are required on the Drawings, the Contractor shall submit for review and acceptance the proposed load testing procedure. The proposal shall provide the minimum following information:

1. Type and sensitivity of load equipment
2. Type and sensitivity of load measuring equipment
3. Type and sensitivity of pile-head deflection equipment
4. General description of load reaction system, including description of reaction anchors or bearing plate
5. Calibration reports for equipment, including hydraulic jack, pressure gauges, and deflection dial gauges

E. Manufacturer shall provide a one-year warranty against manufacturing defects on Helical Pile, Helical Anchor, and Bracket products. Any additional warranty provided by the Contractor shall be issued as an addendum to this specification.

F. Work shall not begin until all the submittals have been received and approved by the Engineer. The Contractor shall allow the Engineer a reasonable number of days to review, comment, and return the submittal package after a complete set has been received. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the Contractor.

1.07 SHIPPING, STORAGE, AND HANDLING

A. All Helical Pile, Helical Anchor, and Bracket Assemblies shall be free of structural defects and protected from damage. Store Helical Piles, Helical Anchors, and Bracket Assemblies on wood pallets or supports to keep from contacting the ground. Damage to materials shall be cause for rejection.

PART 2 PRODUCTS

2.01 HELICAL PILES, HELICAL ANCHORS, AND BRACKETS

A. All Helical Pile, Helical Anchor, and Bracket Assemblies shall be manufactured by Magnum Piering, Inc. or equal approved in advance by the architect/engineer. Unless noted otherwise, it is the Contractor's Pile Design Professional's responsibility to select the appropriate size and type of Helical Piles, Helical Anchors, and Brackets to support the design loads shown on the Drawings. These specifications and the Drawings provide minimum requirements to aid the Contractor in making appropriate materials selections. The size and number of helical bearing plates must be such that the Helical Piles and Helical Anchors achieve the appropriate torque and capacity in the soils at the site within the minimum and maximum length requirements. Failure to achieve proper torque and capacity shall result in Contractor replacing Helical Piles and Helical Anchors as appropriate to support the required loads. All material replacements shall be acceptable to Engineer.

B. The design strength of the helical bearing plates, shaft connections, Brackets, and the pile shaft itself shall be sufficient to support the design loads specified on the Drawings times appropriate service load factors. In addition, all Helical Piles and Helical Anchors shall be manufactured to the following criteria.

1. Central Shaft: The central shaft shall be RCSS 1.5"x1.5" high strength structural steel meeting the requirements of ASTM A29 Grade 90 ksi.
2. Helical Bearing Plates: One or more helical bearing plates shall be affixed to the central shaft. Helical bearing plates shall be 14 inches in diameter depending on required bearing area. Helical bearing plates mounted shafts shall have a minimum thicknesses of 3/8 inches, respectively, and shall meet the requirements of ASTM A36. Helical bearing plates shall be cold pressed into a near perfect helical shape that when affixed to the central shaft are perpendicular with the central shaft, of uniform pitch, and such that the leading and trailing edges are within 3/8 inch of parallel. Average helical pitch shall be within plus or minus 1/4 inch of the thickness of the helical bearing plate plus 3 inches.
3. Corrosion Protection: Depending on project requirements and soil corrosivity, Helical Piles, Helical Anchors, and Brackets shall be bare steel hot-dip galvanized (per ASTM A123 or A153 as applicable).
4. Shaft Connections: The Helical Pile and Helical Anchor shaft connections shall consist of an external sleeve connection or a welded connection. External sleeve connections shall be in-line, straight and rigid and shall have a maximum tolerable slack of 1/16-inch. Welded connections shall consist of a full penetration groove weld all-around the central shaft. Shaft connections shall have a flexural strength at least as great as the shaft itself.
5. Bolts: External sleeve connections for shafts shall be made via one, two, or three bolts, respectively. Bolts shall be either 7/8" diameter as required for strength.

   Bolt holes through the external sleeve and central shaft shall have a diameter that is 1/16th inch greater than the bolt diameter. Bolts and nuts used to join Helical Pile and Helical Anchor sections at the shaft connections shall be bare steel, epoxy coated, or zinc coated to match the corrosion protection used for the central shaft. Bolts shall be ASME SAE Grade 8 for MH325R piles or ASME SAE Grade 5 for all other piles. All Helical Pile and Helical Anchor bolts shall be securely snug tightened.
6. Plug Welds: Alternatively, external sleeve connections may be made using plug welds matching the diameter and number of bolt holes.

C. Helical Piles and Helical Anchors shall be fitted with a manufactured Bracket that facilitates connection to the structure. Brackets shall be rated for the design loads shown on the

Drawings. Brackets shall be affixed to the end of Helical Piles and Helical Anchors via bolts, plug welds, or continuous penetration welds meeting the requirements for shaft connections given previously in these specifications.

PART 3 EXECUTION

3.01 EXAMINATION

A. Contractor shall take reasonable effort to locate all utilities and structures above and underground in the area of the Work. Contractor shall pot hole to determine the exact location of underground utilities and buried structures within a distance from a Helical Pile or Helical Anchor equal to three times the maximum helix diameter. Contractor is responsible for protection of utilities and structures shown on the Drawings. Costs of avoiding, relocating, or repair of utilities not shown on Drawings shall be paid by Owner as extra work.

B. Contractor shall review Drawings and soil borings in the Contract Documents to determine subsurface conditions for sizing and installation of Helical Piles and Helical Anchors. In addition, Contractor shall make a site visit to observe conditions prior to the start of Work.

C. Contractor shall notify Engineer of any condition that would affect proper installation of Helical Piles and Helical Anchors immediately after the condition is revealed. Contractor shall halt installation work until the matter can be resolved upon mutual satisfaction of Contractor, Owner, and Engineer. Costs associated with construction delays, product substitutions, pile or anchor relocations, or other related costs shall be the responsibility of the Owner if the result of an unforeseen condition that could not be inferred by a reasonable Contractor from the Drawings and Construction Documents.

D. If the number and size of helical bearing plates required for the project is not shown on the working drawings, the contractor shall have the option of performing subsurface tests using methods subject to the review and acceptance of the Owner. The data collected along with other information pertinent to the project site shall be used to determine the required helical bearing plate configuration.

E. If excavation is required for proper installation of Helical Piles and Helical Anchors, Contractor shall make safe excavations in accordance with OSHA standards. All excavations greater than 20 feet in depth or not in strict accordance with OSHA standard details shall be designed by a registered design professional specializing in the design of excavations and shoring. The costs of all excavations, shoring, and related design shall be born by the Contractor unless noted otherwise in the Contract.

F. Contractor shall notify Engineer at least 24 hours prior to installation of Helical Piles or Helical Anchors to schedule quality assurance observations required on the Drawings.

3.02 INSTALLATION EQUIPMENT

A. Torque Motor: Helical Piles and Helical Anchors should be installed with high torque, low RPM torque motors, which allow the helical plates to advance with minimal soil disturbance. The torque motor shall be hydraulic power driven with clockwise and counter-clockwise rotation capability. The torque motor shall be adjustable with respect to revolutions per minute during installation. Percussion drilling equipment shall not be permitted. The torque motor shall have torque capacity equal to or greater than the minimum final installation torque required for the project. The connection between the torque motor and the installation rig shall have no more

than two pivot hinges oriented 90 degrees from each other. Additional hinges promote wobbling and affect lateral capacity.

B. Installation Equipment: The installation equipment shall be capable of applying adequate crowd and torque simultaneously to ensure normal advancement of the Helical Piles and Helical Anchors. The equipment shall be capable of maintaining proper alignment and position.

C. Drive Tool: The connection between the torque motor and Helical Pile and Helical Anchor shall be in-line, straight, and rigid, and shall consist of a hexagonal, square, or round kelly bar adapter and helical shaft socket. To ensure proper fit, the drive tool shall be manufactured by the Helical Pile manufacturer and used in accordance with the manufacturer's installation instructions.

D. Connection Pins: The central shaft of the Helical Pile or Helical Anchor shall be attached to the drive tool by ASME SAE Grade 8 smooth tapered pins matching the number and diameter of the specified shaft connection bolts. The connection pins should be maintained in good condition and safe to operate at all times. The pins should be regularly inspected for wear and deformation. Pins should be replaced with identical pins when worn or damaged.

E. Torque Indicator: A torque indicator shall be used to measure installation torque during installation. The torque indicator can be an integral part of the installation equipment or externally mounted in-line with the installation tooling. The torque indicator shall be capable of torque measurements with a sensitivity of 500 ft-lb or less. Torque indicators shall have been calibrated within 1-year prior to start of Work. Torque indicators that are an integral part of the installation equipment shall be calibrated on-site. Torque indicators that are mounted in-line with the installation tooling shall be calibrated either on-site or at an appropriately equipped test facility. Indicators that measure torque as a function of hydraulic pressure shall be re-calibrated following any maintenance performed on the torque motor. Torque indicators shall be re-calibrated if, in the opinion of the Engineer, reasonable doubt exists as to the accuracy of the torque measurements.

3.03 INSTALLATION PROCEDURES

A. Unless shown on the Drawings, the number and size of helical blades shall be determined by the Contractor's Pile Design Professional in order to achieve the required torque and tensile/bearing capacity for the soil conditions at the site. The ratio of design load to the total area of the helical bearing plates shall not exceed the Allowable Bearing Capacity.

B. Connect the lead section to the Torque Motor using the Drive Tool and Connection Pins. Position and align the Lead Section at the location and to the inclination shown on the Drawings and crowd the pilot point into the soil. Advance the Lead Section and continue to add Extension Sections to achieve the Termination Criteria. All sections shall be advanced into the soil in a smooth, continuous manner at a rate of rotation between 10 and 40 revolutions per minute. Snug tight all coupling bolts.

C. Constant axial force (crowd) shall be applied while rotating Helical Piles and Helical Anchors into the ground. The crowd applied shall be sufficient to ensure that the Helical Pile and Helical Anchor advances into the ground a distance equal to at least 80% of the blade pitch per revolution during normal advancement.

D. The torsional strength rating of the Helical Pile or Helical Anchor shall not be exceeded during

installation. For Magnum Piering products, the torsional strength ratings are listed below.

