



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MAY 4, 2020**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

In accordance with social distancing guidelines, the City Commission meeting will not be open to the public, except for individuals who have elected to appear in person for Public Testimony and Public Hearing. The meeting will be via Videoconference and streamed live at www.pharr-tx.gov

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PUBLIC TESTIMONY: (Ordinance No. O-2019-45). *A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

3. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) City Engineer's Report.

4. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for April 20, 2020 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Civic Center and the Pharr Development and Research Center as polling locations for the upcoming Primary Runoff Election on July 14, 2020. (ADMINISTRATION)

C) Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ) to develop the Pharr Comprehensive Pedestrian Safety and Wellness Plan (CSJ #0921-02-389) (ENGINEERING)

D) Consideration and action authorizing City Manager to advertise for sidewalk improvements on East Helmer Street and South Cage Boulevard. (ENGINEERING)

E) Consideration and action authorizing City Manager to advertise for the Pharr Pedestrian Connections sidewalk project. (ENGINEERING)

F) Consideration and action authorizing City Manager to advertise for Request for Proposals (RFP) for the Leasing of Restaurant Services located at City Hall 1st Floor. (Project #1920-01-510-S036-001) (ADMINISTRATION)

G) Consideration and action authorizing the City Manager to advertise to Competitive Sealed Proposals (CSP) for the construction of the City Hall 1st Floor Renovation Project. (Project No. 1920-40-510-C008-755) (ENGINEERING)

H) PLATS:

1. Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting final plat approval of the proposed Roxanne Rivas Subdivision. The property is legally described as being a 0.35-acre tract of land out of a 3.00-acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1600 Block of West Anaya Road. **SUB#190514** (DEVELOPMENT SERVICES)

2. Melden & Hunt, Inc., representing Abel Hernandez-Longoria Jr., Manager for Hawthorne Brooks, L.L.C., is requesting final plat approval of the proposed Minnesota Hills Subdivision. The property is legally described as being a re-subdivision of 10.00 acres out of Lot 82, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of East Minnesota Road. **SUB#180716** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance waiving penalties and interest on late hotel occupancy tax payments. ***(Adoption on 1st Reading)*** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-21 to allow temporary signs for commercial establishments. ***(Adoption on 1st Reading)*** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area, CSJ: 0921-02-423. ***(TABLED)*** (ENGINEERING)

D) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units) at Pharr International Bridge, CSJ: 0921-02-424. ***(TABLED)*** (ENGINEERING)

E) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425. ***(TABLED)*** (ENGINEERING)

F) Consideration and action, if any, on Resolution appointing/re-appointing City Clerk and Assistant City Clerk. (ADMINISTRATION)

G) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the PSJA Tri-City Pedestrian Safety Improvements Phase II, CSJ: 0921-02-432. (ENGINEERING)

6. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing the City Manager to solicit a scope and fee proposal from an Engineering Firm on the approved list of Engineers, and negotiate and enter into a contract for the design of the PSJA Tri-City Pedestrian Safety Improvements Project-Phase II. (ENGINEERING)

7. PURCHASING:

A) Consideration, and action if any, on the purchase of safety equipment for the Pharr Police Department Special Response Team (SRT) using Buy Board # 587-19. (Project No.1920-21-512-P022-001) (POLICE)

B) Consideration and action, if any, on the purchase of a generator switchboard connection for the Pharr Events Center. (Project #1920-01-530-P021-003) (PARKS)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City Manager to amend contract with Carollo Engineers Inc. in the amount of \$78,875.00 for additional engineering services for the electrical design modification of the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements Project. (Project #1819-60-584-S010-001) (ENGINEERING)

B) Consideration and action, if any, on change order for additional project hours needed to complete Accela project. (Project # 1617-01-527-P011-001) (IT)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

AGENDA REGULAR MEETING
May 4, 2020

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

10. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of May 2020 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 1st day of May 2020


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20__ by,

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: April 27, 2020

MEETING DATE: May 4, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 4/27/2020

Approved - 4/30/2020

Final Approval - 5/1/2020

Design Phase

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects - Phase I**
- ☐ **Pharr Pedestrian Connections**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**

Construction Phase

- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold City/School Park**
- ☐ **Dr. William Long City/School Park**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **City of Pharr Downtown Park**
- ☐ **Pharr Bridge Office Expansion**
- ☐ **16-Inch Waterline on Hi-Line Rd.**
- ☐ **Aquatic Facility**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 95% Complete. Project was submitted to TXDOT for review
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	City received AFA. Staff Coordinating a design kickoff meeting.

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Bids were received on March 12, 2020. A Bid Analysis has been completed and provided to TXDOT for concurrence
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	City is waiting for AFA from TXDOT. Design is 100% Complete

CONSTRUCTION PHASE

Project Name:	Pharr Nature and Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,765,642	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	380.95%
Description: Construction of a new nature and birding park. Includes parking lot, restroom, amphitheater, decomposed granite trail, and retention pond.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is finishing up punch list items.			



CONSTRUCTION PHASE

Project Name:	Allen & William Arnould City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$2,516,467	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	380.95%
Description: Construction of a new park. Includes concrete trail, playground, restroom, parking lot, and sports fields.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is finishing up punch list items.			



CONSTRUCTION PHASE

Project Name:	Dr. William Long City/School Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount to Date	\$1,786,709	Contract Time (Days)	210
Notice to Proceed	2/20/2018	Contract Time Used:	380.95%
Description: Construction of a new park. Includes concrete trail, playground, restroom, and sports fields.			
Status: Substantial completion has been achieved.			
Pictures: Contractor is completing punch list items. City is subcontracting construction of irrigation system in baseball field.			



CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	210
Notice to Proceed	9/24/2018	Contract Time Used:	278.10%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Substantial completion has been achieved.			
Pictures: Pending punchlist items.			
			
			

CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	Garcia Infrastructure Consultants, LLC (GiC)		
Contractor	Ferguson Service Systems, Inc.		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	7/30/2018	Contract Time Used:	304.76%

Description: Construction of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road.

Status: Coordinating with Hidalgo County on the pouring the driveway. Lift Station is in operation

Pictures:



CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount to Date	\$1,425,177	Contract Time (Days)	120
Notice to Proceed	9/18/2019	Contract Time Used:	187.50%
Description: Construction of a new downtown park located on the north side and south side of City Hall. Includes amphitheater, fountains, and food park.			
Status: Construction is ongoing			
Pictures: Downtown park is at substantial completion			



CONSTRUCTION PHASE

Project Name:	Pharr Bridge Office Expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	\$1,316,952	Contract Time (Days)	240
Notice to Proceed	6/3/2019	Contract Time Used:	138.33%

Description:**Status:** Construction is ongoing**Pictures:** Parking lot and retention pond are complete. Building additional and renovations are in progress.

CONSTRUCTION PHASE

Project Name:	16-Inch Waterline on Hi-Line Rd.		
Engineer	Melden and Hunt		
Contractor	Castle Enterprises, LLC.		
Contract Amount to Date	\$292,647.88	Contract Time (Days)	60
Notice to Proceed	7/29/2019	Contract Time Used:	460.00%

Description: Installation of a 16-inch waterline on the north side of Hi-Line Rd. from S. Cage Blvd. to Monarch Business Park Subdivision.

Status: Construction is complete.

Pictures: Waterline installation is about 100 FT from Cage/Hi-Line intersection. Preparations are being made to cross waterline underneath S. Cage Blvd.



CONSTRUCTION PHASE

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	\$23,165,208.00	Contract Time (Days)	550
Notice to Proceed	11/1/2019	Contract Time Used:	32.91%
Description: The project is a fully enclosed olympic natatorium and diving pool with support facilities. Building area is approximatley 70,400 S.F.			
Status: Construction is ongoing.			
Pictures: Aerial view of concrete building pad and and competition pool.			



CONSTRUCTION PHASE

Project Name:	Jones Box Park Phase 2 West Expansion (Project No. 1920-01-528-C003-210)		
Engineer:	R. Guitierrez Engineering Corporation		
Contractor:	Vensor Contractors, LLC		
Contract Amount to Date	\$299,214.24	Contract Time (Days)	170
Notice to Proceed	2/6/2020	Contract Time Used:	49.41%
Description: This project will consist of utility improvements.			
Status: Construction is ongoing.			
Pictures: Developer has installed the correct fire hydrants and will cover up waterline trench.			



CONSTRUCTION PHASE



CONSTRUCTION PHASE

Project Name:	Hike & Bike Phase 2 Utility Relocation (Project No. 1920-61-528-C004-289)		
Engineer:	Javier Hinojosa Engineering		
Contractor:	RDH Site and Concrete, LLC		
Contract Amount to Date	\$332,830.00	Contract Time (Days)	180
Notice to Proceed	3/2/2020	Contract Time Used:	32.78%
Description: This project will consist of utility relocation.			
Status: Construction is on going.			
Pictures: Developer has installed sanitary sewer line underneath N. Linden St.			



CONSTRUCTION PHASE

Project Name:	Single Machine Repaving Year 5 Project (Project		
Engineer:	City of Pharr Engineering Department		
Contractor:	Cutler Repaving Inc.		
Contract Amount to Date	\$4,244,522.93	Contract Time (Days)	180
Notice to Proceed	3/2/2020	Contract Time Used:	32.78%
Description: This project will consist of milling and repaving streets from the northern, central and southern regions of the City of Pharr.			
Status: Construction in ongoing			
Pictures: Developer has completed most streets on list, W. Sam Houston Ave. remains			





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: April 23, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for April 20, 2020 Regular Called Meeting.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 4/23/2020
Final Approval - 5/1/2020

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 20, 2020
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 20, 2020 via videoconference and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez

**BOARD OF COMMISSIONERS PRESENT
VIA VIDEOCONFERENCE:** Comm. Eleazar Guajardo
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldúa, City Engineer
Karla Saavedra, Finance Director
Anali Alanis, ACM/HR Director
Gary Rodriguez, Events Center Director
Marissa Hernandez, Municipal Court Judge
Jose A. Luengo, Police Chief
Melanie Cano, Dev. Services Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Comm. Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

**A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT
MEMBER OF THE GOVERNING BOARD**

Mayor Hernandez called the meeting to order at 4:03 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ed Wylie, Interim City Manager, led in the pledge of allegiance and Comm. Chavez said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR APRIL 2020

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 3.82% year-to-date and a decrease of -3.55% in collected payment compared from last year.

B) SUBMISSION OF TAX COLLECTION REPORT FOR MARCH 2020

Ed Wylie, Interim City Manager, introduced the item and reported the City of Pharr was still on track and doing good.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR APRIL 6, 2020 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE TRAFFIC SIGNAL LOOP DETECTOR REPLACEMENT PROJECT (PROJECT# 1920-40-510-S036-034) (ENGINEERING)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. PIZZA PROPERTIES, INC., D/B/A PETER PIPER PIZZA #63, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES

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FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, PLEASANTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1715 SOUTH CAGE BOULEVARD. CUP#060104

2. UTILITY TRAILER SALES SOUTHEAST TEXAS, INC., REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 4.00-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 125, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 300-400 BLOCK OF EAST ELDORA ROAD. COZ#200212
3. STEVE M. GANO, REPRESENTING OAKCREST MANAGEMENT, INC., REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE SOUTH 388.74' OUT OF LOT 2, STORAGE DEPOT SOUTH PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6109 SOUTH CAGE BOULEVARD. COZ#200213
4. 5M REAL ESTATE, L.L.C., REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.351-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 158, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 300-400 BLOCK OF EAST FERGUSON AVENUE (REAR). COZ#200315
5. LETICIA FLORES REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 2.009-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 292, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5401 SOUTH CAGE BOULEVARD. COZ#200316
6. M&S GROUP, INC., D/B/A WING DADDY'S SAUCE HOUSE, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 4A & 5A, PARADISE COMMERCIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 601 SOUTH JACKSON ROAD. CUP#200318

PLATS:

1. DANNENBAUM ENGINEERING COMPANY, REPRESENTING CHARLES D. MULLER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CENTER ON RIDGE ROAD PHASE II LOT 3 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.65 ACRE TRACT OF LAND OUT OF AND A PORTION OF LOT TWO HUNDRED THREE (203), KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 600 BLOCK OF WEST RIDGE ROAD. SUB#191025

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2. SPOOR ENGINEERING CONSULTANTS, INC., REPRESENTING ARCADIO GUERRA, MEMBER FOR ARGV, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED MASTER PLAN OF VETERANS CENTRE SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 4.07 ACRE TRACT OF LAND OUT OF A 4.80 ACRE TRACT OF LAND OUT OF LOT 97, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1500 BLOCK OF EAST NOLANA LOOP. SUB#200204

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2020-11, O-2020-12, O-2020-13, and O-2020-14 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 110 OF THE PHARR CODE OF ORDINANCES CREATING ARTICLE VIII - RESIDENTIAL COLLECTION STATION, PROVIDING FOR COLLECTION AND DISPOSAL, DEFINING TERMS AND PRESCRIBING RATES. (3RD AND FINAL READING) (PUBLIC WORKS)**

Ed Wylie, Interim City Manager, introduced the item. He stated citizens would be able to dispose of household garbage, brush, and construction debris at the collection station located at Public Works. He further recommended approval.