1. MH313 – 4,000 ft-lbs; MH313R – 6,000 ft-lbs
2. MH325 – 8,700 ft-lbs; MH325R – 12,700 ft-lbs
3. MH425 – 24,000 ft-lbs; MH425R – 28,000 ft-lbs
4. MH431 – 29,000 ft-lbs; MH431R – 34,000 ft-lbs
5. MH625 – 40,000 ft-lbs; MH625R – 45,000 ft-lbs
6. MH637 – 58,000 ft-lbs; MH637R – 65,000 ft-lbs
7. MH646 – 74,000 ft-lbs; MH646R – 83,000 ft-lbs

E. Bolt hole elongation due to torsion of the shaft of a Helical Anchor at the drive tool shall be limited to ¼ inch. Helical Anchors with bolt hole damage exceeding this criterion shall be uninstalled, removed, and discarded.

F. When the Termination Criteria of a Helical Pile or Helical Anchor is obtained, the Contractor shall adjust the elevation of the top end of the shaft to the elevation shown on the Drawings or as required. This adjustment may consist of cutting off the top of the shaft and drilling new holes to facilitate installation of Brackets to the orientation shown on the Drawings. Alternatively, installation may continue until the final elevation and orientation of the pre-drilled bolt holes are in alignment. Contractor shall not reverse the direction of torque and back-out the Helical Pile or Helical Anchor to obtain the final elevation.

G. The Contractor shall install Brackets in accordance with Helical Pile manufacturer's details or as shown on the Drawings.

H. All Helical Pile and Helical Anchor components including the shaft and Bracket shall be isolated from making a direct electrical contact with any concrete reinforcing bars or other non-galvanized metal objects since these contacts may alter corrosion rates.

I. After installation, Helical Anchors shall be pre-tensioned if indicated on the Drawings.

3.04 TERMINATION CRITERIA

A. Helical Piles and Helical Anchors shall be advanced until all of the following criteria are satisfied.

1. Axial capacity is verified by achieving the final installation torque as shown on the Drawings, as provided by the Pile Design Professional, or as specified here. Helical Pile and Helical Anchor capacity in soil and on bedrock depends on the geometric configuration of the helical bearing plates and the subsurface conditions. The torque applied during installation provides a verification of axial capacity. An ultimate capacity to torque ratio of 8 ft^{-1}, 5.7 ft^{-1}, and 4.6 ft^{-1} shall be used to verify capacity for 3-inch, 4.5-inch, and 5.72-inch O.D. shafts, respectively. A minimum factor of safety of 2.0 shall be used to determine allowable capacity. Hence, all Helical Piles and Helical Anchors shall be advanced until a final installation torque is achieved equal to the design loads shown on the Drawings times a factor of safety of 2.0 divided by the capacity to torque ratio (e.g. final installation torque, ft-lbs = design loads, lbs x 2.0 / capacity to torque ratio, ft^{-1}).

2. Minimum depth is obtained. The minimum depth shall be as shown on the Drawings, that which corresponds to the planned bearing stratum, or the depth at which the final installation torque is measured, whichever is greater. In addition, Helical Anchors shall be advanced until the average torque over the last three (3) feet equals or exceeds the required final installation torque.

B. If the torsional strength rating of the Helical Pile or Helical Anchor and/or the maximum torque of the installation equipment has been reached or Augering occurs prior to achieving the minimum depth required, the Contractor shall have the following options:

1. Terminate the installation at the depth obtained subject to the review and acceptance of the Engineer and Owner.

2. Remove the Helical Pile or Helical Anchor and install a new one with fewer and/or smaller diameter helical bearing plates or with dual cutting edge helical bearing plates. The new helical configuration shall be subject to review and acceptance of the Engineer and Owner.

3. Remove the Helical Pile or Helical Anchor and pre-drill a 4-inch diameter pilot hole in the same location and reinstall the anchor/pile.

4. If the obstruction is shallow, remove the Helical Pile or Helical Anchor and remove the obstruction by surface excavation. Backfill and compact the resulting excavation and reinstall the anchor/pile.

5. Remove the Helical Pile or Helical Anchor and relocate 1-foot to either side of the installation location subject to the review and acceptance of Engineer and Owner.

6. Reverse the direction of torque, back-out the Helical Pile or Helical Anchor a distance of 1 to 2 feet and attempt to reinstall by decreasing crowd and Augering through the obstruction.

7. Remove the Helical Pile or Helical Anchor and sever the uppermost helical bearing plate from the Lead Section if more than one helical bearing plate is in use, or reshape the helical bearing plates to create the patented Magnum dual cutting edge shape by cutting with a band saw. Reinstall the anchor or pile with revised helical bearing plate configuration.

C. If the final installation torque is not achieved at the contract length, the Contractor shall have the following options:

1. Until the maximum depth is achieved (if any), install the Helical Pile or Helical Anchor deeper using additional Extension Sections.

2. Remove the Helical Pile or Helical Anchor and install a new one with additional and/or larger diameter helical bearing plates.

3. Decrease the rated load capacity of the Helical Pile or Helical Anchor and install additional Helical Piles or Helical Anchors. The rated capacity and additional unit location shall be subject to the review and acceptance of the Engineer and Owner.

3.05 ALLOWABLE TOLERANCES

A. Helical Piles and Helical Anchors shall be installed as close to the specified installation and orientation angles as possible. Tolerance for departure from installation and orientation angles shall be +/- 5 degrees.

B. Helical Piles, Helical Anchors, and Bracket Assemblies shall be installed at the locations and to the elevations shown on the Plans. Tolerances for Bracket Assembly placement shall be +/- 1 inch in both directions perpendicular to the shaft and +/- 1/4 inch in a direction parallel with the shaft unless otherwise specified.

3.06 QUALITY ASSURANCE

A. The Contractor shall provide the Engineer and Owner copies of installation records within 48 hours after each installation is completed. These installation records shall include, but are not limited to, the following information:

1. Name of project and Contractor
2. Name of Contractor's supervisor during installation
3. Date and time of installation
4. Name and model of installation equipment
5. Type of torque indicator used
6. Location of Helical Pile or Helical Anchor by grid location, diagram, or assigned identification number
7. Type and configuration of Lead Section with length of shaft and number and size of helical bearing plates
8. Type and configuration of Extension Sections with length and number and size of helical bearing plates, if any
9. Installation duration and observations
10. Total length installed
11. Final elevation of top of shaft and cut-off length, if any
12. Final plumbness or inclination of shaft
13. Installation torque at minimum three-foot depth intervals
14. Final installation torque

15. Comments pertaining to interruptions, obstructions, or other relevant information

16. Verified axial load capacity

B. Unless specified otherwise on the Drawings or by local codes, the Engineer, the Pile Design Professional, or an inspection agency accepted by the Engineer shall observe and document at least 10 percent of Helical Pile and Helical Anchor installations.

3.07 LOAD TESTING

A. Helical Pile Compression Tests

1. Contractor shall perform the number of compression tests shown on the Drawings, if any
2. Compression tests shall be performed following the “quick test” procedure described in ASTM D1143 specifications
3. Load tests shall be observed and documented by the Engineer
4. Unless otherwise shown on the Drawings, the maximum test load shall be 200% of the allowable load shown on the Drawings
5. The locations of Helical Piles to be tested shall be determined by the Contractor, unless noted on the Drawings
6. Installation methods, procedures, equipment, products, and final installation torque shall be identical to the production Helical Piles to the extent practical except where otherwise approved by the Owner or Engineer
7. A load test shall be deemed acceptable provided the maximum test load is applied without Helical Pile failure and the deflection of the pile head at the design load is less than 1-inch unless noted otherwise on the Drawings. Failure is defined when continuous jacking is required to maintain the load.

B. Helical Anchor Tension Tests

1. Contractor shall perform the number of proof load tests shown on the Drawings, if any
2. Proof load tests shall be performed following the procedure described in ASTM D3689 specifications
3. Proof load tests shall be observed and documented by the Engineer
4. Unless otherwise shown on the Drawings, the maximum test load shall be 150% of the allowable load shown on the Drawings
5. The locations of Helical Anchors to be tested shall be determined by the Contractor, unless shown on the Drawings
6. Installation methods, procedures, equipment, products, and final installation torque shall be identical to the production anchors to the extent practical except where otherwise approved by the Owner or Engineer

7. A proof load test shall be deemed acceptable provided the maximum test load is applied without helical anchor failure. Failure is when continuous jacking is required to maintain the load.

C. Helical Pile Lateral Load Tests

1. Contractor shall perform the number of lateral load tests shown on the Drawings, if any
2. Lateral load tests shall be performed following the “free head” procedure described in ASTM D3966 specifications
3. Lateral load tests shall be observed and documented by the Engineer
4. Unless otherwise shown on the Drawings, the maximum test load shall be 200% of the allowable lateral load shown on the Drawings
5. The locations of test Helical Piles shall be determined by the Contractor, unless shown on the Drawings
6. Installation methods, procedures, equipment, products, and final installation torque shall be identical to the production piles to the extent practical except where otherwise approved by the Owner or Engineer
7. A lateral load test shall be deemed acceptable provided the lateral deflection of the pile head measured at the ground surface at the maximum test load is equal to or less than 1-inch.

D. If a load test fails the forgoing acceptance criteria, the Contractor shall modify the Helical Pile or Helical Anchor design and/or installation methods and retest the modified pile or anchor, as directed by the Owner or Engineer. These modifications include, but are not limited to, de-rating the load capacity, modifying the installation methods and equipment, increasing the minimum final installation torque, changing the helical configuration, or changing the product (i.e., duty). Modifications that require changes to the structure shall have prior review and acceptance of the Owner. Any modifications of design or construction procedures, and any retesting required shall be at the Contractor’s expense.

E. The Contractor shall provide the Owner and Engineer copies of load test reports confirming configuration and construction details within 1 week after completion of the load tests. This written documentation will either confirm the load capacity as required on the working drawings or propose changes based upon the results of the tests. At a minimum, the documentation shall include:

1. Name of project and Contractor

2. Date, time, and duration of test

3. Location of test Helical Pile or Helical Anchor by grid location, diagram, or assigned identification number

4. Test procedure (ASTM D1143, D3689, or D3966)

5. List of any deviations from procedure

6. Description of calibrated testing equipment and test set-up

7. Type and configuration of Helical Pile or Helical Anchor including lead section, number and type of extension sections, and manufacturer's product identification numbers

8. Load steps and duration of each load increment

9. Cumulative pile-head movement at each load step

10. Comments pertaining to test procedure, equipment adjustments, or other relevant information

END OF SPECIFICATION

DIVISION 31 00 00 EARTHWORK

SECTION 32 16 23 - SIDEWALKS

PART 1 – DESCRIPTION

Construct hydraulic cement concrete sidewalks.

PART 2 – MATERIALS

Furnish materials conforming to the following:

- Section 033000, “Cast-in-Place Concrete”
- Section 032100, “Reinforcing Steel.”

Use Class A concrete or other concrete as specified. Use Grade 8 course aggregate for extruded Class A concrete. Use other grades if approved by the Engineer.

PART 3 – EXECUTION

Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete in accordance with Section 02238, “Removal of Concrete.” Provide a clean surface for concrete placement directly on the surface material or pavement.

Mix and place concrete in accordance with the pertinent Items. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the plans. Brush all exposed surfaces to a smooth and uniform surface. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4-inch, sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope. Where a sidewalk crosses a concrete driveway, ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans.

Provide finished work with a well-compacted mass, a surface free from voids and honeycomb, and the required true-to-line shape and grade. Cure for at least 72 hr. in accordance with Section 033000, “Cast-in-Place Concrete.”

A. Conventionally Formed Concrete. Provide sidewalk sections separated by premold or board joint of the thickness shown on the plans in lengths greater than 8 ft. but less than 40 ft., unless otherwise directed. Terminate workday production at an expansion joint.

B. Extruded or Slipformed Concrete. Provide any additional surface finishing immediately after extrusion or slipforming as required on the plans. Construct joints at locations as shown on the plans or as directed.

END OF SECTION

DIVISION 01 00 00 GENERAL REQUIREMENTS

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions article of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes painted markings applied to asphalt and concrete pavement.

B. Related Requirements:

1. Section 09 91 00 "Painting" for painting exterior and interior concrete surfaces other than pavement.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to marking pavement including, but not limited to, the following:

a. Pavement aging period before application of pavement markings.
b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include technical data and tested physical and performance properties.

B. Shop Drawings: For pavement markings.

1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimen- sions to adjacent work.
2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches (200 mm) square.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Texas Department of Transportation for pavement-marking work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature based on manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Product: Subject to compliance with requirements, provide products by one of the following:

1. Aexcel Inc.
2. Colorado Paint Company; a subsidiary of Swarco Industries Inc.
3. Conco Paints.
4. Diamond Vogel Paints.
5. Dow Chemical Company (The).
6. Dunn-Edwards Corporation.
7. Ennis-Flint.
8. General Paint.
9. Insl-x® manufactured by Benjamin Moore & Co.
10. McCormick Paints.
11. PPG Architectural Coatings.
12. Rodda Paint Co.
13. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
14. Scott Paint.
15. Sherwin-Williams Company (The).
16. Transpo Industries, Inc.

2.2 PERFORMANCE REQUIREMENTS

A. Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and the "2012 Texas Accessibility Standards"

2.3 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint: latex traffic-marking paint.

1. Colors:

   a. White: Parking Lot Stripes
   b. White: ADA - Borders, Symbols, and Text.
   c. Blue: ADA – Field (behind symbol)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for a minimum of 30 days, or as required by manufacturer, before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

DIVISION 31 00 00 EARTHWORK

SECTION 33 42 00 – STORMWATER CONVEYANCE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.

B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.

B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.

C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.

2. Concrete for precast structures shall be 3000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 033000 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Section 032100.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly, and uniformly burned.

2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.

3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:
Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:
Frames, grates, rings and covers shall conform to Section 334241.

G. Miscellaneous Items:

Cast iron for supports steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 312333.

B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 312300. Pipe shall be installed in accordance with Section 334211.

C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop, and the ENGINEER shall be immediately notified so that the problem can be resolved.

D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting

to the main will be made into a manhole or by inserting into the main a factory constructed wye. Connection to the main will comply with the Standard Detail Drawings.

E. Removal of curb and gutter, and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.

F. Existing pavement removal and replacement shall conform to Part 6 and Section 024113.13 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.

G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.

H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.

I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.

J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.

K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

END OF SECTION

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to award Specific and Aggregate Stop Loss Medical Insurance coverage for plan year 2023-2024 to ISU Companion Life. (Organizational Development & Human Resources)

Summary:
Utilizing the City's current contract with SA Benefits (copy included) the City's Stop Loss coverage was marketed to 15 carriers, 13 of which either did not issue a response or declined to provide a proposal as they felt they could not be competitive. The incumbent carrier Voya and ISU Companion Life both responded and have provided best and final offers. These offers are firm and require no additional underwriting if the applications are signed by the 16th of August. Upon receipt of the firm responses, the City and Higginbotham met to discuss contract terms, pricing, and lasers. Following the discussion, the City and Higginbotham discussed which of the respondents would best meet the City's needs.

Project Scope and Analysis:

Funding:

Source: Employee Benefit Fund

Amount: 793,355.00

Local Contribution if Applicable:

Recommendation:
After visiting with the City, Texas Health Benefits (TML), Marketing, SA Benefits, and the Carriers, it is our recommendation that the City accept the offer put forth by ISU and Companion Life (OPTION 2) included. While the price difference is not overly significant on its face, there is one overriding point in favor of Companion Life. Effective this plan year the $950,000 laser will not be a part of the plan under the Companion Life contract. This means that should the individual who has the laser currently continues to have claims, the City will only be

responsible for the specific deductible of $300,000 not the $950,000 which is the current laser amount. Combine this with the 50% rate cap and No New Laser provision and the city has the opportunity to benefit for the next two to three years. It should also be noted that Companion Life is the Reinsurance Provider for Texas Health Benefits Book of Business.

Excerpt from Understanding medical stop-loss insurance (article attached):
https://www.insurancebusinessmag.com/us/risk-management/news/understanding-medical-stop-loss-insurance-220738.aspx

Stop loss carriers address adverse loss development on cases through medical underwriting. Rather than penalizing the entire group with high overall premiums or more conservative structures, stop loss underwriters can introduce lasers, where they exclude (or "laser out") a certain claimant (someone deemed too high risk) from a policy or they cover that claimant but at a higher deductible than the rest of the plan participants. While lasers offer an opportunity to address targeted, ongoing medical liability, they potentially create a gap in coverage for the self-funded employer with a high-risk claimant in its population. This creates an added financial burden to the self-funded employer.

However, in the last five years, medical stop loss carriers have started offering what's known as a 'No New Laser' (NNL) contract in order to reassure self-funded groups that they will maintain protection, at least for the next foreseeable renewal cycle. Under an NNL contract, the carrier agrees not to impose any further exclusions or lasers to the policy (other than those imposed at inception of the contract). Further, the NNL provision is typically accompanied by a rate cap, where underwriters agree upfront not to increase first-year renewal premium by more than a pre-determined percentage. The percentage varies, but on average is within 35% to 50%.

Commission Pillar:
Governance

Attachments:
1. SLI-112-0922 - SA Benefit Contract
2. Stop Loss _ Executive Summary
3. August 15 2023 Commissioners Meeting Stop Loss PP
4. Article

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR STOP LOSS INSURANCE FOR THE CITY OF BROWNSVILLE, TEXAS
SLI-119-0922

This Agreement is entered into as of Tuesday, September 20, 2022, between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and SA Benefit Services, hereinafter referred to as ("CONTRACTOR").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's

services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the

written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Indemnity.

a. **CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD CITY, ITS COMMISSION, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL MANNER OF SUITS, CLAIMS OR DEMANDS (1) ARISING OUT OF OR RELATING TO CONSULTANT'S, ITS EMPLOYEES', AGENTS' AND SUBCONTRACTORS' ACTS OR OMISSIONS ARISING UNDER THE PERFORMANCE OF THIS AGREEMENT; (2) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; (3) CONSULTANT'S BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OTHER OBLIGATION HEREUNDER; AND (4) THE INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS WITH RESPECT TO GOODS OR SERVICES SUPPLIED TO**

CITY IN CONNECTION WITH THIS AGREEMENT (EACH OF WHICH IS AN "INDEMNIFYING ACT"). CONSULTANT SHALL REIMBURSE CITY FOR ANY AND ALL COSTS, DAMAGES AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES TO WHICH CITY MAY BE SUBJECT AS A RESULT OF THE OCCURRENCE OF ANY INDEMNIFYING ACT.

b. This provision shall survive any termination of this Agreement, and the indemnities described in this paragraph will not be subject to any liability caps stated anywhere in the Agreement

10. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment*. Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment*. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	SA Benefit Services 11844 Bandera Rd #429 Helotes, Texas 78023
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE	CONTRACTOR
Signature:_____	Signature: Stephanie Chtata
Print Name: _____	Print Name: Stephanie Chtata
Title: _____	Title: CEO
Date: _____	Date: 09/12/2022

EXHIBIT "A"

SA Benefit Services will provide the following services:

- Stop Loss Implementation between administrator, rx vendor, city and stop loss carrier
- Stop Loss audit of policy and language negotiation if warranted
- Stop Loss monthly report package
- Aggregate tracking and claim filing if warranted
- Specific claim notification and filings
- Actively at work request upon initial claim filing
- GASB stop loss reimbursement detail
- Stop Loss interface with TM L Health Benefits team

EXHIBIT "B"

The term of this agreement shall commence on October 1, 2022, and end on September 30, 2023. Contract commence date is contingent on City Commission approval. .

EXHIBIT "C"

Included in the stop loss quote options 1-9 which SA Benefit Services is the stop loss producer. If the City would choose one of the quotes that names SA Benefit Services as a producer, then a service fee is already paid by the stop loss carrier.