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2020-15 is filed with the City Clerk's Office.

- B) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CONCERNING AEP DISTRIBUTION COST RECOVER FACTORS (DCRF) APPLICATION TO INCREASE DISTRIBUTION RATES (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item. He stated AEP was doing needed improvements to their system and were increasing the residential rates by approximately \$1.83 to recover some of the cost. He further stated the City of Pharr and

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other cities were opposed to the increase and recommended approval of the resolution to deny the increase of distribution rates.

Comm. Carrillo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2020-20 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE COMMERCIAL VEHICLE STAGING AREA, CSJ: 0921-02-423 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the cost amounts on the agreement were off and TxDOT had already been notified. He stated TxDOT would be making the corrections and the agreement would be placed back on the agenda for consideration. He further recommended the item be tabled.

Comm. Carrillo **moved** to table. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE DOCK EXPANSION PHASE I (DRY UNITS) AT PHARR INTERNATIONAL BRIDGE, CSJ: 0921-02-424 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the cost amounts on the agreement were off and TxDOT had already been notified. He stated TxDOT would be making the corrections and the agreement would be placed back on agenda for consideration. He further recommended the item be tabled.

Comm. Carrillo **moved** to table as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE DOCK EXPANSION PHASE II (COLD UNITS) AT PHARR INTERNATIONAL BRIDGE, CSJ: 0921-02-425 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the cost amounts on the agreement were off and TxDOT had already been notified. He stated

MINUTES: REGULAR CALLED MEETING
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TxDOT would be making the corrections and the agreement would be placed back on agenda for consideration. He further recommended the item be tabled.

Comm. Carrillo **moved** to table. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ORDER CONTINUING THE DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY FOR THE CITY OF PHARR, TEXAS (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He stated the current order would expire on April 21, 2020 and due to the current public health emergency, he recommended to extend it for an additional forty-five (45) days.

Comm. Guajardo **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON SELECTING VARIOUS ENGINEERING FIRMS TO BE PART OF A LIST OF QUALIFIED FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR WATER AND WASTEWATER IMPROVEMENT PROJECTS BASED ON THE STATEMENT OF QUALIFICATIONS (PROJECT NO. 1920-60-583-S014-001) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the current rotation list would expire in May 2020 and recommended approval of the new rotation list for a period of two (2) years.

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON SELECTING VARIOUS ARCHITECTURAL FIRMS TO BE PART OF A LIST OF QUALIFIED FIRMS TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES BASED ON THE STATEMENT OF QUALIFICATIONS (PROJECT NO. 1920-01-528-S015-001) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the current rotation list would expire in May 2020 and recommended approval of the new rotation list for a period of two (2) years.

MINUTES: REGULAR CALLED MEETING
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Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON SELECTING VARIOUS SURVEYING FIRMS TO BE PART OF A LIST OF QUALIFIED FIRMS TO PROVIDE PROFESSIONAL SURVEYING SERVICES BASED ON THE STATEMENT OF QUALIFICATIONS (PROJECT NO. 1920-01-528-S020-001) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the current rotation list would expire in May 2020 and recommended approval of the new rotation list for a period of two (2) years.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, ON SELECTING VARIOUS ENGINEERING FIRMS TO BE PART OF A LIST OF QUALIFIED FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR PROJECTS REQUIRING GENERAL CIVIL ENGINEERING, TRAFFIC ENGINEERING, CONSTRUCTION ENGINEERING INSPECTION, STRUCTURAL ENGINEERING, MEP, AND ELECTRICAL ENGINEERING BASED ON THE STATEMENT OF QUALIFICATIONS (PROJECT NO. 1920-01-528-S013-001) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the current rotation list would expire in May 2020 and recommended approval of the new rotation list for a period of two (2) years.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 8. PURCHASING

A) CONSIDERATION, AND ACTION IF ANY, ON PURCHASE OF MOBILE DATA TERMINAL (MDT) FOR THE PHARR POLICE DEPARTMENT FROM TURN KEY MOBILE USING TEXAS DIR CONTRACT # DIR-TSO-4025 (PROJECT# 1920-01-512-P020-001) (POLICE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was to replace mobile data terminals of forty (40) existing police units and the cost would be approximately \$230,000. He stated this was a budgeted item and recommended approval.

MINUTES: REGULAR CALLED MEETING
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Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AWARDING CONTRACT FOR THE PHARR PORT OF ENTRY NORTHBOUND LANES EXPANSION AND 2ND BSIF EXIT (CSJ# 0921-02-385 & 0921-02-383) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated three (3) bids were received for the project. He recommended awarding contract to the lowest bidder, Jimenez Engineering Solutions d/b/a International Consulting Engineers for \$7,946,724.38.

Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

B) DISCUSSION AND ACTION, IF ANY, ON RENEWAL PROPOSAL FROM XOANA FOR ROAD SIGNS IN REYNOSA (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was a renewal in the amount of \$2,750 per month for 3 years and recommended approval.

Comm. Carrillo **moved** to approve as recommended. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RATIFY THE EXTENSION OF THE SUPPLY CONTRACT WITH BORDER PACIFIC RAILROAD COMPANY FOR THE PURCHASE & DELIVERY OF STONE AGGREGATE (PROJECT #1819-40-510-SP002-073) (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He stated this was the second extension the stone aggregate contract and recommended approval for an additional year.

Comm. Carrillo **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION

MINUTES: REGULAR CALLED MEETING
APRIL 20, 2020

**TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING
AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW**

None

ITEM 11. RECONVENE

None

ITEM 12. ADJOURNMENT

At this time, Mayor Hernandez spoke about the coronavirus pandemic. He reported the number of cases in the county and stated the Rio Grande Valley had a good capacity at hospitals on hospital beds and available ventilators. He stated Texas Governor, Greg Abbott, would be reopening the economy and businesses would need to follow CDC guidelines. He further stated the City of Pharr would open the economy in a smart and responsible manner, but this required the assistance from everyone to comply with the set guidelines.

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:19 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 20th DAY OF APRIL 2020 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK
APPROVED: May 4, 2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: April 23, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Civic Center and the Pharr Development and Research Center as polling locations for the upcoming Primary Runoff Election on July 14, 2020.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: The County Elections Department is requesting the use of city facilities as Early Voting and Election Day polling locations for the 2020 Primary Runoff Election. Early Voting starts on Monday, July 6, 2020 and ends on Friday, July 10, 2020. Election Day is Tuesday, July 14, 2020.

Due to COVID-19, the 2020 Primary Runoff dates have been rescheduled to July. They were originally scheduled for May.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Sergio Alanis
Adolfo Garcia
City Management Office

Created/Initiated - 4/23/2020
Approved - 4/23/2020
Approved - 4/23/2020
Final Approval - 5/1/2020



Via facsimile

ELECTIONS DEPARTMENT
County of Hidalgo



2020 Elections
Early Voting & Election Day Request(s)

April 22, 2020

To: Hilda Pedraza, City of Pharr

We are requesting the use of your facility(s) as an **Early Voting and Election Day** polling location(s) for the 2020 Primary Runoff. The dates and times are stated below. A schedule for the 2020 November General Election will be submitted at a later date.

July 14, 2020 Primary Runoff Election
Early Voting Dates and Times:

<u>Day:</u>	<u>Date:</u>	<u>Hours:</u>
Monday/ lunes	July 6, 2020	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	July 7, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	July 8, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	July 9, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	July 10, 2020	7: 00 A.M.- 7:00 P.M.

Election Day

Tuesday/ martes	July 14, 2020	7: 00 A.M.- 7:00 P.M.
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Please complete the separate request form and fax, (956) 393-2039, or email your response to the email located below as soon as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,

Cindy Lopez

Elections Specialist

(956)318-2570 ext. 5729

Email: cindy.lopez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections #hidalgocountyvotes

2020 Election(s)
Early Voting & Election Day
Polling Location(s) Request for:

Facility requested: **Jose Pepe Salinas Center- 1011 W. Kelly Ave. Pharr, TX.**

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Designated Voting Area: _____

Location Contact Info #1: _____

Location Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

_____ Polling place is compliant with the Americans with Disabilities Act. (Accessible for persons with disabilities.)

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

Facility requested: **Development & Research Center- 850 W. Dicker Rd. Pharr, TX.**

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Designated Voting Area: _____

Location Contact Info #1: _____

Location Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

_____ Polling place is compliant with the Americans with Disabilities Act. (Accessible for persons with disabilities)

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ) to develop the Pharr Comprehensive Pedestrian Safety and Wellness Plan (CSJ #0921-02-389)

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr was awarded \$134,000 under the Hidalgo County Metropolitan Planning Organization's (HCMPO) Fiscal Year 2017-2018 Transportation Alternative Program (TAP). The awarded funds are for creating a plan that includes recommendations for improvement projects, education, enforcement, and encouragement programs to increase pedestrian safety and wellness in the City of Pharr.

The first step toward completing the plan is to request for qualifications.

Financial Consideration: The federal amount is \$134,000 and the local match is \$120,000. Total estimated project cost is \$254,000.

No financial considerations at this time to request for qualifications.

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for Request for Qualifications (RFQ) for the Pharr Comprehensive Pedestrian Safety & Wellness Plan.

Alternatives: None.

ROUTING:

Maria Rangel

Created/Initiated - 4/30/2020

Omar Anzaldua
Ignacio Amezcua
Karla Moya
Patricia Rigney
City Management Office

Approved - 4/30/2020
Approved - 4/30/2020
Approved - 5/1/2020
Approved - 5/1/2020
Final Approval - 5/1/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: April 23, 2020

MEETING DATE: May 4, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for sidewalk improvements on East Helmer Street and South Cage Boulevard.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Staff is requesting authorization to solicit sealed bids for sidewalk improvements on E. Helmer St. and S. Cage Blvd.

Financial Consideration: Estimated construction cost is \$138,650. The amount available to the City of Pharr under the Enhanced Mobility of Seniors and People with Disabilities (Section 5310) is \$138,650. The City of Pharr will provide an in-kind match in the form of staff time used for preliminary engineering & design and construction management in the amount of \$34,663.

Staff Recommendation: Staff recommends approval to advertise.

Alternatives:

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 4/23/2020
Approved - 4/27/2020
Approved - 4/27/2020
Approved - 5/1/2020
New -



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

 Proposed sidewalks, ramps, and landings (ADA compliant)

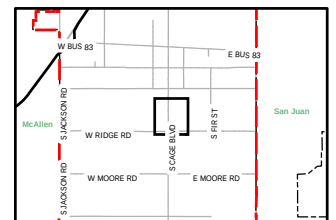
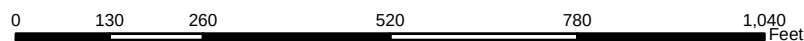
 Pharr Parcels

 Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 12/22/2016

Scale: 1 inch = 267 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: April 29, 2020

MEETING DATE: May 4, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for the Pharr Pedestrian Connections sidewalk project.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Staff is requesting authorization to solicit sealed bids for the Pharr Pedestrian Connections sidewalk improvements on S. Jackson Rd., S. Cage Blvd., and S. Veterans Blvd..

Financial Consideration: Estimated construction cost is \$636,955. Design was performed in-house. Federal Share of cost is \$509,564, and Local Match is \$127,391.

Staff Recommendation: Staff recommends approval to advertise.

Alternatives: NA

ROUTING:

Maria Rangel
Omar Anzaldua
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 4/29/2020
Approved - 4/30/2020
Approved - 4/30/2020
Approved - 5/1/2020
Final Approval - 5/1/2020



Location Map

Pharr Pedestrian Connections 2017



LEGEND

- Proposed 5' Sidewalks
- Existing Sidewalk
- Senior Living Community
- Points of Interest

Imagery ©2017 Google, Map data ©2017 Google 1000 ft



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Administration

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Proposals (RFP) for the Leasing of Restaurant Services located at City Hall 1st Floor. (Project #1920-01-510-S036-001)

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason: N/A

Issue: Leasing of Restaurant Services located at City Hall 1st Floor.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Veronica Gutierrez

Created/Initiated - 4/30/2020

Ignacio Amezcua

Approved - 4/30/2020

Karla Moya

Approved - 5/1/2020

Patricia Rigney

Approved - 5/1/2020

Anali Alanis

Approved - 5/1/2020

City Management Office

New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing the City Manager to advertise to Competitive Sealed Proposals (CSP) for the construction of the City Hall 1st Floor Renovation Project. (Project No. 1920-40-510-C008-755)

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Renovations of the City Hall 1st Floor Project.

Financial Consideration: Estimated Construction Cost \$2.1M

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 4/30/2020

Omar Anzaldua

Approved - 4/30/2020

Ignacio Amezcua

Approved - 5/1/2020

Patricia Rigney

Approved - 5/1/2020

Karla Moya

Approved - 5/1/2020

City Management Office

Final Approval - 5/1/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 4/30/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.1.