Option selected was #1

Plan Sponsor: City of Brownsville
Effective: 10/01/2022

FIRM and BINDABLE

Stop Loss Terms		**Current**	**Option 1**
MGU (If MGU not identified then a direct carrier)			
Stop Loss Carrier		Berkshire Hathaway	Voya
Network		BCBS of TX	BCBS of TX
Months in Contract		12	12
Specific Terms			
Specific Deductible		$300,000	$300,000
Aggregating Specific Deductible		$450,000	$450,000
Maximum Coverage Limit		Unlimited	Unlimited
Contract		12/15	12/15
Coverages		Med, Rx	Med, Rx
Run-In / Run-Out Limit		N/A	N/A
Terminal Liability Provision		No	No
Renewal Rate Cap (No New Laser)		Yes-49%	Yes-50%
Plan Mirroring Coordination approved		Unknown	Yes
Advance Funding		Yes	Yes
Aggregate Terms			
Annual Maximum		$1,000,000	$1,000,000
Deductible Corridor		125%	125%
Contract		12/15	12/15
Coverages		Med, Rx	Med, Rx
Aggregate Accomodation Quoted		No	No
Terminal Liability Provision Quoted		No	No
Run-In / Run-Out Limit		N/A	N/A
Stop Loss Premium (Fixed)			
Specific Composite	1,251	$52.41	$54.50
Annual Specific Premium		$786,779	$818,154
Aggregate Premium	1,251	$1.76	$2.16
Annual Aggregate Premium		$26,421	$32,426
Total Annual Premium		**$813,200**	**$850,580**
% Increase			**4.60%**
Annual Fixed Cost		**$813,200**	**$ 850,579.92 $**
Aggregate Claim Liability			
Composite	1,251	$1,160.67	$1,185.31
Maximum Claim Liability		**$17,423,978**	**$17,793,874**
% Increase			**2.12%**
Fixed Cost and Maximum Claim Liability		**$18,237,178**	**$18,644,454**
% Increase			**2.23%**

Higginbotham™

1601 NW Expressway, STE 1900
Oklahoma City, OK 73112

TO:

Ivan Reyes

City of Brownsville Commission

FROM:

Tommy Taylor, CLU

Executive Vice President/Managing Consultant

Team Members Michael Avenevoli, Albert Perez

Higginbotham Insurance

REGARDING: Fiscal Year 2024 October 1st, 2023, Stop Loss Insurance Renewal

This Executive Summary is intended to provide the Commission with a high-level overview of the decision-making process of for the City's Stop Loss Program. Upon receiving the renewal from Voya, the decision was made to work under the City's current contract with SA Benefits and execute a market test for a Stop Loss. The policy period to run October 1, 2023 through September 29th 2024.

RECOMMENDATION: Accept the offer from ISU Companion Life (option 2) of included proposal

- ISU Companion Life
- $300,000 Specific Deductible
- $450,000 Aggregating Specific Deductible
- 12/15 Contract
- No Lasers with a No New Laser Provision
- Annual Fixed Cost: $793,355 – A Decrease of 5% from Current
- Aggregate Attachment Point: $15,396,615 – Decrease of 5% from Current
- Maximum Plan Liability: $16,954,147 - Decrease of 10% from Current
- Includes a "No New Laser" Rider and a 50% Rate Cap

Overview of the VOYA Stop Loss Renewal

The City of Brownsville currently has Stop Loss Reinsurance coverage through Voya. The specifics of the Voya renewal contract are as follows…

- $300,000 Specific Deductible
- $450,000 Aggregating Specific Deductible
- 12/15 Contract
- One Laser of $950,000
- Annual Fixed Cost: $818,143
- Aggregate Attachment Point: $15,384,531
- Maximum Plan Liability: $17,916,968

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1601 NW Expressway, STE 1900
Oklahoma City, OK 73112

Market Results

Utilizing the City's current contract with SA Benefits (copy included) the City's Stop Loss coverage was marketed to 15 carriers, 13 of which either did not issue a response or declined to provide a proposal as they felt they could not be competitive. The incumbent carrier Voya and ISU Companion Life both responded and have provided best and final offers. These offers are firm and require no additional underwriting if the applications are signed by the 16th of August.

Upon receipt of the firm responses, the City and Higginbotham held a zoom meeting to discuss contract terms, pricing, and lasers. Following the discussion, the City and Higginbotham discussed which of the respondents would best meet the City's needs.

Regarding Firm Proposals: Please see Stop Loss Renewal and Cost Projections (Included)

After visiting with the City, Texas Health Benefits (TML), Marketing, SA Benefits and the Carriers it is our recommendation that the City accept the offer put forth by ISU and Companion Life (OPTION 2) included. While the difference in price is not overly significant on its face, there is one overriding point in favor of Companion Life. Effective this plan year the $950,000 laser will not be a part of the plan under the Companion Life contract. This means that should the individual who has the laser currently continues to have claims, the City will only be responsible for the specific deductible of $300,000 not the $950,000 which is the current laser amount. Combine this with the 50% rate cap and no new laser provision and the city has the opportunity to benefit for the next two to three years. It should also be noted that Companion Life is the Reinsurance Provider for Texas Health Benefits Book of Business.

For detailed information, please reference the signature ready proposal from Companion Life (included) and the included Stop Loss Renewal and Cost Projections.

Specific Deductible

Because the respondents provided quotes at $300,000, $325,000, and $350,000, we performed an analytics calculation to determine the likelihood of specific claims year over year for the City. The findings are as follow:

- $300,000 ISL – 2.7 Claims
- $325,000 ISL – 2.3 Claims
- $350,000 ISL – 1.7 Claims

These numbers represent the likelihood of claims exceeding the above specific amounts. As a matter of historical perspective, over the last seven years the City has never had more than five specific claims in a plan year. This analysis was done through our Windsor Claros Analytics Software, which considers the prior three years of claims experience, as well as demographics of the group i.e. Age/Gender, Geographic Area, Provider Network, Trend and Plan Design.

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Oklahoma City, OK 73112

It should be pointed out that despite the actuarial calculations the City has had a couple of years with higher than forecast specific claims. Based on the analytics and the experience it remains our opinion and recommendation that the City continue to maintain the $300,000 specific deductible.

Included with this summary is our spreadsheet outlining the renewal offers and the estimated cost of the plan for the coming year. I look forward to the opportunity to address any questions.

If additional information is needed or desired, please reach out to me via email or at my cell (806) 674-2909.

Respectfully Submitted,

Tommy Taylor, CLU

Executive Vice President/Managing Consultant

C: (806) 674-2909

E: ttaylor@higginbotham.com

City of Brownsville
2023/2024 Plan Year
Stop Loss Renewal and Cost Projections

Stop Loss Proposal Status		Firm	Firm	Firm
No New Laser Rate Cap		**INCLUDED**	**INCLUDED**	**INCLUDED**
Specific Stop Loss Carrier		**VOYA RENEWAL**	**ISU COMPANION LIFE**	**VOYA CURRENT**
Specific Contract Basis		12/15	12/15	12/15
Specific Deductible		$300,000	$300,000	$300,000
Aggregating Specific		$450,000	$450,000	$450,000
Coverage(s)		Medical & Rx	Medical & Rx	Medical & Rx
Individual Rates Per Month:	**Enrolled:**			
EE Only	1,228	$53.41	$52.20	$54.50
Family	0	$0.00	$0.00	$0.00
Composite (Blended)	1,228	$53.41	$52.20	$54.50
Specific Monthly Premium		$65,587.48	$64,101.60	$66,926.00
Specific Annualized Premium		$787,049.76	$769,219.20	$803,112.00
Aggregate Stop Loss Carrier		**VOYA RENEWAL**	**ISU COMPANION LIFE**	**VOYA CURRENT**
Aggregate Contract Basis		12/15	12/15	12/15
Coverage(s)		Medical & Rx	Medical & Rx	Medical & Rx
Aggregate Accommodation		EXCLUDED	EXCLUDED	EXCLUDED
Aggregate Corridor Percentage		125%	125%	125%
Maximum Annual Aggregate Payment		$1,000,000	$1,000,000	$1,000,000
Aggregate Rate Per Month	**Enrolled:**			
Composite	1228	$2.11	$1.63	$2.16
Annualized Aggregate Premium		$31,092.96	$24,019.68	$31,829.76
Aggregate SL Factors:	**Enrolled:**			
EE Only	1228	$1,044.01	$1,044.83	$1,098.96
Expected Claims		$12,307,625.09	$12,317,291.90	$12,955,419.65
Aggregate Attachment Point (Max Claims)		$15,384,531.36	$15,396,614.88	$16,194,274.56
ANNUAL EXPENSE				
Estimated Specific Premium		$787,049.76	$769,219.20	$803,112.00
Estimated Aggregate Premium		$31,092.96	$24,019.68	$31,829.76
Total Stop Loss Premium		$818,142.72	$793,238.88	$834,941.76
Total Stop Loss Premium % Over Current		-2%	-5%	N/A
Total Stop Loss Premium $ Over Current		-$16,799.04	-$41,702.88	N/A
Aggregate Attachment Point		$15,384,531.36	$15,396,614.88	$16,194,274.56
Aggregate Attachment Point % Over Current		-5%	-5%	N/A
Aggregate Attachment Point $ Over Current		-$809,743.20	-$797,659.68	N/A
Total Laser Liability Above Deductible		$950,000.00	$0.00	$950,000.00
Broker Commission %		0%	0%	0.0%
Broker Commission PEPM		$0.00	$0.00	$0.00
Annual Estimated Broker Commission		$0.00	$0.00	$0.00
Stop Loss Coordination Fee		0%	0%	0%
Administrative Fees PEPM		$51.87	$51.87	$51.87
Annual Estimated Administrative Fees Texas Health Benefits		$764,293.92	$764,293.92	$764,293.92
TOTAL Expected Annual Expense		$14,840,061.73	$13,874,824.70	$15,504,655.33
TOTAL Maximum Annual Expense		**$17,916,968.00**	**$16,954,147.68**	**$18,743,510.24**
Maximum Annual Expense % Over Current		**-4%**	**-10%**	**N/A**
Maximum Annual Expense $ Over Current		**-$826,542.24**	**-$1,789,362.56**	**N/A**

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Group Name:	**City of Brownsville**
Effective Date:	**10/1/2023**

Stop Loss Carriers	**Response**	**Reason for decline**
ATS	Decline	Uncompetitive
ISU	Quoted **- FIRM**	
Liberty	Decline	Uncompetitive
Pace	Decline	Police / fire %
Sun Life	Decline	Uncompetitive
Symetra	Decline	Police / fire %
Granular	Decline	Uncompetitive, 62% above current
Anthem/Wellpoint	Decline	Uncompetitive
Voya (Renewal)	Quoted **- FIRM**	
Symetra	Decline	Uncompetitive / Loss HX
PartnerRe	Decline	Uncompetitive
Rockport	Decline	Uncompetitive
SwissRe	Decline	Uncompetitive, 98% above current
IAT	Decline	frequent carrier changes / uncompetitive
HM Life	Decline	Uncompetitive

New Business Proposal

for City of Brownsville

Underwriter: Kim Angeletti

Group: City of Brownsville

Quoted For: SA Benefit Services, a Division of Afore Insurance Services

Proposal Number: 6

ISU, a division of Companion Life Insurance Company

10199 Southside Boulevard, Suite 205 | Jacksonville, FL 32256
(904) 281-2151 | www.isu-inc.net

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2023 – 09/30/2024

Administrator: TML Multistate IEBP

Proposal Number: 6

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Lisa H. John M.