DATE SUBMITTED: April 28, 2020

MEETING DATE: May 4, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting final plat approval of the proposed Roxanne Rivas Subdivision. The property is legally described as being a 0.35 acre tract of land out of a 3.00 acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1600 Block of West Anaya Road. **SUB#190514**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting final plat approval of the proposed Roxanne Rivas Subdivision. **SUB#190514**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Roxanne Rivas Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Roxanne Rivas Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/28/2020
Approved - 4/28/2020
Approved - 4/29/2020
Approved - 4/30/2020
Final Approval - 5/1/2020



MEMORANDUM

DATE: MONDAY, MAY 04, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: ROXANNE RIVAS SUBDIVISION FILE NO. SUB#190514

GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting final plat approval of the proposed Roxanne Rivas Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.35 acre tract of land out of a 3.00 acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1600 Block of West Anaya Road.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Agricultural Open Space District (A-O) to the north, east, south and west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential lot.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Roxanne Rivas Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

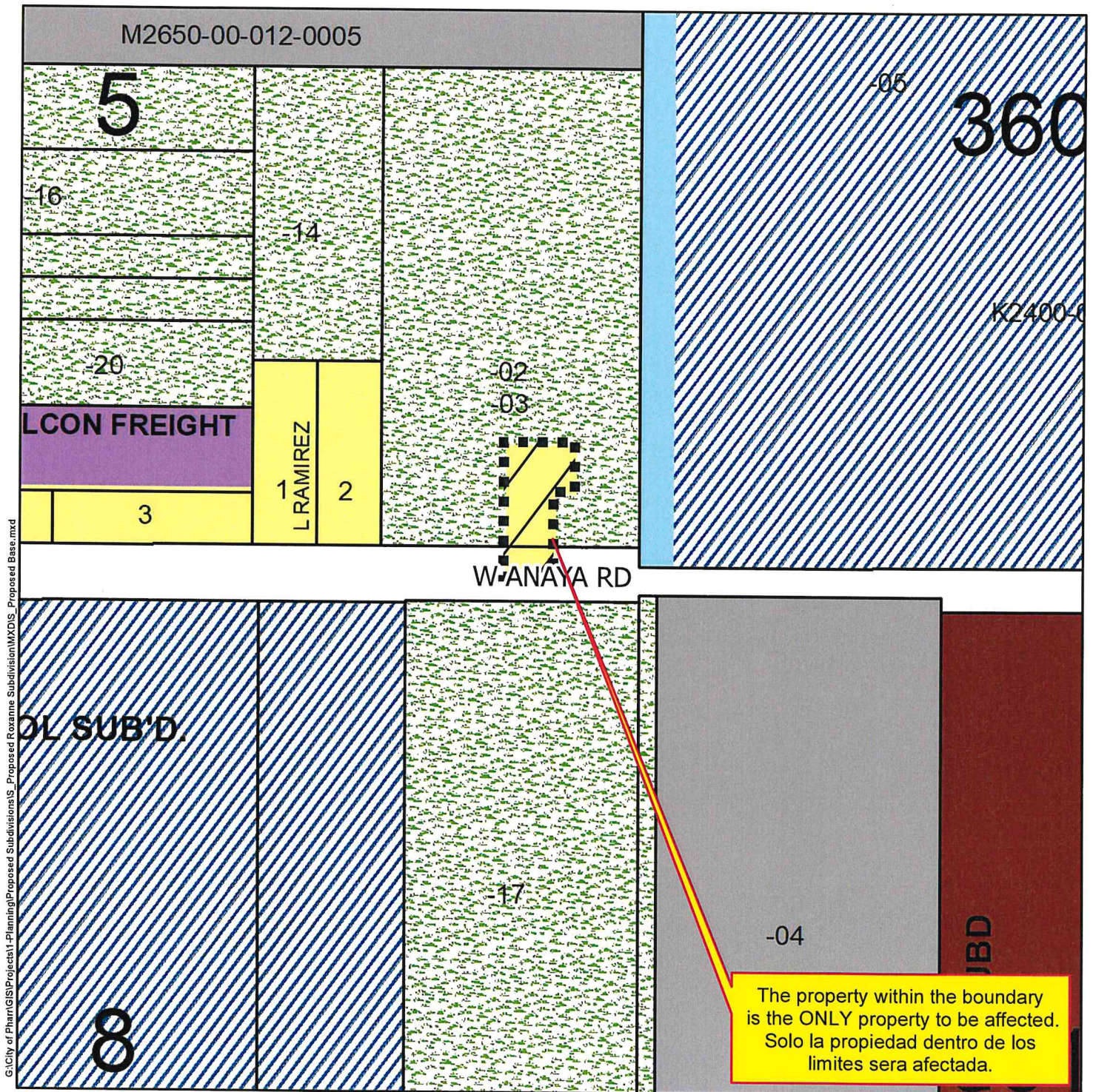
WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

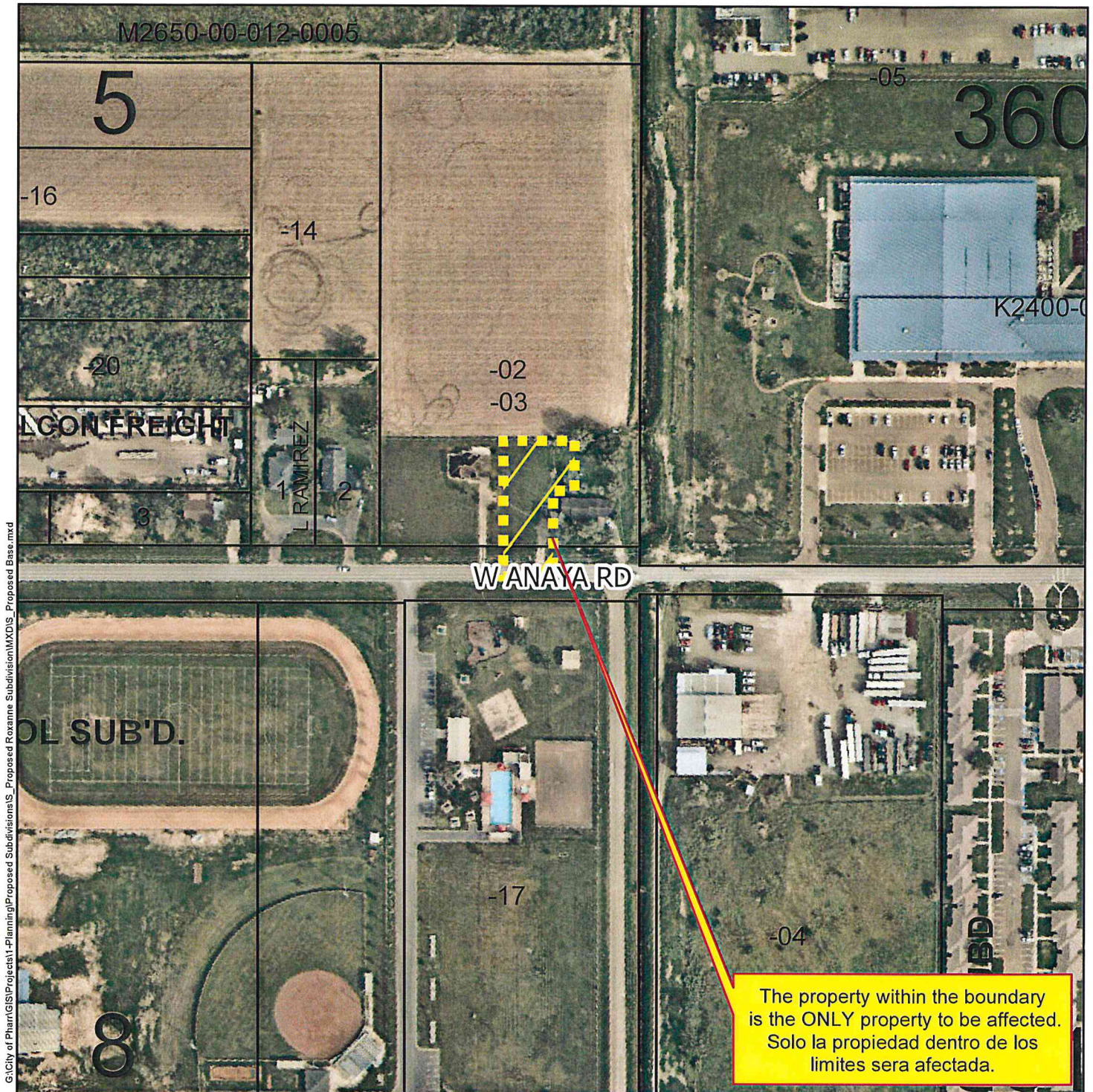
**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Roxanne Rivas Subdivision.



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\Proposed Roxanne Subdivision\MXD\Proposed Base.mxd

- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business | Limited Industrial | Valley View ISD |
| Single Family Small Lot | Townhouse | Business District | Neighborhood Commercial | Planned Unit Development |
| Two Family | HUD Code | Drainage Easement | Office Professional | |
| Medium Density Multi-Family | Rail Road R.O.W. | Heavy Commercial | PSJA ISD | |





G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Roxanne Subdivision\MXDS - Proposed Base.mxd





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.2.

DATE SUBMITTED: April 28, 2020

MEETING DATE: May 4, 2020

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt, Inc., representing Abel Hernandez-Longoria Jr., Manager for Hawthorne Brooks, L.L.C., is requesting final plat approval of the proposed Minnesota Hills Subdivision. The property is legally described as being a re-subdivision of 10.00 acres out of Lot 82, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of East Minnesota Road. **SUB#180716**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Melden & Hunt, Inc., representing Abel Hernandez-Longoria Jr., Manager for Hawthorne Brooks, L.L.C., is requesting final plat approval of the proposed Minnesota Hills Subdivision. **SUB#180716**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed Minnesota Hills Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Minnesota Hills Subdivision.

Alternatives:

ROUTING:

Iris Mata
Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 4/28/2020
Approved - 4/28/2020
Approved - 4/29/2020
Approved - 4/30/2020
Final Approval - 5/1/2020



MEMORANDUM

DATE: MONDAY, MAY 04, 2020

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: MINNESOTA HILLS SUBDIVISION FILE NO. SUB#180716

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Abel Hernandez-Longoria Jr., Manager for Hawthorne Brooks, L.L.C., is requesting final plat approval of the proposed Minnesota Hills Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a re-subdivision of 10.00 acres out of Lot 82, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1000 Block of East Minnesota Road.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Heavy Commercial District (H-C) to the north, Agricultural and/or Open Space District (A-O) to the east and south and Single Family Residential District (R-1) to the west. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Minnesota Hills Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

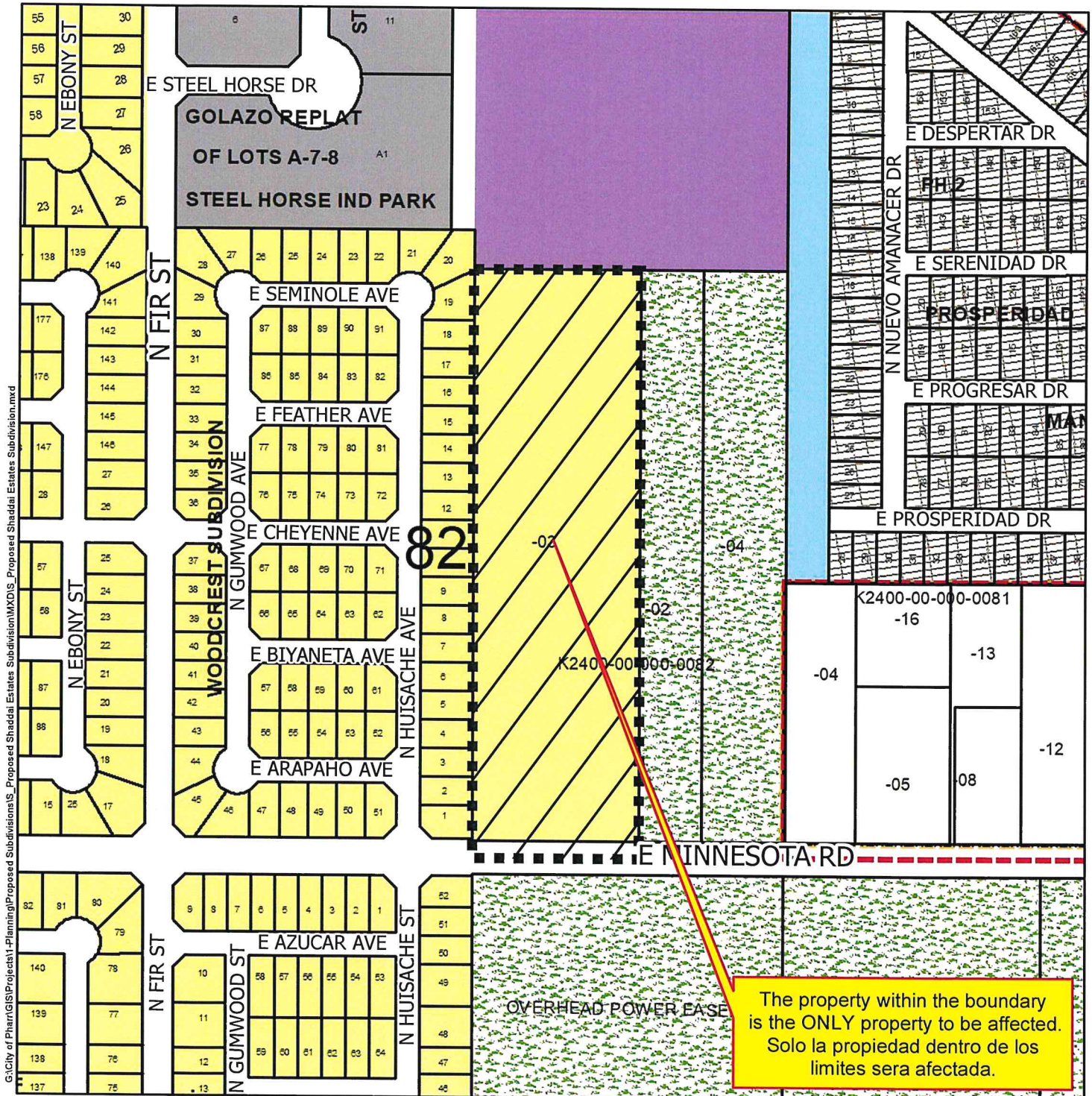
WATER: 1. N.A.W.S.C.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Minnesota Hills Subdivision.