SPECIFIC STOP LOSS COVERAGE		Option 1	Option 2
Coverages		Medical, Rx Card	Medical, Rx Card
Specific Deductible per Individual		$ 300,000	$ 300,000
Aggregating Specific Deductible		$ 450,000	$ 450,000
Contract Basis		12/12	12/15
Specific Advancement		Included	Included
Specific Rate(s) Per Month	Enrollment		
Single	700	$ 20.03	$ 28.22
Family	528	$ 56.27	$ 84.01
Composite	1,228	$ 35.61	$ 52.20
Estimated Monthly Premium		$ 43,732	$ 64,111
Estimated Policy Period Premium		$ 524,779	$ 769,335
Lifetime Reimbursement		Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited
Quoted Rate(s) include Commission of		0.00 %	0.00 %

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2023 – 09/30/2024

Administrator: TML Multistate IEBP

Proposal Number: 6

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Lisa H. John M.

AGGREGATE STOP LOSS COVERAGE		Option 1	Option 2
Coverages		Medical, Rx Card	Medical, Rx Card
Contract Basis		12/12	12/15
Loss Limit per Individual		$ 300,000	$ 300,000
Maximum Policy Period Reimbursement		$ 1,000,000	$ 1,000,000
Aggregate Corridor		125 %	125 %
Rate per Month	Enrollment		
Composite	1,228	$ 1.53	$ 1.63
Combined Gross Monthly Rate		$ 1.53	$ 1.63
Estimated Policy Period Premium		$ 22,546	$ 24,020
Quoted Rate(s) include Commission of		0.00 %	0.00 %
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Single	700	$ 529.43	$ 566.10
Family	528	$ 1,570.71	$ 1,679.51
Composite	1,228	$ 977.15	$ 1,044.83
Run-In Limited To		N/A	N/A
Aggregate Deductible		$ 14,399,231	$ 15,396,615
Minimum Aggregate Deductible		$ 14,399,231	$ 15,396,615
Expected Annual Claims		$ 11,519,385	$ 12,317,292

OVERALL COST SUMMARY	Option 1	Option 2
Total Fixed Cost	$ 547,325	$ 793,355
Specific Variable	$ 450,000	$ 450,000
Aggregate Variable	$ 14,399,231	$ 15,396,615
Maximum Policy Period Liability	$ 15,396,556	$ 16,639,970

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Lisa H. John M.

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following Items:

- **Prior to any Carrier Stop Loss Application issuance, the signing Agent of Record must be appointed by the Carrier. For details on the appointment process, please contact your Marketing Representative.**
- Before a Policy can be issued, we will require documentation regarding a member's eligibility and termination of benefits under the plan, along with the group's Leave of Absence Policy. If there is no Leave of Absence Policy in place, we will require a statement from the Plan Sponsor stating there is no Leave of Absence available. The Plan Document will serve as documentation as long as detailed information is included within the document.
- Our proposal is based on the use of the BCBS PPO network. We reserve the right to change our rates and factors. if the network changes or the initial enrollment varies by 10% or more from the enrollment shown on our proposal.
- Subject to updated paid claims and enrollment through the proposed effective date. We reserve the right to recalculate the Aggregate factors if the average of the final two/three months of claims exceed the average of the prior nine/ten months by more than 5%.
- The aggregating specific retention does not apply toward the aggregate maximum.
- A signed disclosure statement is not required; however, we will require disclosure information. Disclosure information will be accepted closer to the effective date and no later than 15 days after the effective date. Disclosure information will include pre-cert information, trigger diagnosis information, pended/denied claim information, 50% notice information and case management reports. All plan participants considered disabled (including but not limited to: STD, LT, salary continuance, FMLA, extension of benefits, COBRA, and leave of absence), whether employee or dependent, must also be disclosed along with claimants with prescription drug claims more than 50% of the lowest specific deductible or $2,000 per script. The quotation may require additional information and adjustments, (including lasers), regarding any claimant with a serious condition(s) that may be expected to exceed the selected retention.
- This quote includes the ""No New Laser at Renewal"" option. Under this option, we will not place any new higher deductibles on any individual at the 10/01/2024 renewal. Rates and aggregating specific deductibles, if included, will not increase more than 50% assuming the specific deductible and contract type remain unchanged. Any lasers and/or contingencies placed as of the 10/01/2023 contract may be continued on any subsequent renewals. The carrier has the option to offer, modify or not offer a continuation of this option with subsequent renewals.
- Retiree Coverage Included until age 65 or Medicare eligible - whichever is earlier.
- Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.
- Subject to review and acceptance of Plan Document.
- This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan. We reserve the right to adjust the aggregate factors if enrollment by plan changes by more than 10%.
- We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.
- If the group acquires a new entity and adds those members to our policy, disclosure information, along with paid claims, enrollment and 50% reports are required. Approval must be received before we will assume risk for the new members.

Carrier: Companion Life

Stop Loss Proposal for: City of Brownsville

Policy Period: 10/01/2023 – 09/30/2024

Administrator: TML Multistate IEBP

Proposal Number: 6

10199 Southside Boulevard, Suite 205
Jacksonville, FL 32256
Telephone: (904) 281-2151
Facsimile: (904) 281-0384

Underwriter:
Kim Angeletti
kangeletti@isu-inc.net

Marketing Representative:
Lisa H. John M.

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	$ 300,000 / 12/12	$ 300,000 / 12/12
2	$ 300,000 / 12/15	$ 300,000 / 12/15

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____

Agent of Record or Administrator

Higginbotham™

Lead with Values and Value Leads.

City of Brownsville Stop Loss Presentation

Tuesday

August 15,2023

Presented by

Tommy Taylor, CLU, Managing Consultant

Michael Avenevoli, Managing Director

Albert Perez, Managing Director

Objective

To secure Commission's approval on Stop Loss for the City's Self Funded Health Plan.

Rates are complete and firm as long as the acceptance is signed by the 16th of August

Synopsis of Executive Summary

Utilizing the City's current contract with SA Benefits (copy included) the City's Stop Loss coverage was marketed to 15 carriers, 13 of which either did not issue a response or declined to provide a proposal as they felt they could not be competitive. The incumbent carrier Voya and ISU Companion Life both responded and have provided best and final offers. These offers are firm and require no additional underwriting if the applications are signed by the 16th of August.

Group Name:	**City of Brownsville**
Effective Date:	**10/1/2023**

Stop Loss Carriers	Response	Reason for decline
ATS	Decline	Uncompetitive
ISU	Quoted - **FIRM**	
Liberty	Decline	Uncompetitive
Pace	Decline	Police / fire %
Sun Life	Decline	Uncompetitive
Symetra	Decline	Police / fire %
Granular	Decline	Uncompetitive, 62% above current
Anthem/Wellpoint	Decline	Uncompetitive
Voya (Renewal)	Quoted - **FIRM**	
Symetra	Decline	Uncompetitive / Loss HX
PartnerRe	Decline	Uncompetitive
Rockport	Decline	Uncompetitive
SwissRe	Decline	Uncompetitive, 98% above current
IAT	Decline	frequent carrier changes / uncompetitive
HM Life	Decline	Uncompetitive

Synopsis of Executive Summary

Overview of the VOYA Stop Loss Renewal

The City of Brownsville currently has Stop Loss Reinsurance coverage through Voya. The specifics of the Voya renewal contract are as follows…

$300,000 Specific Deductible

$450,000 Aggregating Specific Deductible

12/15 Contract

One Laser of $950,000

Annual Fixed Cost: $818,143

Aggregate Attachment Point: $15,384,531

Maximum Plan Liability: $17,916,968

Synopsis of Executive Summary

RECOMMENDATION: Accept the offer from ISU Companion Life (option 2)

ISU Companion Life

$300,000 Specific Deductible

$450,000 Aggregating Specific Deductible

12/15 Contract

No Lasers with a No New Laser Provision

Annual Fixed Cost: $793,355 – A Decrease of 5% from Current

Aggregate Attachment Point: $15,396,615 – Decrease of 5% from Current

Maximum Plan Liability: $16,954,147 - Decrease of 10% from Current

Includes a "No New Laser" Rider and a 50% Rate Cap

Synopsis of Executive Summary

Stop Loss Proposal Status		Firm	Firm	Firm
No New Laser Rate Cap		INCLUDED	INCLUDED	INCLUDED
Specific Stop Loss Carrier		**VOYA RENEWAL**	**ISU COMPANION LIFE**	**VOYA CURRENT**
Specific Contract Basis		12/15	12/15	12/15
Specific Deductible		$300,000	$300,000	$300,000
Aggregating Specific		$450,000	$450,000	$450,000
Coverage(s)		Medical & Rx	Medical & Rx	Medical & Rx
Individual Rates Per Month:	**Enrolled:**			
EE Only	1,228	$53.41	$52.20	$54.50
Family	0	$0.00	$0.00	$0.00
Composite (Blended)	1,228	$53.41	$52.20	$54.50
Specific Monthly Premium		$65,587.48	$64,101.60	$66,926.00
Specific Annualized Premium		$787,049.76	$769,219.20	$803,112.00
Aggregate Stop Loss Carrier		**VOYA RENEWAL**	**ISU COMPANION LIFE**	**VOYA CURRENT**
Aggregate Contract Basis		12/15	12/15	12/15
Coverage(s)		Medical & Rx	Medical & Rx	Medical & Rx
Aggregate Accommodation		EXCLUDED	EXCLUDED	EXCLUDED
Aggregate Corridor Percentage		125%	125%	125%
Maximum Annual Aggregate Payment		$1,000,000	$1,000,000	$1,000,000
Aggregate Rate Per Month	**Enrolled:**			
Composite	1228	$2.11	$1.63	$2.16
Annualized Aggregate Premium		$31,092.96	$24,019.68	$31,829.76
Aggregate SL Factors:	**Enrolled:**			
EE Only	1228	$1,044.01	$1,044.83	$1,098.96
Expected Claims		$12,307,625.09	$12,317,291.90	$12,955,419.65
Aggregate Attachment Point (Max Claims)		$15,384,531.36	$15,396,614.88	$16,194,274.56
ANNUAL EXPENSE				
Estimated Specific Premium		$787,049.76	$769,219.20	$803,112.00
Estimated Aggregate Premium		$31,092.96	$24,019.68	$31,829.76
Total Stop Loss Premium		$818,142.72	$793,238.88	$834,941.76
Total Stop Loss Premium % Over Current		-2%	-5%	N/A
Total Stop Loss Premium $ Over Current		-$16,799.04	-$41,702.88	N/A
Aggregate Attachment Point		$15,384,531.36	$15,396,614.88	$16,194,274.56
Aggregate Attachment Point % Over Current		-5%	-5%	N/A
Aggregate Attachment Point $ Over Current		-$809,743.20	-$797,659.68	N/A
Total Laser Liability Above Deductible		$950,000.00	$0.00	$950,000.00
Broker Commission %		0%	0%	0.0%
Broker Commission PEPM		$0.00	$0.00	$0.00
Annual Estimated Broker Commission		$0.00	$0.00	$0.00
Stop Loss Coordination Fee		0%	0%	0%
Administrative Fees PEPM		$51.87	$51.87	$51.87
Annual Estimated Administrative Fees Texas Health Benefits		$764,293.92	$764,293.92	$764,293.92
TOTAL Expected Annual Expense		$14,840,061.73	$13,874,824.70	$15,504,655.33
TOTAL Maximum Annual Expense		$17,916,968.00	$16,954,147.68	$18,743,510.24
Maximum Annual Expense % Over Current		-4%	-10%	N/A
Maximum Annual Expense $ Over Current		-$826,542.24	-$1,789,362.56	N/A

Higginbotham™

Lead with values and value leads.

Producer Tommy Taylor,CLU
Managing Consultant

T: ((806) 674-2909

F: (405) 493-0460XXX-XXXX

ttaylor@higginbotham.com

higginbotham.com

Understanding medical stop loss insurance

Expert goes in-depth on this growing market

Risk Management News

By Bethan Moorcraft

Apr 27, 2020 / Share

The medical stop loss insurance market has experienced a surge in recent years as more employers in the United States attempt to save costs by offering self-funded health benefit programs and using medical stop loss insurance as a financial backstop.

Employers who self-insure can use medical stop loss insurance in one of two ways. They can either use it to hedge against a single catastrophic claim, for example an employee with a rare cancer who needs a new very expensive cancer drug, or they can use it to cover aggregate loss above and beyond the expected cost of their plan demographic. Success in the self-insurance arena requires strong partnerships between the employers, the plan administrators, and the insurance brokers and stop loss carriers. Brokers play a pivotal role in fostering long term relationships between these parties.

"The broker has to be knowledgeable and have a good understanding of the medical stop loss market," explained Theresa Galizia (pictured), chief underwriting officer, Ironshore Medical Stop Loss. "It's also important for the broker to be able to demonstrate the value of a long-term partnership. Too often, we see brokers market stop loss placements year after year. But if you think about the way medical stop loss insurance is designed to work, it's really more of a smoothing mechanism. A client might have a catastrophic claim in the first year of its relationship with a stop loss carrier, but that doesn't necessarily mean the stop loss carrier is going to triple its rate upon renewal. The goal is to price the program for long term sustainability."

Stop loss carriers address adverse loss development on cases through medical underwriting. Rather than penalizing the entire group with high overall premiums or more conservative structures, stop loss underwriters can introduce lasers, where they exclude (or "laser out") a certain claimant (someone deemed too high risk) from a policy, or they cover that claimant but at a higher deductible than the rest of the plan participants. While lasers offer an opportunity to address targeted, ongoing medical liability, they do potentially create a gap in coverage for the self-funded employer who has a high-risk claimant in its population. This creates an added financial burden to the self-funded employer.

However, in the last five years, medical stop loss carriers have started offering what's known as a 'No New Laser' (NNL) contract in order to reassure self-funded groups that they will maintain protection, at least for the next foreseeable renewal cycle. Under an NNL contract, the carrier agrees not to impose any further exclusions or lasers to the policy (other than those imposed at inception of the contract). Further, the NNL provision is typically accompanied by a rate cap, where underwriters agree upfront not to increase first year renewal premium by more than a pre-determined percentage. The percentage varies, but on average is within 35% to 50%.

“However, over the last 12 to 18 months, medical stop loss carriers started feeling the burn from that strategy,” Galizia commented. “Carriers are tightening underwriting controls with respect to those types of coverage enhancements and being a little bit more diligent and careful around when they offer those types of provisions. For example, we’ve instituted minimum premium and minimum attachment point requirements. We also make sure that the benefit is properly accounted for in our pricing models.

“There was a misconception in the market that NNL contracts would be evergreen provisions, when the language really didn’t support an evergreen provision. In actuality, the language really only creates a one-year commitment (at renewal). It said we would only take up to a certain amount of rate action and/or not impose any new lasers at the first renewal. Clearly demonstrating that and making the true intention of the language known to brokers and clients is essential. To the extent that we renew the policy, we don’t need to continue offering those provisions if we’re not comfortable doing so.”

With respect to new and emerging exposures that can carry a very high price tag, such as cell and gene therapies, stop loss carriers typically allow these expenses as eligible under the stop loss policy, provided the services meet the plan’s definition of medical necessity. It’s currently abnormal for a medical stop loss carrier to include a blanket exclusion on a policy for these types of services, explained Galizia. One of the main reasons why self-funded employers buy medical stop loss insurance in the first place is to secure a financial backstop for unexpected claims with severe cost, such as a sick employee that needs a new gene therapy or a new cancer drug that could cost $1 million or more.

“We’re not yet in a position where we would introduce blanket exclusions for some of these expensive new therapies and drugs,” Galizia commented. “For example, the expected frequency of a claim involving a brand-new gene therapy is very low, at least at this time. If that were to change and it became the new normal to expect a high frequency of gene therapy claims, then that’s going to shift the way that clients and brokers structure programs. Deductibles will have to be a lot higher, carriers may introduce terms that include a retrospective-rate provision, or maybe a tiered funding mechanism where clients share in more of the risk at certain thresholds. All of these things are yet to be seen.”

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Marina Zolezzi, Chief of Staff
Date:	Tuesday, August 15, 2023
Agenda #:	Consideration and **ACTION** to approve **Resolution Number 2023-110** nominating Columbia Valley Healthcare System, L.P., to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as a qualified business and enterprise project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code. (Office of the City Manager)

Summary:
The City Commission of the City of Brownsville previously passed Ordinance No. 2012-1558 on August 28, 2012, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2012-1558. By approving this resolution, the Office of the Governor Economic Development and Tourism (OOGEDT), through the Economic Development Bank, will consider Columbia Valley Healthcare System, L.P., as an enterprise project pursuant to a nomination and an application made by the City, through a similar process by which it considered Rich Products Corporation for the same in Brownsville.

The City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals.

Project Scope and Analysis:
Columbia Valley Healthcare System, L.P., is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site (Valley Regional Medical Center) located inside an enterprise zone, located at 100-A E. Alton Gloor Blvd., Brownsville, Texas, as the facility resides in a distressed county and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area. The designation of Columbia Valley Healthcare System, L.P., as an enterprise project will

contribute significantly to the achievement of the plans of the City for development and revitalization of the area by way of an $8M expansion/renovation of its cardiology department over the next five years and the creation of an additional 10 full-time positions as part of its anticipated investment.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

Staff recommends approval.

Commission Pillar:

Economic Development and Quality of Life

Attachments:

1. HCA VR CI TX EZ 2303-2803 Tab 11 Project Description Letter 2023-05-10
2. HCA VR CI TX EZ 1209-1709 Certified Particpating Nominating Resolution 2023-07-17
3. Ordinance No. 2012-1558

August 10, 2023

Ms. Helen Ramirez
City Manager
City of Brownsville
1001 E. Elizabeth Street
Brownsville, Texas 78522

Ms. Adriana Cruz
Executive Director
Economic Development & Tourism
Office of the Governor
1100 San Jacinto Blvd, 3rd Floor
Austin, Texas 78701

Re: Project Description Letter for Columbia Valley Healthcare System, L.P.
Enterprise Project Application (City of Brownsville Facility)
Tax Identification Number: 1-62-1669572-2

Dear Ms. Ramirez and Ms. Cruz:

Columbia Valley Healthcare System, L.P. ("Valley Regional Medical Center"), was established in 1975 with an unwavering commitment to patient care. As a subsidiary of HCA Healthcare, Inc., which is headquartered in Nashville, Tennessee, Valley Regional Medical Center has the support of the nation's leading provider of healthcare services.

With approximately $1.9B in annual revenue in 2021, Valley Regional Medical Center is a licensed 214-bed facility with over 200 physicians representing more than 25 specialties. Located at 100-A E. Alton Gloor Blvd, the facility specializes in a variety of high-quality inpatient and outpatient services such as Women's Services, Heart and Vascular Services, Stroke and Neurosciences, Diabetes Management, and others. Valley Regional Medical Center also has a designated Advanced Levell III Trauma Center recognized by the Texas Department of State Health Services EMS/Trauma System. Valley Regional Medical Center prides itself on its innovation and unwavering commitment to provide advanced healthcare services to residents of Brownsville and the surrounding communities in the Rio Grande Valley.

Valley Regional Medical Center has enjoyed tremendous success over the years and has developed a plan to improve its service offerings to the residents of the community and alleviate capacity limitations. Over the next five years, Valley Regional Medical Center anticipates spending approximately $8M to expand and renovate its cardiology department. The plan includes a complete refresh of the 2nd floor cardiac unit with new electrophysiology and end-of life-equipment. Two cardiac catheterization laboratories will also undergo upgrades as part of this project along with supporting equipment to improve patient experience.