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W. | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |





Pharr
Engineering



- | | | | | | | | |
|---|---------------------------------------|---|-------------------|---|-------------------------|---|--------------------------|
|  | Agricultural Open Space |  | Townhouse |  | Drainage Easement |  | PSJA ISD |
|  | Single Family |  | HUD Code |  | Heavy Commercial |  | Hidalgo ISD |
|  | Single Family Small Lot |  | Rail Road R.O.W |  | Heavy Industrial |  | Valley View ISD |
|  | Residential Multi-Family |  | Government Owned |  | Limited Industrial |  | Planned Unit Development |
|  | Residential Multi-Family High Density |  | General Business |  | Neighborhood Commercial | | |
|  | Mobile Home |  | Business District |  | Office Professional | | |

A horizontal scale bar with markings at 0, 150, 300, 600, 900, and 1,200 feet.



Date: 4/23/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: April 29, 2020

MEETING DATE: May 4, 2020

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance waiving penalties and interest on late hotel occupancy tax payments. *(Adoption on 1st Reading)*

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: In this time of crisis the City of Pharr is will to support our hotel and motel partners. We are requesting to waive penalties and interest for delinquent hotel tax payments from March thru September 2020.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 4/29/2020
Approved - 4/29/2020
Approved - 5/1/2020
New -

ORDINANCE NO. O-2020-_____

**AN ORDINANCE TEMPORARILY AMENDING ORDINANCE NO. O-2008-26
SECTION 7. PENALTIES; SUSPENSION OF APPLICABLE PENALTIES FOR A
PERIOD OF TWO QUARTERS; MARCH 2020 – AUGUST 2020**

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in 184 countries, including the United States, and

WHEREAS, COVID-19 has been confirmed in 207 counties in Texas, including Hidalgo County; and

WHEREAS, to slow the spread of COVID-19 the White House issued guidance and orders affecting many of our local businesses; and

WHEREAS, the economy of the City of Pharr has been directly affected in response to the mitigation efforts to slow and stop the spread of COVID-19.

***NOW, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PHARR, TEXAS, THAT:***

SECTION 1. IMPLEMENTATION OF A TEMPORARILY WAIVER OF PENALTIES

The Board of Commissioners hereby acts to alleviate and lessen the effects of COVID-19 that have been detrimental to the local economy by directing all City of Pharr personnel and representatives to waive any penalties that may have been incurred during the months of March 2020 through August 2020.

The provision contained herein are not intended for waiver of outstanding penalties that may have been incurred before the period aforementioned.

SECTION 2. SAVINGS CLAUSE:

Except as hereby amended, any other sections of Ordinance O-2008-26 of the City of Pharr, Texas, not in conflict with this ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 3. EMERGENCY CLAUSE:

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring suspension of the rule that ordinances be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

SECTION 4. SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect, and to that extent this ordinance is considered severable.

SECTION 5. EFFECTIVE DATE; PUBLICATION

This ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk. This ordinance shall remain in effect for a period of two quarters, March 2020 through August 2020, at which time it shall be automatically repealed unless specifically readopted for an additional period of time by the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2014-21 to allow temporary signs for commercial establishments. (***Adoption on 1st Reading***)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: The economy of the City of Pharr has been directly affected in response to mitigation efforts to slow and stop the spread of COVID-19.

Temporary signs will be exempt from obtaining necessary permits for a period of 120 days.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan
Melanie Cano
City Management Office

Created/Initiated - 4/30/2020
Approved - 4/30/2020
Final Approval - 5/1/2020

ORDINANCE NO. O-2020-_____

**AN ORDINANCE TEMPORARILY AMENDING ORDINANCE NO. O-2014-21;
SECTION 106-62 SIGN CLASSIFICATIONS, D. TEMPORARY SIGNS 4)
TEMPORARY PORTABLE AND TRAILER SIGNS 5) TEMPORARY BANNER SIGNS
FOR THE DURATION OF 120 DAYS**

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in 184 countries, including the United States, and

WHEREAS, COVID-19 has been confirmed in 207 counties in Texas, including Hidalgo County; and

WHEREAS, to slow the spread of COVID-19 the White House issued guidance and orders affecting many of our local businesses; and

WHEREAS, the economy of the City of Pharr has been directly affected in response to the mitigation efforts to slow and stop the spread of COVID-19.

***NOW, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PHARR, TEXAS, THAT:***

SECTION 1. SUSPENSION AND MODIFICATION

- a) Ordinance O-2014-21, Section 106-62, Sign Classifications, D. Temporary Signs 4) Temporary portable and trailer signs and 5) Temporary banner signs is hereby suspended or modified as follows:

Commercial establishments, to include but not limited to restaurants and retail establishments, shall be allowed one (1) temporary portable sign or one (1) banner sign per business in the (N-C) neighborhood commercial, (C) general business, (H-C) heavy commercial, (L-I) Limited Industrial, and (H-I) Heavy Industrial districts.

Temporary portable signs, whether illuminated or not, and temporary banner signs shall be exempt from obtaining necessary permits.

- b) The suspension of required permit listed in Ordinance No. O-2014-21 and specified in subsection (a) shall remain in effect 120 days after approval of the ordinance.

SECTION 2. SAVINGS CLAUSE:

Except as hereby amended, any other sections of Ordinance O-2014-21 of the City of Pharr, Texas, not in conflict with this ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 3. EMERGENCY CLAUSE:

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring suspension of the rule that ordinances be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

SECTION 4. SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect, and to that extent this ordinance is considered severable.

SECTION 5. EFFECTIVE DATE; PUBLICATION

This ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk. This ordinance shall remain in effect for a period of two quarters, March 2020 through August 2020, at which time it shall be automatically repealed unless specifically readopted for an additional period of time by the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2020.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: April 21, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area, CSJ: 0921-02-423. **(TABLED)**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$271,500 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$54,000

Construction Direct State Costs: \$217,500

Total: \$271,500

Financial Consideration: Estimated Advance Funding Agreement is \$271,500.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Commercial Vehicle Staging Area at Pharr International Bridge, CSJ: 0921-02-423.

Alternatives: NA

ROUTING:

Hilda Pedraza
Omar Anzaldua
Patricia Rigney

Created/Initiated - 4/21/2020
Approved - 4/28/2020
Approved - 4/28/2020

Karla Moya
City Management Office

New - 4/15/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
COMMERCIAL VEHICLE STAGING AREA AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-423**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Commercial Vehicle Staging Area at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Commercial Vehicle Staging Area at Pharr International Bridge CSJ: 0921-02-423; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$271,500** and authorizes initial payment in the amount of **\$54,000** to the Texas Department of Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$54,000** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Commercial Vehicle Staging Area at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of a 20 acre Commercial Vehicle Staging Area that will add approximately 275 to 300 truck parking spaces at Pharr International Bridge.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-423	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Commercial Vehicle Staging Area	AFA Not Used For Research & Development	

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

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change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of

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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

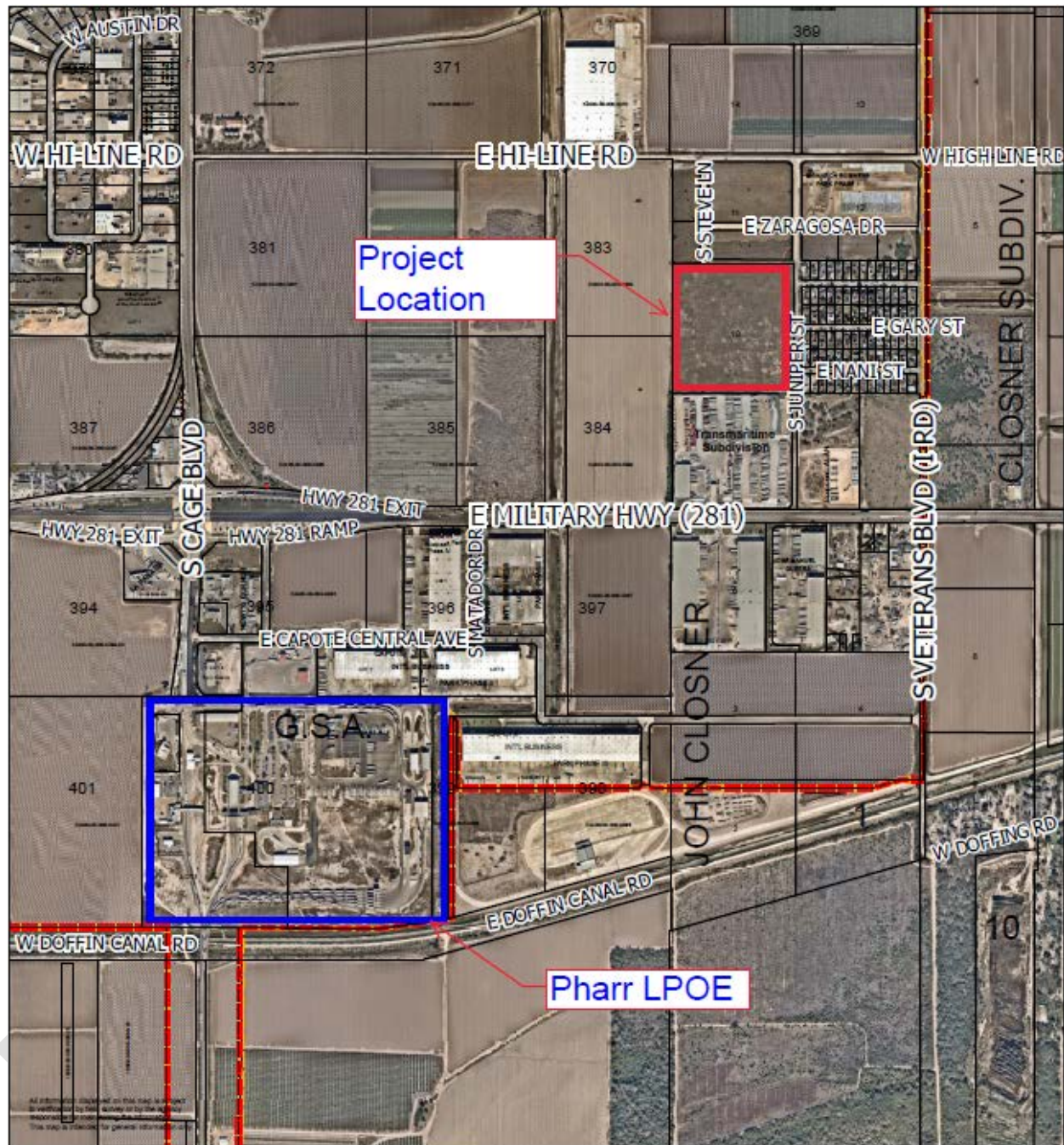
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$3,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, Construction Engineering and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$450,000	0%	\$0	0%	\$0	100%	\$450,000
Environmental (by LG)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Construction (by LG) Cat. 11B	\$4,000,000	80%	\$3,200,000	0%	\$0	20%	\$800,000
Construction (by LG)	\$3,500,000	0%	\$0	0%	\$0	100%	\$3,500,000
Construction Engineering (by LG)	\$375,000	0%	\$0	0%	\$0	100%	\$375,000
Subtotal	\$8,345,000		\$3,200,000		\$0		\$5,145,000
Environmental Direct State Costs	\$8,100	0%	\$0	0%	\$0	100%	\$8,100
Right of Way Direct State Costs	\$2,700	0%	\$0	0%	\$0	100%	\$2,700
Engineering Direct State Costs	\$40,500	0%	\$0	0%	\$0	100%	\$40,500
Utility Direct State Costs	\$2,700	0%	\$0	0%	\$0	100%	\$2,700
Construction Direct State Costs	\$217,500	0%	\$0	0%	\$0	100%	\$217,500
Indirect State Costs	\$444,789	0%	\$0	100%	\$444,789	0%	\$0
TOTAL	\$9,061,289		\$3,200,000		\$444,789		\$5,416,500

Initial payment by the Local Government to the State: \$54,000.00

Payment by the Local Government to the State before construction: \$217,500.00

Estimated total payment by the Local Government to the State \$271,500.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: April 21, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units) at Pharr International Bridge, CSJ: 0921-02-424. **(TABLED)**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$212,000 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$52,500

Construction Direct State Costs: \$159,500

Total: \$212,000

Financial Consideration: Estimated Advance Funding Agreement is \$212,000.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I at Pharr International Bridge, CSJ: 0921-02-424.