Below is a breakdown of the anticipated timeline of capital:

2023	2024	2025
$2,200,000	3,000,000	2,800,000

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits "if the business has clearly demonstrated that the business is able to employ individuals in accordance with Section 2303.402." To meet this requirement, Valley Regional Medical Center, located at

100-A E. Alton Gloor Blvd, Brownsville, Texas 78526 in Census Tract 126.17, Block Group 2, of Cameron County, understands the Texas Enterprise Zone Program's 25% hiring criteria of new or replacement personnel certified for benefit are to be residents of an enterprise zone, or Veterans, or economically disadvantaged.

Valley Regional Medical Center currently employs 806 employees at the Brownsville facility and commits to retain the existing level of employment. Of those jobs, 371 meet the definition of a "retained job" in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. Given the proposed investment, no layoffs or reductions in employment are contemplated. Furthermore, over the five-year designation, Valley Regional Medical Center commits to the creation of an additional 10 full-time positions as part of its anticipated investment. The business does not have any transportation needs to be addressed by the Governor's Office and affirms that the payroll and tax records of the business activity conducted at the qualified business site will be maintained separately.

Valley Regional Medical Center strives to make their community a better place to live and work through volunteerism and support for a variety of organizations benefiting a wide array of people. The March of Dimes, the Alzheimer's Association, the American Red Cross, the Good Neighbor Settlement House, Inc., and the Friendship of Women, Inc. are just a few of the many organizations that Valley Regional Medical Center supports. Valley Regional Medical Center recently teamed up with Sunrise Mall to present the Pink it Up Walk in support of Breast Cancer Awareness. Additionally, the hospital dedicated an entire month to United Way of Southern Cameron County by creating different activities, highlighting community work, and encouraging employee engagement. Over the five-year designation period, Valley Regional Medical Center fully expects to continue its current level of participation in supporting various civic activities and organizations.

Valley Regional Medical Center's commitment to its Brownsville, Texas facility is an exciting and integral part of the local business community. We look forward to participating in the Texas Enterprise Zone Program as well as continuing to strengthen our relationship with the City of Brownsville in the coming years.

Sincerely,

Deborah Mullin
Assistant Secretary
Brownsville - Valley Regional Medical Center, Inc.
General Partner of Columbia Valley Healthcare System, L.P.

RESOLUTION NUMBER 2023-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE NOMINATING COLUMBIA VALLEY HEALTHCARE SYSTEM, L.P. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT ("PROJECT") UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT")

WHEREAS, the City Commission of the City of Brownsville ('City") has previously passed Ordinance No. 2012-1558 on August 28, 2012, electing to participate in the Texas Enterprise Zone Program; and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2012-1558; and

WHEREAS, the Office of the Governor Economic Development and Tourism, through the Economic Development Bank, will consider Columbia Valley Healthcare System, L.P. as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones, veterans and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Columbia Valley Healthcare System, L.P. has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Columbia Valley Healthcare System, L.P. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Columbia Valley Healthcare System, L.P. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone as the facility resides in a distressed county and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Columbia Valley Healthcare System, L.P. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Columbia Valley Healthcare System, L.P. meets the criteria for tax relief and other incentives adopted by the City and nominates Columbia Valley Healthcare System, L.P. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability in the area; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Columbia Valley Healthcare System, L.P. is an enterprise project pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE:

1. That Columbia Valley Healthcare System, L.P. is a "qualified business" as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act;

2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by OOGEDT and terminate five years after date of designation; and

3. The City Manager, Deputy City Manager, and Assistant City Manager are each authorized to sign any and all documents required by EDC to complete the nomination process.

Passed and Approved this __15__ day of ____August___, 2023.

City of Brownsville, Texas

_____

John Cowen, Jr.
Mayor

Attest:

_____

Yolanda Galarza-Gomez
City Secretary

ORDINANCE NO. 2012-1558

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE CITY OF BROWNSVILLE TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING BROWNSVILLE – VALLEY REGIONAL MEDICAL CENTER, INC. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT"), THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS A TEXAS ENTERPRISE PROJECT ("PROJECT").

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City"), desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents of such areas; and

WHEREAS, the Project is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Brownsville-Valley Regional Medical Center, Inc. has applied to the City for designation as a Texas Enterprise Project; and

WHEREAS, the City finds that Brownsville-Valley Regional Medical Center, Inc. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site and will create a higher level of employment, economic activity and stability; and

WHEREAS, a Public Hearing to consider this order was held by the City Commission on August 21, 2012;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT;

SECTION 1. The City nominates Brownsville-Valley Regional Medical Center, Inc. for Enterprise Project status.

SECTION 2. The local incentives identified and summarized briefly in the attached Exhibit "A," at the election of the governing body, are or will be made available to the nominated Project or activity of the qualified business site.

SECTION 3. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Exhibit A of Ordinance No.

	Name of Incentive	Description of Incentive	Availability
1	Tax Abatement	Property tax reduction.	Citywide
2	Tax Increment Financing	The City may publicly finance needed public and structural improvements and enhanced infrastructure within a defined area.	Citywide
3	Freeport Exemption	The City may exempt goods-in-transit from ad valorem taxes	Citywide
4	Zoning Changes/Variances	The City may make zoning changes to expedite the development process	Citywide
5	Impact/Inspection Fee Exemptions	The City may exempt impact/ inspection fees.	Citywide
6	Streamlined Permitting	The City may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate City departments.	Citywide
7	Improved Fire and Police Protection	Safety and protection of City residents.	Citywide
8	Community Crime Prevention Programs	Brownsville CrimeStoppers	Citywide
9	Capital Improvements In Water and Sewer Facilities	The City can provide resources for a capital improvement plan related to water and sewer service.	Citywide
10	Building Code Exemptions	City may provide certain building code exemptions to expedite the development process.	Citywide
11	Creation or Improvement of Parks	Maintain healthy lifestyle for City residents.	Citywide
12	Provision of Publicly Owned Land for Development Purposes	The City can provide publicly owned land for development purposes.	Citywide
13	One-Stop Permitting, Problem Resolution Center	The City may offer one-stop permitting.	Citywide

Exhibit A (cont.)

	Name of Incentive	Description of Incentive	Availability
14	Promotion and Marketing Service	Brownsville Economic Development Council	Citywide
15	Job Training and Employment Services	Offered in conjunction with local community colleges, technical schools, etc.	Citywide
16	Retraining Program	Offered in conjunction with local colleges, technical schools, etc.	Citywide
17	Literacy and Employment Skills Services	Offered in conjunction with local community colleges, technical schools, etc.	Citywide
18	Vocational Education	Offered in conjunction with local community colleges, technical schools, etc.	Citywide
19	Customized Job Training	Offered in conjunction with local community colleges, technical schools, etc.	Citywide
20	Low Interest Loans for Business	The City may offer low interest loans for business.	Citywide
21	Economic Development Sales Tax	The City may offer the 4a sales tax for business development.	Citywide

SECTION 4. The Brownsville City Commission directs and designates the Planning Director as the City's liaison to communicate and negotiate with the OOGEDT through the Bank and Enterprise Project(s) and to oversee enterprise zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an Enterprise Project.

SECTION 5. The City finds that Brownsville-Valley Regional Medical Center, Inc., meets the criteria for designation as an Enterprise Project under Chapter 2303, Subchapter F, of the Act on the following grounds:

(a) Brownsville-Valley Regional Medical Center, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and

(b) There has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area; and

(c) The designation of Brownsville-Valley Regional Medical Center, Inc. as a Texas Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6. The enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

INTRODUCED and **PASSED** at **FIRST READING** on the 21st day of August, 2012.

PASSED on **SECOND** and **FINAL READING** on 28th day of August, 2012.

Antonio Martinez
Mayor

ATTEST:

Estella Von Hatten
City Secretary

CITY SECRETARY T E X A S CITY OF BROWNSVILLE

Approved as to legality of form this 29 day of August 2012, 2012.
Name: _____
Title: _____
Office of the City Attorney

RESOLUTION NUMBER 2023-104

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE TRANSIT ADVISORY COMMITTEE.

WHEREAS, The Transit Advisory Committee was created in 1991 and amended by the By Laws accepted January 10, 2003, and further amended by Resolution Number 2006-039 on June 06, 2006; and

WHEREAS, the Transit Advisory Committee shall monitor the performance of Brownsville Metro quality statistical reports, reviews requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed;

To provide advice and guidance to the Brownsville City Commission through staff on the development, implementation and operation of the Paratransit and Fixed Route Services consistent with all State and Federal Rules and Regulations, and to further:

1. Monitor the performance of Brownsville Metro quality statistical reports.
2. Monitor users through a statistical report of service productions for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures and practices; and

WHEREAS, the Transit Advisory Committee is composed of seven (7) members, four (4) members shall be reappointed and one (1) member shall be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Transit Advisory Committee.

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this ____ day of August 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza
City Secretary

Ordinance Number:	Board Name:	Meeting Date:
By-Laws were adopted on: June 6, 2006 Resolution No. 2023-104	**TRANSIT ADVISORY COMMITTEE (TAC)** J. Joel Garza, Director	August 15, 2023
Composition: No less than 7 members, no more than 9 members	**Term of Office:** Two (2) years of terms.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Serving on Other City Boards
Viola Currier	**1**	6th	12/1/2020	12/1/2022	**Y**		**Y**	
Sandra Gomez	**4**	2nd	12/1/2020	12/1/2022	**Y**		**Y**	
Scott Fry	**2**	1st	12/03/2019	12/13/2022	**Y**		**Y**	
Gregorio Rincones	**1**	1st	06/16/2020	6/16/2024	**N**		**N**	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
N/A					

BROWNSVILLE METRO (Revised Feb 2020)

TRANSIT ADVISORY COMMITTEE

By-Laws

Adopted by the City Commission

June 6, 2006

Revised and
Adopted by the City Commission

November 18, 2020

TRANSIT ADVISORY COMMITTEE
BY-LAWS

ARTICLE ONE: NAME AND ADDRESS

Section One.

The name of the Committee is the Transit Advisory Committee.

Section Two.

The address of this Committee shall be the address used by the **Brownsville Metro** **(Revised Feb 2020)**:

755 International Blvd.
Brownsville, Texas 78520. **(Revised Feb 2020)**

ARTICLE TWO: MISSION AND PURPOSE

Section One. MISSION.

To provide advice and guidance to Brownsville City Commission through staff on the development, implementation and operation of the Paratransit and Fixed Route Service consistent with all State and Federal Rules and Regulations.

Section Two. PURPOSE

1. Monitor the performance of **Brownsville Metro** Quality statistical reports. **(Revised Feb 2020)**
2. Monitor users through a statistical report of service production for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures, and practices.
6. Provide advocacy support in community program benefits.
7. Provide input to staff on ideas to improve system performance, responsiveness, and productivity.
8. Review the acquisition/development of major facilities or equipment to assure it addresses the needs of the entire community.

ARTICLE THREE: MEMBERSHIP, RESIGNATION, and REMOVAL

Section One.

The Transit Advisory Committee is appointed by The Brownsville City Commission.

Section Two.

Desired membership is no more than seven members this would also be more consistent with the number of members in the city commission.
(Refer to Notice of Public Meeting of the City of Brownsville held October 30, 2007**)**
These members represent citizens with disabilities, senior citizens, consumers, public agencies and the general community.

Section Three.

Each member is appointed for a term of two calendar years. If a member leaves the committee before his/her two-year term has expired, the replacement appointed in his/her place will serve the remainder of the original member's term plus a two-year term of his/her own. **Members are appointed every June and December by the City Commission.** **(Revised Nov 2020)**

Section Four. RESIGNATION and REMOVAL

Any Committee Member may resign by giving notice to the City Commission. Resignations take effect when stated in such notice and acceptance is not necessary to make the resignation effective. In case of a resignation or removal the Transit Advisory Committee can recommend a new member(s) to the City Commission once resignation or removal has been noted.

Missing three consecutive meetings without an excuse will result in the removal as a member of the Committee.

ARTICLE FOUR: OFFICERS

Section One.

The appointees elect the **Chairperson** for the Advisory Committee.

The Chairperson shall preside at all meetings of the Committee; call special meetings when necessary; and perform other duties on a needed basis as directed by the Committee. The Chairperson shall hold the position for a one-year term.

Section Two.

The appointees elect the **Vice-Chairperson** for the Advisory Committee.

The Vice-Chairperson shall provide all of the functions and duties with all of the powers in the absence of the Chairperson. The Vice Chairperson shall hold the position for a one-year term.

Section Three.

The appointees elect the **Secretary** for the Advisory Committee.

The secretary shall give all notices in accordance with the provisions of these by-laws or as required by law and be custodian of the Transit Advisory Committee records. The Secretary shall perform all duties incident to the office of the Secretary and such other duties as, from time to time, may be assigned to him or her by the Board of Directors.
The Secretary shall hold the position for a one-year term.

Section Four.

Elections of Officers to the Transit Advisory Committee will take place every **January.**
(Revised Nov 2020)

Election of Officers will be through nominations and appointed by majority of votes.
(Revised Nov 2020)

ARTICLE FIVE: MEETINGS, QUORUM

Section One.

Regular meetings of the Committee shall be held on the third Wednesday of the month at 5:30 pm with exceptions as deemed necessary by the Committee. Written notice of the time, place and purpose of the meeting shall be emailed by the staff. Two calls are given to the TAC members; the Friday before and on the day of the meeting. Both calls are to remind them for the upcoming meeting and to confirm if they will be attending.

Section Two. SPECIAL MEETINGS

Special meetings may be held when called by the Chairperson, at the request of a majority of the Committee Members or upon approval of a majority of the Committee.

Section Three. QUORUM

A majority of fifty percent of current membership plus one shall constitute a quorum for the transaction of business at any meeting.

Section Four. PENDING OFFICER.

In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section Five. OPEN MEETINGS

All regular meetings of the Committee shall be open to the public published in accordance with the list contained in the Policies and Procedures Manual.

ARTICLE SIX: COMMITTEES

If any appointees made to any Committee for any reason cannot fulfill their duties for the assigned year. The Transit Advisory Committee will assign someone to complete the remainder of term. **(Revised Nov 2020)**

Section One. STANDING COMMITTEES

Section One-A. APPEALS COMMITTEE

The Appeals Committee should constitute of two (2) Transit Advisory Committee members as active members, one (1) Transit Advisory Committee member as an alternate member and one (1) Brownsville Metro (B- Metro) staff member.

Section One-B. ELIGIBILITY COMMITTEE

The Eligibility Committee shall be constituted of B- Metro staff members. It shall be the duty of the B- Metro staff members to review the applications for eligibility purpose. B-Metro staff members shall also review the total number of applications and ensure their timely review and response.

Section Two. AD HOC COMMITTEES

It shall be permissible, from time to time, as often as the Committee as a whole shall deem necessary, to form AD HOC Committees to explore particular single issues pertinent to any specific operation of the Transit System. Members of these Committees shall be appointed by the Chairperson and ratified by the rest of the Committee.

ARTICLE SEVEN **(Revised Nov 2020)**: AMENDMENTS

Any proposed amendments to the By-Laws shall be submitted in writing to the Chairperson who will, in turn, see that the proposed amendments are circulated in writing at least ten days before inclusion on the agenda of a regular meeting of the Committee. A majority vote of current members of the Committee shall be required for passage of the proposed amendment. Proxy votes will be accounted for.

Training and Attendance

Member Name	Open Meetings Training Act	Public Information Training Act	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	July-23	Aug-23
Sandra Gomez	Done		Cancelled	Present	Absent	Cancelled	Cancelled	Absent	Present	
Viola Currier	Done		Cancelled	Present	Present	Cancelled	Cancelled	Absent	Present	
Scott Fry	Done		Cancelled	Present	Present	Cancelled	Cancelled	Absent	Present	
Gregory Rincones	Done		Cancelled	Present	Absent	Cancelled	Cancelled	Present	Present	
Vacant										
Vacant										
Vacant										

Transit Advisory Committee

PURPOSE

To identify, assist, and advise the City with all activities concerning bicycle and pedestrians, which includes, but not limited to, reviewing and making recommendations on issues related to bike and pedestrian safety, education, projects, programs, signage, and plans.

WHEN THEY MEET

The third (3rd) Wednesday of each month at 5:30 PM via **Zoom** logging in at:
https://us06web.zoom.us/j/87672493492?pwd=MUc5ZDNad2tlZVFsalF2aWpBQWZhUT09
Meeting ID: 876 7249 3492
Passcode: 569472
Or by phone
+1 346 248 7799
Meeting ID: 876 7249 3492
Passcode: 569472

WHO THEY ARE

Consist of six (7) appointed citizens

Member	District	Appointed	Term Expiration	Appointed By
Viola Currier	1	12/1/2020	12/1/2022	Commissioner Gowen
Sandra Gomez	4	12/1/2020	12/1/2022	Commissioner Gowen
Scott Fry	2	12/3/2019	12/13/2022	Commissioner Tetreau
Gregorio Rincones	1	6/16/2020	06/16/2024	Commissioner Galonsky
VACANT				
VACANT				
VACANT				

Applicant's Name	District
No applications received	

Applicant's Name	District

RESOLUTION NUMBER(S) 2023-095-B
A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE ANIMAL REGULATION AND CARE ADVISORY COMMITTEE.

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) was created by Ordinance 2021-971-H, as amended; and

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) is to be composed of 11 voting members to be appointed to a 2-year term and shall serve without compensation, except the City's Health Authority; and

WHEREAS, the board is comprised of the City Health Authority, one City Commissioner, one representative from an animal welfare organization, one licensed veterinarian, and seven citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Animal Regulation Care and Advisory Committee.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

DRAFT

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL
REGULATION AND CARE CENTER

Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095-B** to appoint, reappoint, and/or remove member(s) on the Animal Shelter Advisory Committee. (Public Health Department)

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Animal Regulation and Care Advisory Committee

PURPOSE

To oversee the operations of the animal shelter.
Ensure adherence to applicable requirements of the Texas Department of Health.
Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.
San

WHEN THEY MEET

The Animal Regulation and Care Advisory Committee meets quarterly, at different locations. The City Health Authority may call more frequent meetings if determined that such meetings are necessary.

WHO THEY ARE

The committee consist of 11 members:
The City Health Authority
One (1) City Commissioner
One (1) representative from an animal welfare organization
One (1) licensed veterinarian
Seven (7) additional citizens

*PENDING APPOINTMENTS

Commissioner Gowen
Commissioner Macias
Commissioner Villarreal

Member	District	Term Expiration	Appointed by
Dr. Christopher Romero, Health Authority	N/A	Indefinite	
Bryan L. Martinez, Commissioner	1	Term of Office	Commission
Monica Tellam	3	07/11/2025	Commissioner R. De Los Santos
Sandra Garza	2	08/01/2025	Commissioner L. Macias
Guadalupe Campos-Galvez	3	08/06/2023	Commissioner J. Tetreau
Leticia D. Castillo	2	09/03/2023	Commissioner J. Tetreau
Vacant			
Dr. Logan McAllister, Licensed Veterinarian	N/A	11/16/2026	
Michelle Miller	4	12/14/2025	Commissioner Cardenas
Teresa Saldivar	4	12/14/2025	Commissioner Cowen, Jr.
Dr. Shirley Wells, Animal Welfare Organization	4	12/14/2025	

Animal Regulation and Care Center : Applicants

Applicant's Name	District
Olivia Rodriguez	**4**
Claudia Lozano	**4**
LaHoma M. Pederson	**3**

Thank You

BARCC

EVERY PET DESERVES A HOME

BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Animal Regulation and Care Advisory Committee

PURPOSE

To oversee the operations of the animal shelter.

Ensure adherence to applicable requirements of the Texas Department of Health.

Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.

WHEN THEY MEET

The Animal Regulation and Care Advisory Committee meets quarterly, at different locations. The City Health Authority may call more frequent meetings if determined that such meetings are necessary.

WHO THEY ARE

The committee consist of 11 members:

The City Health Authority

One (1) City Commissioner

One (1) representative from an animal welfare organization

One (1) licensed veterinarian

Seven (7) additional citizens

Member	District	Term Expiration	Appointed by
Dr. Christopher Romero, Health Authority	N/A	Indefinite	
Bryan L. Martinez, Commissioner	1	Term of Office	Commission
Monica Tellam	3	07/11/2025	Commissioner De Los Santos
Sandra Garza	2	08/01/2025	Commissioner L. Macias
Guadalupe Campos-Galvez	3	08/06/2023	Commissioner J. Tetreau
Leticia D. Castillo	2	09/03/2023	Commissioner J. Tetreau
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