Alternatives: NA

ROUTING:

Hilda Pedraza
Omar Anzaldua

Created/Initiated - 4/21/2020
Approved - 4/28/2020

Patricia Rigney
Karla Moya
City Management Office

Approved - 4/28/2020
New - 4/17/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE I AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-424**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase I at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Dock Expansion Phase I at Pharr International Bridge CSJ: 0921-02-424; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$212,000** and authorizes initial payment in the amount of **\$52,500** to the Texas Department of Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$52,500** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-424	CFDA No.	20.205
District #	21-Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600		
Project Name	Dock Expansion Phase I	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase I at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of The Dock Expansion Phase I includes inspection facilities for inbound agriculture and non-agriculture commercial vehicles entering the Land Port Of Entry of Pharr, Texas, from Mexico at Pharr International Bridge in Hidalgo County. The improvements include the expansion of dock facilities and amenities for inspection of import goods and training. (11 Dry Docks)

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the

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- Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of

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preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance

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of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of

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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

Date

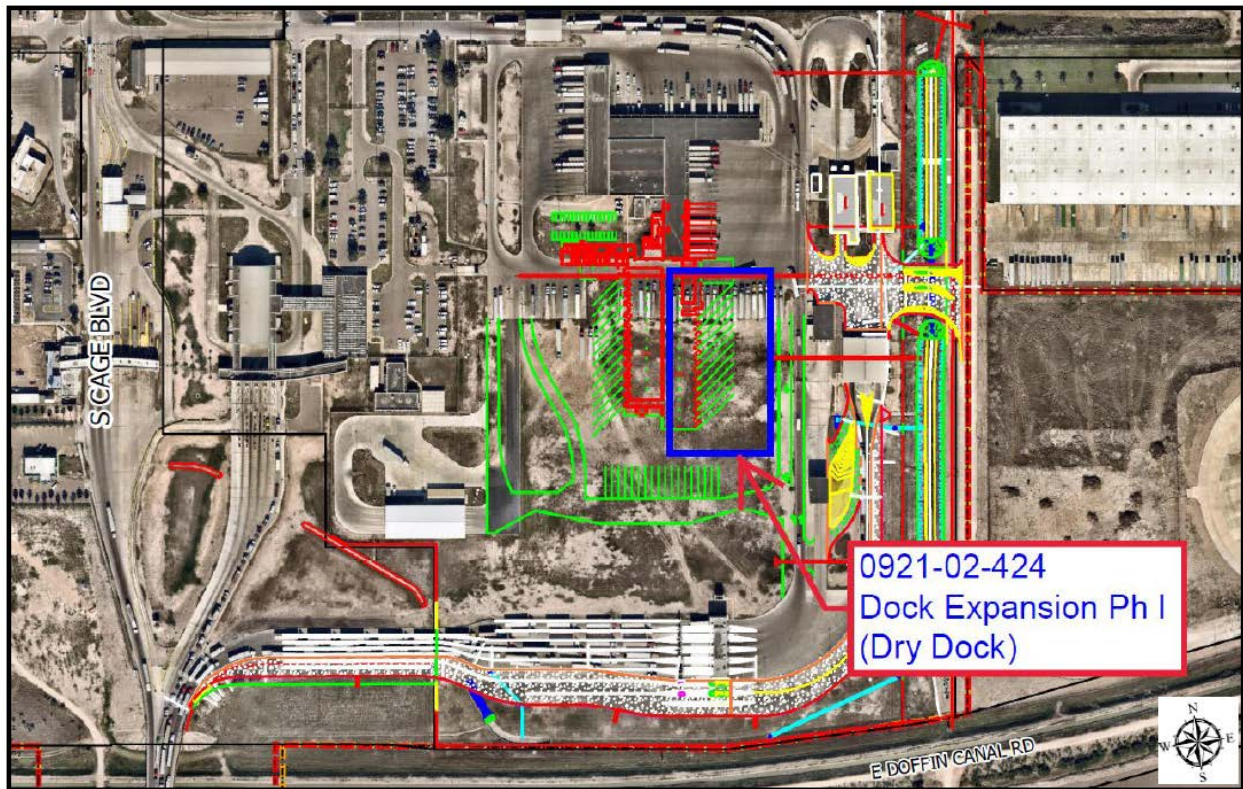
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
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ATTACHMENT B **LOCATION MAP SHOWING PROJECT**



FOR REVIEW

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ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$2,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of preliminary engineering (PE), Environmental documents, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$330,000	0%	\$0	0%	\$0	100%	\$330,000
Environmental (by LG)	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction (by LG) Cat. 11B	\$3,000,000	80%	\$2,400,000	0%	\$0	20%	\$600,000
Construction (by LG)	\$2,500,000	0%	\$0	0%	\$0	100%	\$2,500,000
Subtotal	\$5,840,000		\$2,400,000		\$0		\$3,440,000
Environmental Direct State Costs	\$5,250	0%	\$0	0%	\$0	100%	\$5,250
Right of Way Direct State Costs	\$2,625	0%	\$0	0%	\$0	100%	\$2,625
Engineering Direct State Costs	\$42,000	0%	\$0	0%	\$0	100%	\$42,000
Utility Direct State Costs	\$2,625	0%	\$0	0%	\$0	100%	\$2,625
Construction Direct State Costs	\$159,500	0%	\$0	0%	\$0	100%	\$159,500
Indirect State Costs	\$311,272	0%	\$0	100%	\$311,272	0%	\$0
TOTAL	\$6,363,272		\$2,400,000		\$311,272		\$3,652,000

Initial payment by the Local Government to the State: \$52,500.00

Payment by the Local Government to the State before construction: \$159,500.00

Estimated total payment by the Local Government to the State \$212,000.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: April 21, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425. **(TABLED)**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$368,000 is to cover the State's direct cost for the Preliminary Engineering and Construction review and oversight, as shown below:

Preliminary Engineering Direct State Costs (Initial Payment): \$138,000

Construction Direct State Costs: \$230,000

Total: \$368,000

Financial Consideration: Estimated Advance Funding Agreement is \$368,000.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase II (Cold Units) at Pharr International Bridge, CSJ: 0921-02-425.

Alternatives: NA

ROUTING:

Hilda Pedraza
Omar Anzaldua

Created/Initiated - 4/21/2020
Approved - 4/28/2020

Patricia Rigney
Karla Moya
City Management Office

Approved - 4/28/2020
New - 4/15/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
BORDER STATE INFRASTRUCTURE (RIDER 11B) PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE II (COLD UNITS) AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-425**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase II (Cold Units) at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Border State Infrastructure (Rider 11B) Project Off-System – Dock Expansion Phase II (Cold Units) at Pharr International Bridge CSJ: 0921-02-425; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$368,000** and authorizes initial payment in the amount of **\$138,000** to the Texas Department of Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$138,000** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

TxDOT:		Federal Highway Administration:	
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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Border State Infrastructure (Rider 11B) Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Dock Expansion Phase II (Cold Units) at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of The Dock Expansion Phase II (Cold Units) adds inspection facilities for inbound agriculture and non-agriculture commercial vehicles entering the Land Port Of Entry of Pharr, Texas, from Mexico at Pharr International Bridge in Hidalgo County. The improvements include the expansion of dock facilities and amenities for inspection of import goods and training. (13 Cold Units)

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform

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- oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the

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State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services

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contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

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If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be

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transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA),

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as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following

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award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

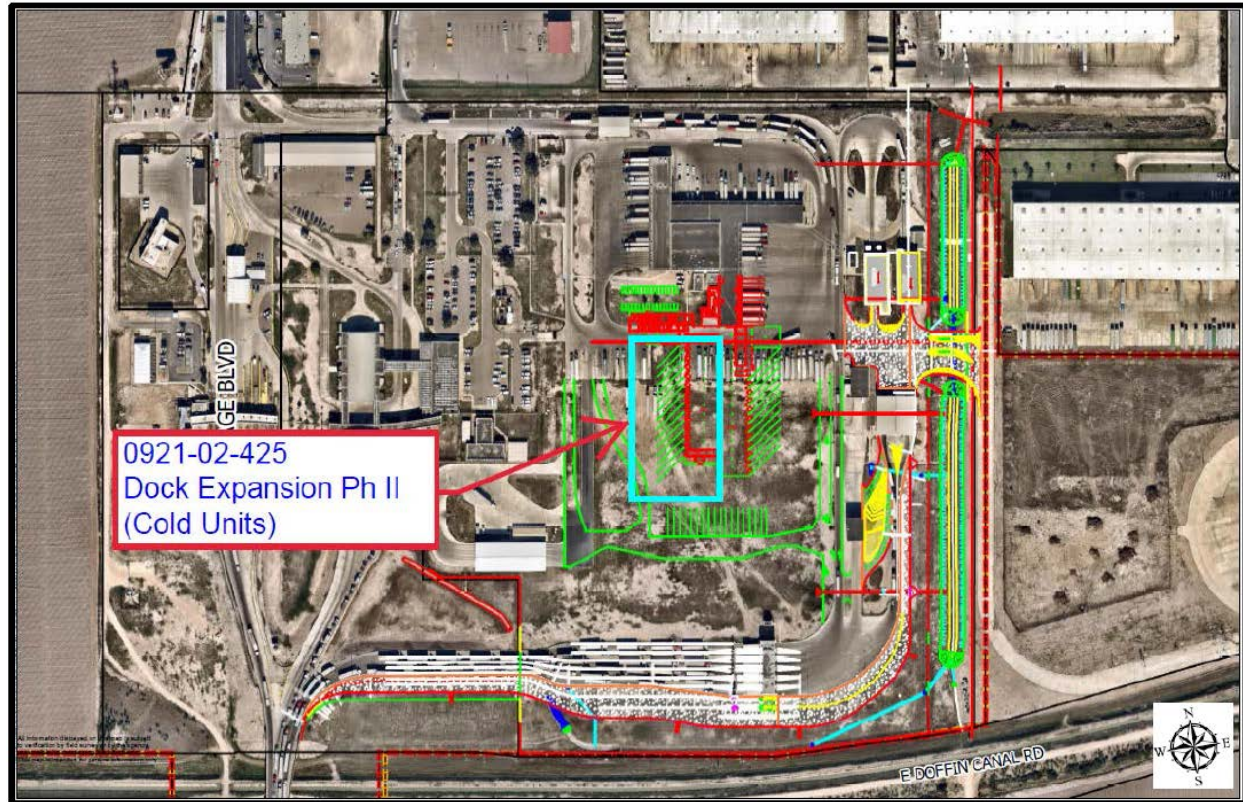
TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

FOR REVIEW ONLY

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-425	CFDA No.	20.205
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



FOR REF

TxDOT:		Federal Highway Administration:	
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ATTACHMENT C PROJECT BUDGET

Construction Costs are allocated based on 80% Federal funding and 20% Local funding, with additional participation by the Local Government in the amount of \$6,500,000. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of preliminary engineering (PE), Environmental documents, and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by LG)	\$690,000	0%	\$0	0%	\$0	100%	\$690,000
Environmental (by LG)	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction (by LG) Cat. 11B	\$5,000,000	80%	\$4,000,000	0%	\$0	20%	\$1,000,000
Construction (by LG)	\$6,500,000	0%	\$0	0%	\$0	100%	\$6,500,000
Subtotal	\$12,200,000		\$4,000,000		\$0		\$8,200,000
Environmental Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Right of Way Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Engineering Direct State Costs	\$117,300	0%	\$0	0%	\$0	100%	\$117,300
Utility Direct State Costs	\$6,900	0%	\$0	0%	\$0	100%	\$6,900
Construction Direct State Costs	\$230,000	0%	\$0	0%	\$0	100%	\$230,000
Indirect State Costs	\$650,260	100%	\$650,260	0%	\$0	0%	\$0
TOTAL	\$13,218,260		\$4,650,260		\$0		\$8,568,000

Initial payment by the Local Government to the State: \$138,000.00
Payment by the Local Government to the State before construction: \$230,000.00
Estimated total payment by the Local Government to the State \$368,000.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: April 21, 2020

MEETING DATE: May 4, 2020

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing City Clerk and Assistant City Clerk.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: As per City Charter Article III Sec. 3, the Pharr Board of Commissioners shall appoint/re-appoint a City Clerk and Assistant City Clerk every two (2) years.

On May 7, 2018, Hilda Pedraza was re-appointed City Clerk and Imelda Barrera Assistant City Clerk.

Financial Consideration:

Staff Recommendation: Staff recommends re-appointments.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 4/21/2020
Approved - 4/22/2020
Final Approval - 5/1/2020

STATE OF TEXAS 0

COUNTY OF HIDALGO 0

CITY OF PHARR 0

**RESOLUTION
NO: R-2020-_____**

WHEREAS, the City Clerk is the chief clerical officer of the City of Pharr, Texas, and performs such duties as may be assigned by 1) the City Manager of the City of Pharr, Texas, 2) as required by the Charter of the City of Pharr, Texas, 3) as stated in Vernon's Annotated Civil Statutes, and 4) as generally delegated to City Clerk in Home Rule Municipalities (but nevertheless in accordance with the Charter and Ordinances of the City of Pharr, Texas); and

WHEREAS, Article III, Section 3 of the City Charter requires that the Board of Commissioners appoint a City Clerk and Assistant City Clerk who shall hold office for a term of two (2) years; and

WHEREAS, the City Clerk and Assistant City Clerk for the City of Pharr, Texas, shall receive a salary for their services as may be from time to time set forth in the Budget of the City of Pharr, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

_____ shall be and is hereby appointed as City Clerk for the City of Pharr, Texas, and that _____ shall be and is hereby appointed Assistant City Clerk for the City of Pharr, Texas, for the term of two (2) years or until their successors are appointed and qualified, unless terminated sooner in accordance with the law.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 4th day of May, 2020.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: April 27, 2020

MEETING DATE: May 4, 2020

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the PSJA Tri-City Pedestrian Safety Improvements Phase II, CSJ: 0921-02-432.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: This Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in the estimated amount of \$141,632 is to cover the State's direct cost for review and oversight, as shown below:

Preliminary Engineering: \$74,147

Environmental: \$12,366

Right of Way: \$99

Utilities: \$99

Construction: \$54,921

DIRECT STATE COSTS TOTAL: \$141,632

Financial Consideration: Estimated Advance Funding Agreement is \$141,632. First payment is for \$86,711, and second payment is for \$54,921.

Staff Recommendation: Staff recommends approval of the Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the PSJA Tri-City Pedestrian Safety Improvements Phase II, CSJ: 0921-02-432.

Alternatives: NA

ROUTING:

Maria Rangel

Created/Initiated - 4/27/2020

Omar Anzaldua

Approved - 4/27/2020

Patricia Rigney

Approved - 4/27/2020

Karla Moya

Approved - 5/1/2020

City Management Office

New - 4/16/2020

RESOLUTION NO. R-2020-__

**ADVANCE FUNDING AGREEMENT
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT
PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PHASE II
CSJ: 0921-02-432**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the City of Pharr prepared and submitted to the Hidalgo County Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as the **PSJA Tri-City Pedestrian Safety Improvements Phase II** (Project), and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** (MO) dated August 30, 2018 awarding funding for TASA projects in the TASA Program Call of the Hidalgo County MPO, including the Project; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) Program Project – PSJA Tri-City Pedestrian Safety Improvements CSJ: 0921-02-432; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$141,632** and authorizes initial payment in the amount of **\$86,711** to the Texas Department of Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$86,711** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of May 2020, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

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District #	21-Pharr	CFDA Title	Highway Planning and Construction
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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the **City of Pharr** (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as **PSJA Tri-City Pedestrian Safety Improvements (Phase II)** (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 115291 (MO) dated August 30, 2018 awarding funding for TASA projects in the TASA Program Call of the Hidalgo County MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 6
2.	N/A	Environmental Assessment and Mitigation	Article 7
3.	N/A	Architectural and Engineering Services	Article 10
4.	Local Government	Construction Responsibilities	Article 11
5.	N/A	Right of Way and Real Property	Article 5

2. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

- The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
- The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

3. Scope of Work and Use of Project

A. The scope of work for Project consists of **construction of concrete sidewalks within the cities of Pharr, San Juan, and Alamo. The project includes sidewalks, curb ramps, signage, crosswalk, pavement markings, and installation of pedestrian beacons.**

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the

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approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

4. **Project Sources and Uses of Funds**

The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The total estimated project cost as shown in Attachment C includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be

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reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- G. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of

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way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

5. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

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- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

6. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

9. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Party identified in Article 1 is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the Party identified in Article 1. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for

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Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The Party identified in Article 1 shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the

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latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

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13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real

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property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

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- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor PO Box 1729 Pharr, TX 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 West IH 2
Pharr, Texas 78577

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo
Local Government: City of Pharr
CSJ No.: 0921-02-432
Project Name: PSJA Tri-City Pedestrian Safety Improvements (Phase II)
Highway or Roadway: City of Pharr and City of Alamo

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

TxDOT:		Federal Highway Administration:	
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Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

TxDOT:		Federal Highway Administration:	
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The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State's federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address:
http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbp/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the

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termination of this agreement or such other remedy as the recipient deems appropriate.”

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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.

TxDOT:		Federal Highway Administration:	
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30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
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Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

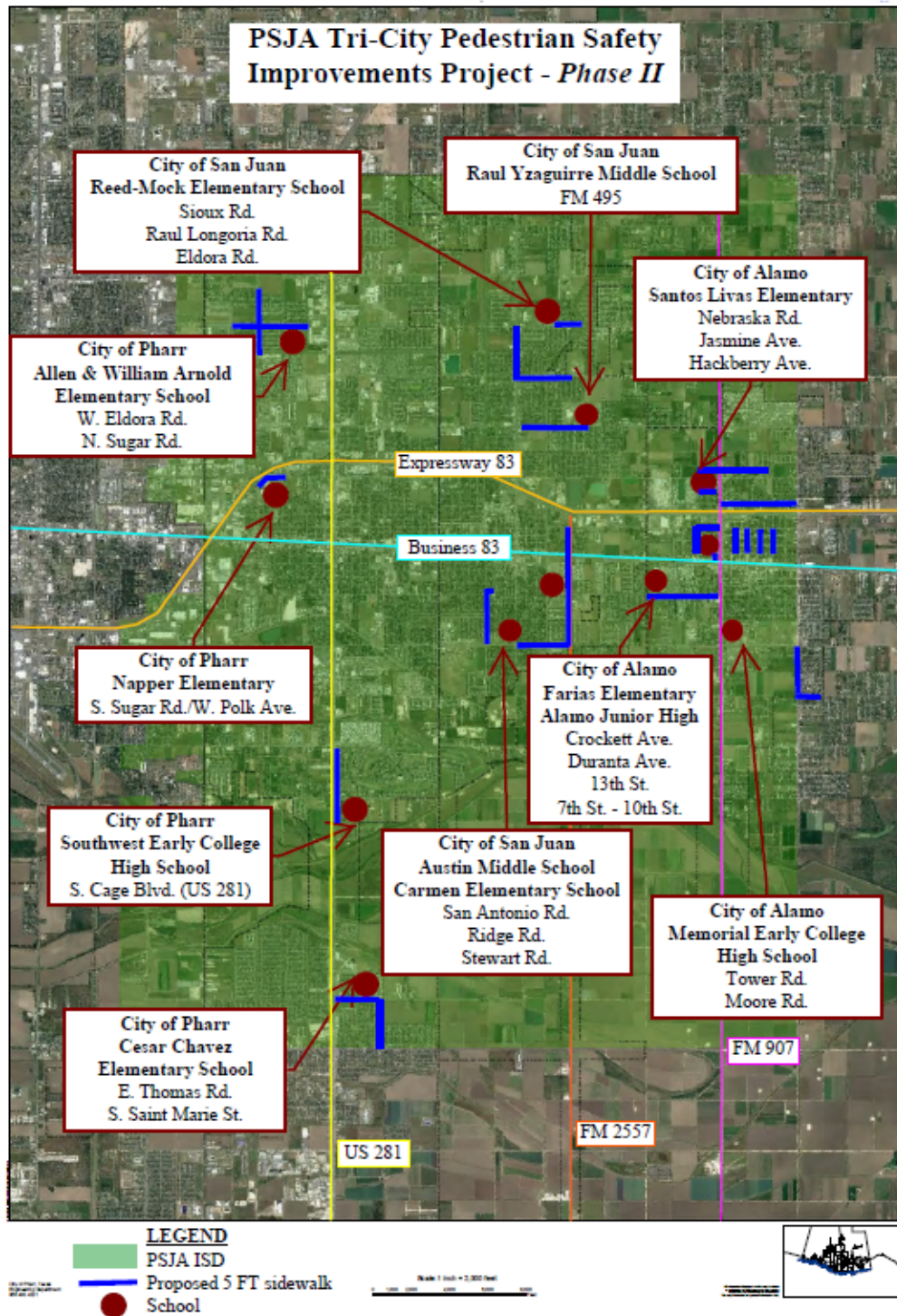
Date

FOR REVIEW ONLY

**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT**

FOR REVIEW ONLY

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #		Project Name:	
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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$247,156	0%	\$0	0%	\$0	100%	\$247,156
Environmental Cost ¹	\$41,220	0%	\$0	0%	\$0	0%	\$41,220
Right of Way ³	\$495	0%	\$0	0%	\$0	0%	\$495
Utilities ²	\$495	0%	\$0	0%	\$0	0%	\$495
Construction ² (Cat 9)	\$1,620,170	80%	\$1,296,136	18.00%	\$291,631	2.00%	\$32,403
Construction ² (100% LG)	\$576,670	0%	\$0	0%	\$0	100%	\$576,670
Work by LG Subtotal	\$2,486,206		\$1,296,136		\$291,631		\$898,439
Preliminary Engineering	\$74,147	0%	\$0	0%	\$0	100%	\$74,147
Environmental Cost ¹	\$12,366	0%	\$0	0%	\$0	100%	\$12,366
Right of Way ¹	\$99	0%	\$0	0%	\$0	100%	\$99
Utilities ¹	\$99	0%	\$0	0%	\$0	100%	\$99
Construction ²	\$54,921	0%	\$0	0%	\$0	100%	\$54,921
Direct State Costs Subtotal	\$141,632		\$0		\$0		\$141,632
Indirect State Cost	\$132,515		\$0		\$132,515		\$0
TOTAL PARTICIPATION	\$2,760,353		\$1,296,136		\$424,146		\$1,040,071

- The estimated total participation by Local Government is \$1,040,071 plus 100% of overruns.
- Total estimated payment by Local Government to State is \$141,632.
- ¹Local Government's first payment of \$86,711 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$54,921 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.

CSJ #		Project Name:	
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- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,296,136.

FOR REVIEW ONLY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: April 28, 2020

MEETING DATE: May 4, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to solicit a scope and fee proposal from an Engineering Firm on the approved list of Engineers, and negotiate and enter into a contract for the design of the PSJA Tri-City Pedestrian Safety Improvements Project-Phase II.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: The PSJA Tri-City Pedestrian Safety Improvements Project - Phase II was presented by the City of Pharr, in collaboration with the City of San Juan, City of Alamo, and the Pharr-San Juan-Alamo Independent School District (PSJA ISD), to address the Hidalgo

County Metropolitan Planning Organization's (HCMPO) Transportation Alternatives Program (TAP) Call for Projects Fiscal Year 2019-2020.

This project was selected to receive federal and state construction funding.

The project consists of improving linkages and connections within and between cities; incorporate pedestrian enhancements and promote active living; improve safety; provide access to major destinations, and ultimately improve mobility and create access in underserved communities.

Financial Consideration: To be negotiated

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua
Omar Anzaldua
Patricia Rigney
Karla Moya
Ignacio Amezcua
City Management Office

Created/Initiated - 4/28/2020
Approved - 4/28/2020
Approved - 4/28/2020
Approved - 4/30/2020
Approved - 4/30/2020
Final Approval - 5/1/2020

Approved Professional Engineering Service Pool-General Civil		
Firm Name	FIRM OFFICE LOCATION	GENERAL CIVIL
CONSOR Engineers, LLC	Pharr, TX	X
Garcia Infrastructure Consultants, LLC	Pharr, TX	X
R. Gutierrez Engineering Corporation	Pharr, TX	X
Trimad Consultants, LLC	Pharr, TX	X
M2 Engineering, PLLC	Palmview, TX	X
B2Z Engineering, LLC	Mission, TX	X
Hinojosa Engineering, Inc.	Mission, TX	X
Landtech, Inc.	Mission, TX	X
LEMC INC	Mission, TX	X
South Texas Infrastructure Group, LLC	Mission, TX	X
TEDSI Infrastructure Group, Inc.	Mission, TX	X
Guzman & Munoz Engineering and Surveying, Inc.	Mercedes, TX	X
Cobb Fendley & Associates, Inc.	McAllen, TX	X
Cruz-Hogan Consultants, Inc.	McAllen, TX	X
Dannenbaum Engineering Corporation	McAllen, TX	X
Halff Associates, Inc.	McAllen, TX	X
J&R Engineering, LLC	McAllen, TX	X
Javier Hinojosa Engineering	McAllen, TX	X
Perez Consulting Engineers	McAllen, TX	X
S & B Infrastructure, Ltd.	McAllen, TX	X
GDJ Engineering, LLC	Edinburg, TX	X
International Consulting Engineers	Edinburg, TX	X
Melden & Hunt, Inc.	Edinburg, TX	X
Hanson Professional Services, Inc.	Brownsville, TX	X
SWG Engineering, LLC	Weslaco, TX	X
Arredondo, Zepeda & Brunz, LLC	Dallas, TX	X



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: April 29, 2020

MEETING DATE: May 4, 2020

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration, and action if any, on the purchase of safety equipment for the Pharr Police Department Special Response Team (SRT) using Buy Board # 587-19. (Project No.1920-21-512-P022-001)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department

What: Purchase of safety equipment for the Pharr Police Department Special Response Team (SRT)

Where: Pharr, TX

When: May, 4, 2020

Why: Older equipment is expired and needs to be replaced.

Financial Consideration: The amount for this purchase is \$ 56,275.28 with seized asset funds.

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve.

ROUTING:

Jose Luengo

Ignacio Amezcua

Created/Initiated - 4/29/2020

Approved - 4/30/2020

Anali Alanis
Karla Moya
City Management Office

Approved - 4/30/2020
Approved - 5/1/2020
Final Approval - 5/1/2020



Quote

Customer: (1000945988) PHARR POLICE DEPT
Date: 03/03/2020
Sales Rep: HANNAH SIMPKIN

Page 1 of 1
Quote Number: 15351705
Quote Expiration: 06/01/2020

Sold To:
PHARR POLICE DEPT
ORFELINDA ZAPATA
1900 S CAGE BLVD
PHARR, TX 78577-3995
EDWARD CHAVEZ

Ship To:
PHARR POLICE DEPT
1900 S CAGE BLVD
PHARR, TX 78577
EDWARD CHAVEZ

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP2740 BLK CSTM 00	SRV COMPLETE VEST W/ AXIIRA BALLISTICS BuyBaord 587-19	12	4,449.00	2,491.44	29,897.28
1.1	BP0002	MALE CUSTOM VEST	12			
2	BP2675 BLK	SRV QUICK RELEASE SYSTEM	12		112.00	1,344.00
3	BY612	LVL III STAND ALONE PLATE SHOOTERS CUT 10X12 (30260-1)	24	1,186.00	687.00	16,488.00
4	TE1842 BLK LG	OPERATOR ELITE HELMET	12	1,266.00	708.00	8,496.00

Handwritten in blue ink:
#8437
SEIZED ASSETS

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 56,225.28
SHIPPING: 50.00
TAX.....
TOTAL....: 56,275.28

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: April 15, 2020

MEETING DATE: May 4, 2020

FROM: Samantha Guzman, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase of a generator switchboard connection for the Pharr Events Center. (Project #1920-01-530-P021-003)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Pharr Events Center currently does not have a permanent generator nor the switchboard connection for a portable generator. We are requesting to have a switchboard installed for the Pharr Events Center to allow generators easy hook up.

Financial Consideration: Financial consideration is \$63,000

Staff Recommendation: Staff recommends approval on the purchase of the generator switchboard connection for the Pharr Event Center to Vanjen Group from Spring, TX in the amount of \$63,000.00

Alternatives: N/A

ROUTING:

Samantha Guzman

Created/Initiated - 4/15/2020

Sergio Alanis

Approved - 4/28/2020

Omar Anzaldúa

Approved - 4/28/2020

Karla Moya

Approved - 5/1/2020

Ignacio Amezcua

Approved - 5/1/2020

Hilda Pedraza

Approved - 5/1/2020

City Management Office

New -



VANJEN GROUP

Date: 23 April 2020
Quote #: JDLC-040920PEC
Project Name: Pharr Event Center Emergency Generator
Product Description: SE rated Single Breaker Docking Station w/ Kirk Key Interlocked

The Vanjen Group is pleased to offer the following quotation for your consideration. This quotation will expire thirty calendar days from the date of issue. Please review the bill of material for accuracy. Any changes needed will be added to the quote total below. Project plans and specifications were not provided.

Line	Part	Description
1	SBDS-303P-LLM-AJK2S	3000A 208Y/120V Trystar Single Breaker Docking Station ETL Listed to UL 1008 Standards UL 50 Listed 65kAIC Rated

See Attached Specifications Page for Detailed Description

Line	Part	Description
2	TSERMS	Energy Reduction Maintenance Switch to Comply with NEC 240.87(b)

Preparation and Installation of Generator SE Docking Station
Re wire new Docking station to Pad Mount Transformer
Rewire Docking station to existing 3000 amp switchboard
Installation of 700 ft of 500 mcm Copper Wire
Preparation of Docking Station Concrete Pad

\$63,000.00

Standard lead time is 8-10 weeks

We are quoting at an expedited time frame of 4-5 weeks including expedited delivery for Docking Station.

Let me know if there is anything else we could help you with.

Jesus De La Cruz – Sales
P – 956-371-7277
idelacruz@vanjen.net
www.vanjen.net

VANJEN GROUP

8765 Spring Cypress L-144, Spring, TX 77379 • 1-855-4-VANJEN • www.VANJEN.net



Main Office
1901 Industrial Drive
McAllen, TX 78504-4015
P: (956) 686-2323
F: (956) 686-2816

TECL# 17140
service@metroelectric-rgv.com
www.metroelectric-rgv.com

Branch Office
5255 Commercial Drive
Brownsville, TX 78523-4270
P: (956) 831-7801
F: (956) 831-7941

PROPOSAL SUBMITTED TO		CONTACT	DATE
City of Pharr		Javier Cortez	April 9, 2020
STREET		JOB NAME	
118 S. Cage Blvd.		Pharr Events Center Generator	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Pharr, TX 78577			
PHONE	EMAIL	CITY, STATE AND ZIP CODE	Cell PHONE

Price to install Kirk Key Switchboard for connection of customer supplied generator. Price includes labor and material for a complete installation. Price also includes engineering fees and drawings for permitting. Price also includes a coordination study.

\$65,698.00

Notes:

1. Sales tax is not included.
2. Performance and/or bid bond is not included.
3. Allowances and/or contingency fees are not included.
4. Painting and/or patching of any surfaces is not included.
5. Asphalt/concrete cutting and/or patch back is not included.
6. Work to be performed 8:00 am and 5:00 pm Monday through Friday.
7. Utility fees are not included.

One payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized signature


Walt Frizzell / Service Dept.

Note: This proposal may be withdrawn by us if not accepted within **30** days

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above.

Signature

Date of Acceptance

Print

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Sergio Alanis

From: Pilar Rodriguez, PE <prodriguez@hcrma.net>
Sent: Friday, April 17, 2020 2:18 PM
To: Sergio Alanis
Cc: Ed Wylie; Danny Ramirez; Hilda Pedraza
Subject: Cost Estimate from Lumatec Lighting - Pharr Event Center Docking Station

Importance: High

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Lumatec's price is as follows:

Prep site, lay conduit, pull conductors and pour concrete pad for docking station \$55,000.00
Provide and install docking station - \$56,500.00
Total cost estimate - \$111,500.00

Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
Office: 956-402-4762
Cell: 956-638-6335
203 W Newcombe Avenue
PO Box 1766
Pharr, Texas 78577
www.hcrma.net

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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 28, 2020

MEETING DATE: May 4, 2020

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to amend contract with Carollo Engineers Inc. in the amount of \$78,875.00 for additional engineering services for the electrical design modification of the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements Project. (Project #1819-60-584-S010-001)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: These additional services is to separate the site electrical improvements into a separate project and use the money that the City had already budgeted. The remaining portion of the project will be funded with TWDB SRF Loans, however the City is still working on closing those loans.

Financial Consideration: Original Contract \$555,376.00

Amendment No. 1 \$78,875.00

Revised Contract Amount \$634,251.00

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Carollo Engineers Inc. fdditional engineering services for the electrical design modification of the Wastewater Treatment Plant Oxidation Ditch No. 2 and Electrical Improvements Project . (Project #1819-60-584-S010-001) in the amount of \$78,875 for a revised contract amount \$634,251

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 4/28/2020

Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Moya
City Management Office

Approved - 4/28/2020
Approved - 4/29/2020
Approved - 4/29/2020
Approved - 5/1/2020
Final Approval - 5/1/2020

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 1

The Contract between **Carollo Engineers Inc.** and the **City of Pharr** which was executed by the parties on **February 1, 2019** for the **WWTP Oxidation Ditch No. 2 & Electrical Improvements Project**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work
See Attachment.

The items of work will include the following.

- B. Modification to Section 5 – Professional Service Fee – Increase to Fee
1. Add the following fees:

This amendment adds **\$78,875.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 555,376 to **\$ 634,251.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

Carollo Engineers Inc.

ENGINEERING FIRM

By: _____
Signature

Scott Hoff, P.E.
Senior Vice President

ENGINEER

By: _____
Signature

Sergio L. Espinoza, P.E.
Associate Vice President

ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Ed Wylie
Interim City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



Exhibit D

ADDITIONAL SCOPE OF SERVICES CITY OF PHARR WASTEWATER TREATMENT PLANT OXIDATION DITCH NO.2 REHABILITATION PROJECT DA-MCC IMPROVEMENTS PROJECT SEPARATION

1.0 BACKGROUND

The City of Pharr (OWNER) retained Carollo Engineers, Inc. (ENGINEER) for engineering services for the Oxidation Ditch No.2 & Electrical Improvements Project. After completion of the design, the OWNER desires to separate the Digester Area MCC Improvements from the remainder of the project and bid it as a separate project.

This "Exhibit D" provides the scope of the Engineering Services for the revising of the drawings and specifications, the additional bidding services, and the services during construction for the new project.

2.0 PURPOSE

This "Exhibit D" establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for the engineering service for the redesign, bidding, and services during construction of the DA-MCC Improvements Project. This scope includes professional services during the bid and construction phases of the project.

3.0 PROJECT ELEMENTS

The engineering services for the separation of the DA-MCC Improvements from the Oxidation Ditch No. 2 Improvements include the following:

1. Revise the drawings and specifications to show only the work for the DA-MCC Improvements
2. Assist with the bidding of the project.
3. Provide engineering services during the construction of the project.

4.0 SCOPE OF SERVICES

The following Scope of Work presents the tasks that will be performed by the ENGINEER to complete the Engineering Services of the project elements defined in Section 3.0 Project Elements.



TASK 100 PROJECT MANAGEMENT AND MEETINGS

Task 101 - Project Management, Planning, and Reporting for DA-MCC Improvements Project

The ENGINEER will continue to use the Project Management Plan developed for the project to guide the project team through work activities necessary to complete the design document modifications. The ENGINEER will organize staff, direct, manage, and coordinate work tasks of the project team, including subconsultants. ENGINEER will prepare and submit monthly invoices to City of Pharr.

Deliverables:

1. Monthly invoices.

Task 102 - Project Management, Planning, and Reporting for Headworks and Oxidation Ditch No. 2 Improvements Project

The Engineer will continue to use the Project Management Plan developed for the project to guide the project team through work activities necessary to complete the design document modifications. The Engineer will organize staff, direct, manage, and coordinate work tasks of the project team, including subconsultants. All services during bidding and construction of the project will be as stated in the original contract scope and fee.

Deliverables:

1. None

TASK 200 QUALITY MANAGEMENT

Task 201 - DA-MCC Project Document QA/QC Review

The ENGINEER will conduct an internal Quality Assurance/Quality Control (QA/QC) review of the revised project documents before being submitted to the City of Pharr. A team of senior engineers will review documents before they are issued. This quality control review will be conducted on DA-MCC Improvements submittal.

Deliverables:

1. None.

Task 202 - Headworks and Oxidation Ditch No.2 Project Document QA/QC Review

The ENGINEER will conduct and internal Quality Assurance/Quality Control (QA/QC) review of the revised project documents before being submitted to the City of Pharr. A team of senior engineers will review documents before they are issued. This quality control review will be conducted on Headworks and Oxidation Ditch No. 2 Improvements submittal.



Deliverables:

1. None.

TASK 300 CONTRACT DOCUMENTS

Task 301 - Revise DA-MCC Drawings and Specifications

The ENGINEER will revise the drawings and specifications for the DA-MCC improvements. This task includes revising the documents to show only the DA-MCC and related improvements. The Bidding Documents will be revised showing only the DA-MCC project.

Deliverables:

1. Electronic file of design bid documents, drawings, and specifications ready to be issued for bidding.

Task 302 - Revise Headworks and Oxidation Ditch No.2 Drawings and Specifications

The ENGINEER will revise the drawings and specifications for the Headworks and Oxidation Ditch No. 2 improvements. This task includes revising the documents to show only the Headworks and Oxidation Ditch No. 2 and related improvements. The Bidding Documents will be revised to include TWDB documents and requirements.

Deliverables:

1. Electronic file of design bid documents, drawings, and specifications ready to be issued for bidding.

TASK 400 BID PHASE SERVICES PREPARATION

Task 401 - Bid Phase Services for the DA-MCC Improvements Project

City of Pharr will handle the advertising for bids, receiving questions from bidders, issuing of addenda, receiving bids, and opening of bids. The ENGINEER will provide responses to questions received during the bid period to Owner. The ENGINEER will prepare addenda to the bidding documents based upon comments and questions that are received. The ENGINEER will attend the Pre-bid Conference with prospective bidders. The ENGINEER will review bid responses and will prepare a written evaluation and recommendation for award.

Deliverables:

1. Responses to questions received during the bidding period.
2. Addenda (up to 2) with modifications to the bidding documents.



Task 402 – Bid Phase Services for the Headworks and Oxidation Ditch No. 2 Improvements Project

City of Pharr will handle the advertising for bids, receiving questions from bidders, issuing of addenda, receiving bids, and opening of bids. The ENGINEER will provide responses to questions received during the bid period to Owner. The ENGINEER will prepare addenda to the bidding documents based upon comments and questions that are received. The ENGINEER will attend the Pre-bid Conference with prospective bidders. The ENGINEER will review bid responses and will prepare a written evaluation and recommendation for award.

Deliverables:

1. Responses to questions received during the bidding period.
2. Addenda (up to 2) with modifications to the bidding documents.

TASK 500 - SERVICES DURING CONSTRUCTION

Task 501 - Services During Construction of DA-MCC Improvements Project

The ENGINEER will provide the following services during construction of the project: Prepare Conformed Documents; Attend Pre-construction Conference; Periodic field inspections (up to 11); Respond to RFIs (up to 22 total); Perform Submittal Reviews (up to 30 total); Attend Project Meetings (up to 20 total); Review Contractor Pay Requests; Prepare Change Orders (up to 2 total); Assist with Start-up; Assist with Project Closeout; Prepare Record Drawings;

Deliverables:

1. Three copies of the Electronic files of half-size Conformed Documents.
2. One set of full-size Conformed Documents.
3. Minutes of the Pre-construction meeting.
4. Field Inspection Reports.
5. RFI responses.
6. Submittal review responses.
7. Minutes of Project Progress Meetings.
8. Review Contractor Pay Requests.
9. Prepare Change Orders
10. Prepare Certificates of Substantial Completion.
11. Prepare Final Punch List of remaining items.
12. Prepare Certificate of Final Completion.



13. Prepare two (2) sets of printed half-size Record Drawings and one (1) set electronic files.

Task 502 - Services During Construction of Headworks and Oxidation Ditch No. 2 Improvements Project

Services during construction of the Headworks and Oxidation Ditch No. 2 Improvement Project will be as specified in the original contract scope of work and budget, Exhibits A and C respectively.

TIME OF PERFORMANCE

1. The separation of the DA-MCC Improvements Project documents will be completed within thirty (30) day after receipt of the written Notice to Proceed. Bidding and services during construction is budgeted for a construction period of ten (10) months.
2. The revisions of the Headworks and Oxidation Ditch No. 2 Improvements Project documents will be completed within thirty (30) day after receipt of the written Notice to Proceed. Bidding and services during construction was budgeted as part of the original contract in Exhibits A and C.

ENGINEERING SERVICES FOR REDESIGN BUDGET

1. The fee for the Revision of the project documents to separate the electrical portion of the work into a separate project and for services during the new construction project shall not exceed the budgeted amount of \$78,875 without written authorization from the OWNER. See Exhibit D for a breakdown of the budget.

EXHIBIT E
CITY OF PHARR
DA-MCC Project Separation
Fee Proposal

Task No.	Description	PP Hani Michel	QA/QC Prin. I	Review Engineer	PM Sergio Espinoza	PE Leon Allen	Process Engineer	Instrumentation & Controls Engineer	Inspector	Supervisory CAD V	Support Staff	Total Hours (Carollo)	Cost (Carollo)	Half & Associates	Other Direct Costs	Total Cost per Task
Electrical Project Breakout																
100	Project Management and Meetings	2	0	0	8	0	0	0	0	0	0	10	\$ 2,227.46	\$ -		
101	Project Management, Planning, and Reporting for DA-MCC Improvements Project	2		0	8	0	0	0	0	0	0	10	\$ 2,227	\$ -		\$2,227
200	Quality Management	0	0	0	4	4	0	0	0	0	0	8	\$ 1,769.24	\$ -		
201	Revised Bid Document Submittal Review for DA-MCC Improvements Project	0		0	4	4	0	0	0	0	0	8	\$ 1,769.24	\$ -		\$1,769
300	Contract Documents	4	0	0	4	8	6	0	0	12	12	46	\$ 7,995	\$ 21,945		
301	Revised Drawings & Specifications for DA-MCC Improvements Project	4	0	0	4	8	6	0	0	12	12	46	\$ 7,995	\$ 21,945		\$29,940
400	Bid Phase Services	0	0	0	7	0	0	0	0	0	0	7	\$ 1,476	\$ 2,352		
401	Assist with advertising for bids for DA-MCC Improvements Project	0	0	0	7	0	0	0	0	0	0	7	\$ 1,476	\$ 2,352		\$3,828
	Bid Period Questions	0	0	0	1	0	0	0	0	0	0	1	\$ 211	\$ 2,352		
	Addenda	0	0	0	1	0	0	0	0	0	0	1	\$ 211	\$ -		
	Pre-Bid Conference	0	0	0	4	0	0	0	0	0	0	4	\$ 843	\$ -		
	Evaluation of Bids	0	0	0	1	0	0	0	0	0	0	1	\$ 211	\$ -		
500	Services During Construction	0	0	0	32	0	0	0	0	4	12	48	\$ 8,516	\$ 24,927		
501	Services During Construction for DA-MCC Improvements Project															\$33,443
	Prepare Conformed Documents	0	0	0	4	0	0	0	0	4	4	12	\$ 1,875	\$ -		
	Preconstruction Conference	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Field Inspector for Specialty Inspection Only (11)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 24,927		
	RFIs (22 total)	0	0	0	10	0	0	0	0	0	0	10	\$ 2,108	\$ -		
	Submittal Review (30 submittals, including resubmittals)	0	0	0	10	0	0	0	0	0	0	10	\$ 2,108	\$ -		
	Project Meetings (20)	0	0	0	4	0	0	0	0	0	0	4	\$ 843	\$ -		
	Contractor Payment Review	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Change Orders (up to 2)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Start-up Assistance	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Close-out	0	0	0	4	0	0	0	0	0	8	12	\$ 1,581	\$ -		
	Record Drawings	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Web-based Project Document Management System	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Warranty Assistance	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	O&M Manual	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	TOTAL DESIGN HRS ELECTRICAL PROJECT BREAKOUT	6	0	0	55	12	6	0	0	16	24	119				
	TOTAL DESIGN COST ELECTRICAL PROJECT BREAKOUT	\$ 1,622	\$ -	\$ -	\$ 11,596	\$ 2,778	\$ 1,123	\$ -	\$ -	\$ 2,652	\$ 2,212		\$ 21,980	\$ 49,224	\$ -	\$71,208
Headworks & Oxidation Ditch Adjustments																
100	Project Management and Meetings	1	0	0	4	0	0	0	0	0	2	7	\$ 1,298	\$ -		
102	Project Management, Planning, and Reporting for Headworks and Improvements Project	1		0	4	0	0	0	0	0	2	7	\$ 1,298	\$ -		\$1,298
200	Quality Management	0	0	0	2	4	0	0	0	0	0	6	\$ 1,348	\$ -		
202	Revised Bid Document Submittal Review for Headworks & Oxidation Ditch No. 2 Improvements Project	0		0	2	4	0	0	0	0	0	6	\$ 1,348	\$ -		\$1,348
300	Contract Documents	2	0	0	4	2	2	0	0	8	16	34	\$ 5,022	\$ 0		
302	Revised Drawings & Specifications for Headworks & Oxidation Ditch No. 2 Improvements Project	2	0	0	4	2	2	0	0	8	16	34	\$ 5,022	\$ -		\$5,022
400	Bid Phase Services	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
402	Assist with advertising for bids for Headworks & Oxidation Ditch No. 2 Improvements Project	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		\$0
	Bid Period Questions	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Addenda	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Pre-Bid Conference	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Evaluation of Bids	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
500	Services During Construction	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
502	Services During Construction for Headworks & Oxidation Ditch No. 2 Improvements Project															\$0
	Prepare Conformed Documents	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Preconstruction Conference	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Field Inspector for Specialty Inspection Only	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	RFIs (10 total)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Submittal Review (10 submittals, including resubmittals)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Project Meetings	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Contractor Payment Review	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Change Orders (up to 2)	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Start-up Assistance	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Close-out	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Record Drawings	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Web-based Project Document Management System	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	Warranty Assistance	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	O&M Manual	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
	TOTAL DESIGN HRS HEADWORKS & OXIDATION DITCH ADJUSTMENTS	3	0	0	10	6	2	0	0	8	18	47				
	TOTAL DESIGN COST HEADWORKS & OXIDATION DITCH ADJUSTMENTS	\$ 811	\$ -	\$ -	\$ 2,108	\$ 1,389	\$ 374	\$ -	\$ -	\$ 1,326	\$ 1,659		\$ 7,670	\$ -	\$ -	\$7,668
	TOTAL DESIGN HRS	9	0	0	65	18	8	0	0	24	42	166				
	TOTAL DESIGN COST	\$ 2,434	\$ -	\$ -	\$ 13,704	\$ 4,167	\$ 1,498	\$ -	\$ -	\$ 3,977	\$ 3,871		\$ 29,650	\$ 49,224	\$ -	\$ 78,875



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: April 30, 2020

MEETING DATE: May 4, 2020

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on change order for additional project hours needed to complete Accela project. (Project # 1617-01-527-P011-001)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No

Reason:

Issue: Additional project time from Byrne Software Technologies is needed to successfully finalize Accela project.

Financial Consideration: \$12,173.60

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Jose Pena

Created/Initiated - 4/30/2020

Anali Alanis

Approved - 4/30/2020

Patricia Rigney

Approved - 5/1/2020

Karla Moya

Approved - 5/1/2020

City Management Office

Final Approval - 5/1/2020

GOVERNMENT - PRICE QUOTATION



BYRNE SOFTWARE TECHNOLOGIES AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO: Melanie Cano
Development Services Director
City of Pharr
118 S. Cage
Pharr, TX 78577 USA

FROM: Casey Oesterle
Carahsoft Technology Corp.
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: Melanie.cano@pharr-tx.gov

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (956) 402-4150

PHONE: (571) 662-3010

FAX: (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2021
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 21745078
QUOTE DATE: 04/15/2020
QUOTE EXPIRES: 05/31/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$12,173.60

TOTAL QUOTE: \$12,173.60

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	CON-PM	Project Manager (Per Hour) Deliverable 22 - Project Restart Carahsoft Technology Corporation - CON-PM		\$152.17 GSA	80	\$12,173.60
SUBTOTAL:						\$12,173.60
TOTAL PRICE:						\$12,173.60
TOTAL QUOTE:						\$12,173.60

Change Order

Agency: Pharr, TX
Project Code: Pharr, TX – Accela Land, Licensing & Assets
Initiating Department: Development Services
Initiated By: Melanie Cano

CO #: 2
Date: 4/15/20

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Executive Summary

This change order serves to note additional project change in scope in relation to Project Restart. The agency has expressed to restart the project. Additional time will be needed and will be added to the project scope in Deliverable 23: Project Restart.

Additional details for the items noted above are noted in section A (see below).

A. Description of Services

1. Deliverable 22: Project Restart

Byrne will provide additional services to restart the project.

In terms of specific output, the following will be reviewed/updated for this deliverable:

- Project Plan
- Project Status Report
- Project SharePoint Site
- Project Restart Presentation
- Internal Project Tracking
- Ramp Up Internal Project Team

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by Byrne to deliver Services.
- Review/Update Project Plan, Project Status Report Template, and Project Restart Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Byrne's requests for project planning input and meeting logistics requests.

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- Include Project Sponsor in Project Restart Meeting.

Acceptance Criteria:

- Review and acceptance of Project Plan
- Completion of Project Restart Meeting

2. **We don't expect any issues; however Byrne will bill time to investigate and correct any previously completed items on a Time and Material basis.**

B. Project Change Summary

The following costs will be added to the project budget as a result of additional scope:

Deliverable #	Deliverables	Cost
22	Project Restart	\$12,173.60

Total Project Cost Impact: \$12,173.60

C. BILLING TERMS:

Byrne will perform the Services on a time and material as outlined in Section A.1.

Byrne will perform the Services on a fixed budget basis based on: the nature and scope of the Services and associated Deliverables outlined in above Section A.2, the expected staffing requirements, project schedule, Byrne's and Customer's roles and responsibilities and the other assumptions set forth in this Change Order. Carahsoft and Byrne's total price to perform the Services described in Section A.2 is \$12,173.60 exclusive of taxes and expenses. Any hours in excess of the allotted amounts will require a further change order. Carahsoft and Byrne Software will invoice the above deliverable prior to delivering the services.

Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments.

D. EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Carahsoft and Byrne Software expense policy. Carahsoft and Byrne Software will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Byrne Software will work with Customer to manage and control its expenses in accordance with Byrne Software travel policy guidelines. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past engagement experience.

Travel is not expected for this change order.

E. EXPIRATION:

Expiration will follow the terms of the Statement of Work

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Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Carahsoft and Byrne and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: Carahsoft Technology Corporation	Accepted By: City of Pharr, TX
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: