

**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, AUGUST 16, 2021**

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.

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. PUBLIC HEARINGS: (Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

- A) Public hearing on development services cases.

4. 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) Submission of Property Tax Collection Report for July 2021.

B) Submission of Sales Tax Collection Report for August 2021.

5. 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) Consideration and action, if any, on Development Services Cases:

1. Las Margaritas Restaurant Inc. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 106 North Cage Boulevard. **CUP#210740** (DEVELOPMENT SERVICES)

2. Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the 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 Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1701 South Cage Boulevard, Suite 105. **CUP#100934** (DEVELOPMENT SERVICES)

3. Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the 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 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740** (DEVELOPMENT SERVICES)

4. Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2021-17 relating to the number of authorized civil service positions within the Fire and Police Departments. **(3rd and Final Reading)**

AGENDA REGULAR MEETING

August 16, 2021

B) Consideration and action, if any, on Ordinance amending Appendix A, Zoning, Article VII, Section 1.70, A(7), to the Code of Ordinances. **(1st Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the PEDC II Board of Directors. (PEDC II)

7. ADMINISTRATIVE:

A) Discussion and action for vote on proposed tax rate increase and schedule public hearing. (FINANCE)

8. PURCHASING:

A) Consideration and action, if any, authorizing the Pharr Police Department to purchase two (2) 2020 BMW R1250RT-P Police Motorcycles for a total of \$54,806.72 from Alamo BMW of Boerne, Texas. (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to extend Interlocal Agreement with City of Weslaco for Animal Control Operations and Impoundment for an additional year. (PUBLIC WORKS)

B) Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the School of EMS, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Services (EMERGENCY MEDICAL SERVICES)

C) Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the Elite Medical Training Solutions, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Services (EMERGENCY MEDICAL SERVICES)

D) Consideration and action, authorizing the City Manager to enter into a Letter of Understanding (LOU) between the City of Pharr EMS and U.S. Immigration and Customs Enforcement (ICE) Health Service Corps (IHSC) for payment of medical care provided to detainees. (EMERGENCY MEDICAL SERVICES)

E) Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the Texas State Technical College, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Service (EMERGENCY MEDICAL SERVICES)

AGENDA REGULAR MEETING

August 16, 2021

F) Consideration and action, if any, authorizing the City Manager to amend the lease agreement Styker for equipment for 7 new ambulances. (EMERGENCY MEDICAL SERVICES)

G) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Halff Associates for Professional Engineering Services for the Pharr International Bridge Maintenance Master Plan. (ENGINEERING)

H) Consideration and action, if any, authorizing the City Manager to extend the Master Service Agreement for Construction Material Testing (CMT) & Geotech Services with the geotechnical firms currently on the City of Pharr's rotation list. (ENGINEERING)

I) Consideration and action, if any authorizing City Manager to enter into a service agreement with Airgas USA, LLC out of McAllen, TX, to supply oxygen to Pharr EMS through Texas SmartBuy Contract No. 430-M2 (EMERGENCY MEDICAL SERVICES)

J) Consideration and action, if any, on contract with Deep in the Heart Art Foundry for additional work on Goddess of Nike Statue project. (ADMINISTRATION)

10. LEGAL:

A) Consultation with legal, and action, if any regarding *United States of America v. Acres of Land, More or Less,, Situated in Hidalgo County, Texas; Hidalgo County Irrigation District No.2, City of Parr, Et Al.*, (LEGAL)

11. 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.

AGENDA REGULAR MEETING

August 16, 2021

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.

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.

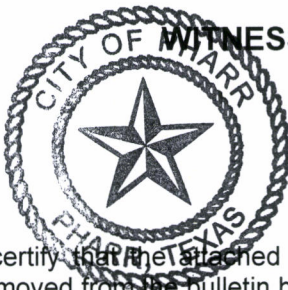
12. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

13. 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. 1007 or FAX 956-702-5313 or E-mail 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 13th day of August 2021 at 4:00 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 13th day of August 2021.


IMELDA BARRERA, TRMC
ASSISTANT 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,

AGENDA REGULAR MEETING
August 16, 2021

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: August 16, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

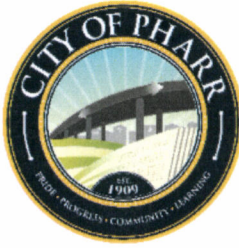
Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Property Tax Collection Report for July 2021.

Classification: Regular

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

Issue:

Current Property Tax Collections

Current Levy Collections as of July 31, 2021 are **\$23,073,974** which is a 95.69% collection rate, an **INCREASE of .47%** compared to last year.

Delinquent Property Tax Collections

Delinquent Tax Collections as of July 31, 2021 are **\$757,445** which is an **INCREASE of 6.75% compared** to last year.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason:

n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/13/2021

Approved - 8/13/2021

Approved - 8/13/2021

Final Approval - 8/13/2021

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
JULY 2021**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL	23,908,465.77	23,073,974.10	-	205,095.27	1,039,586.94	95.69%	95.22%
2019 & PRIOR YRS	2,737,130.81	757,445.32	(35,773.28)	7,315.81	1,951,228.02	27.96%	21.21%
ROLLBACK	14,669.19	30,571.40	-	22,879.17	6,976.96	81.42%	95.98%
TOTALS	26,660,265.77	23,861,990.82	(35,773.28)	235,290.25	2,997,791.92		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JULY 2021

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	102,259.55	(177.76) CURRENT
CURRENT YEAR-P&I	14,317.40	
PRIOR YEARS-BASE TAX	43,996.92	(697.71) PRIOR
PRIOR YEARS-P&I	19,557.78	
ROLLBACK	15,902.21	ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	20,284.88	(35,773.28) PURGED
TOTAL COLLECTIONS	216,318.74	(36,648.75)
LESS TRANSFERRED	144,520.87	
LESS IN TRANSIT	65,998.19	
LESS DUE TO HCAD COMM. FEE	11.68	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

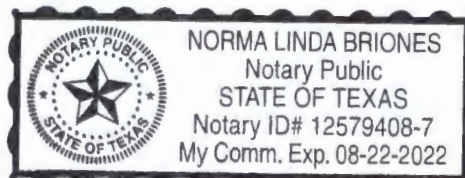
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JULY 2021 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF AUGUST 2021 A.D.

[Signature]
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF JULY 2021

<u>AD VALOREM - CITY OF PHARR</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>DIFFERENCE</u>
<u>2020 CURRENT</u>			
ORIGINAL LEVY	23,908,465.77	22,493,508.68	1,414,957.09
MODIFICATIONS	205,095.27	(125,384.74)	330,480.01
CURRENT LEVY	24,113,561.04	22,368,123.94	1,745,437.10
CURRENT COLLECTIONS THIS MONTH	102,259.55	190,369.08	(88,109.53)
CURRENT COLLECTIONS TO DATE	23,073,974.10	21,298,359.71	1,775,614.39
OUTSTANDING TO DATE	1,039,586.94	1,069,764.23	(30,177.29)
PERCENT COLLECTED/ORIGINAL	96.51%	94.69%	1.82%
PERCENT COLLECTED/MODIFIED	95.69%	95.22%	0.47%
TOTAL COLLECTIONS FISCAL YEAR	23,073,974.10	21,298,359.71	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,737,130.81	2,556,147.78	180,983.03
MODIFICATIONS	(28,457.47)	(102,119.85)	73,662.38
DELINQUENT LEVY	2,708,673.34	2,454,027.93	254,645.41
DELINQUENT COLLECTIONS THIS MONTH	43,996.92	45,871.46	(1,874.54)
DELINQUENT COLLECTIONS TO DATE	757,445.32	520,496.47	236,948.85
OUTSTANDING TO DATE	1,951,228.02	1,933,531.46	17,696.56
PERCENT COLLECTED/ORIGINAL	27.67%	20.36%	7.31%
PERCENT COLLECTED/MODIFIED	27.96%	21.21%	6.75%
TOTAL COLLECTIONS FISCAL YEAR	757,445.32	520,496.47	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	14,669.19	96,895.20	(82,226.01)
MODIFICATIONS	22,879.17	74,974.76	(52,095.59)
ROLLBACK LEVY	37,548.36	171,869.96	(134,321.60)
ROLLBACK COLLECTIONS THIS MONTH	15,902.21	0.00	15,902.21
ROLLBACK COLLECTIONS TO DATE	30,571.40	164,965.42	(134,394.02)
OUTSTANDING TO DATE	6,976.96	6,904.54	72.42
PERCENT COLLECTED/ORIGINAL	208.41%	170.25%	38.16%
PERCENT COLLECTED/MODIFIED	81.42%	95.98%	-14.56%
TOTAL COLLECTIONS FISCAL YEAR	30,571.40	164,965.42	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF JULY 2021

33

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANSF.	DIFF.	DATE OF TRANSF.
1-Jul	723.30	87.55			272.72	389.42			288.33		1,761.32		1,761.32	
2-Jul	4,377.65	612.71			910.17	297.72			643.93		6,842.18		6,842.18	
6-Jul	4,784.55	653.45			11,542.61	6,682.37			3,067.21		26,730.19	29,545.69	(2,815.50)	12-Jul
7-Jul	4,066.39	546.03			1,568.11	576.67			774.72		7,531.92	7,531.92	-	13-Jul
8-Jul	1,710.82	118.77			916.16	385.65			293.79		3,425.19	3,425.19	-	14-Jul
9-Jul	2,516.03	314.78			2,442.89	845.44			645.54		6,764.68	6,764.68	0.00	15-Jul
12-Jul	5,160.70	735.03			1,509.36	555.54			1,003.48		8,964.11	8,964.11	(0.00)	16-Jul
12-Jul							8,918.41				8,918.41	8,918.41	-	16-Jul
13-Jul	2,240.66	265.76			572.32	265.36			373.45		3,717.55	3,717.55	-	19-Jul
14-Jul	697.23	373.31			1,095.53	352.36			584.29		3,102.72	3,102.72	-	20-Jul
15-Jul	1,688.32	105.36			465.74	181.36			179.00		2,619.78	2,619.78	-	21-Jul
16-Jul	7,992.17	1,277.76			2,842.18	854.90			1,739.89		14,706.90	14,706.90	-	22-Jul
19-Jul	4,413.97	617.00			1,099.69	386.44			815.31		7,332.41	7,332.41	-	23-Jul
19-Jul							6,983.80				6,983.80	6,983.80	-	23-Jul
20-Jul	3,292.75	435.41			766.53	285.19			559.13		5,339.01	5,339.01	(0.00)	26-Jul
21-Jul	5,239.44	824.99			567.23	178.67			908.96		7,719.29	7,719.29	-	27-Jul
22-Jul	7,613.22	1,310.48			907.92	366.52			1,430.02		11,628.16	11,628.16	0.00	28-Jul
23-Jul	3,374.40	490.22			1,650.07	898.55			860.12		7,273.36	7,273.36	-	29-Jul
26-Jul	8,497.66	618.47			1,019.09	304.86			(1,492.19)		8,947.89	8,947.89	-	30-Jul
27-Jul	3,355.84	459.11			580.47	236.73			569.03		5,201.18	5,201.18	(0.00)	2-Aug
28-Jul	3,955.67	540.77			1,589.58	527.38			780.65		7,394.05	7,394.05	-	3-Aug
29-Jul	5,408.73	755.75			3,566.29	1,482.39			1,479.88		12,693.04	12,693.04	-	4-Aug
30-Jul	21,150.05	3,174.69			8,112.26	3,504.26			4,780.34		40,721.60	40,709.92	11.68	9-Aug
											-	-	-	
											-	-	-	
											-	-	-	
TTL	102,259.55	14,317.40	0.00	0.00	43,996.92	19,557.78	15,902.21	0.00	20,284.88	0.00	216,318.74	210,519.06	5,799.68	

OVERALL TOTAL	216,318.74
LESS REFUNDS	0.00
LESS HCAD COMM FEES	11.68
LESS COMM/COST	5,788.00
BALANCE	210,519.06
LESS TRANSFERRED	144,520.87
LESS TRANSF IN TRANSIT	65,998.19
BALANCE PENDING	0.00

08/03/2021 17:42:20 3801564
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2021 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 40
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	80,812.97	.00	11,314.71	1,321.14-	90,806.54	11,309.73	.00	.00	103,437.41
	I & S	.150500	21,446.58	.00	3,002.69	350.60-	24,098.67	.00	.00	.00	24,449.27
	TOTAL	.717600	102,259.55	.00	14,317.40	1,671.74-	114,905.21	11,309.73	.00	.00	127,886.68
2019	M & O	.567100	17,615.26	.00	5,211.60	266.10	23,092.96	4,189.69	.00	.00	27,016.55
	I & S	.150500	4,674.81	.00	1,383.01	70.62	6,128.44	.00	.00	.00	6,057.82
	TOTAL	.717600	22,290.07	.00	6,594.61	336.72	29,221.40	4,189.69	.00	.00	33,074.37
2018	M & O	.567100	8,739.34	.00	3,402.89	.00	12,142.23	1,883.43	.00	.00	14,025.66
	I & S	.081900	1,262.09	.00	491.43	.00	1,753.52	.00	.00	.00	1,753.52
	TOTAL	.649000	10,001.43	.00	3,894.32	.00	13,895.75	1,883.43	.00	.00	15,779.18
2017	M & O	.567100	2,935.25	.00	1,424.60	.00	4,359.85	663.95	.00	.00	5,023.80
	I & S	.081900	423.93	.00	205.71	.00	629.64	.00	.00	.00	629.64
	TOTAL	.649000	3,359.18	.00	1,630.31	.00	4,989.49	663.95	.00	.00	5,653.44
2016	M & O	.582100	2,339.74	.00	1,501.67	.00	3,841.41	633.04	.00	.00	4,474.45
	I & S	.071900	289.01	.00	185.47	.00	474.48	.00	.00	.00	474.48
	TOTAL	.654000	2,628.75	.00	1,687.14	.00	4,315.89	633.04	.00	.00	4,948.93
2015	M & O	.582100	1,036.24	.00	789.38	.00	1,825.62	303.58	.00	.00	2,129.20
	I & S	.071900	128.00	.00	97.50	.00	225.50	.00	.00	.00	225.50
	TOTAL	.654000	1,164.24	.00	886.88	.00	2,051.12	303.58	.00	.00	2,354.70
2014	M & O	.608100	1,472.22	.00	1,256.19	.00	2,728.41	409.44	.00	.00	3,137.85
	I & S	.071900	174.08	.00	148.52	.00	322.60	.00	.00	.00	322.60
	TOTAL	.680000	1,646.30	.00	1,404.71	.00	3,051.01	409.44	.00	.00	3,460.45
2013	M & O	.605000	583.16	.00	579.62	.00	1,162.78	181.45	.00	.00	1,344.23
	I & S	.075000	72.28	.00	71.85	.00	144.13	.00	.00	.00	144.13
	TOTAL	.680000	655.44	.00	651.47	.00	1,306.91	181.45	.00	.00	1,488.36
2012	M & O	.602600	750.43	.00	828.21	.00	1,578.64	258.20	.00	.00	1,836.84
	I & S	.077400	96.39	.00	106.37	.00	202.76	.00	.00	.00	202.76
	TOTAL	.680000	846.82	.00	934.58	.00	1,781.40	258.20	.00	.00	2,039.60
2011	M & O	.602100	778.19	.00	957.73	.00	1,735.92	290.56	.00	.00	2,026.48
	I & S	.077900	100.68	.00	123.91	.00	224.59	.00	.00	.00	224.59
	TOTAL	.680000	878.87	.00	1,081.64	.00	1,960.51	290.56	.00	.00	2,251.07
2010	M & O	.601800	118.97	.00	148.93	.00	267.90	42.30	.00	.00	310.20
	I & S	.078200	15.46	.00	19.36	.00	34.82	.00	.00	.00	34.82
	TOTAL	.680000	134.43	.00	168.29	.00	302.72	42.30	.00	.00	345.02
2009	M & O	.601800	104.85	.00	147.66	.00	252.51	40.83	.00	.00	293.34
	I & S	.078200	13.63	.00	19.19	.00	32.82	.00	.00	.00	32.82
	TOTAL	.680000	118.48	.00	166.85	.00	285.33	40.83	.00	.00	326.16

08/03/2021 17:42:20 3801564
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2021 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 41
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	117.69	.00	167.88	.00	285.57	40.82	.00	.00	326.39
	I & S	.078910	15.40	.00	21.97	.00	37.37	.00	.00	.00	37.37
	TOTAL	.681850	133.09	.00	189.85	.00	322.94	40.82	.00	.00	363.76
2006	M & O	.593130	3.04	.00	5.65	.00	8.69	1.50	.00	.00	10.19
	I & S	.089990	.46	.00	.86	.00	1.32	.00	.00	.00	1.32
	TOTAL	.683120	3.50	.00	6.51	.00	10.01	1.50	.00	.00	11.51
2005	M & O	.593130	19.14	.00	29.90	.00	49.04	6.62	.00	.00	55.66
	I & S	.089990	2.90	.00	4.53	.00	7.43	.00	.00	.00	7.43
	TOTAL	.683120	22.04	.00	34.43	.00	56.47	6.62	.00	.00	63.09
2003	M & O	.596220	9.68	.00	18.05	.00	27.73	.00	.00	.00	27.73
	I & S	.086900	1.41	.00	2.63	.00	4.04	.00	.00	.00	4.04
	TOTAL	.683120	11.09	.00	20.68	.00	31.77	.00	.00	.00	31.77
2002	M & O	.590210	25.83	.00	42.62	.00	68.45	7.20	.00	.00	75.65
	I & S	.099790	4.37	.00	7.20	.00	11.57	.00	.00	.00	11.57
	TOTAL	.690000	30.20	.00	49.82	.00	80.02	7.20	.00	.00	87.22
2000	M & O	.533960	33.80	.00	66.92	.00	100.72	12.82	.00	.00	113.54
	I & S	.108350	6.86	.00	13.58	.00	20.44	.00	.00	.00	20.44
	TOTAL	.642310	40.66	.00	80.50	.00	121.16	12.82	.00	.00	133.98
1997	M & O	.524810	24.53	.00	56.17	.00	80.70	9.72	.00	.00	90.42
	I & S	.075190	3.52	.00	8.05	.00	11.57	.00	.00	.00	11.57
	TOTAL	.600000	28.05	.00	64.22	.00	92.27	9.72	.00	.00	101.99
1992	M & O	.447640	3.42	.00	8.77	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.28	.00	10.97	.00	15.25	.00	.00	.00	15.25
ALL	M & O		117,523.75	.00	27,959.15	1,055.04-	144,427.86	20,284.88	.00	.00	165,767.78
ALL	I & S		28,732.72	.00	5,916.03	279.98-	34,368.77	.00	.00	.00	34,648.75
ALL	TOTAL		146,256.47	.00	33,875.18	1,335.02-	178,796.63	20,284.88	.00	.00	200,416.53
DLQ	M & O		36,710.78	.00	16,644.44	266.10	53,621.32	8,975.15	.00	.00	62,330.37
DLQ	I & S		7,286.14	.00	2,913.34	70.62	10,270.10	.00	.00	.00	10,199.48
DLQ	TOTAL		43,996.92	.00	19,557.78	336.72	63,891.42	8,975.15	.00	.00	72,529.85
CURR	M & O		80,812.97	.00	11,314.71	1,321.14-	90,806.54	11,309.73	.00	.00	103,437.41
CURR	I & S		21,446.58	.00	3,002.69	350.60-	24,098.67	.00	.00	.00	24,449.27
CURR	TOTAL		102,259.55	.00	14,317.40	1,671.74-	114,905.21	11,309.73	.00	.00	127,886.68

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2021 THRU 07/31/2021
JURISDICTION: 0033 CITY OF PHARR

PAGE: 7

[illegible]

08/03/2021 16:37:06 3801561
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2021 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 40
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	80,812.97	.00	11,314.71	1,321.14-	90,806.54	11,309.73	.00	.00	103,437.41
	I & S	.150500	21,446.58	.00	3,002.69	350.60-	24,098.67	.00	.00	.00	24,449.27
	TOTAL	.717600	102,259.55	.00	14,317.40	1,671.74-	114,905.21	11,309.73	.00	.00	127,886.68
2019	M & O	.567100	23,104.45	.00	5,211.60	266.10	28,582.15	4,189.69	.00	.00	32,505.74
	I & S	.150500	6,131.57	.00	1,383.01	70.62	7,585.20	.00	.00	.00	7,514.58
	TOTAL	.717600	29,236.02	.00	6,594.61	336.72	36,167.35	4,189.69	.00	.00	40,020.32
2018	M & O	.567100	13,938.11	.00	3,402.89	.00	17,341.00	1,883.43	.00	.00	19,224.43
	I & S	.081900	2,012.90	.00	491.43	.00	2,504.33	.00	.00	.00	2,504.33
	TOTAL	.649000	15,951.01	.00	3,894.32	.00	19,845.33	1,883.43	.00	.00	21,728.76
2017	M & O	.567100	5,562.50	.00	1,424.60	.00	6,987.10	663.95	.00	.00	7,651.05
	I & S	.081900	803.36	.00	205.71	.00	1,009.07	.00	.00	.00	1,009.07
	TOTAL	.649000	6,365.86	.00	1,630.31	.00	7,996.17	663.95	.00	.00	8,660.12
2016	M & O	.582100	2,339.74	.00	1,501.67	.00	3,841.41	633.04	.00	.00	4,474.45
	I & S	.071900	289.01	.00	185.47	.00	474.48	.00	.00	.00	474.48
	TOTAL	.654000	2,628.75	.00	1,687.14	.00	4,315.89	633.04	.00	.00	4,948.93
2015	M & O	.582100	1,036.24	.00	789.38	.00	1,825.62	303.58	.00	.00	2,129.20
	I & S	.071900	128.00	.00	97.50	.00	225.50	.00	.00	.00	225.50
	TOTAL	.654000	1,164.24	.00	886.88	.00	2,051.12	303.58	.00	.00	2,354.70
2014	M & O	.608100	1,472.22	.00	1,256.19	.00	2,728.41	409.44	.00	.00	3,137.85
	I & S	.071900	174.08	.00	148.52	.00	322.60	.00	.00	.00	322.60
	TOTAL	.680000	1,646.30	.00	1,404.71	.00	3,051.01	409.44	.00	.00	3,460.45
2013	M & O	.605000	583.16	.00	579.62	.00	1,162.78	181.45	.00	.00	1,344.23
	I & S	.075000	72.28	.00	71.85	.00	144.13	.00	.00	.00	144.13
	TOTAL	.680000	655.44	.00	651.47	.00	1,306.91	181.45	.00	.00	1,488.36
2012	M & O	.602600	750.43	.00	828.21	.00	1,578.64	258.20	.00	.00	1,836.84
	I & S	.077400	96.39	.00	106.37	.00	202.76	.00	.00	.00	202.76
	TOTAL	.680000	846.82	.00	934.58	.00	1,781.40	258.20	.00	.00	2,039.60
2011	M & O	.602100	778.19	.00	957.73	.00	1,735.92	290.56	.00	.00	2,026.48
	I & S	.077900	100.68	.00	123.91	.00	224.59	.00	.00	.00	224.59
	TOTAL	.680000	878.87	.00	1,081.64	.00	1,960.51	290.56	.00	.00	2,251.07
2010	M & O	.601800	118.97	.00	148.93	.00	267.90	42.30	.00	.00	310.20
	I & S	.078200	15.46	.00	19.36	.00	34.82	.00	.00	.00	34.82
	TOTAL	.680000	134.43	.00	168.29	.00	302.72	42.30	.00	.00	345.02
2009	M & O	.601800	104.85	.00	147.66	.00	252.51	40.83	.00	.00	293.34
	I & S	.078200	13.63	.00	19.19	.00	32.82	.00	.00	.00	32.82
	TOTAL	.680000	118.48	.00	166.85	.00	285.33	40.83	.00	.00	326.16

08/03/2021 16:37:06 3801561
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 07/01/2021 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 41
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	117.69	.00	167.88	.00	285.57	40.82	.00	.00	326.39
	I & S	.078910	15.40	.00	21.97	.00	37.37	.00	.00	.00	37.37
	TOTAL	.681850	133.09	.00	189.85	.00	322.94	40.82	.00	.00	363.76
2006	M & O	.593130	3.04	.00	5.65	.00	8.69	1.50	.00	.00	10.19
	I & S	.089990	.46	.00	.86	.00	1.32	.00	.00	.00	1.32
	TOTAL	.683120	3.50	.00	6.51	.00	10.01	1.50	.00	.00	11.51
2005	M & O	.593130	19.14	.00	29.90	.00	49.04	6.62	.00	.00	55.66
	I & S	.089990	2.90	.00	4.53	.00	7.43	.00	.00	.00	7.43
	TOTAL	.683120	22.04	.00	34.43	.00	56.47	6.62	.00	.00	63.09
2003	M & O	.596220	9.68	.00	18.05	.00	27.73	.00	.00	.00	27.73
	I & S	.086900	1.41	.00	2.63	.00	4.04	.00	.00	.00	4.04
	TOTAL	.683120	11.09	.00	20.68	.00	31.77	.00	.00	.00	31.77
2002	M & O	.590210	25.83	.00	42.62	.00	68.45	7.20	.00	.00	75.65
	I & S	.099790	4.37	.00	7.20	.00	11.57	.00	.00	.00	11.57
	TOTAL	.690000	30.20	.00	49.82	.00	80.02	7.20	.00	.00	87.22
2000	M & O	.533960	33.80	.00	66.92	.00	100.72	12.82	.00	.00	113.54
	I & S	.108350	6.86	.00	13.58	.00	20.44	.00	.00	.00	20.44
	TOTAL	.642310	40.66	.00	80.50	.00	121.16	12.82	.00	.00	133.98
1997	M & O	.524810	24.53	.00	56.17	.00	80.70	9.72	.00	.00	90.42
	I & S	.075190	3.52	.00	8.05	.00	11.57	.00	.00	.00	11.57
	TOTAL	.600000	28.05	.00	64.22	.00	92.27	9.72	.00	.00	101.99
1992	M & O	.447640	3.42	.00	8.77	.00	12.19	.00	.00	.00	12.19
	I & S	.112360	.86	.00	2.20	.00	3.06	.00	.00	.00	3.06
	TOTAL	.560000	4.28	.00	10.97	.00	15.25	.00	.00	.00	15.25
ALL	M & O		130,838.96	.00	27,959.15	1,055.04-	157,743.07	20,284.88	.00	.00	179,082.99
ALL	I & S		31,319.72	.00	5,916.03	279.98-	36,955.77	.00	.00	.00	37,235.75
ALL	TOTAL		162,158.68	.00	33,875.18	1,335.02-	194,698.84	20,284.88	.00	.00	216,318.74
DLQ	M & O		50,025.99	.00	16,644.44	266.10	66,936.53	8,975.15	.00	.00	75,645.58
DLQ	I & S		9,873.14	.00	2,913.34	70.62	12,857.10	.00	.00	.00	12,786.48
DLQ	TOTAL		59,899.13	.00	19,557.78	336.72	79,793.63	8,975.15	.00	.00	88,432.06
CURR	M & O		80,812.97	.00	11,314.71	1,321.14-	90,806.54	11,309.73	.00	.00	103,437.41
CURR	I & S		21,446.58	.00	3,002.69	350.60-	24,098.67	.00	.00	.00	24,449.27
CURR	TOTAL		102,259.55	.00	14,317.40	1,671.74-	114,905.21	11,309.73	.00	.00	127,886.68

08/03/2021 18:21:3
TC168

3801564

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

EXCLUDES AG ROLLBACK

PAGE: 22

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	177.76-	205,095.27	102,259.55	23,073,974.10	1,039,586.94	95.69	168.80-
2019	879,229.02	697.71-	12,122.33	22,290.07	450,835.82	440,515.53	50.58	406.44-
2018	350,539.61	.00	2,031.91-	10,001.43	114,955.24	233,552.46	32.98	346.96-
2017	223,790.66	.00	358.32-	3,359.18	51,227.34	172,205.00	22.93	140.24-
2016	182,058.92	17,752.97-	19,291.87-	2,628.75	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,802.86-	1,813.20-	1,164.24	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,551.69-	1,688.11-	1,646.30	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	.00	136.89-	655.44	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	874.86-	1,004.11-	846.82	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	874.86-	1,004.02-	878.87	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	874.86-	903.30-	134.43	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	.00	28.44-	118.48	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	96.42-	124.93-	133.09	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	789.89-	810.25-	0.00	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,240.49-	3,260.85-	3.50	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	754.24-	774.60-	22.04	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	698.46-	718.82-	0.00	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	962.39-	982.75-	11.09	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	977.01-	997.58-	30.20	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	110.16-	129.90-	0.00	773.08	22,124.27	3.38	0.00
2000	20,470.42	659.90-	679.05-	40.66	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,752.22-	3,840.90-	32.33	2,314.41	79,332.64	2.83	0.00
****	26,645,596.58	36,648.75-	176,637.80	146,256.47	23,831,419.42	2,990,814.96		3,398.39-

08/03/2021 17:36:0
TC168

3801563

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

AG ROLLBACK ONLY

PAGE: 13

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	.00	13,922.91	6,945.95	9,584.40	6,976.96	57.87	0.00
2018	7,999.75	.00	5,949.58	5,949.58	13,949.33	0.00		0.00
2017	4,030.99	.00	3,006.68	3,006.68	7,037.67	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	22,879.17	15,902.21	30,571.40	6,976.96		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	177.76-	205,095.27	102,259.55	23,073,974.10	1,039,586.94	95.69	168.80-
2019	881,867.47	697.71-	26,045.24	29,236.02	460,420.22	447,492.49	50.71	406.44-
2018	358,539.36	.00	3,917.67	15,951.01	128,904.57	233,552.46	35.56	346.96-
2017	227,821.65	.00	2,648.36	6,365.86	58,265.01	172,205.00	25.28	140.24-
2016	182,058.92	17,752.97-	19,291.87-	2,628.75	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,802.86-	1,813.20-	1,164.24	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,551.69-	1,688.11-	1,646.30	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	.00	136.89-	655.44	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	874.86-	1,004.11-	846.82	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	874.86-	1,004.02-	878.87	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	874.86-	903.30-	134.43	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	.00	28.44-	118.48	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	96.42-	124.93-	133.09	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	789.89-	810.25-	0.00	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,240.49-	3,260.85-	3.50	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	754.24-	774.60-	22.04	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	698.46-	718.82-	0.00	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	962.39-	982.75-	11.09	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	977.01-	997.58-	30.20	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	110.16-	129.90-	0.00	773.08	22,124.27	3.38	0.00
2000	20,470.42	659.90-	679.05-	40.66	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,752.22-	3,840.90-	32.33	2,314.41	79,332.64	2.83	0.00
****	26,660,265.77	36,648.75-	199,516.97	162,158.68	23,861,990.82	2,997,791.92		3,398.39-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS
	-----		-----		-----		-----		-----		-----
CURRENT YEAR	3,391,107,862		30,515,573		3,421,623,435		0.717600		24,113,561.04		26,532
	-----		-----		-----		-----		-----		-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD		LEVY PAID		PAID YTD		BALANCE	COLL %	YTD UNCOLL

2020	23,908,465.77	177.76-	205,095.27		102,259.55		23,073,974.10		1,039,586.94	95.69	168.80-
	ADJUSTMENT REFUNDS	2,010.13-	74,832.40-								
2019	879,229.02	697.71-	12,122.33		22,290.07		450,835.82		440,515.53	50.58	406.44-
	ADJUSTMENT REFUNDS	1,496.96-	13,992.47-								
2018	350,539.61	.00	2,031.91-		10,001.43		114,955.24		233,552.46	32.98	346.96-
	ADJUSTMENT REFUNDS	.00	1,795.67-								
2017	223,790.66	.00	358.32-		3,359.18		51,227.34		172,205.00	22.93	140.24-
	ADJUSTMENT REFUNDS	.00	403.36-								
2016	182,058.92	17,752.97-	19,291.87-		2,628.75		35,262.08		127,504.97	21.66	1,704.20-
	ADJUSTMENT REFUNDS	.00	32.70-								
2015	133,898.07	1,802.86-	1,813.20-		1,164.24		22,481.95		109,602.92	17.02	128.47-
2014	113,597.10	1,551.69-	1,688.11-		1,646.30		16,154.01		95,754.98	14.43	136.42-
2013	89,492.45	.00	136.89-		655.44		13,475.87		75,879.69	15.08	136.89-
2012	88,081.44	874.86-	1,004.11-		846.82		14,256.21		72,821.12	16.37	129.25-
2011	80,430.71	874.86-	1,004.02-		878.87		7,964.85		71,461.84	10.03	100.72-
2010	77,311.33	874.86-	903.30-		134.43		5,856.90		70,551.13	7.67	0.00
2009	74,906.82	.00	28.44-		118.48		4,638.84		70,239.54	6.20	0.00
2008	60,733.71	96.42-	124.93-		133.09		4,248.66		56,360.12	7.01	0.00
2007	53,283.37	789.89-	810.25-		0.00		3,187.46		49,285.66	6.07	0.00
2006	49,700.57	3,240.49-	3,260.85-		3.50		2,387.27		44,052.45	5.14	0.00
2005	43,366.19	754.24-	774.60-		22.04		2,328.84		40,262.75	5.47	0.00
2004	42,793.04	698.46-	718.82-		0.00		1,982.93		40,091.29	4.71	0.00
2003	33,659.51	962.39-	982.75-		11.09		1,018.23		31,658.53	3.12	0.00
2002	31,272.67	977.01-	997.58-		30.20		1,104.93		29,170.16	3.65	0.00
2001	23,027.25	110.16-	129.90-		0.00		773.08		22,124.27	3.38	0.00
2000	20,470.42	659.90-	679.05-		40.66		990.40		18,800.97	5.00	0.00
1999	85,487.95	3,752.22-	3,840.90-		32.33		2,314.41		79,332.64	2.83	0.00
****	26,645,596.58	36,648.75-	176,637.80		146,256.47		23,831,419.42		2,990,814.96		3,398.39-
	ADJUSTMENT REFUNDS	3,507.09-	91,056.60-								

08/04/2021 11:08:4
TC168

3802033

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

AG ROLLBACK ONLY

PAGE: 13

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2019	2,638.45	.00	13,922.91	6,945.95	9,584.40	6,976.96	57.87	0.00
ADJUSTMENT REFUNDS		1,496.96-	13,992.47-					
2018	7,999.75	.00	5,949.58	5,949.58	13,949.33	0.00		0.00
ADJUSTMENT REFUNDS		.00	1,795.67-					
2017	4,030.99	.00	3,006.68	3,006.68	7,037.67	0.00		0.00
ADJUSTMENT REFUNDS		.00	403.36-					
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
ADJUSTMENT REFUNDS		.00	32.70-					
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	.00	22,879.17	15,902.21	30,571.40	6,976.96		0.00
ADJUSTMENT REFUNDS		1,496.96-	16,224.20-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2021 TO 07/31/2021

INCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	0.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2020	23,908,465.77	177.76-	205,095.27	102,259.55	23,073,974.10	1,039,586.94	95.69	168.80-
	ADJUSTMENT REFUNDS	2,010.13-	74,832.40-					
2019	881,867.47	697.71-	26,045.24	29,236.02	460,420.22	447,492.49	50.71	406.44-
	ADJUSTMENT REFUNDS	1,496.96-	13,992.47-					
2018	358,539.36	.00	3,917.67	15,951.01	128,904.57	233,552.46	35.56	346.96-
	ADJUSTMENT REFUNDS	.00	1,795.67-					
2017	227,821.65	.00	2,648.36	6,365.86	58,265.01	172,205.00	25.28	140.24-
	ADJUSTMENT REFUNDS	.00	403.36-					
2016	182,058.92	17,752.97-	19,291.87-	2,628.75	35,262.08	127,504.97	21.66	1,704.20-
	ADJUSTMENT REFUNDS	.00	32.70-					
2015	133,898.07	1,802.86-	1,813.20-	1,164.24	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,551.69-	1,688.11-	1,646.30	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	.00	136.89-	655.44	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	874.86-	1,004.11-	846.82	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	874.86-	1,004.02-	878.87	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	874.86-	903.30-	134.43	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	.00	28.44-	118.48	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	96.42-	124.93-	133.09	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	789.89-	810.25-	0.00	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,240.49-	3,260.85-	3.50	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	754.24-	774.60-	22.04	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	698.46-	718.82-	0.00	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	962.39-	982.75-	11.09	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	977.01-	997.58-	30.20	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	110.16-	129.90-	0.00	773.08	22,124.27	3.38	0.00
2000	20,470.42	659.90-	679.05-	40.66	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,752.22-	3,840.90-	32.33	2,314.41	79,332.64	2.83	0.00
****	26,660,265.77	36,648.75-	199,516.97	162,158.68	23,861,990.82	2,997,791.92		3,398.39-
	ADJUSTMENT REFUNDS	3,507.09-	91,056.60-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 07/31/2021

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	205,095.27	205,095.27	23,073,974.10	23,073,974.10	1,039,586.94	95.69	168.80-
2019	879,229.02	12,122.33	12,122.33	450,835.82	450,835.82	440,515.53	50.58	406.44-
2018	350,539.61	2,031.91-	2,031.91-	114,955.24	114,955.24	233,552.46	32.98	346.96-
2017	223,790.66	358.32-	358.32-	51,227.34	51,227.34	172,205.00	22.93	140.24-
2016	182,058.92	19,291.87-	19,291.87-	35,262.08	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	22,481.95	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,688.11-	1,688.11-	16,154.01	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	136.89-	136.89-	13,475.87	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	1,004.11-	1,004.11-	14,256.21	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	1,004.02-	1,004.02-	7,964.85	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	903.30-	903.30-	5,856.90	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	28.44-	28.44-	4,638.84	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	124.93-	124.93-	4,248.66	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	810.25-	810.25-	3,187.46	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,260.85-	3,260.85-	2,387.27	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	774.60-	774.60-	2,328.84	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	718.82-	718.82-	1,982.93	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	982.75-	982.75-	1,018.23	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	997.58-	997.58-	1,104.93	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	129.90-	129.90-	773.08	773.08	22,124.27	3.38	0.00
2000	20,470.42	679.05-	679.05-	990.40	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,840.90-	3,840.90-	2,314.41	2,314.41	79,332.64	2.83	0.00
****	26,645,596.58	176,637.80	176,637.80	23,831,419.42	23,831,419.42	2,990,814.96		3,398.39-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 07/31/2021

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	205,095.27	205,095.27	23,073,974.10	23,073,974.10	1,039,586.94	95.69	168.80-
2019	881,867.47	26,045.24	26,045.24	460,420.22	460,420.22	447,492.49	50.71	406.44-
2018	358,539.36	3,917.67	3,917.67	128,904.57	128,904.57	233,552.46	35.56	346.96-
2017	227,821.65	2,648.36	2,648.36	58,265.01	58,265.01	172,205.00	25.28	140.24-
2016	182,058.92	19,291.87-	19,291.87-	35,262.08	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	22,481.95	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,688.11-	1,688.11-	16,154.01	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	136.89-	136.89-	13,475.87	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	1,004.11-	1,004.11-	14,256.21	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	1,004.02-	1,004.02-	7,964.85	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	903.30-	903.30-	5,856.90	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	28.44-	28.44-	4,638.84	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	124.93-	124.93-	4,248.66	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	810.25-	810.25-	3,187.46	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,260.85-	3,260.85-	2,387.27	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	774.60-	774.60-	2,328.84	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	718.82-	718.82-	1,982.93	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	982.75-	982.75-	1,018.23	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	997.58-	997.58-	1,104.93	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	129.90-	129.90-	773.08	773.08	22,124.27	3.38	0.00
2000	20,470.42	679.05-	679.05-	990.40	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,840.90-	3,840.90-	2,314.41	2,314.41	79,332.64	2.83	0.00
****	26,660,265.77	199,516.97	199,516.97	23,861,990.82	23,861,990.82	2,997,791.92		3,398.39-

08/03/2021 19:27:53 3801574
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,234,741.96	.00	177,682.86	1,337,578.34-	17,074,846.48	17,345.81	.00	.00	18,429,770.63
	I & S	.150500	4,839,232.14	.00	47,153.93	354,973.49-	4,531,412.58	.00	.00	.00	4,886,386.07
	TOTAL	.717600	23,073,974.10	.00	224,836.79	1,692,551.83-	21,606,259.06	17,345.81	.00	.00	23,316,156.70
2019	M & O	.567100	356,283.33	.00	79,825.45	1,943.26-	434,165.52	74,637.30	.00	.00	510,746.08
	I & S	.150500	94,552.49	.00	21,184.30	515.71-	115,221.08	.00	.00	.00	115,736.79
	TOTAL	.717600	450,835.82	.00	101,009.75	2,458.97-	549,386.60	74,637.30	.00	.00	626,482.87
2018	M & O	.567100	100,448.74	.00	34,795.63	63.44-	135,180.93	20,942.94	.00	.00	156,187.31
	I & S	.081900	14,506.50	.00	5,025.01	9.16-	19,522.35	.00	.00	.00	19,531.51
	TOTAL	.649000	114,955.24	.00	39,820.64	72.60-	154,703.28	20,942.94	.00	.00	175,718.82
2017	M & O	.567100	44,762.67	.00	20,004.54	.00	64,767.21	9,868.00	.00	.00	74,635.21
	I & S	.081900	6,464.67	.00	2,888.97	.00	9,353.64	.00	.00	.00	9,353.64
	TOTAL	.649000	51,227.34	.00	22,893.51	.00	74,120.85	9,868.00	.00	.00	83,988.85
2016	M & O	.582100	31,385.37	.00	17,220.93	.00	48,606.30	7,026.22	.00	.00	55,632.52
	I & S	.071900	3,876.71	.00	2,127.06	.00	6,003.77	.00	.00	.00	6,003.77
	TOTAL	.654000	35,262.08	.00	19,347.99	.00	54,610.07	7,026.22	.00	.00	61,636.29
2015	M & O	.582100	20,010.27	.00	13,014.46	.00	33,024.73	4,685.26	.00	.00	37,709.99
	I & S	.071900	2,471.68	.00	1,607.52	.00	4,079.20	.00	.00	.00	4,079.20
	TOTAL	.654000	22,481.95	.00	14,621.98	.00	37,103.93	4,685.26	.00	.00	41,789.19
2014	M & O	.608100	14,445.97	.00	10,912.71	.00	25,358.68	3,468.97	.00	.00	28,827.65
	I & S	.071900	1,708.04	.00	1,290.28	.00	2,998.32	.00	.00	.00	2,998.32
	TOTAL	.680000	16,154.01	.00	12,202.99	.00	28,357.00	3,468.97	.00	.00	31,825.97
2013	M & O	.605000	11,989.52	.00	10,075.17	.00	22,064.69	2,679.99	.00	.00	24,744.68
	I & S	.075000	1,486.35	.00	1,248.92	.00	2,735.27	.00	.00	.00	2,735.27
	TOTAL	.680000	13,475.87	.00	11,324.09	.00	24,799.96	2,679.99	.00	.00	27,479.95
2012	M & O	.602600	12,633.49	.00	12,284.17	.00	24,917.66	3,178.43	.00	.00	28,096.09
	I & S	.077400	1,622.72	.00	1,577.81	.00	3,200.53	.00	.00	.00	3,200.53
	TOTAL	.680000	14,256.21	.00	13,861.98	.00	28,118.19	3,178.43	.00	.00	31,296.62
2011	M & O	.602100	7,052.41	.00	7,324.88	.00	14,377.29	1,974.72	.00	.00	16,352.01
	I & S	.077900	912.44	.00	947.68	.00	1,860.12	.00	.00	.00	1,860.12
	TOTAL	.680000	7,964.85	.00	8,272.56	.00	16,237.41	1,974.72	.00	.00	18,212.13
2010	M & O	.601800	5,183.36	.00	5,419.70	.00	10,603.06	1,183.39	.00	.00	11,786.45
	I & S	.078200	673.54	.00	704.27	.00	1,377.81	.00	.00	.00	1,377.81
	TOTAL	.680000	5,856.90	.00	6,123.97	.00	11,980.87	1,183.39	.00	.00	13,164.26
2009	M & O	.601800	4,105.38	.00	4,679.75	.00	8,785.13	960.06	.00	.00	9,745.19
	I & S	.078200	533.46	.00	608.13	.00	1,141.59	.00	.00	.00	1,141.59
	TOTAL	.680000	4,638.84	.00	5,287.88	.00	9,926.72	960.06	.00	.00	10,886.78

08/03/2021 19:27:53 3801574
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 50
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	3,756.96	.00	4,563.07	.00	8,320.03	922.68	.00	.00	9,242.71
	I & S	.078910	491.70	.00	597.18	.00	1,088.88	.00	.00	.00	1,088.88
	TOTAL	.681850	4,248.66	.00	5,160.25	.00	9,408.91	922.68	.00	.00	10,331.59
2007	M & O	.596130	2,781.56	.00	3,587.00	.00	6,368.56	667.20	.00	.00	7,035.76
	I & S	.086990	405.90	.00	523.39	.00	929.29	.00	.00	.00	929.29
	TOTAL	.683120	3,187.46	.00	4,110.39	.00	7,297.85	667.20	.00	.00	7,965.05
2006	M & O	.593130	2,072.78	.00	3,233.04	.00	5,305.82	671.61	.00	.00	5,977.43
	I & S	.089990	314.49	.00	490.49	.00	804.98	.00	.00	.00	804.98
	TOTAL	.683120	2,387.27	.00	3,723.53	.00	6,110.80	671.61	.00	.00	6,782.41
2005	M & O	.593130	2,022.06	.00	3,353.22	.00	5,375.28	722.35	.00	.00	6,097.63
	I & S	.089990	306.78	.00	508.80	.00	815.58	.00	.00	.00	815.58
	TOTAL	.683120	2,328.84	.00	3,862.02	.00	6,190.86	722.35	.00	.00	6,913.21
2004	M & O	.601650	1,746.43	.00	2,936.50	.00	4,682.93	469.20	.00	.00	5,152.13
	I & S	.081470	236.50	.00	397.63	.00	634.13	.00	.00	.00	634.13
	TOTAL	.683120	1,982.93	.00	3,334.13	.00	5,317.06	469.20	.00	.00	5,786.26
2003	M & O	.596220	888.70	.00	1,576.41	.00	2,465.11	241.94	.00	.00	2,707.05
	I & S	.086900	129.53	.00	229.77	.00	359.30	.00	.00	.00	359.30
	TOTAL	.683120	1,018.23	.00	1,806.18	.00	2,824.41	241.94	.00	.00	3,066.35
2002	M & O	.590210	945.11	.00	1,690.02	.00	2,635.13	241.26	.00	.00	2,876.39
	I & S	.099790	159.82	.00	285.74	.00	445.56	.00	.00	.00	445.56
	TOTAL	.690000	1,104.93	.00	1,975.76	.00	3,080.69	241.26	.00	.00	3,321.95
2001	M & O	.564720	659.16	.00	1,366.59	.00	2,025.75	151.71	.00	.00	2,177.46
	I & S	.097590	113.92	.00	236.16	.00	350.08	.00	.00	.00	350.08
	TOTAL	.662310	773.08	.00	1,602.75	.00	2,375.83	151.71	.00	.00	2,527.54
2000	M & O	.533960	823.31	.00	1,699.13	.00	2,522.44	249.96	.00	.00	2,772.40
	I & S	.108350	167.09	.00	344.77	.00	511.86	.00	.00	.00	511.86
	TOTAL	.642310	990.40	.00	2,043.90	.00	3,034.30	249.96	.00	.00	3,284.26
1999	M & O	.529360	613.59	.00	1,438.25	.00	2,051.84	295.11	.00	.00	2,346.95
	I & S	.112950	130.92	.00	306.90	.00	437.82	.00	.00	.00	437.82
	TOTAL	.642310	744.51	.00	1,745.15	.00	2,489.66	295.11	.00	.00	2,784.77
1998	M & O	.505610	193.40	.00	537.83	.00	731.23	136.67	.00	.00	867.90
	I & S	.124390	47.58	.00	132.31	.00	179.89	.00	.00	.00	179.89
	TOTAL	.630000	240.98	.00	670.14	.00	911.12	136.67	.00	.00	1,047.79
1997	M & O	.524810	437.78	.00	1,148.97	.00	1,586.75	240.76	.00	.00	1,827.51
	I & S	.075190	62.74	.00	164.61	.00	227.35	.00	.00	.00	227.35
	TOTAL	.600000	500.52	.00	1,313.58	.00	1,814.10	240.76	.00	.00	2,054.86

08/03/2021 19:27:53 3801574
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 51
 EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	241.74	.00	667.04	.00	908.78	142.49	.00	.00	1,051.27
	I & S	.083910	39.31	.00	108.46	.00	147.77	.00	.00	.00	147.77
	TOTAL	.600000	281.05	.00	775.50	.00	1,056.55	142.49	.00	.00	1,199.04
1995	M & O	.510030	142.59	.00	446.30	.00	588.89	103.92	.00	.00	692.81
	I & S	.089970	25.15	.00	78.73	.00	103.88	.00	.00	.00	103.88
	TOTAL	.600000	167.74	.00	525.03	.00	692.77	103.92	.00	.00	796.69
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	9.94	.00	25.42	.00	35.36	.00	.00	.00	35.36
	I & S	.112360	2.49	.00	6.38	.00	8.87	.00	.00	.00	8.87
	TOTAL	.560000	12.43	.00	31.80	.00	44.23	.00	.00	.00	44.23
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
ALL	M & O		18,860,681.97	.00	422,568.32	1,339,585.04-	17,943,665.25	153,454.68	.00	.00	19,436,704.97
ALL	I & S		4,970,737.45	.00	90,993.59	355,498.36-	4,706,232.68	.00	.00	.00	5,061,731.04
ALL	TOTAL		23,831,419.42	.00	513,561.91	1,695,083.40-	22,649,897.93	153,454.68	.00	.00	24,498,436.01
DLQ	M & O		625,940.01	.00	244,885.46	2,006.70-	868,818.77	136,108.87	.00	.00	1,006,934.34
DLQ	I & S		131,505.31	.00	43,839.66	524.87-	174,820.10	.00	.00	.00	175,344.97
DLQ	TOTAL		757,445.32	.00	288,725.12	2,531.57-	1,043,638.87	136,108.87	.00	.00	1,182,279.31
CURR	M & O		18,234,741.96	.00	177,682.86	1,337,578.34-	17,074,846.48	17,345.81	.00	.00	18,429,770.63
CURR	I & S		4,839,232.14	.00	47,153.93	354,973.49-	4,531,412.58	.00	.00	.00	4,886,386.07
CURR	TOTAL		23,073,974.10	.00	224,836.79	1,692,551.83-	21,606,259.06	17,345.81	.00	.00	23,316,156.70

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2020 THRU 07/31/2021
JURISDICTION: 0033 CITY OF PHARR

PAGE: 10

[illegible]

08/03/2021 18:38:40 3801571
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 49
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.567100	18,234,741.96	.00	177,682.86	1,337,578.34-	17,074,846.48	17,345.81	.00	.00	18,429,770.63
	I & S	.150500	4,839,232.14	.00	47,153.93	354,973.49-	4,531,412.58	.00	.00	.00	4,886,386.07
	TOTAL	.717600	23,073,974.10	.00	224,836.79	1,692,551.83-	21,606,259.06	17,345.81	.00	.00	23,316,156.70
2019	M & O	.567100	363,857.62	.00	79,825.45	1,943.26-	441,739.81	74,637.30	.00	.00	518,320.37
	I & S	.150500	96,562.60	.00	21,184.30	515.71-	117,231.19	.00	.00	.00	117,746.90
	TOTAL	.717600	460,420.22	.00	101,009.75	2,458.97-	558,971.00	74,637.30	.00	.00	636,067.27
2018	M & O	.567100	112,637.74	.00	35,320.27	63.44-	147,894.57	20,942.94	.00	.00	168,900.95
	I & S	.081900	16,266.83	.00	5,100.78	9.16-	21,358.45	.00	.00	.00	21,367.61
	TOTAL	.649000	128,904.57	.00	40,421.05	72.60-	169,253.02	20,942.94	.00	.00	190,268.56
2017	M & O	.567100	50,912.22	.00	20,004.54	.00	70,916.76	9,868.00	.00	.00	80,784.76
	I & S	.081900	7,352.79	.00	2,888.97	.00	10,241.76	.00	.00	.00	10,241.76
	TOTAL	.649000	58,265.01	.00	22,893.51	.00	81,158.52	9,868.00	.00	.00	91,026.52
2016	M & O	.582100	31,385.37	.00	17,220.93	.00	48,606.30	7,026.22	.00	.00	55,632.52
	I & S	.071900	3,876.71	.00	2,127.06	.00	6,003.77	.00	.00	.00	6,003.77
	TOTAL	.654000	35,262.08	.00	19,347.99	.00	54,610.07	7,026.22	.00	.00	61,636.29
2015	M & O	.582100	20,010.27	.00	13,014.46	.00	33,024.73	4,685.26	.00	.00	37,709.99
	I & S	.071900	2,471.68	.00	1,607.52	.00	4,079.20	.00	.00	.00	4,079.20
	TOTAL	.654000	22,481.95	.00	14,621.98	.00	37,103.93	4,685.26	.00	.00	41,789.19
2014	M & O	.608100	14,445.97	.00	10,912.71	.00	25,358.68	3,468.97	.00	.00	28,827.65
	I & S	.071900	1,708.04	.00	1,290.28	.00	2,998.32	.00	.00	.00	2,998.32
	TOTAL	.680000	16,154.01	.00	12,202.99	.00	28,357.00	3,468.97	.00	.00	31,825.97
2013	M & O	.605000	11,989.52	.00	10,075.17	.00	22,064.69	2,679.99	.00	.00	24,744.68
	I & S	.075000	1,486.35	.00	1,248.92	.00	2,735.27	.00	.00	.00	2,735.27
	TOTAL	.680000	13,475.87	.00	11,324.09	.00	24,799.96	2,679.99	.00	.00	27,479.95
2012	M & O	.602600	12,633.49	.00	12,284.17	.00	24,917.66	3,178.43	.00	.00	28,096.09
	I & S	.077400	1,622.72	.00	1,577.81	.00	3,200.53	.00	.00	.00	3,200.53
	TOTAL	.680000	14,256.21	.00	13,861.98	.00	28,118.19	3,178.43	.00	.00	31,296.62
2011	M & O	.602100	7,052.41	.00	7,324.88	.00	14,377.29	1,974.72	.00	.00	16,352.01
	I & S	.077900	912.44	.00	947.68	.00	1,860.12	.00	.00	.00	1,860.12
	TOTAL	.680000	7,964.85	.00	8,272.56	.00	16,237.41	1,974.72	.00	.00	18,212.13
2010	M & O	.601800	5,183.36	.00	5,419.70	.00	10,603.06	1,183.39	.00	.00	11,786.45
	I & S	.078200	673.54	.00	704.27	.00	1,377.81	.00	.00	.00	1,377.81
	TOTAL	.680000	5,856.90	.00	6,123.97	.00	11,980.87	1,183.39	.00	.00	13,164.26
2009	M & O	.601800	4,105.38	.00	4,679.75	.00	8,785.13	960.06	.00	.00	9,745.19
	I & S	.078200	533.46	.00	608.13	.00	1,141.59	.00	.00	.00	1,141.59
	TOTAL	.680000	4,638.84	.00	5,287.88	.00	9,926.72	960.06	.00	.00	10,886.78

08/03/2021 18:38:40 3801571
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 50
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2008	M & O	.602940	3,756.96	.00	4,563.07	.00	8,320.03	922.68	.00	.00	9,242.71
	I & S	.078910	491.70	.00	597.18	.00	1,088.88	.00	.00	.00	1,088.88
	TOTAL	.681850	4,248.66	.00	5,160.25	.00	9,408.91	922.68	.00	.00	10,331.59
2007	M & O	.596130	2,781.56	.00	3,587.00	.00	6,368.56	667.20	.00	.00	7,035.76
	I & S	.086990	405.90	.00	523.39	.00	929.29	.00	.00	.00	929.29
	TOTAL	.683120	3,187.46	.00	4,110.39	.00	7,297.85	667.20	.00	.00	7,965.05
2006	M & O	.593130	2,072.78	.00	3,233.04	.00	5,305.82	671.61	.00	.00	5,977.43
	I & S	.089990	314.49	.00	490.49	.00	804.98	.00	.00	.00	804.98
	TOTAL	.683120	2,387.27	.00	3,723.53	.00	6,110.80	671.61	.00	.00	6,782.41
2005	M & O	.593130	2,022.06	.00	3,353.22	.00	5,375.28	722.35	.00	.00	6,097.63
	I & S	.089990	306.78	.00	508.80	.00	815.58	.00	.00	.00	815.58
	TOTAL	.683120	2,328.84	.00	3,862.02	.00	6,190.86	722.35	.00	.00	6,913.21
2004	M & O	.601650	1,746.43	.00	2,936.50	.00	4,682.93	469.20	.00	.00	5,152.13
	I & S	.081470	236.50	.00	397.63	.00	634.13	.00	.00	.00	634.13
	TOTAL	.683120	1,982.93	.00	3,334.13	.00	5,317.06	469.20	.00	.00	5,786.26
2003	M & O	.596220	888.70	.00	1,576.41	.00	2,465.11	241.94	.00	.00	2,707.05
	I & S	.086900	129.53	.00	229.77	.00	359.30	.00	.00	.00	359.30
	TOTAL	.683120	1,018.23	.00	1,806.18	.00	2,824.41	241.94	.00	.00	3,066.35
2002	M & O	.590210	945.11	.00	1,690.02	.00	2,635.13	241.26	.00	.00	2,876.39
	I & S	.099790	159.82	.00	285.74	.00	445.56	.00	.00	.00	445.56
	TOTAL	.690000	1,104.93	.00	1,975.76	.00	3,080.69	241.26	.00	.00	3,321.95
2001	M & O	.564720	659.16	.00	1,366.59	.00	2,025.75	151.71	.00	.00	2,177.46
	I & S	.097590	113.92	.00	236.16	.00	350.08	.00	.00	.00	350.08
	TOTAL	.662310	773.08	.00	1,602.75	.00	2,375.83	151.71	.00	.00	2,527.54
2000	M & O	.533960	823.31	.00	1,699.13	.00	2,522.44	249.96	.00	.00	2,772.40
	I & S	.108350	167.09	.00	344.77	.00	511.86	.00	.00	.00	511.86
	TOTAL	.642310	990.40	.00	2,043.90	.00	3,034.30	249.96	.00	.00	3,284.26
1999	M & O	.529360	613.59	.00	1,438.25	.00	2,051.84	295.11	.00	.00	2,346.95
	I & S	.112950	130.92	.00	306.90	.00	437.82	.00	.00	.00	437.82
	TOTAL	.642310	744.51	.00	1,745.15	.00	2,489.66	295.11	.00	.00	2,784.77
1998	M & O	.505610	193.40	.00	537.83	.00	731.23	136.67	.00	.00	867.90
	I & S	.124390	47.58	.00	132.31	.00	179.89	.00	.00	.00	179.89
	TOTAL	.630000	240.98	.00	670.14	.00	911.12	136.67	.00	.00	1,047.79
1997	M & O	.524810	437.78	.00	1,148.97	.00	1,586.75	240.76	.00	.00	1,827.51
	I & S	.075190	62.74	.00	164.61	.00	227.35	.00	.00	.00	227.35
	TOTAL	.600000	500.52	.00	1,313.58	.00	1,814.10	240.76	.00	.00	2,054.86

08/03/2021 18:38:40 3801571
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2020 THRU 07/31/2021
 JURISDICTION: 0033 CITY OF PHARR

PAGE: 51
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1996	M & O	.516090	241.74	.00	667.04	.00	908.78	142.49	.00	.00	1,051.27
	I & S	.083910	39.31	.00	108.46	.00	147.77	.00	.00	.00	147.77
	TOTAL	.600000	281.05	.00	775.50	.00	1,056.55	142.49	.00	.00	1,199.04
1995	M & O	.510030	142.59	.00	446.30	.00	588.89	103.92	.00	.00	692.81
	I & S	.089970	25.15	.00	78.73	.00	103.88	.00	.00	.00	103.88
	TOTAL	.600000	167.74	.00	525.03	.00	692.77	103.92	.00	.00	796.69
1994	M & O	.471740	131.88	.00	428.61	.00	560.49	101.59	.00	.00	662.08
	I & S	.098260	27.47	.00	89.28	.00	116.75	.00	.00	.00	116.75
	TOTAL	.570000	159.35	.00	517.89	.00	677.24	101.59	.00	.00	778.83
1992	M & O	.447640	9.94	.00	25.42	.00	35.36	.00	.00	.00	35.36
	I & S	.112360	2.49	.00	6.38	.00	8.87	.00	.00	.00	8.87
	TOTAL	.560000	12.43	.00	31.80	.00	44.23	.00	.00	.00	44.23
1991	M & O	.464340	106.57	.00	384.73	.00	491.30	88.88	.00	.00	580.18
	I & S	.095660	21.96	.00	79.26	.00	101.22	.00	.00	.00	101.22
	TOTAL	.560000	128.53	.00	463.99	.00	592.52	88.88	.00	.00	681.40
1990	M & O	.473940	65.94	.00	245.94	.00	311.88	56.26	.00	.00	368.14
	I & S	.096060	13.36	.00	49.85	.00	63.21	.00	.00	.00	63.21
	TOTAL	.570000	79.30	.00	295.79	.00	375.09	56.26	.00	.00	431.35
ALL	M & O		18,886,594.81	.00	423,092.96	1,339,585.04-	17,970,102.73	153,454.68	.00	.00	19,463,142.45
ALL	I & S		4,975,396.01	.00	91,069.36	355,498.36-	4,710,967.01	.00	.00	.00	5,066,465.37
ALL	TOTAL		23,861,990.82	.00	514,162.32	1,695,083.40-	22,681,069.74	153,454.68	.00	.00	24,529,607.82
DLQ	M & O		651,852.85	.00	245,410.10	2,006.70-	895,256.25	136,108.87	.00	.00	1,033,371.82
DLQ	I & S		136,163.87	.00	43,915.43	524.87-	179,554.43	.00	.00	.00	180,079.30
DLQ	TOTAL		788,016.72	.00	289,325.53	2,531.57-	1,074,810.68	136,108.87	.00	.00	1,213,451.12
CURR	M & O		18,234,741.96	.00	177,682.86	1,337,578.34-	17,074,846.48	17,345.81	.00	.00	18,429,770.63
CURR	I & S		4,839,232.14	.00	47,153.93	354,973.49-	4,531,412.58	.00	.00	.00	4,886,386.07
CURR	TOTAL		23,073,974.10	.00	224,836.79	1,692,551.83-	21,606,259.06	17,345.81	.00	.00	23,316,156.70

08/03/2021 19:53:3
TC168

3801574

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 07/31/2021

EXCLUDES AG ROLLBACK

PAGE: 22

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	205,095.27	205,095.27	23,073,974.10	23,073,974.10	1,039,586.94	95.69	168.80-
2019	879,229.02	12,122.33	12,122.33	450,835.82	450,835.82	440,515.53	50.58	406.44-
2018	350,539.61	2,031.91-	2,031.91-	114,955.24	114,955.24	233,552.46	32.98	346.96-
2017	223,790.66	358.32-	358.32-	51,227.34	51,227.34	172,205.00	22.93	140.24-
2016	182,058.92	19,291.87-	19,291.87-	35,262.08	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	22,481.95	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,688.11-	1,688.11-	16,154.01	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	136.89-	136.89-	13,475.87	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	1,004.11-	1,004.11-	14,256.21	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	1,004.02-	1,004.02-	7,964.85	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	903.30-	903.30-	5,856.90	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	28.44-	28.44-	4,638.84	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	124.93-	124.93-	4,248.66	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	810.25-	810.25-	3,187.46	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,260.85-	3,260.85-	2,387.27	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	774.60-	774.60-	2,328.84	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	718.82-	718.82-	1,982.93	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	982.75-	982.75-	1,018.23	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	997.58-	997.58-	1,104.93	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	129.90-	129.90-	773.08	773.08	22,124.27	3.38	0.00
2000	20,470.42	679.05-	679.05-	990.40	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,840.90-	3,840.90-	2,314.41	2,314.41	79,332.64	2.83	0.00
****	26,645,596.58	176,637.80	176,637.80	23,831,419.42	23,831,419.42	2,990,814.96		3,398.39-

08/05/2021 11:48:5
TC168

3803005

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 07/31/2021

AG ROLLBACK ONLY

PAGE: 13

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.717600	16,561.36	4
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2019	2,638.45	13,922.91	13,922.91	9,584.40	9,584.40	6,976.96	57.87	0.00
2018	7,999.75	5,949.58	5,949.58	13,949.33	13,949.33	0.00		0.00
2017	4,030.99	3,006.68	3,006.68	7,037.67	7,037.67	0.00		0.00
2016	0.00	.00	0.00	0.00	0.00	0.00		0.00
2015	0.00	.00	0.00	0.00	0.00	0.00		0.00
2014	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	14,669.19	22,879.17	22,879.17	30,571.40	30,571.40	6,976.96		0.00

08/03/2021 19:01:4
TC168

3801571

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 10/01/2020 TO 07/31/2021

INCLUDES AG ROLLBACK

PAGE: 22

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,561.04	26,532
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	205,095.27	205,095.27	23,073,974.10	23,073,974.10	1,039,586.94	95.69	168.80-
2019	881,867.47	26,045.24	26,045.24	460,420.22	460,420.22	447,492.49	50.71	406.44-
2018	358,539.36	3,917.67	3,917.67	128,904.57	128,904.57	233,552.46	35.56	346.96-
2017	227,821.65	2,648.36	2,648.36	58,265.01	58,265.01	172,205.00	25.28	140.24-
2016	182,058.92	19,291.87-	19,291.87-	35,262.08	35,262.08	127,504.97	21.66	1,704.20-
2015	133,898.07	1,813.20-	1,813.20-	22,481.95	22,481.95	109,602.92	17.02	128.47-
2014	113,597.10	1,688.11-	1,688.11-	16,154.01	16,154.01	95,754.98	14.43	136.42-
2013	89,492.45	136.89-	136.89-	13,475.87	13,475.87	75,879.69	15.08	136.89-
2012	88,081.44	1,004.11-	1,004.11-	14,256.21	14,256.21	72,821.12	16.37	129.25-
2011	80,430.71	1,004.02-	1,004.02-	7,964.85	7,964.85	71,461.84	10.03	100.72-
2010	77,311.33	903.30-	903.30-	5,856.90	5,856.90	70,551.13	7.67	0.00
2009	74,906.82	28.44-	28.44-	4,638.84	4,638.84	70,239.54	6.20	0.00
2008	60,733.71	124.93-	124.93-	4,248.66	4,248.66	56,360.12	7.01	0.00
2007	53,283.37	810.25-	810.25-	3,187.46	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,260.85-	3,260.85-	2,387.27	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	774.60-	774.60-	2,328.84	2,328.84	40,262.75	5.47	0.00
2004	42,793.04	718.82-	718.82-	1,982.93	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	982.75-	982.75-	1,018.23	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	997.58-	997.58-	1,104.93	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	129.90-	129.90-	773.08	773.08	22,124.27	3.38	0.00
2000	20,470.42	679.05-	679.05-	990.40	990.40	18,800.97	5.00	0.00
1999	85,487.95	3,840.90-	3,840.90-	2,314.41	2,314.41	79,332.64	2.83	0.00
****	26,660,265.77	199,516.97	199,516.97	23,861,990.82	23,861,990.82	2,997,791.92		3,398.39-

07/24/2021 12:07:1
TC168

3795235

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/24/2021 TO 07/24/2021

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 10/01/2020 END: 09/30/2021 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	3,391,107,862	30,515,573	3,421,623,435	00.717600	24,113,617.12	26,397
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2020	23,908,465.77	.00	205,151.35	0.00	23,031,606.15	1,082,010.97	95.51	168.80-
2019	881,867.47	.00	26,045.24	0.00	451,969.23	455,943.48	49.78	406.44-
2018	358,539.36	.00	3,917.67	0.00	125,992.45	236,464.58	34.76	346.96-
2017	227,821.65	.00	2,648.36	0.00	56,853.28	173,616.73	24.67	140.24-
2016	182,058.92	17,752.97-	19,291.87-	0.00	34,264.59	128,502.46	21.05	1,704.20-
2015	133,898.07	1,802.86-	1,813.20-	0.00	22,303.39	109,781.48	16.89	128.47-
2014	113,597.10	1,551.69-	1,688.11-	0.00	15,981.50	95,927.49	14.28	136.42-
2013	89,492.45	.00	136.89-	0.00	13,284.32	76,071.24	14.87	136.89-
2012	88,081.44	874.86-	1,004.11-	0.00	14,134.61	72,942.72	16.23	129.25-
2011	80,430.71	874.86-	1,004.02-	0.00	7,873.05	71,553.64	9.91	100.72-
2010	77,311.33	874.86-	903.30-	0.00	5,722.47	70,685.56	7.49	0.00
2009	74,906.82	.00	28.44-	0.00	4,547.04	70,331.34	6.07	0.00
2008	60,733.71	96.42-	124.93-	0.00	4,156.61	56,452.17	6.86	0.00
2007	53,283.37	789.89-	810.25-	0.00	3,187.46	49,285.66	6.07	0.00
2006	49,700.57	3,240.49-	3,260.85-	0.00	2,387.27	44,052.45	5.14	0.00
2005	43,366.19	754.24-	774.60-	0.00	2,319.42	40,272.17	5.45	0.00
2004	42,793.04	698.46-	718.82-	0.00	1,982.93	40,091.29	4.71	0.00
2003	33,659.51	962.39-	982.75-	0.00	1,018.23	31,658.53	3.12	0.00
2002	31,272.67	977.01-	997.58-	0.00	1,104.93	29,170.16	3.65	0.00
2001	23,027.25	110.16-	129.90-	0.00	773.08	22,124.27	3.38	0.00
2000	20,470.42	659.90-	679.05-	0.00	978.76	18,812.61	4.95	0.00
1999	85,487.95	3,752.22-	3,840.90-	0.00	2,314.41	79,332.64	2.83	0.00
****	26,660,265.77	35,773.28-	199,573.05	0.00	23,804,755.18	3,055,083.64		3,398.39-

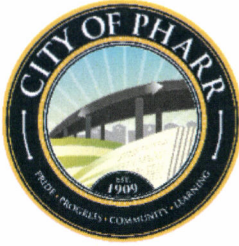
TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 07/01/2021 THRU 07/31/2021

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0032 CITY OF MISSION			1,972.99	262.52	354.65	47.21	0.00	15.48	2,312.16
BY COUNTY 108			1,972.99	262.52	354.65	47.21	0.00	15.48	2,312.16
DELQ FOR 0032 CITY OF MISSION			2,277.45	271.70	924.72	105.77	0.00	18.86	3,183.31
BY COUNTY 108			2,277.45	271.70	924.72	105.77	0.00	18.86	3,183.31
TOTAL FOR 0032 CITY OF MISSION			4,250.44	534.22	1,279.37	152.98	0.00	34.34	5,495.47
BY COUNTY 108			4,250.44	534.22	1,279.37	152.98	0.00	34.34	5,495.47
CURR FOR 0033 CITY OF PHARR			1,156.05	105.12	207.15	18.83	0.00	6.22	1,356.98
BY COUNTY 108			1,156.05	105.12	207.15	18.83	0.00	6.22	1,356.98
DELQ FOR 0033 CITY OF PHARR			678.73	81.92	234.36	27.36	0.00	5.46	907.63
BY COUNTY 108			678.73	81.92	234.36	27.36	0.00	5.46	907.63
TOTAL FOR 0033 CITY OF PHARR			1,834.78	187.04	441.51	46.19	0.00	11.68	2,264.61
BY COUNTY 108			1,834.78	187.04	441.51	46.19	0.00	11.68	2,264.61
CURR FOR 0035 CITY OF LA JOYA			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0035 CITY OF LA JOYA			131.15	18.23	63.88	8.46	0.00	1.33	193.70
BY COUNTY 108			131.15	18.23	63.88	8.46	0.00	1.33	193.70
TOTAL FOR 0035 CITY OF LA JOYA			131.15	18.23	63.88	8.46	0.00	1.33	193.70
BY COUNTY 108			131.15	18.23	63.88	8.46	0.00	1.33	193.70
CURR FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0036 CITY OF PROGRESO			256.37	23.31	76.91	6.99	0.00	1.52	331.76
BY COUNTY 108			256.37	23.31	76.91	6.99	0.00	1.52	331.76
TOTAL FOR 0036 CITY OF PROGRESO			256.37	23.31	76.91	6.99	0.00	1.52	331.76
BY COUNTY 108			256.37	23.31	76.91	6.99	0.00	1.52	331.76
CURR FOR 0037 CITY OF SAN JUAN			550.41	50.05	94.79	8.62	0.00	2.95	642.25
BY COUNTY 108			550.41	50.05	94.79	8.62	0.00	2.95	642.25
DELQ FOR 0037 CITY OF SAN JUAN			413.74	43.43	141.00	15.26	0.00	2.93	551.81
BY COUNTY 108			413.74	43.43	141.00	15.26	0.00	2.93	551.81
TOTAL FOR 0037 CITY OF SAN JUAN			964.15	93.48	235.79	23.88	0.00	5.88	1,194.06
BY COUNTY 108			964.15	93.48	235.79	23.88	0.00	5.88	1,194.06
CURR FOR 0039 CITY OF SULLIVAN			0.00	0.00	0.00	0.00	0.00	0.00	0.00
DELQ FOR 0039 CITY OF SULLIVAN			25.72	2.34	7.72	0.70	0.00	0.16	33.28
BY COUNTY 108			25.72	2.34	7.72	0.70	0.00	0.16	33.28
TOTAL FOR 0039 CITY OF SULLIVAN			25.72	2.34	7.72	0.70	0.00	0.16	33.28
BY COUNTY 108			25.72	2.34	7.72	0.70	0.00	0.16	33.28
CURR FOR 0040 CITY OF WESLACO			374.04	41.01	67.34	7.39	0.00	2.39	438.99
BY COUNTY 108			374.04	41.01	67.34	7.39	0.00	2.39	438.99
DELQ FOR 0040 CITY OF WESLACO			414.41	93.26	154.63	30.73	0.00	6.20	562.84
BY COUNTY 108			414.41	93.26	154.63	30.73	0.00	6.20	562.84
TOTAL FOR 0040 CITY OF WESLACO			788.45	134.27	221.97	38.12	0.00	8.59	1,001.83
BY COUNTY 108			788.45	134.27	221.97	38.12	0.00	8.59	1,001.83



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for August 2021.

Classification: Regular

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

Issue:

SALES TAX HIGHLIGHTS

City of Pharr shows an INCREASE of 23.63% YTD TRUE GROWTH compared to last Year 2020 and 32.84% compared to last August 2020 Payments.

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

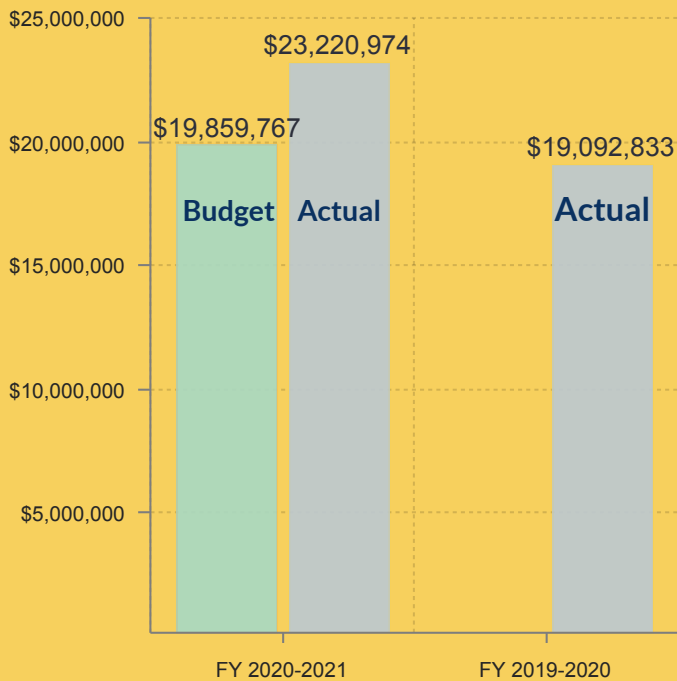
Created/Initiated - 8/13/2021
Approved - 8/13/2021
Approved - 8/13/2021
Final Approval - 8/13/2021



CITY OF PHARR SALES TAXES

August 2021 FY 2020-2021

SALES TAXES COLLECTIONS



23.63% YTD

Increase in Sales Tax from Last Year*

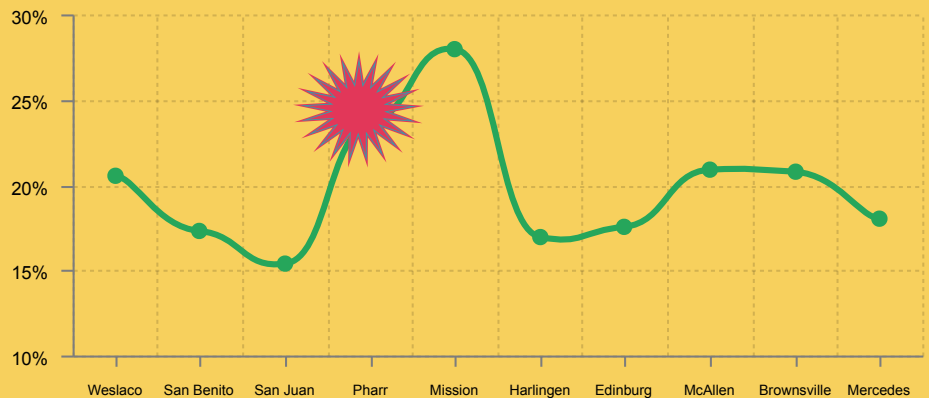


32.84%

Compared to August 2020 Sales Collections

Ranked No. 2

compared to neighbor Cities



*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY
Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED:

MEETING DATE: August 16, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.1.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Las Margaritas Restaurant Inc. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 106 North Cage Boulevard. **CUP#210740**

Classification: Regular

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

Issue: Las Margaritas Restaurant Inc. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#210740**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera

Roland Gomez

Patricia Rigney

City Management Office

Created/Initiated - 8/11/2021

Approved - 8/11/2021

Approved - 8/11/2021

Final Approval - 8/13/2021



MEMORANDUM

DATE: MONDAY, AUGUST 16, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#210740 (Las Margaritas Restaurant Inc.)
--

GENERAL INFORMATION:

APPLICANT: Las Margaritas Restaurant Inc. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 106 North Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north and west and Heavy Commercial District (H-C) to the east and south. This area is generally designated for commercial the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit
	CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
	HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
	PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Eighteen (18) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

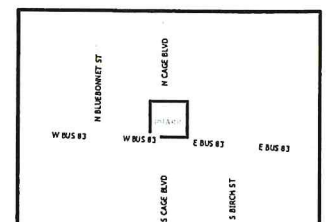
PLANNING & ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

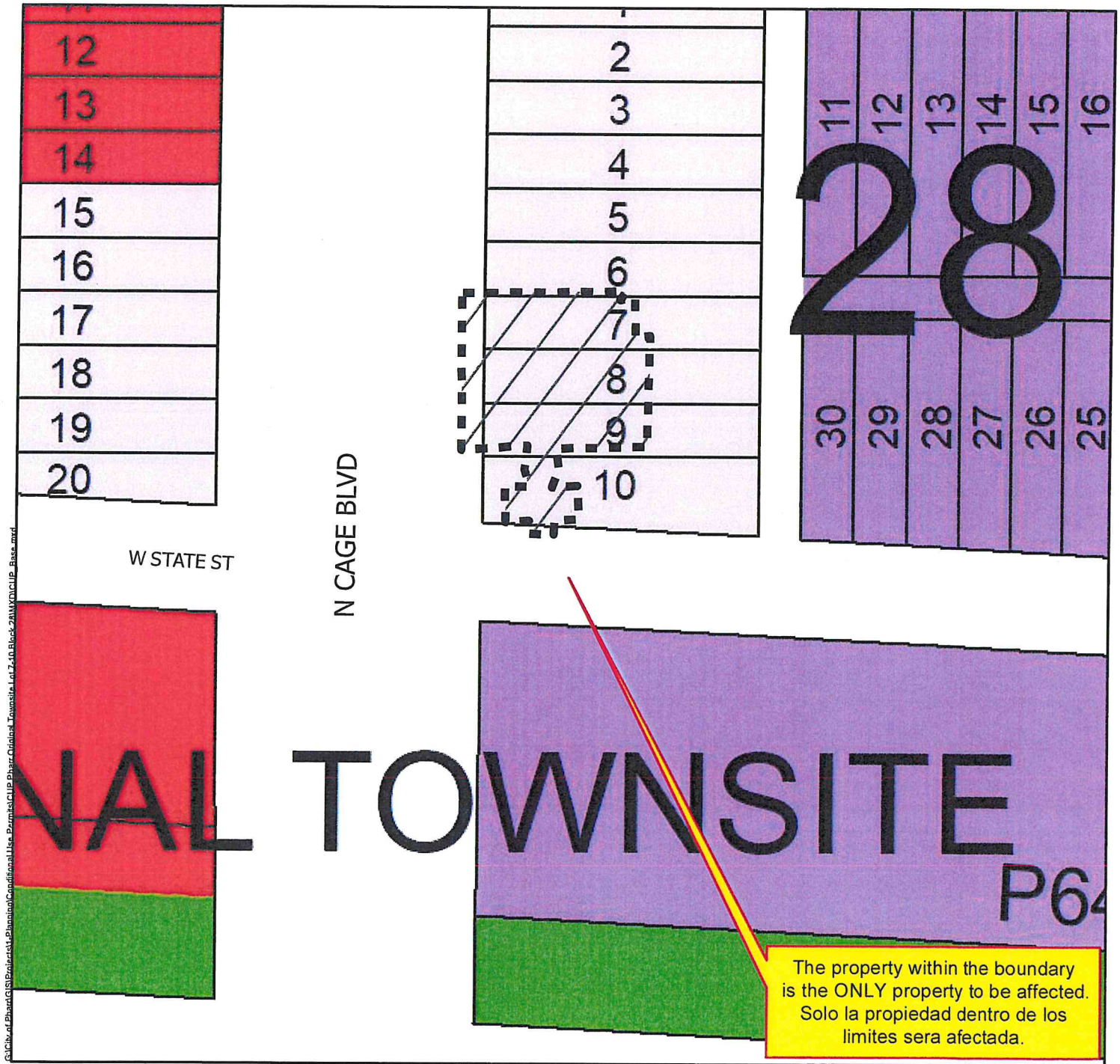


- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

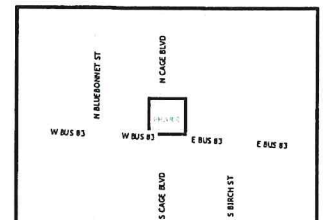
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial

- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development



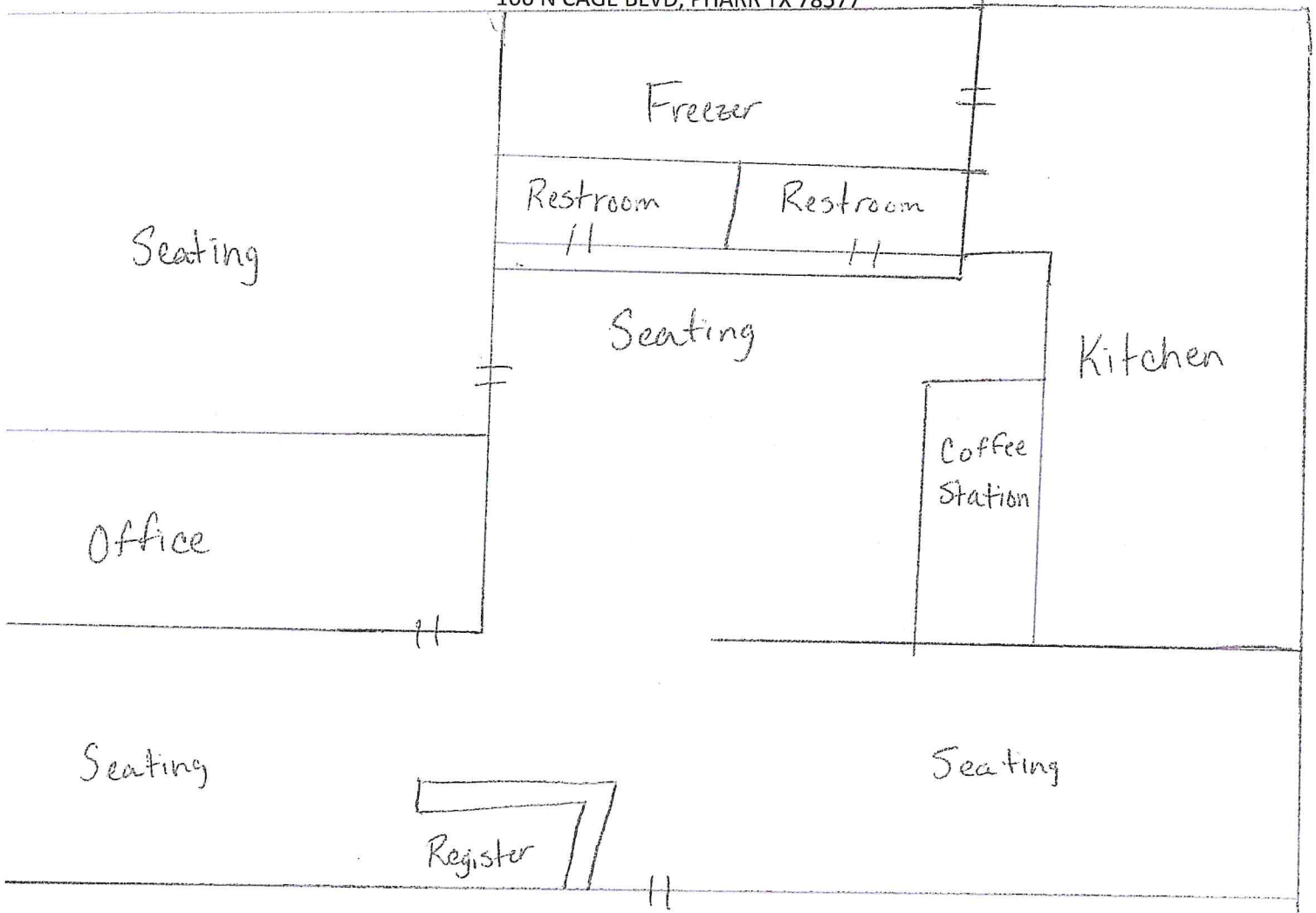


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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



LAS MARGARITAS RESTAURANT, INC

106 N CAGE BLVD, PHARR TX 78577





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.2.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the 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 Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1701 South Cage Boulevard, Suite 105. **CUP#100934**

Classification: Regular

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

Issue: Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#100934**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **approval** of the renewal for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/13/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 16, 2021

Conditional Use Permit **Renewal** for ABC –

Wingstop Restaurant

Background:

Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Wingstop Restaurant.

The property is located at 1701 South Cage Boulevard, Suite 105. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\ADMIN\MY FILES\CUPS\RNWL-WINGSTOP_2010



MEMORANDUM

DATE: MONDAY, AUGUST 16, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES
DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100934 (WINGSTOP)
--

GENERAL INFORMATION:

APPLICANT: Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1701 South Cage Boulevard, Suite 105.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) and High Density Multi-Family Residential District (R-4) to the north, General Business District (C) to the south, Residential Mobile Home District (R-MH) to the east, and General Business District (C) as well as Planned Unit Development (PUD) to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

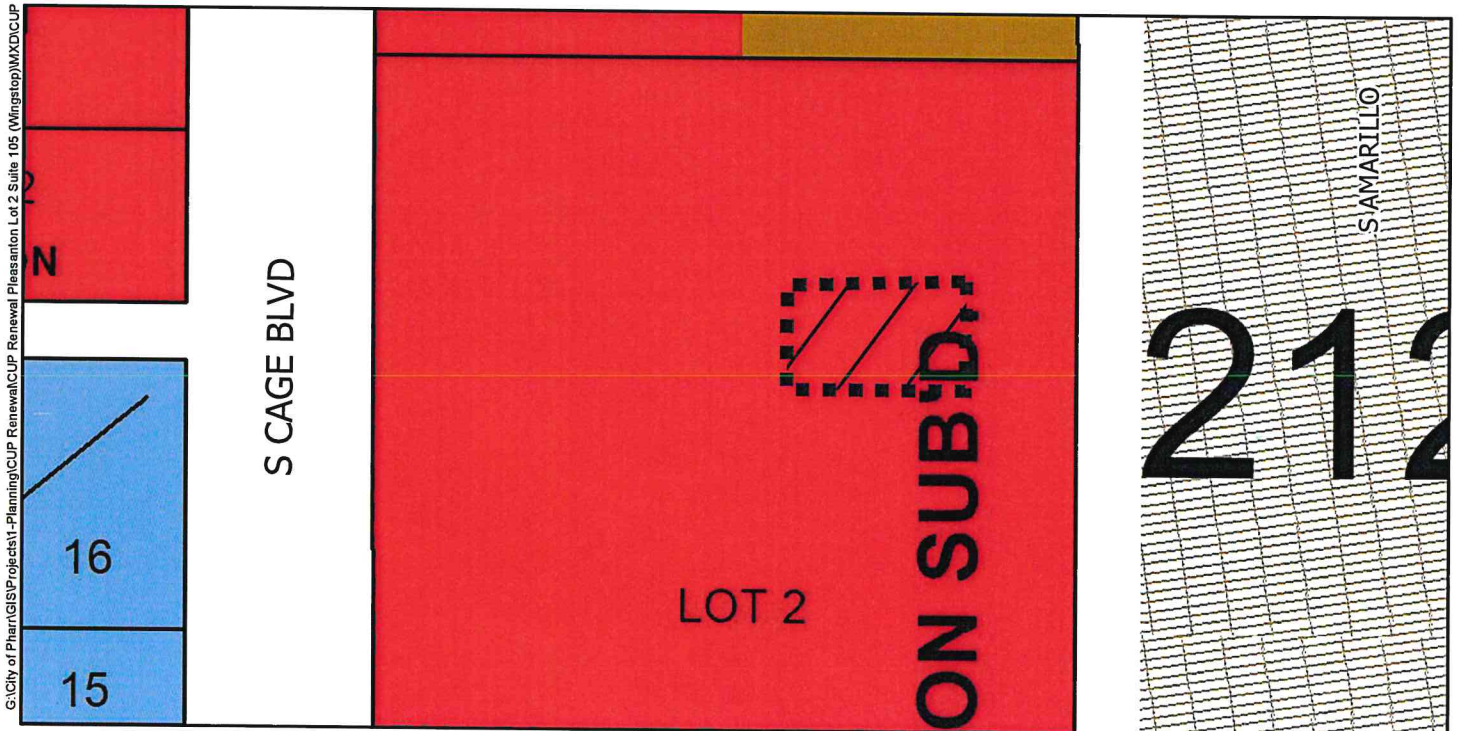
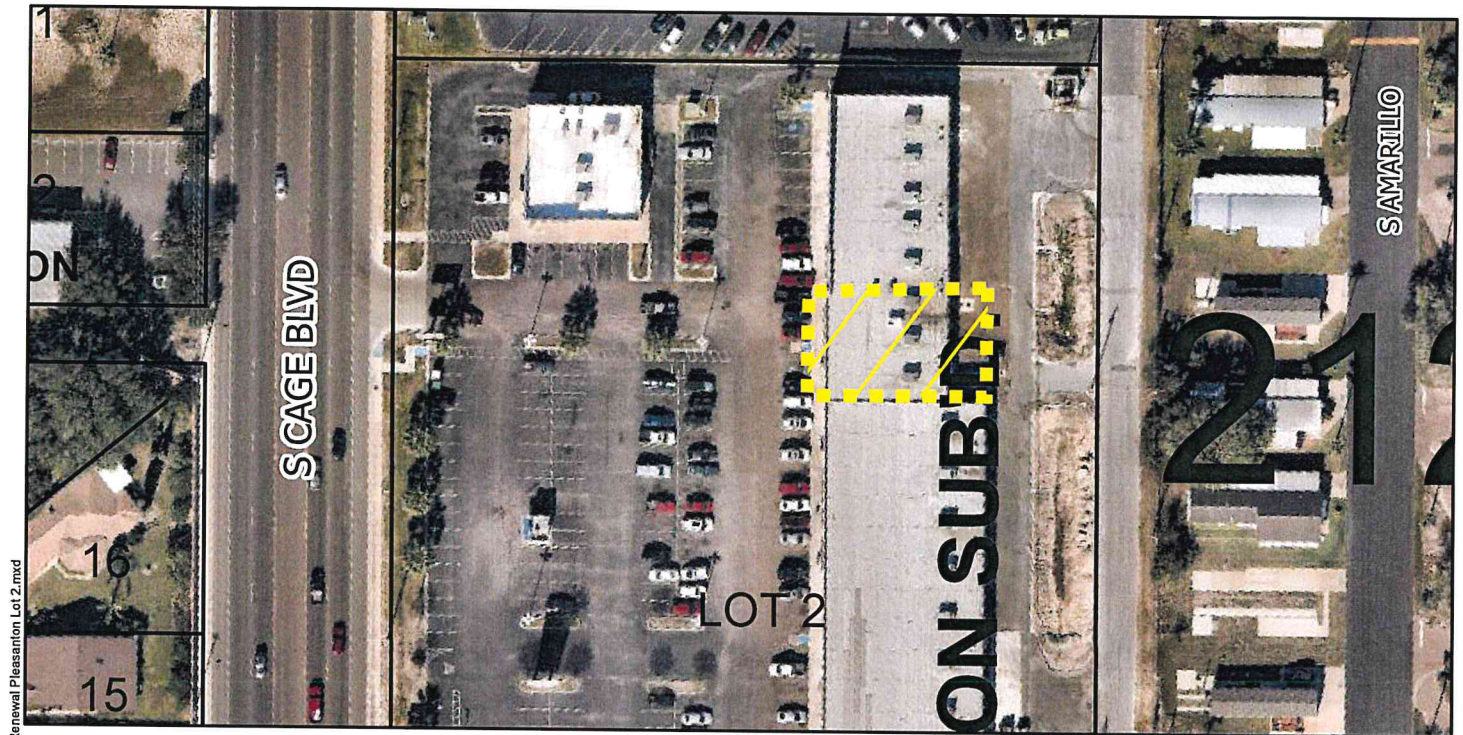
CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

**PLANNING
DEPARTMENT:** Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:** Development Services is recommending **approval** of the renewal for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

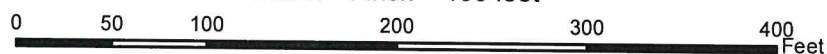
Conditional Use Permit Renewal
Pleasanton Lot 2
Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet



Date: 10/6/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.3.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the 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 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. **CUP#170740**

Classification: Regular

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

Issue: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#170740**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/13/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 16, 2021

Conditional Use Permit **Renewal** for ABC –

On the Grill Restaurant

Background:

On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for On the Grill Restaurant.

The property is located at 1201 South Jackson Road, Suite 7. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-On the Grill Restaurant_MTorres_2017



MEMORANDUM

DATE: MONDAY, AUGUST 16, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170740 (MARIO ALBERTO TORRES D/B/A ON THE GRILL RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Mario Alberto Torres d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 7.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and east and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

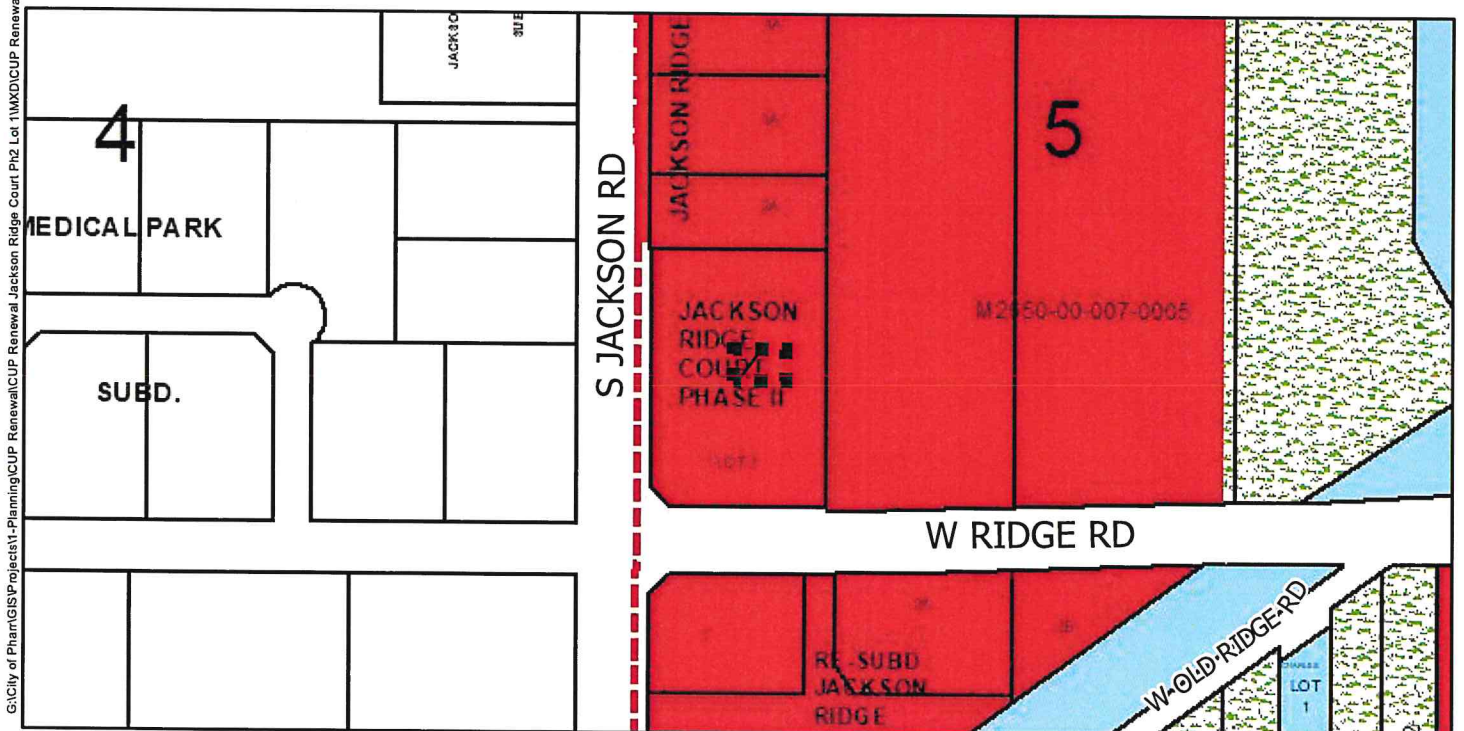
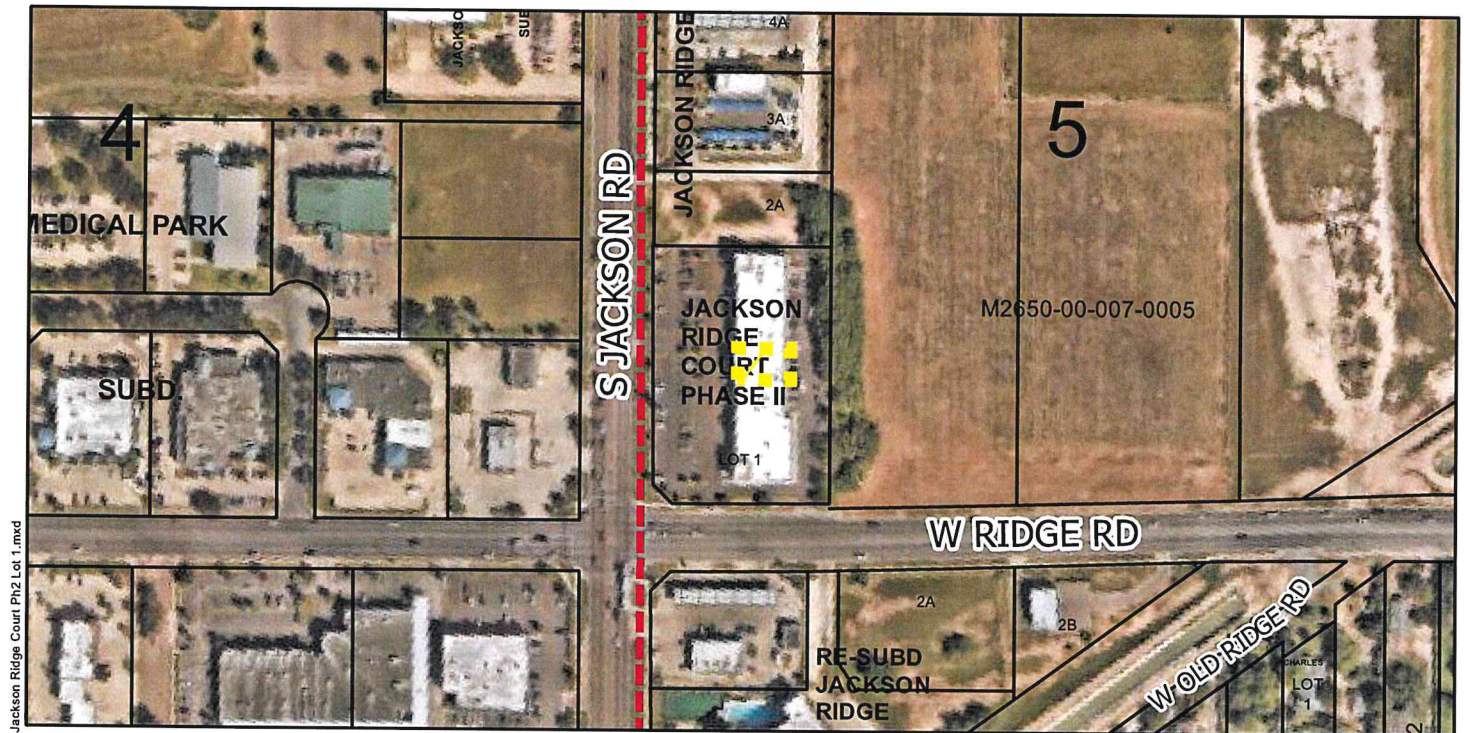
PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATION:**

Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

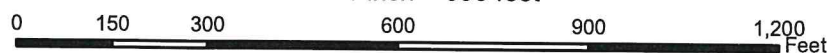
Conditional Use Permit Renewal
Jackson Ridge Court Ph2 Lot 1
On the Grill Restaurant/ Mario Alberto Torres



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 8/5/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.4.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

Classification: Regular

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

Issue: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#180648**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/13/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 16, 2021

Conditional Use Permit **Renewal** for ABC – Smokin' Moon, LLC.

Background:

Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Smokin' Moon, LLC.

The property is located at 1617 West Polk Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC\ABC_SMOKIN' MOON, LLC_2018



MEMORANDUM

DATE: MONDAY, AUGUST 16, 2021

TO: MAYOR AND CITY COMMISSION

THROUGH: EDWARD WYLIE, CITY MANAGER

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#180648 (SMOKIN' MOON, LLC.)

GENERAL INFORMATION:

APPLICANT: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1617 West Polk Avenue.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned Heavy Commercial District (H-C) to the east and west and General Business District (C) to the north, south and west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

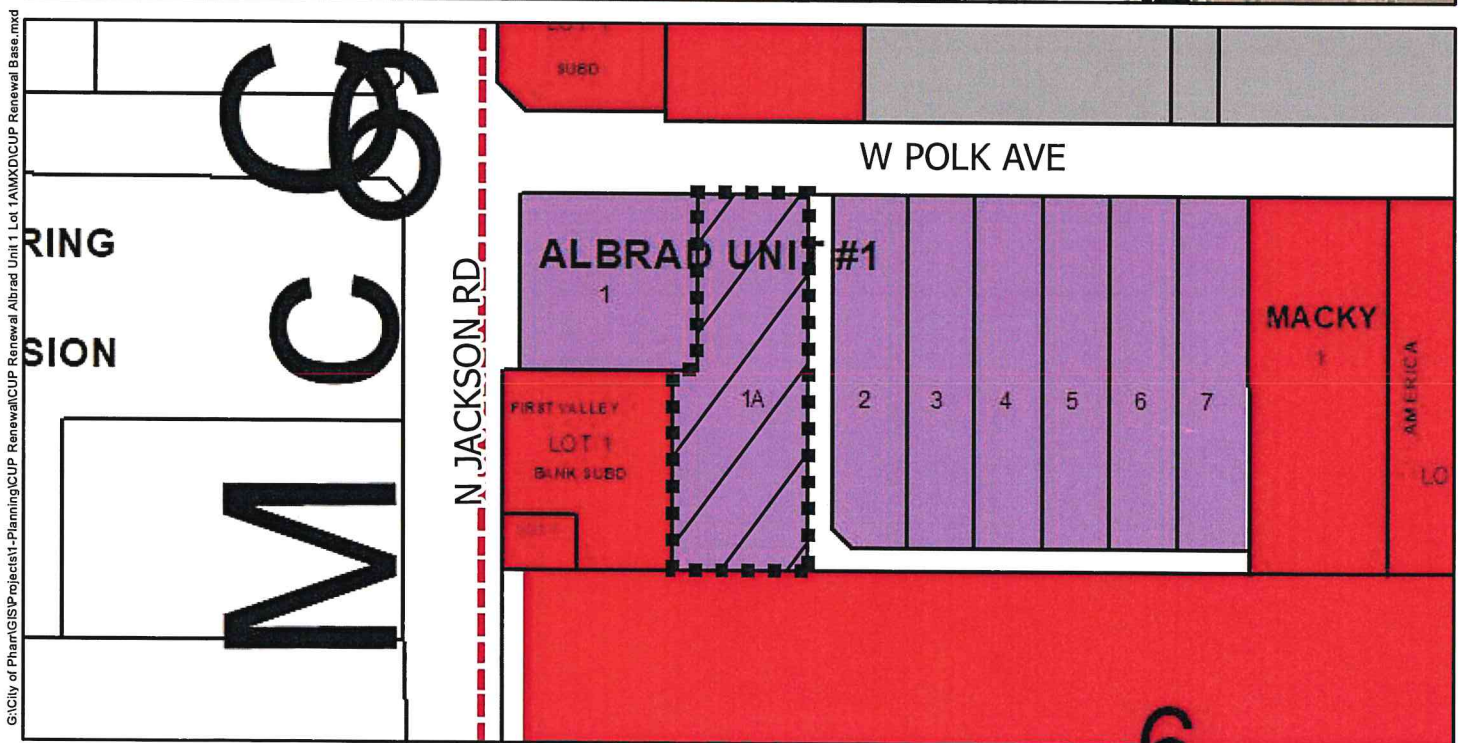
PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS:

Development Services recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

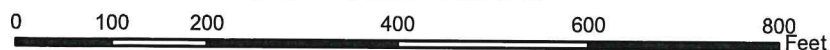
Conditional Use Permit Renewal
Albrad Subdivision Unit 1, Lot 1A
Smokin' Moon/ Bernard Watson



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 | |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 8/5/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 9, 2021

MEETING DATE: August 16, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-17 relating to the number of authorized civil service positions within the Fire and Police Departments. *(3rd and Final Reading)*

Classification: Regular

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

Issue: Reclassification between the rank of Firefighter and Engineer necessary to accommodate addition to fleet.

Fiscal Consideration: The difference between Firefighter pay \$40,700 and Engineer pay \$44,700 (x3) for a total of \$12,000.00

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera

Anali Alanis

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/9/2021

Approved - 8/11/2021

New - 1/1/1900

ORDINANCE NO. O-2021-_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-17 OF THE
CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF
PHARR, TEXAS AS FOLLOWS:**

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) an increase in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	112	0	112
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	0	2
Assistant Chief	1	0	1
Police Chief	1	0	1

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	45	-3	42
Engineer	19	3	22
Lieutenant/Asst. Fire Marshal	14	0	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

- 3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: The foregoing modifications made to the number of authorized positions at the rank of Firefighter will be effective only **after** the new positions of Engineer and Lieutenant/Asst. Fire Marshal are filled.

SECTION 5: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 6: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 7: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Imelda Barrera, TRMC Asst. City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Appendix A, Zoning, Article VII, Section 1.70, A(7), to the Code of Ordinances. **(1st Reading)**

Classification: Regular

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

Issue: The City finds that the current building setbacks along Interstate corridors puts a burden on new construction developments and therefore should be reduced to help attract new commercial projects.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/13/2021

ORDINANCE NO. O-2021-

AN ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE VII, SECTION 1.70, A(7), TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FORGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the community has over the years urged that the image of the City of Pharr and its citizenry be improved by focusing on problem solving and the diverse exchange of ideas;

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance;

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, Article XI, Section 5, and Texas Local Government Code, Section 51.072, the City, as a home-rule municipality, has full power of local self-government; and

WHEREAS, the City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate building setbacks.

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

SECTION 1 – APPENDIX A, ZONING, ARTICLE VII, SEC. 1.70. A(7) IS AMENDED AS FOLLOWS: 7. The minimum building setback along ~~U.S. Expressway 83~~ Interstate Highway 2 and ~~U.S. Expressway 281~~ Interstate Highway 69C shall be ~~75~~ 50 feet. If the distance between the right-of-way line and property line most nearly parallel to the right-of-way line does not

exceed 150 feet at any point for properties abutting ~~U.S. Expressway 83~~ Interstate Highway 2 or ~~U.S. Expressway 281~~ Interstate Highway 69C, then the minimum setback shall be ~~50~~ 35 feet. If the distance between the right-of-way line and the property line most nearly parallel to the right-of-way line does not exceed 100 feet at any point for properties abutting ~~U.S. Expressway 83~~ Interstate Highway 2 or ~~U.S. Expressway 281~~ Interstate Highway 69C, then the minimum setback shall be 20 feet.

SECTION 26: PENALTY; ENFORCEMENT

- A)** Any person, firm, corporation, association or partnership violating any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$750.00 nor more than \$2,500.00 and every day such violation continues shall constitute a separate offense. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.
- B)** Should any person or business violate the prohibitions contained herein or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

SECTION 27: APPEALS

Appeal of a decision of the Planning and Zoning Commission shall be in accordance with Article XII, section 1.92, Subsection B4, of the City of Pharr Code of Ordinances.

SECTION 28: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such

remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 29: SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 30: EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 31: REPEALER CLAUSE:

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

SECTION 32: 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 ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARERRA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARERRA, ASSISTANT CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA BARERRA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 10, 2021

MEETING DATE: August 16, 2021

FROM: Maribel Garcia , Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the PEDC II Board of Directors.

Classification: Regular

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

Issue: The terms of Mayor Dr. Ambrosio Hernandez, Commissioner Dr. Ramiro Caballero and Commissioner Ricardo Medina will expire on September 18, 2021 and appointment/re-appointment of members needs to be made at this time.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
City Management Office

Created/Initiated - 8/10/2021
Approved - 8/10/2021
Final Approval - 8/13/2021

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2021-__

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S; and

WHEREAS, the terms of Mayor Dr. Ambrosio Hernandez, Commissioner Dr. Ramiro Caballero and Commissioner Ricardo Medina will expire on September 18, 2021; and appointment/re-appointment of members needs to be made at this time.

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

That the following persons are hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1.	2 years (expiring 09-18-23)
2.	2 years (expiring 09-18-23)
3.	2 years (expiring 09-18-23)

Said Directors shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

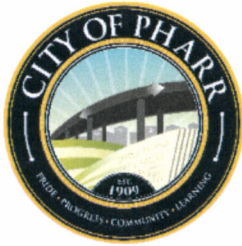
APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of August 2021.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ, MAYOR

IMELDA BARRERA, ASSISTANT CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Discussion and action for vote on proposed tax rate increase and schedule public hearing.

Classification: Regular

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

Issue: Texas requires all municipalities to hold a public hearing whenever proposed tax rate exceeds the no-new tax revenue rate. See Notice Attached. a Record vote has to be taken and City has to announce date of Public Hearing.

Fiscal Consideration: n/a

Staff Recommendation: To approve proposed Tax Rate and schedule Public Hearings as follows:

1. September 7th, 2021 at 4: 00 p.m.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 8/13/2021
New -

NOTICE OF 2021 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of \$0.7176 per \$100 valuation has been proposed for adoption by the governing body of City of Pharr.

PROPOSED TAX RATE	\$ 0.7176	per \$100
NO-NEW TAX REVENUE TAX RATE	\$ 0.7038	per \$100
VOTER APPROVAL TAX RATE	\$ 0.7899	per \$100

The no-new revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2020 tax year and the 2021 tax year.

The voter approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval rate.

The proposed tax rate is greater than the no-new revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 7th, 2021, at City of Pharr 118 C. Cage Blvd. Pharr, TX 78577. Second floor Commissioners' room.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or the opposition to the proposed tax rate by contacting the City Manager's Office of the City of Pharr at their offices or by attending the public hearing mentioned.

YOUR TAX OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (rate) x (taxable value of your property)/100

FOR the proposal:
AGAINST the proposal:
PRESENT and not voting:
ABSENT:

The 86th Legislature modified the manner in which the voter-approval rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2021	2020	CHANGE
Total Tax Rate (per \$100 of value)	0.7176	0.7176	0%
Average homestead taxable value	\$ 99,088	\$ 90,533	9%
Tax on average homestead	\$ 711	\$ 650	\$ 61
Total tax levy on all properties	\$ 25,919,720	\$ 24,362,579	\$ 1,557,141

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.
City of Pharr Tax Assessor-Collector
2804 S Business Hwy 2281
Edinburg, TX 78539 (956) 318-2157

propertytax@hidalgocountytax.org

<http://www.hidalgocountytax.org>



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: August 12, 2021

MEETING DATE: August 16, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item:

Consideration and action, if any, authorizing the Pharr Police Department to purchase two (2) 2020 BMW R1250RT-P Police Motorcycles for a total of \$54,806.72 from Alamo BMW of Boerne, Texas

Classification: Regular

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

Issue: The Pharr Police Department is seeking authorization to purchase two (2) 2020 R1250RT-P Police Motorcycles. The vehicles requested are in stock at Alamo BMW in Boerne, Texas. Project # 2021-01-512-P026-003

Fiscal Consideration: Staff recommends approval

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Andrew Harvey

Anali Alanis

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/12/2021

Approved - 8/12/2021

Approved - 8/12/2021

New - 1/1/1900



INTER-OFFICE MEMO

TO: Ignacio Amezcua, Purchasing Director

FROM: Asst. Chief Joel Robles

DATE: August 12, 2021

SUBJECT: BMW Motorcycle Purchase

CC:

Mr. Amezcua,

I have attached documentation for our request to purchase two (2) 2020 BMW R1250RT-P Motorcycles. Police Staff have reached out to BMW Motorcycle Dealerships in the state of Texas and got responses from Dallas BMW, Alamo BMW (Boerne, Texas) and Austin BMW. Alamo BMW is the only dealership that has vehicles in stock and if the purchase is approved, we should get them before September 20, 2021. This purchase is \$4,000.00 dollars less than the previous motorcycle purchase, since the vehicles in stock are 2020 models.

Chief Harvey has approved this request and is asking that this request be reviewed by your office.

Thanks,

Joel Robles

Asst. Chief of Police

Pharr Police Department

Office: 956-402-4709

Cell: 956-878-3233

Joel.robles@pd.pharr-tx.gov



"People don't care how much you know, until they know how much you care"

Teddy Roosevelt

R 1250 RT-P Motor Pricing Form



BMW Motorrad

Color	Option Code
0 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
1 Glacier Silver Metallic (special order)	N99

Quote date: April 23, 2021

Quotation:

PHARR PD			Motorcycle
Factory Special-Order Options - Plan 90-120 Days for Delivery			\$21,250.00
	Option Code	Retail Price	
0 Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0 Keyless Ride w/two transmitters	193	\$400.00	\$0.00
0 Gear Shift Assist Pro	222	\$450.00	\$0.00
0 Ride Modes Pro (includes 18B)	224	\$220.00	\$0.00
0 Chrome Exhaust	350	\$150.00	\$0.00
0 Additional LED Headlights (driving lights)	562	\$450.00	\$0.00
0 PA Microphone	599	\$565.00	\$0.00
0 High Seat Black	610	\$0.00	\$0.00
0 Low Seat Black	776	\$0.00	\$0.00
The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1 Heated Seat	518	\$200.00	\$200.00
1 Tire Pressure Monitoring	530	\$200.00	\$200.00
1 Cruise Control (standard feature)	538	\$0.00	\$0.00
1 Weather Protection	649	\$185.00	\$185.00
Additional Labor Operations Provided by Dealer			
1 Fairing Waterproof Lighter Socket	FMSA-EA-LSF		\$45.00
1 Fairing USB Outlet w/ Voltmeter & On-Off Sw	FMSA-EA-USB		\$49.00
1 Radio Connection Plug Code A	FMSA-EL-RPP		\$10.00
1 Accessory I-III Connection Plugs	FMSA-EL-ACP		\$9.50
1 Speaker Connection Plugs	SKU FMSA-EL-SCP		\$9.50
1 Radar Connection Plug	FMSA-EL-RCP		\$9.50
1 Helmet Headset Connection Plugs	FMSA-EL-HHP		\$9.50
1 Front Fused Power Socket Harness	FMSA-EL-FFH		\$33.00
1 Lidar Gun Holster Adapter Plate	FMSA-MT-LGAP		\$25.00
1 Front Radar Antenna Mount	FMSA-AMF		\$46.00
1 Rear Radar Antenna Mount	FMSA-AMR		\$49.00
1 Side Stand Extension	FMSA-MT-SSE		\$36.00
			\$0.00
			\$0.00

Units
1

Quotation valid for 60 days
from date noted below.

Total Price - Page 1	\$22,166.00
Total Price - Page 2	\$3,444.46
Total Price - Page 3	\$528.44
7/1/2020 Accessories From Other Suppliers - Page 4	\$0.00

Dealer Basic Assembly / Preparation	\$1,769.47
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$28,403.36
0.00% State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options	\$28,403.36

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Instructions Comment

Quotation for:
PHARR PD



Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDU/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
1	Shift Assistant Pro (hardware)	23 41 8 536 884	1	\$677.22	\$677.22
1	Shift Assistant Pro - Enabling Code	77 15 8 395 839	1	\$40.54	\$40.54
1	Ride Modes Pro - Enabling Code	77 53 8 395 840	1	\$202.89	\$202.89
1	Also Requires DTC Enabling Code	77 53 8 395 841	1	\$52.71	\$52.71
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.06	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$91.60	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$320.66	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:
PHARR PD



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
	GPS Navigation				
0	BMW Navigator VI GPS Kit Complete	77 52 8 355 998	0	\$759.20	\$0.00
0	Retro Fit for Instrument Cluster Nav VI*	46 63 8 553 830	0	\$326.71	\$0.00
	* Parts Needed to Retrofit Nav to Std. Order Deck Unit				
0	Car Kit for Navigator VI	77 52 8 544 460	0	\$147.41	\$0.00
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46	\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$291.18	\$0.00
	Engine Protection				
1	Rocker Cover Protection	77 14 8 406 187	1	\$225.18	\$225.18
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	\$120.22	\$120.22
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	\$3.15	\$15.76
5	Grommet (order 5)	13 53 1 341 283	5	\$2.58	\$12.88
5	Bushing (order 5)	11 84 8 544 832	5	\$5.06	\$25.29
1	Bracket front (order 1)	11 84 8 532 937	1	\$53.87	\$53.87
1	Bracket Rear (order 1)	11 84 8 532 940	1	\$67.34	\$67.34
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58	\$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	\$1.58	\$7.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
-----	-------------	----	------------	-------------

Dallas BMW



R 1250 RT-P Motor Pricing Form

Quote date: April 23, 2021

Color	Option Code		
0 Night Black & Alpine White III	753		
1 Night Black	716		
0 Alpine White III (special order)	751		
0 Black Blue (special order +60 days)	754		
0 Saphir Blue (special order + 60 days)	755		
0 Violet Blue (special order +60 days)	756		
0 Glacier Silver Metallic (special order)	N99		
Quotation:			Motorcycle
PHARR PD			
	Option Code	Retail Price	\$21,250.00
Factory Special-Order Options - Plan 90-120 Days for Delivery			
0 Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0 Keyless Ride w/two transmitters	193	\$400.00	\$0.00
0 Gear Shift Assist Pro	222	\$450.00	\$0.00
0 Ride Modes Pro (includes 18B)	224	\$220.00	\$0.00
0 Chrome Exhaust	350	\$150.00	\$0.00
0 Additional LED Headlights (driving lights)	562	\$450.00	\$0.00
0 PA Microphone	599	\$565.00	\$0.00
0 High Seat Black	610	\$0.00	\$0.00
0 Low Seat Black	776	\$0.00	\$0.00
The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1 Heated Seat	518	\$200.00	\$200.00
1 Tire Pressure Monitoring	530	\$200.00	\$200.00
1 Cruise Control (standard feature)	538	\$0.00	\$0.00
1 Weather Protection	649	\$185.00	\$185.00
Additional Labor Operations Provided by Dealer			
1 Fairing Waterproof Lighter Socket	FMSA-EA-LSF		\$45.00
1 Fairing USB Outlet w/ Voltmeter & On-Off Sw	FMSA-EA-USB		\$49.00
1 Radio Connection Plug Code A	FMSA-EL-RPP		\$10.00
1 Accessory I-III Connection Plugs	FMSA-EL-ACP		\$9.50
1 Speaker Connection Plugs	FMSA-EL-SCP		\$9.50
1 Radar Connection Plug	FMSA-EL-RCP		\$9.50
1 Helmet Headset Connection Plugs	FMSA-EL-HHP		\$9.50
1 Front Fused Power Socket Harness	FMSA-EL-FFH		\$33.00
1 Lidar Gun Holster Adapter Plate	FMSA-MT-LGAP		\$25.00
1 Front Radar Antenna Mount	FMSA-AMF		\$46.00
1 Rear Radar Antenna Mount	FMSA-AMR		\$49.00
1 Side Stand Extension	FMSA-MT-SSE		\$36.00
1 COMPACT HEAD DISPLAY	FMSA-MT-TFT-SCP		\$47.00
			\$0.00
Units	Quotation valid for 60 days	Total Price - Page 1	\$22,213.00
1	from date noted below.	Total Price - Page 2	\$3,444.46
		Total Price - Page 3	\$528.44
	7/1/2020 Accessories From Other Suppliers - Page 4		\$0.00

Dealer Basic Assembly / Preparation	\$1,769.47
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$28,450.36
State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options	\$28,450.36

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

PHARR PD



Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
1	Shift Assistant Pro (hardware)	23 41 8 536 884	1	\$677.22	\$677.22
1	Shift Assistant Pro - Enabling Code	77 15 8 395 839	1	\$40.54	\$40.54
1	Ride Modes Pro - Enabling Code	77 53 8 395 840	1	\$202.89	\$202.89
1	Also Requires DTC Enabling Code	77 53 8 395 841	1	\$52.71	\$52.71
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.06	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$91.60	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$320.66	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:
PHARR PD



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	GPS Navigation					
0	BMW Navigator VI GPS Kit Complete	77 52 8 355 998	0	\$759.20		\$0.00
0	Retro Fit for Instrument Cluster Nav VI*	46 63 8 553 830	0	\$326.71		\$0.00
	* Parts Needed to Retrofit Nav to Std. Order Deck Unit					
0	Car Kit for Navigator VI	77 52 8 544 460	0	\$147.41		\$0.00
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$291.18		\$0.00
	Engine Protection					
1	Rocker Cover Protection	77 14 8 406 187	1	\$225.18		\$225.18
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	\$120.22		\$120.22
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	\$3.15		\$15.76
5	Grommet (order 5)	13 53 1 341 283	5	\$2.58		\$12.88
5	Bushing (order 5)	11 84 8 544 832	5	\$5.06		\$25.29
1	Bracket front (order 1)	11 84 8 532 937	1	\$53.87		\$53.87
1	Bracket Rear (order 1)	11 84 8 532 940	1	\$67.34		\$67.34
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	\$1.58		\$7.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
-----	-------------	----	------------	-------------

Austin Brown

Revised: November 11, 2020

Revised: November 11, 2020

Motorcycle

\$21.250.00

STATE INSPECTION	\$7.00
HEADLIGHT GUARD	\$79.95

[illegible]

Units
1

Quotation valid for 60 days
from date noted below.

Date of Quote:

\$0.00

\$0.00

Total Price - Page 1

\$23,541.95

Total Price - Page 2

\$3,253.46

Total Price - Page 3

\$305.84

Parts From Other Suppliers - Page 4	\$289.46
-------------------------------------	----------

Dealer Basic Assembly / Preparation	\$895.00
-------------------------------------	----------

Motorcycle Freight	\$495.00
--------------------	----------

Total Retail Price per Unit with Options \$28,780.70

0.00%	State Sales Tax (if applicable)	\$0.00
-------	---------------------------------	--------

Total Retail Price per Unit with Options	\$28,780.70
---	--------------------

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

PHARR POLICE DEPARTMENT



BMW Motorrad

Blue ID Light Selection (1)						
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00		\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00		\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail	
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82	
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82	
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00	
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00	
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00	
Rear Duplex Emergency Warning Light (1)						
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00	
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00	
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07	
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00	
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00	
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00	
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)						
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44	
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65	
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27	
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61	
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00	
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00	
Dealer Installed Options / Retrofits						
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.22	\$0.00	
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00	
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00	
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.71	\$0.00	
2	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	2	\$154.00	\$308.00	
2	Bolt 6 x 40 (order 2)	63 12 7 699 141	2	\$5.35	\$10.71	
2	M6 Hex Nut (order 2)	07 12 9 905 826	2	\$3.06	\$6.12	
Requires Activation by Dealer - No Code Needed						
Convenience Options						
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$91.60	\$0.00	

1	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	1	\$320.66	\$320.66
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
1	Motorcycle Full Cover	71 60 2 450 408	1	\$136.88	\$136.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:
PHARR POLICE DEPARTMENT



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46	\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$291.18	\$0.00
Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$225.18	\$0.00
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	\$120.22	\$120.22
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	\$3.15	\$15.76
5	Grommet (order 5)	13 53 1 341 283	5	\$2.58	\$12.88
5	Bushing (order 5)	11 84 8 544 832	5	\$5.06	\$25.29
1	Bracket front (order 1)	11 84 8 532 937	1	\$53.87	\$53.87
1	Bracket Rear (order 1)	11 84 8 532 940	1	\$67.34	\$67.34
1	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	1	\$2.58	\$2.58
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	\$1.58	\$7.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

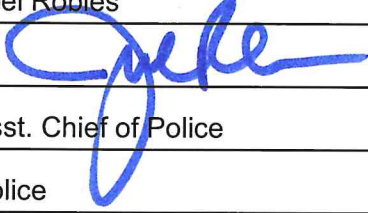
Qty	Description	PN	Price Each	Total Price
1	<u>Radio Power Connection Plug Code A</u>	FMSA-EL-RPP	\$ 9.41	\$ 9.41
1	<u>Helmset Headset Connection Plug</u>	FMSA-EL-HHP	\$ 9.41	\$ 9.41
1	<u>Accessory I-III Connection Plugs</u>	FMSA-EL-ACP	\$ 9.41	\$ 9.41
1	<u>Fairing Waterproof Lighter Socket</u>	FMSA-EA-LSF	\$ 53.88	\$ 53.88
1	<u>Fairing USB Outlet w/ Voltmeter & On-Off Sw</u>	FMSA-EA-USB2	\$ 49.41	\$ 49.41
1	<u>Front Fused Power Socket Harness</u>	FMSA-EL-FFH	\$ 29.12	\$ 29.12
1	<u>Radar Display Dashboard Mount - Through 2020 MY</u>	FMSA-MT-DSR	\$ 41.47	\$ 41.47
1	<u>Radar Remote Controller Mount</u>	FMSA-MT-SRD	\$ 22.94	\$ 22.94
1	<u>Radar Display Dashboard Mount - Through 2</u>	FMSA-MT-SCP	\$ 41.47	\$ 41.47
1	<u>Radar Remote Controller Mount</u>	FMSA-MT-SRD	\$ 22.94	\$ 22.94

REQUEST FOR AVAILABILITY OF FUNDS - ROLLING STOCK

VEHICLES, LIGHT, MEDIUM, HEAVY DUTY TRUCKS, SEDANS, VANS, BACKHOES, TRACTORS ETC

DEPARTMENT SUBMITTING REQUEST

TYPE/PRINT NAME: Joel Robles

SIGNATURE: 

TITLE: Asst. Chief of Police

DEPARTMENT: Police

DATE: 08/12/2021

ON-ROAD/OFF-ROAD UNITS

IS ITEM TO BE PURCHASED TO BE A N-NEW ADDITION TO THE FLEET? YES NO	IS ITEM TO BE PURCHASED R - REPLACING AN EXISTING CITY FLEET UNIT? YES NO	SPECIFY UNIT NUMBER _____ (TO BE REPLACED)
--	--	--

Please type description of item to be purchased including accessories:

Two (2) - 2020 BMW R1250RT-P Police Motorcycles

TRUCK PICK-UP	BED TYPE	CAB TYPE	SEDANS	VANS
☐ 1/2 TON ☐ 2WD ☐ 3/4 TON ☐ 4WD ☐ 1 TON ☐ GAS ☐ DSL	☐ FLAT BED ☐ L/B-LONGBED ☐ S/B-SHORT BED ☐ UT. SERV. BODY	☐ CREW CAB ☐ EXTENDED CAB ☐ STANDARD CAB ☐ SPORT UTILITY	☐ COMPACT ☐ INTERMEDIATE ☐ FULL SIZE ☐ POLICE PURSUIT	☐ MINI ☐ PASSENGER ____ ☐ EXTENDED ☐ CARGO
OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 01-512-8803

ESTIMATED COST: \$54,806.72

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: Automotive

ACCOUNT NUMBER(S): _____

INCLUDE PROJ.ID(S): _____

AMOUNT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____ DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____ DATE: _____



Pharr

Purchasing



PROJECT NAME: PURCHASE OF TWO (2) 2020 POLICE MOTORCYCLE PROJECT NO.: 2021-01-512-P026-003

BIDDERS:					ALAMO BMW BOERNE, TX		BMW MOTORCYCLES OF AUSTIN AUSTIN, TX		BMW MOTORCYCLES OF N.DALLAS DALLAS, TX	
NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		MAKE & MODEL			2020 MOTORCYCLE		2020 MOTORCYCLE		2020 MOTORCYCLE	
1	BASE	2020 1250 RT BMW MOTORCYCLE	EA	2	\$28,403.36	\$56,806.72	\$28,780.70	\$57,561.40	\$28,450.36	\$56,900.72
DISCOUNT:					\$2,000.00		\$0.00		\$0.00	
GRAND TOTAL OF ITEMS TO BE AWARDED:					\$54,806.72		\$57,561.40		\$56,900.72	
NUMBER OF DAYS TO COMPLETE DELIVERY:					In Stock		90-120 DAYS		90-120 DAYS	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: August 11, 2021

MEETING DATE: August 16, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Interlocal Agreement with City of Weslaco for Animal Control Operations and Impoundment for an additional year.

Classification: Regular

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

Issue: City of Pharr would like to extend the Interlocal Agreement with City of Weslaco for Animal Control Operations for additional year at the current rates as follows:

- A. PHARR shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
 - B. PHARR shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
 - C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
 - D. PHARR citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
 - E. PHARR shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
 - F. PHARR shall pay CITY \$250.00 to quarantine an animal
- Project #1718-01-517-S030-001

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend Interlocal Agreement with City of Weslaco.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 8/11/2021
Approved - 8/13/2021
Approved - 8/13/2021
Final Approval - 8/13/2021

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as “**PHARR**”, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

WHEREAS, PHARR desires to engage with CITY for the provision of certain professional services, therefore CITY and PHARR mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide PHARR Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PHARR.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PHARR must provide individual door tags for each animal brought into CITY’S facility.

D. PHARR must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PHARR must give CITY prompt written notice whenever PHARR observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Pharr may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF PHARR
Olga Garza, Public Works Director.
1015 E Ferguson Ave.
Pharr, Texas 78577

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PHARR may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

PHARR agrees to pay CITY for services contracted herein as follows:

- A. PHARR shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. PHARR shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PHARR citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PHARR shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PHARR shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PHARR'S invoice.

PHARR will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If PHARR cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PHARR.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and PHARR have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF PHARR

BY: _____

Dr. Ambrosio "Amos" Hernandez, Mayor

City Of Pharr

118 S Cage Blvd.

Pharr, Texas 78577

956-402-4000

ATTEST:

BY: _____

Imelda Barrera, Assistant City Clerk

APPROVED AS TO FORM ONLY:

Patricia Rigney, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: August 9, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the School of EMS, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Services

Classification: Regular

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

Issue: This affiliation agreement will allow EMT students at this school to do their clinical ride out with Pharr EMS. (Project #2021-62-525-S031-001)

Fiscal Consideration: no financial burden

Staff Recommendation: Staff recommends approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Daniel Ramirez

Patricia Rigney

City Management Office

Created/Initiated - 8/9/2021

Approved - 8/9/2021

Approved - 8/9/2021

Final Approval - 8/13/2021

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE ("Agreement") is made as of _____, 2021 (the "Effective Date") by and between City of Pharr, Texas, ("Affiliate") and _____ ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the "EMS Program");

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the "Facility");

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program.** EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience ("Clinical Program") component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a "Rotation");

- (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate's patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) **Responsibility.**

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

(iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
 - (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

- (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. CONFIDENTIALITY. EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
3000 N. Cage
Pharr, Texas
78577
Fax: 956-468-2175
Email: ems@pharr-tx.gov
Attention:
EMS Chief Ramirez

Copy to: School of EMS
115 Jordan Plaza Blvd, Suite 200
Tyler, Texas 75704 Email: clinicals@schoolofems.org
Attention:
Vicky LaMay

Director of Clinical Services

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(EDUCATIONAL INSTITUTION)

By: TC Howard

Title: COO



Date: 8/7/2021 | 13:41 CDT

AFFILIATE

City of Pharr EMS

By: Daniel Ramirez

Title: Chief

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the "Affiliate") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate's Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

- 1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- 3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
- 5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: August 9, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the Elite Medical Training Solutions, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Services

Classification: Regular

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

Issue: This will allow their EMT students to do their clinical ride outs with Pharr EMS (Project #2021-62-525-S032-001)

Fiscal Consideration: no financial burden

Staff Recommendation: Staff recommend approval

Alternatives: no alternatives

Exclude Material from Public Packet? No

Reason: none

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney
City Management Office

Created/Initiated - 8/9/2021
Approved - 8/9/2021
Approved - 8/9/2021
Final Approval - 8/13/2021

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE ("Agreement") is made as of August 9th, 2021 (the "Effective Date") by and between City of Pharr, Texas, ("Affiliate") and Elite Medical Training Solutions ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the "EMS Program");

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the "Facility");

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience ("Clinical Program") component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a "Rotation");

- (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate's patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) **Responsibility.**

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (e.g., state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
 - (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

- (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to:

Attention:

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

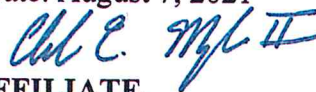
EDUCATIONAL INSTITUTION

Elite Medical Training Solutions

By: Charles E. Myles II

Title: Program Director

Date: August 7, 2021



AFFILIATE

City of Pharr EMS

By: Daniel Ramirez

Title: Chief

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the "Affiliate") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate's Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

- 1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- 3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
- 5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	<i>Ch E. Myles II</i>	Pharr EMS	Date:
Printed Name:	Charles E. Myles II	08-09-21	
		Elite Medical Training Solutions	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: August 9, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, authorizing the City Manager to enter into a Letter of Understanding (LOU) between the City of Pharr EMS and U.S. Immigration and Customs Enforcement (ICE) Health Service Corps (IHSC) for payment of medical care provided to detainees.

Classification: Regular

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

Issue: This LOU will allow payment for treatment and transportation of any detainee in ICE custody (Project #2021-62-525-S033-001)

Fiscal Consideration: This will allow EMS to receive the Medicare allowable payment, when treating ICE detainees

Staff Recommendation: Staff recommends approval

Alternatives: no alternatives

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 8/9/2021

Daniel Ramirez

Approved - 8/9/2021

Karla Saavedra

Approved - 8/13/2021

Patricia Rigney

Approved - 8/13/2021

City Management Office

Final Approval - 8/13/2021

IHSC Provider Information

U.S. Immigration and Customs Information

Table of Contents

IHSC Frequently Asked Questions.....	1
What is IHSC?	1
Who is the VAFSC and why does VAFSC pay for immigration detainees’ healthcare?	1
What are keys to understanding Reimbursement Rates?	1
Will healthcare costs be covered by ICE if the detainee is released from ICE or U.S. Customs and Border Patrol (CBP) custody?	1
What is Healthcare Claims Processing System (HCPS)?	1
What is ID.me and why do I need an account?	2
Where do I sign up for ID.me?	2
What are some HCPS claims statuses and descriptions?	2
How to contact customer service representatives?	2
Why do I have to submit a W-9 and Automated Clearinghouse (ACH)/Electronic Funds Transfer (EFT) enrollment form? Is it required?	3
How does a provider become a Payee?	3
If claims were denied because my W-9/EFT information was not on file, will my claims be automatically reprocessed once that information is submitted?	3
I submitted my W9 and ACH form, why are claims still denying?	3
Are you a critical access hospital?	3
Who can I contact regarding pharmacy benefits and billing?	3
Are all sections of the HCFA/UB/ADA required to be filled out?	4
How can we ensure claim forms are completed without errors?	4
What is a MedPAR?	5
Do healthcare services require a MedPAR/Referral authorization number?	5
Why would IHSC request medical records?	5
Can you share an example of an authorization generated from MedPAR system with required claim entries?	6
Can you share an example of an authorization generated from IHSC eHR system with required claim entries?	7
What is the timely filing limit for claims?	7
What is the Bill of Collection (BOC) and what is the process?	7
How can I contact Treasury Offset Program (TOP)?	8
What is required to file an Appeal or Reconsideration?	8
What are IHSC/VAFSC Explanation of Benefits – Denial Codes?	9

IHSC Frequently Asked Questions

What is IHSC?

- The ICE Health Service Corps (IHSC) serves as Immigration and Custom Enforcement's (ICE) medical authority relating to healthcare provided to those in ICE custody.
 - For more information about ICE and IHSC, please visit www.ice.gov.

Who is the VAFSC and why does VAFSC pay for immigration detainees' healthcare?

- The VA Financial Services Center (VAFSC) provides financial services to many federal customers.
- The VAFSC has an agreement with ICE to provide medical claims processing services.
- Claims are reimbursed with Department of Homeland Security (DHS) funds.

What are keys to understanding Reimbursement Rates?

- Medical services are reimbursed at the Medicare allowable rate or the lesser of billed charges.
- Dental services are reimbursed at the lesser of billed charges or 90% Usual, Customary and Reasonable (UCR).
- All payments will incorporate a two percent (2%) reduction in accordance with the Budget Control Act of 2011.
- Authorized health services are reimbursed in accordance with Title 18, Part III, Chapter 301, Section 4006 of the U.S. Code and shall not exceed the prescribed reimbursement rates unless explicitly authorized.

Will healthcare costs be covered by ICE if the detainee is released from ICE or U.S. Customs and Border Patrol (CBP) custody?

- No, healthcare coverage is only provided for the dates the detainee is in ICE or CBP custody.
- If the detainee is released from ICE or CBP custody, the detainee/patient is responsible for the hospital/provider charges from the date of release from ICE/CBP custody until the date of hospital discharge.

What is Healthcare Claims Processing System (HCPS)?

- Healthcare Claims Processing System (HCPS) is the VAFSC provider portal that grants access to view claim status and Explanation of Benefits (EOBs).
- It also contains helpful documents to help submit claims, download forms, and access waivers.
- Register at <https://www.hcps.fsc.va.gov>.

What is ID.me and why do I need an account?

- ID.me is a two-step verification requirement to access the Healthcare Claims Processing System (HCPS) for claims status and EOB statements.
- Without an ID.me account you cannot access HCPS.

Where do I sign up for ID.me?

- Go to HCPS at <https://www.hcps.fsc.va.gov> to create an account by clicking the “Log On” button > Sign in with ID.me > Accept > Create an ID.me account.
- Instructions for new users in creating an ID.me account can be located in the ID.me New User Sign Up Guide at <https://www.hcps.fsc.va.gov/DocumentList.aspx>.
- After securing an ID.me account, all users will be required to complete the new HCPS EOP Request Form, also located at <https://www.hcps.fsc.va.gov/DocumentList.aspx>.
- Fax or email the completed HCPS EOP Access Form to 512-460-5538 or vafscdihs@va.gov.

What are some HCPS claims statuses and descriptions?

HCPS Claims Status	
<u>Claim Status</u>	<u>Descriptions</u>
ENTERED	Claim has been received
PENDING	Claim has been received, please allow 30 days from received date for processing.
APPROVED (HCFA and Dental Claim)	Claim has been processed, please visit www.hcps.fsc.va.gov for denial or explanation of payment.
ADJUDICATION COMPLETE (UB Claim)	Claim has been processed, please visit www.hcps.fsc.va.gov for denial or explanation of payment.
CLOSED	Claim has been sent to Treasury for payment or for denial EOB to be mailed.

How to contact customer service representatives?

- You may reach a representative at VAFSC to discuss claim status at 800-479-0523 M-F 7:30am – 3:30pm CST. Or email VAFSCDIHS@va.gov
 - EOBs will be mailed to medical providers by the Department of Treasury. Additional copies can only be accessed via <https://www.hcps.fsc.va.gov>. Customer Service representatives at VAFSC are not authorized to release EOBs due to strict privacy regulations.

Why do I have to submit a W-9 and Automated Clearinghouse (ACH)/Electronic Funds Transfer (EFT) enrollment form? Is it required?

- In accordance with the Federal Acquisitions Register (FAR), 31 CFR Part 208, the EFT rule requires that federal payments be made electronically.
- **No waivers are available to vendors/providers.** As a result, any vendor/provider of the Federal government is required to receive payment by EFT. A W-9 is also required to be on file with FSC for payments to be made. Please visit our website for a blank W-9 or ACH/EFT enrollment form at <https://www.hcps.fsc.va.gov/DocumentList.aspx>.
 - Please submit these forms via fax to 512-460-5538.

How does a provider become a Payee?

- All providers of medical service for ICE detainees are required to submit (and keep current) a W-9 and ACH Enrollment Forms to the VAFSC.
 - Both forms can be found online at <https://www.hcps.fsc.va.gov/DocumentList.aspx>.
 - Please submit a W-9 for each DBA under the same Tax Identification Number.
 - Please submit these forms via fax to 512-460-5538.
 - 31 CFR Part 208 requires all payments to vendors be made electronically, no exceptions.

If claims were denied because my W-9/EFT information was not on file, will my claims be automatically reprocessed once that information is submitted?

- No, claims will need to be resubmitted.

I submitted my W9 and ACH form, why are claims still denying?

- If the billing and/or banking information has changed and the claim we received has the original billing and/or banking address, your claims will be denied. Send the updated [W-9 and ACH to the VAFSC](#)

Are you a critical access hospital?

- Please submit the hospital's current rate letter. It is the hospital's obligation to submit their current rate letter to keep their claims paid in a timely manner.
 - Please submit your rate letter via fax 512-460-5538 or email it to vafscdihs@va.gov

Who can I contact regarding pharmacy benefits and billing?

- Please direct all pharmacy benefits and billing questions to IHSC's account representative at Scriptcare at 800- 880-9988.

Are all sections of the HCFA/UB/ADA required to be filled out?

- To download blank versions of a HCFA, UB, or ADA claim with instructions (fillable and printable), please visit our Document list located at <https://www.hcps.fsc.va.gov/DocumentList.aspx>

How can we ensure claim forms are completed without errors?

- Standard medical claim forms are required for reimbursement, i.e. HCFA, UB-04, ADA.
- All claims should be filled out in their entirety. In addition to all pertinent information, the claim must also include:
 - ID # in boxes 15 (ADA), 1A (HCFA), 60A (UB)
 - Authorization # (when applicable) in boxes 2 (ADA), 23 (HCFA), 63A (UB)
- Examples of acceptable ID numbers are:
 - Alien ID numbers: nine digits in length and begin with zero (0) or two (2)
 - Border Patrol numbers: vary in length and begin with "BP"
 - Office of Field Operations numbers: vary in length and begin with "OF"
 - Homeland Security Investigation numbers: twelve digits in length including a preceding "HSI" followed by nine numeric digits
 - Title 42 numbers: begin with "T3" and then are followed by eight (8) additional digits
 - Will not begin with "Z"
- Examples of acceptable authorization numbers also known as authorization codes are:
 - 13-digit numbers like YYYYMMDD##### (e.g. 2021010212345)
 - See example of a MedPAR/Referral Authorization below.
- Please ensure that the services rendered are covered by the authorization
 - If an authorization lists specific CPT codes to be reimbursed, those codes, and ancillary codes associated with those codes, will be the only codes reimbursed.
 - A separate authorization is required for services not outlined in the original authorization. Additional services should be requested within one week from the DOS.
 - To obtain authorizations or to have an authorization corrected, please contact the detention facility or border patrol station referring the detainee or the name and contact information on the MedPAR/Referral.
 - VAFSC will not be able to assist with obtaining or correcting authorizations
- EDI (fastest and preferred method)
 - Payer ID: VAICE
 - For more information on submitting claims electronically, please visit www.claimsnet.com/vafsc or call 800-356-0092.
- Paper (handwritten claims will not be accepted)
 - Send typed claims to:

ICE Health Service Corps
VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345

What is a MedPAR?

- A Medical Payment Authorization Request (MedPAR) or authorization issued by IHSC for the approval of healthcare services rendered to detainees.

Whom can I contact to retrieve an IHSC MedPAR/Referral authorization?

- Please check your records as paperwork should have accompanied the detainee from the detention facility that referred to you for healthcare services.
- If you still need to contact the detention facility for this or other information, please refer to [Detention Facilities | ICE](#) or [Border Patrol Sectors | U.S. Customs and Border Protection \(cbp.gov\)](#) to assist in locating the detention facility that referred the detainee to you for healthcare services.

Do healthcare services require a MedPAR/Referral authorization number?

- All services require a MedPAR/Referral authorization number obtained in advance of any healthcare services being rendered with the **EXCEPTIONS** as follows:
 - ER Visits and Inpatient Admissions will require an authorization **AFTER** the detainee is discharged.
 - Ambulances will require an authorization **AFTER** the transport occurs.
 - Waivers for: Chest X-ray to rule out pulmonary tuberculosis (TB), Varicella, MMR titer and COVID-19.
 - Restrictions apply; please refer to the waivers for Chest X-ray r/o TB, Varicella, MMR titer and COVID in the [Documents](#) section at <https://www.hcps.fsc.va.gov/DocumentList.aspx>

Why would IHSC request medical records?

- IHSC will request medical records to ensure continuity of medical care and/or auditing purposes. Your facility will be contacted by IHSC staff for medical services rendered to an IHSC detainee. IHSC will submit written requests for an IHSC detainee medical record.
- An exemption from HIPAA applies to a correctional institution or a law enforcement official (Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE)) having lawful custody of an inmate, or other individual, if the correctional institute or law enforcement official determines that such protected health information.
- Please see HIPPA Waiver for more information at <https://www.hcps.fsc.va.gov/DocumentList.aspx>

Can you share an example of an authorization generated from MedPAR system with required claim entries?

Claims must be submitted within one year from date of health service.
Claims must include a 13-digit authorization Code, for example: "2020052300062".
 For proper provider claim submission information, please visit:
<https://www.ice.gov/ihs-managed-care>.
 For updates regarding claims status or questions regarding an Explanation of Benefits (EOB), visit: <https://www.hcps.fsc.va.gov/> or call VAFSC customer service 800-479-0523 M-F 730-330 CST.

A separate treatment authorization request will be required for services beyond and outside the scope of the original authorization. Services rendered may not be paid without an approved authorization. All payment for services is subject to detainees' eligibility and custody. Unless otherwise specified, payment for IHSC authorized health services is made in accordance with US Code Title 18, Part 3, Chapter 301, Sec. 4006. All claims are subject to retrospective review. For further information regarding IHSC, please visit our website: <https://www.ice.gov/ice-health-service-corps>

Please ensure all claims include the Patient Identification Information and the Authorization code.

IMPRINT OF DETAINEE ID PLATE, COMPUTER LABEL OR COMPLETE BELOW:	
PT Name: TEST PATIENT 1.	Alias:
DOB: 09/04/1985	ID #: 200615000 2.
Nationality: MEXIC	Facility: HITU Detention Center

AUTHORIZED ACTION:
 Status: Approved **4.** Auth Code: **2020052300062** **3.**
 Authorizer: Auto Approve/Daugereau RN,Tara Appointment Date: 06/15/2020

1. Enter the name of patient as shown above in box 2 of CMS-1500, box 8b of UB-04 or box 12 of ADA claim form.
2. Enter the Alien ID # as shown above in box 1A of CMS-1500, box 60 of UB-04 or box 15 of ADA claim form
3. Enter the "Auth Code" as shown above in box 23 of CMS-1500, box 63a of UB-04 or box 2 of ADA claim form.
4. Please take note of the authorization status to ensure it states "Approved".

Can you share an example of an authorization generated from IHSC eHR system with required claim entries?

REFERRAL	
Consultation Request and Hospital Transfer Form	
<u>Referral To Information:</u>	<u>Patient Information:</u>
Specialty: Ambulance - Air	Patient: CAPT Daugereau Test 1.
Provider Name: Sam,Multi Willis	DOB: 01/01/1999
Facility: Potomac Center North USICE Headquarters	SubID: [REDACTED]
	A: 022244242 2.
	Facility:
	Housing
	Area:
	MRN No:
<u>Referral From Information:</u>	
Referral ID: Do Not Use [REDACTED]	
Authorization Code: 2016111800059 3.	

1. Enter the name of patient as shown above in field 2 of CMS-1500, field 58 of UB-04 or field 12 of ADA claim form.
2. Enter the Alien ID # as shown above in field 1A of CMS-1500, field 60 of UB-04 or field 15 of ADA claim form.
3. Enter the 'Authorization Code' as shown above in box 1A of CMS-1500, field 63a of UB-04 or field 2 of ADA claim form.
4. Please **do not use** the Referral ID as an Authorization Number on claim. The claim will be denied.

What is the timely filing limit for claims?

- The timely filing limit for claim submission is one (1) year or 365 days from the date of service.
 - No claims can be paid beyond this limit unless appealed.
 - Most denials do not require an appeal; they can be resolved by submitting a corrected claim.
 - Please see appeals guidance and contact customer service at 800-479-0523 if you have questions.

What is the Bill of Collection (BOC) and what is the process?

- A Bill of Collection (BOC) is a formal request to collect a debt (i.e., overpayment, erroneous payment, etc.) owed to the FSC.
- After 60 days, providers are sent their final notice of indebtedness.
 - If no payment is received in the next 31 days, the amount owed is reported to the Treasury Offset Program (TOP) for collection.

- TOP will intercept and reduce the next Treasury payment, made to the provider by any federal agency, by the amount owed, assess a fee to the provider, then forward payment to VAFSC and any remaining funds to the provider.
- The provider will receive notification from TOP when this occurs.
- Once TOP intervenes to collect the debt, the VAFSC is not privy to the details of the payments offset in order to satisfy the debt.
 - Inquiries must be made to TOP to obtain that information

How can I contact Treasury Offset Program (TOP)?

- 800-304-3107 or TDD 866-297-0517
 - You will need the debt number provided in the letter from TOP

What is required to file an Appeal or Reconsideration?

- Please contact a Customer Service Representative at 800-479-0523 or email to VAFSCDIHS@va.gov to discuss line item/claim denials prior to submitting an Appeal or Reconsideration, because the issue may be resolved telephonically.
 - Many denials are resolvable by submitting a corrected claim or speaking with a Customer Service Representative and will not require taking the following actions
- If a Customer Service Representative is unable to resolve the issue, please follow the process below

ICE Health Service Corps Appeals and Reconsideration Process	
Appeals: request for VAFSC to reconsider the denial of an entire claim or to review the reimbursement rate.	
Reconsiderations request for VAFSC to reconsider a line item denial on an otherwise paid claim.	
Appeals and Reconsiderations must be received within six (6) months from the date of the INITIAL claim decision. For your request to be routed correctly and considered, the following are required: ■ A completed Appeal/Reconsideration Request form. ○ An electronic version of the form can be found in General Information / Documents section at https://www.hcps.fsc.va.gov/DocumentList.aspx ■ A copy of the Explanation of Benefits (EOB) letter. ■ A clean claim for processing. ■ Documents to support your position, e.g. proof of reimbursement methodology, proof of timely filing, a copy of the MedPAR/Authorization (Medical Payment Authorization Request).	
<u>Mail documentation to:</u> ICE Health Service Corps VA Financial Services Center Attn: Appeals Department PO Box 149345 Austin, TX 78714-9345 Or email to: VAFSCDIHSAppeals@va.gov (fastest and preferred method)	

What are IHSC/VAFSC Explanation of Benefits – Denial Codes?

IHSC/VAFSC Explanation of Benefits – Denial Codes Effective January 18, 2021	
DENIED1	INVALID ALIEN ID # (Incorrect Alien ID # in box 1a on HCFA 1500, box 60 on UB 04 or box 15 on the ADA/Dental form - Refer to Provider Information – Claim Requirements on HCPS)
DENIED2	DETAINEE WAS NOT IN CUSTODY FOR DATE(S) OF SERVICE (Bill patient directly for services rendered, ICE/CBP Not responsible)
DENIED3	AUTHORIZATION NOT FOR DATE OF SERVICE (The authorization # does not cover the date(s) of service on claim)
DENIED4	AUTHORIZATION APPOINTMENT DATE MISMATCH (The appointment date does not match the appointment date in notes/clinical notes)
DENIED5	INCORRECT SPECIALTY (HCPCS/CPT code(s) does not match specialty on authorization form. Contact the person who initiated the MedPAR found in the notes/clinical notes section)
DENIED6	REQUEST & REASON CONFLICT (Notes/clinical notes does not cover type of service - ex. billing for in-patient but notes/clinical notes on authorization form state ER – Contact the person who initiated the MedPAR found in the notes/clinical notes section)
DENIED7	EXCEEDED ONE YEAR TIMELY FILING LIMIT (You have submitted a claim for dates of service that exceed one year and one day from the original date of service. Claim is denied for timely filing)
DENIED8	AUTH # REQ ON DENTAL BOX2, UB04 BOX63, HCFA 1500 BOX23 (The claim was submitted without an authorization # in box 23 on HCFA 1500, box 63 UB 04, or box 2 on the ADA/Dental form)
003	DUPLICATE CLAIM SUBMISSION (A duplicate claim was found for this charge based on the member, provider, service dates, place of service, procedure code, and modifier)
037	AUTHORIZATION # WAS NOT TRANSMITTED TO VA FSC (Request that the authorization be transmitted from ICE by point of contact in notes/clinical notes)
038	AUTHORIZATION/NUMERICAL INFORMATION INVALID (Incorrect MedPAR/Authorization #/Numerical value in box 23 on HCFA 1500, box 63 on the UB 04 or box 2 on the ADA/Dental form - Refer to Provider Information – Claim Requirements on HCPS)

DENIED9	INVALID OR INCORRECT PROCEDURE CODE (Verify you are using the current procedure code(s) on your claim)
DENIED10	AUTH CANCELLED. OBTAIN NEW AUTH & RESUBMIT CLAIM (authorization cancelled because the detainee was released from custody, refused service, the appt was cancelled or rescheduled - Contact the person who initiated the MedPAR found in the notes/clinical notes section)
DENIED11	FISCAL YEAR CLOSED (No funding available for year on claim)
DENIED12	INABILITY TO ESTABLISH/VERIFY PAYMENT RATES (Critical Access Hospital - Submit current Rate Letter to VA FSC to cover date(s) of service)
DENIED13	NAME CONFLICT (Verify name on the claim to name on the MedPAR)
NC	SERVICE(S) OR PROCEDURE(S) ARE NOT COVERED (Code(s)/service(s) are not covered by Medicare)
PR1	PLEASE SUBMIT W-9 TO ENROLL AS PAYEE (Fax updated W-9 form to (512) 460-5538)
PR2	TREASURY ELECTRONIC DIRECT DEPOSIT DENIED (Fax updated ACH form to (512) 460-5538)
PR3	TAX ID# IS INACTIVE (Provider no long wants Tax ID used - Fax new/updated W-9, ACH, and letter for inactive Tax ID Verification letter to (512) 460-5538)
PR4	SUBMIT UPDATED IRS W-9 FORM (BILLING ADDRESS does not match BILLING ADDRESS on file with VA FSC – Fax new/updated W-9 form to (512) 460-5538)
PR5	SUBMIT UPDATED ACH FORM (BILLING ADDRESS does not match BILLING ADDRESS on file with VA FSC – Fax new/updated ACH form to (512) 460-5538)
PR6	W-9 & ACH IS REQUIRED FOR PROCESSING & PAYMENT (New Provider enrollment documents are needed – Fax W-9 and ACH forms to (512) 460-5538)

*Office of Enforcement and Removal Operations
ICE Health Service Corps*

U.S. Department of Homeland Security
500 12th Street, SW
Washington, DC 20536



**U.S. Immigration
and Customs
Enforcement**

August 9, 2021

City of Pharr EMS
3000 N Cage Blvd.
Pharr, Tx 78577
(956) 402-2100
TIN: 74-6001875

From: Medical Claims Office
ICE Health Service Corps
500 12th St SW
Washington, DC 20536-5202
MedicalClaims@ice.dhs.gov
866-382-8756 eFax

SUBJECT: Letter of Understanding

This Letter of Understanding (LOU) confirms the understanding and professional relationship between City of Pharr EMS and U.S. Immigrations and Customs Enforcement (ICE) Health Service Corps (IHSC). City of Pharr EMS is willing to provide services to our detainees referred from IHSC; in exchange for timely adjudication and payment of normal and customary charges at the prevailing Medicare rates applicable to City of Pharr EMS at the time of service. This LOU is not intended nor shall it be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury; appropriated funds are obligated only when medical services are ordered by IHSC.

ICE IHSC facilities, Non-IHSC facilities or U.S. Customs and Border Patrol (CBP) will provide security for the detainee while at City of Pharr EMS

Authorized payments for health care services are reimbursed in accordance with Title 18, Part III, Chapter 301, Section 4006 of the U.S. Code and shall not exceed Medicare reimbursement rates.

Dental services are reimbursed at IHSC's standard reimbursement rate of 90% Usual and Customary Rates (UCR).

IHSC shall be responsible for payment of services rendered, while the patient is in ICE or CBP custody, until the patient is discharged. If the detainee is released from ICE or CBP custody, the patient is responsible for the hospital bill from the date of release from ICE/CBP custody until the date of hospital discharge.

Medicare for Fee Schedule is used for physicians, ambulance services, clinical laboratory services and durable medical equipment. High Cost Drugs and Implants would need prior approval for authorization.

To ensure continuity of medical care, City of Pharr EMS agrees upon written notification to provide IHSC with timely documentation of medical services rendered to detainees referred for care. Additionally, City of Pharr EMS will act to ensure that all services provided to referred IHSC detainees are performed by licensed independent practitioners acting within the scope of their current privileges. Both parties acknowledge and agree that no additional rights or obligations are intended, arise, or vest as a result of accepting this LOU or through City of Pharr EMS acceptance of payment from the U.S. Department of the Treasury, on behalf of IHSC.

If services are provided by licensed independent practitioners whom are not covered under the Tax ID Number of this LOU, it is the responsibility of City of Pharr EMS to provide IHSC the contact information to ensure proper payment for the licensed independent practitioners at their facility.

City of Pharr EMS agrees to submit claims to the Financial Services Center in Austin, Texas, within one year (365 calendar days) of the date of service. Claims must be sent to:

ICE Health Service Corps VA Financial Services Center, P.O. Box 149345, Austin, TX 78714-9345

-OR-

- Electronically to payer ID – VAICE
- For questions regarding electronic billing: clearinghouse's website is www.claimsnet.com/vafsc

City of Pharr EMS may contact the Financial Services Center at 800-479-0523 with any inquiries regarding claim status. IHSC will subsequently designate a primary contact to VA Financial Services Center.

This LOU may be terminated without cause by City of Pharr EMS or IHSC, upon providing a thirty (30) days advance written notice to the other party.

If you concur with the above understanding, please countersign, date, and return the attached copy of this LOU to IHSC Medical Claims Office.

Sincerely,

Dr. Stewart Smith
Assistant Director
ICE Health Service Corps
500 12th St. SW
Washington, DC 20536

Date

Reviewed and accepted:

Edward Wylie
City Manager
118 S Cage Blvd.
Pharr, Tx 78577

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: August 10, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, authorizing the City Manager to enter into an Affiliation Agreement with the Texas State Technical College, to allow their EMT students to do clinical ride outs with Pharr Emergency Medical Service

Classification: Regular

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

Issue: This would allow the EMT students from TSTC to do their clinical ride-outs with Pharr EMS (Project #2021-62-525-S034-001)

Fiscal Consideration: no financial burden to the city

Staff Recommendation: Staff recommends approval

Alternatives: no alternatives

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 8/10/2021

Daniel Ramirez

Approved - 8/10/2021

Patricia Rigney

Approved - 8/10/2021

City Management Office

Final Approval - 8/13/2021

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of August 5, 2021 (the “Effective Date”) by and between City of Pharr, Texas, ("Affiliate") and Texas State Technical College ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the “EMS Program”);

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the “Facility”);

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience (“Clinical Program”) component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate’s permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a “Rotation”);

- (iii) provide training for Affiliate’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate’s patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively “Program Participants”) shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to: Texas State Technical College
 1902 N Loop 499
 Harlingen, TX 78580
 Attention: Mr. Salvador Acevedo

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(EDUCATIONAL INSTITUTION)

By:  _____

Title: Sr. VP Student Learning

Date: Aug 5, 2021

AFFILIATE

City of Pharr EMS

By: Daniel Ramirez

Title: Chief

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (*e.g.*, Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

- 1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- 3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
- 5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	

ADDENDUM TO THE AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

The following terms and conditions are incorporated into and form a part of the Affiliation and Program Agreement For Clinical Experience hereinafter referred to as the "Agreement", between the **City of Pharr, Texas** and **Texas State Technical College**, to which they are attached for all purposes. "Affiliate" means City of Pharr, Texas; and "TSTC" means Texas State Technical College, an institution of higher education and an agency of the State of Texas. Contractor and TSTC may individually be referred to as a "Party" or collectively as "Parties" to the Agreement or this Addendum.

- a. Limitations. The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC, as an agency of the State of Texas, and the authority of Affiliate, as a home-ruled municipality, to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on the Parties' property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; jury waivers; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Parties except to the extent authorized by the laws and Constitution of the State of Texas. Nothing in the Agreement is a waiver by either Party or the State of Texas of sovereign immunity, or any other immunities, from suit or from liability that Affiliate, TSTC or the State of Texas may have by operation of law.
- b. Counterparts. This Addendum may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.
- c. Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement by their duly authorized officers or representatives as of the latest of the below listed dates.

TSTC

Texas State Technical College

By: 
Hector Yanez (Aug 5, 2021 2:43 CDT)

(Authorized Signature)

Sr. VP Student Learning

(Title)

Date: Aug 5, 2021

Affiliate

City of Pharr, Texas

By: _____

(Authorized Signature)

(Title)

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: August 10, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to amend the lease agreement Styker for equipment for 7 new ambulances.

Classification: Regular

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

Issue: This amendment to the lease agreement would add new equipment for the 7 new ambulances. This would include power cot, power load, stair chair, Lifepak15, LUCAS III and Macgrath Video Larygyscope. This lease includes maintenance on all equipment, replacement if broken, and replacement when new versions come out (Project #2021-62-525-S25-001)

Fiscal Consideration: \$498,390.00

Staff Recommendation: Staff Recommends Approval

Alternatives: no alternatives

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Daniel Ramirez

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/10/2021

Approved - 8/10/2021

New - 1/1/1900

Amendment No. 003 to Equipment Schedule No. 001 to Master Agreement Number 2110135103

Owner: Flex Financial, a division of
Stryker Sales, LLC
Address: 1901 Romence Road Parkway
Portage, MI 49001

Customer: City of Pharr, Texas

Address: 118 S CAGE BLVD FL 3
PHARR, Texas 78577-4855

Check if applicable:

☒	Restated equipment:
☒	Restated service coverage:
☐	Additional term in months:
☒	New payment amount:

See Part I on attached Exhibit A

See Part II on attached Exhibit A

10 Annual Payments of \$498,390.00 (First payment due 30 days after Agreement is commenced), (Plus applicable sales/use taxes)

Amendment Effective Date: Signature Date

Amendment proposal valid through last business day of August, 2021

Owner and Customer desire to amend the agreement described above (the "Agreement"), as follows:

- Restated equipment:** If checked above, the equipment described in Part I on Exhibit A is hereby restated as the "Equipment" subject to the terms and conditions of the Agreement, which if adding Equipment such added Equipment shall be shipped to Customer within a reasonable time after this Amendment is signed by Customer and returned to Owner.
- Restated service coverage:** If checked above, the service described in Part II-Service Coverage in the attached Exhibit A shall supersede and replace Part I-Service Coverage set forth in the original Exhibit A to the Agreement, effective as of the Amendment Effective Date.
- Additional term in months:** If checked above, the term of the Agreement is extended for the number of additional months described above and payments (as modified herein) shall continue to be due during such extension. If not checked above, the term of the Agreement will not be extended and the payments (as modified herein) shall be due during the remainder of the Term.
- New payment amount:** If checked above, commencing on the first date a payment is due under the Agreement subsequent to the Amendment Effective Date, the payments due under the Agreement shall be the New Payment Amount.
- New payment amount adjustment:** The New Payment Amount was calculated by Owner based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-15 and in the event the Amendment Effective Date starts more than 30 days after Owner sends this Amendment to Customer, Owner may adjust the New Payment Amount once to compensate it, in good faith, for any increase in such rate.
- Insurance:** Customer agrees to provide proof of insurance with respect to any added Equipment in accordance with the terms of the Agreement.
- Miscellaneous:** All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Agreement. The terms of this Amendment shall be effective for all purposes as of the Amendment Effective Date. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect. All terms and conditions of the Agreement are incorporated herein by reference thereto.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Amendment No. 003 to Equipment Schedule No. 001 to Master Agreement No. 2110135103

Customer name: City of Pharr, Texas

Delivery address: 3000 N CAGE BLVD, Pharr, Texas 78577-1708

Part I - Equipment

Current equipment

Model No.	Description	Qty
99577-001957	LP15,ENSP02CO3L/12LEXNIBP	15
41577-000288	LP15 ACCRY SHIPKIT,AHAS	15
11140-000015	POWER CORD-MLD,DOMSTR RCPT	15
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	15
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	15
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	15
11171-000050	RAINBOW DCIP PED REUSABLE SENS	15
11160-000011	NIBP CUFF-REUSEABLE,INFANTBA	15
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	15
11160-000015	NIBP CUFF-REUSEABLE,ADULTBAY	15
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADUL	15
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	15
11577-000002	KIT - CARRY BAG,MAIN BAG	15
11220-000028	TOP POUCH	15
11260-000039	KIT - CARRY BAG,REAR POUCH3	15
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	45
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	15
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	15
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	15
11576-000080	BATTERY,LUCASDARK GRAYY	15
11576-000047	LUCAS SUCTIONCUP DISP 12-PACK	15
11996-000393	LARYNGOSCOPE,VIDEOMCGRATH MAC	16
11996-000413	LARYNGOSCOPE,BLADESMAC1BOX O	16
11996-000414	LARYNGOSCOPE,BLADESMAC2BOX O	16
11996-000415	LARYNGOSCOPE,BLADESMAC3BOX O	16
11996-000416	LARYNGOSCOPE,BLADESMAC4BOX O	16
11996-000398	BLADES,LARYNGOSCOPEX3BOX OF	16
639006000000	MTS POWER LOAD	12
650606000000	6506 MTS PWRPRO COT HIGH CNFIG	12
6252000000	STAIR PRO - MODEL 6252	15
6252040000	HEAD SUPPORT OPTION	15
6250140000	ELASTIC O2 HOLDER OPTION	15
21996-000109	GATEWAY, WIRELESS, TITANIII US	6

Current total equipment: \$2,596,666.85

Restated equipment

Model No.	Description	Qty
99577-001957	LP15,ENSP02CO3L/12LEXNIBP	22
41577-000288	LP15 ACCRY SHIPKIT,AHAS	22
11140-000015	POWER CORD-MLD,DOMSTR RCPT	22
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	22
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	22
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	22
11171-000050	RAINBOW DCIP PED REUSABLE SENS	22
11160-000011	NIBP CUFF-REUSEABLE,INFANTBA	22
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	22
11160-000015	NIBP CUFF-REUSEABLE,ADULTBAY	22
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADUL	22
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	22
11577-000002	KIT - CARRY BAG,MAIN BAG	22
11220-000028	TOP POUCH	22
11260-000039	KIT - CARRY BAG,REAR POUCH3	22
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	66
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	22
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	22
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	22
11576-000080	BATTERY,LUCASDARK GRAYY	22
11576-000047	LUCAS SUCTIONCUP DISP 12-PACK	22
11996-000393	LARYNGOSCOPE,VIDEOMCGRATH MAC	23
11996-000413	LARYNGOSCOPE,BLADESMAC1BOX O	23
11996-000414	LARYNGOSCOPE,BLADESMAC2BOX O	23
11996-000415	LARYNGOSCOPE,BLADESMAC3BOX O	23
11996-000416	LARYNGOSCOPE,BLADESMAC4BOX O	23
11996-000398	BLADES,LARYNGOSCOPEX3BOX OF	23
639006000000	MTS POWER LOAD	19
650606000000	6506 MTS PWRPRO COT HIGH CNFIG	19
6252000000	STAIR PRO - MODEL 6252	22
6252040000	HEAD SUPPORT OPTION	22
6250140000	ELASTIC O2 HOLDER OPTION	22
21996-000109	GATEWAY, WIRELESS, TITANIUM US	13

Additional equipment: \$1,320,369.54
Restated total equipment: \$3,917,036.39
Current Service Coverage

Model No.	Description	Yrs	Qty
21996-000109	GATEWAY,WIRELESSTITANIUM US		9
11600-000030	CODE-STAT 11 DATA REVIEW SEAT		1
78000172	CODE-STAT Maint Subscrip 3 yrs		1
78000171	Lifenet Asset (Per Device)		30
78000171	Lifenet Asset (Per Device)		12
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	10	15
78000020	On Site Prevent for LUCAS 3,v3.1 Chest Compression Patient Straps(1) Stabilization Strap(2) Suction CupsEach Device	10	15
71061PT	Power-PRO Prevent Service	10	12
76011PT	Power-LOAD Prevent Service	10	12
0077-100-003	Cot Upgrade or Install	10	12
73071PT	Stair Chair Prevent Service	10	15

Current service coverage: \$710,333.15
Restated Service Coverage

Model No.	Description	Yrs	Qty
21996-000109	GATEWAY,WIRELESSTITANIUM US		9
11600-000030	CODE-STAT 11 DATA REVIEW SEAT		1

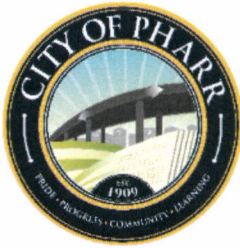
78000172	CODE-STAT Maint Subscrip 3 yrs		1
78000171	Lifenet Asset (Per Device)		44
78000171	Lifenet Asset (Per Device)		19
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	10	22
78000020	On Site Prevent for LUCAS 3,v3.1 Chest Compression Patient Straps(1) Stabilization Strap(2) Suction CupsEach Device	10	22
71061PT	Power-PRO Prevent Service	10	19
76011PT	Power-LOAD Prevent Service	10	19
0077-100-003	Cot Upgrade or Install	10	19
73071PT	Stair Chair Prevent Service	10	22

Additional service coverage:\$356,530.46

Restated total service coverage:\$1,066,863.61

Current total amount:\$3,307,000.00

Restated total amount:\$4,983,900.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: August 12, 2021

MEETING DATE: August 16, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Halff Associates for Professional Engineering Services for the Pharr International Bridge Maintenance Master Plan.

Classification: Regular

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

Issue: A Maintenance Master Plan is needed to assess pavement conditions and other related Pharr International Bridge assets. The Maintenance Master Plan will prioritize a list of maintenance projects for the Pharr International Bridge. (Project #1920-01-528-S013-001E)

Fiscal Consideration: Engineering Fee \$32,400

Staff Recommendation: Staff recommends approval authorizing City Manager to negotiate and enter into a contract with Halff Associates for Professional Engineering Services for the Pharr International Bridge Maintenance Master Plan.

Alternatives: N/a

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

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

Created/Initiated - 8/12/2021
Approved - 8/12/2021
Approved - 8/12/2021
Approved - 8/12/2021
New - 10/17/2019



August 11, 2021
P43261.001

Luis Bazan, Bridge Director
City of Pharr – International Bridge
9900 S. Cage Blvd.
Pharr, TX 78577

C/o: Mr. Omar Anzaldua, PE, PMP, CFM
City Engineer

Re: Proposal for Professional Services for the Pharr International Bridge Maintenance Plan

Dear Mr. Bazan,

Attached you will find a proposal to develop an Asset List, perform an assessment of the pavement surfaces of the roadways at the Pharr International Bridge, develop construction plans for the repairs and develop a Bridge Asset Maintenance Plan. The pavement assessment will only review streets within the City's properties and the associated UETA parking lot. Based on the initial site visit where we observed the pavement along the City Offices, the pavement does not appear to be near the end of its useful life. It is, however, in need of some maintenance and spot repairs. Because of the immediate need for some of these repairs, it is not recommended that this maintenance work be included in the conceptual Master Plan for the Port of Entry and delayed for a significant amount of time.

It is the goal of this project to develop a Bridge Asset Maintenance Plan for the infrastructure the City is responsible for maintaining and will incorporate the recent assessment of the UETA building and the latest inspection report of the bridge by the Texas Department of Transportation. The pavement assessment described above will also be incorporated into this Bridge Asset Maintenance Plan.

We are excited to be a partner with the City, working toward the improvement of the Pharr International Bridge. I look forward to meeting with you in the next few days to discuss the contents of this proposal and go over any questions you may have.

Sincerely,
Halff Associates, Inc.

A handwritten signature in blue ink, appearing to read "R. Saenz", is written over a light blue circular stamp.

Robert Saenz, PE, CFM, PMP
Vice President

Approved by:
City of Pharr

By: _____

Date: _____

Pharr Port of Entry (POE)
Bridge Asset Maintenance Plan
Scope of Work

Background: The Pharr International Bridge (“the Bridge”) has been in operation since 1995. Since then, it has become one of the most important land ports of entry for agricultural produce in the United States (US), with an economic impact of over \$100 Billion annually. With a daily traffic load of over 3,000 vehicles, the Bridge has a steady flow of users who depend on its integrity to conduct business. Complaints of “rough patches” and unexpected bumps are starting to be voiced, as parts of the pavements have started to fail. The City of Pharr Bridge Department has reached out to Halff to perform an assessment of the pavement to provide recommendations and construction documents to begin the needed repairs.

Scope of Work: The Scope of Work includes the evaluation and assessment of the southbound lanes and portion of the northbound lanes that bear on City property and are not part of the bridge deck. The service road to the City offices and the UETA parking lot will also be assessed. Figure 1, found on page 3, shows the limits of the proposed assessment. The proposed assessment will include not only the pavement condition, but also related assets within the project limits such as curb and gutter, signs, striping, storm drains, manhole covers, sidewalks, and lighting.

Tasks:

1. **Asset List and Map:** Prepare a map and asset list that outlines what structures and improvements the City of Pharr is responsible for maintaining. This Asset List will be used to define a Maintenance Schedule for the various assets.
2. **Pavement Assessment:** Areas included in the highlighted area shown in Figure 1 will be observed for deficiencies, including but not limited to, roughness, rutting, cracking, shifting, loss of support, and other distresses. The report shall illustrate the condition and findings of the pavement surfaces, overall system condition and trends, maintenance recommendations, rehabilitation, re-construction, prioritization, estimated costs, and a long-term suggested maintenance schedule.
3. **Survey:** Obtain topographical information of the pavement geometry and extent of the failures to be used in the assessment report. We will utilize available CADD drawings and available survey data, as much as possible, to define the structure footprints on the Asset map.
4. **Pavement Repair Construction Documents:** A set of construction plans and technical specification for the major repairs and maintenance items identified as high priority in the Pavement Assessment. The City can use this bid set to solicit bids for the repair of the pavement.
5. **Bridge Asset Maintenance Plan:** Develop a maintenance plan for the City-owned properties outlined in the Asset List and Map. The maintenance plan will incorporate the facility improvements included in the recent assessment of the UETA building, the most recent Bridge Inspection Report from the Texas Department of Transportation, and the pavement assessment proposed above. The maintenance plan will include a list of major routine maintenance items or activities/inspections needed and propose a schedule for when certain maintenance activities should occur. This scheduled list of activities are designed to prolong the life of the existing structures and will facilitate the budget process.

Deliverables: Halff will prepare the following as part of this project:

- Asset List – a table describing the improvement and/or structure.
- Asset Map – a graphic representation of the improvements included in the Asset List, showing the limits on an aerial of the Bridge grounds.
- Pavement Assessment report - a technical memorandum report outlining:
 - the condition of the pavement surfaces,
 - a prioritized list of recommended improvements,
 - estimated costs, and
 - a suggested maintenance schedule.
- Construction Documents for the high-priority, proposed pavement repairs.
- **Bridge Asset Maintenance Plan** – a technical report that outlines the needed maintenance activities for the improvements defined in the Asset List. The Maintenance Plan will include the following:
 - Description of routine maintenance activities
 - Schedule of routine maintenance activities for assets listed in the Asset List

Fee Schedule

Task	Fee
Asset List and Map	\$ 3,000
Pavement Assessment	\$ 9,900
Topographic Survey	\$ 3,500
Pavement Repair Construction Documents	\$ 8,000
Bridge Asset Maintenance Plan	\$ 8,000
Construction Administration and Bidding	TBD
Total	\$ 32,400



Figure 1: Aerial view of the Pharr International Bridge. Areas highlighted in yellow are to be evaluated as part of this scope of work for the Pavement Assessment.



Figure 2: Aerial view of the Pharr International Bridge. Areas highlighted in blue are to be evaluated as part of this scope of work for the Maintenance Plan.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: August 12, 2021

MEETING DATE: August 16, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing the City Manager to extend the Master Service Agreement for Construction Material Testing (CMT) & Geotech Services with the geotechnical firms currently on the City of Pharr's rotation list.

Classification: Regular

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

Issue: The City of Pharr solicited unit prices for various types of Construction Material Testing and Geotechnical Services from the four (4) Geotechnical Firms listed below: Rotation List approved CC meeting 09-04-18:

Millennium Engineers Group, Inc., Pharr, TX
Raba Kistner, McAllen, TX
PSI, Intertek, Harlingen, TX
Terracon Consultants, Pharr, TX\).

After receiving their unit prices, staff evaluated the submittals and established prices/rates based on the responses. The vendors have agreed to maintain the same unit prices.

(Project # 1718-01-528-S016-187)

Fiscal Consideration: Budgeted in each individual Project

Staff Recommendation: Staff recommends approval authorizing the City Manager to extend the Master Service Agreement for Construction Material Testing (CMT) & Geotech Services (Project # 1718-01-528-S016-187) with the geotechnical firms currently on the City of Pharr's rotation list for an additional year at no increase to original unit prices. This will be the second 1 year contract extension of a possible 2 year contract extension.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 8/12/2021

Omar Anzaldua

Approved - 8/12/2021

Ignacio Amezcua

Approved - 8/12/2021

Patricia Rigney

Approved - 8/12/2021

Karla Saavedra

New - 9/4/2020

City Management Office

PROJECT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THE STATE OF TEXAS	§	
	§	
CLIENT OF PHARR		§
	§	
COUNTY OF HIDALGO	§	

This Agreement is between **FIRM**, (hereafter referred to as "LABORATORY"); and **CLIENT of Pharr**, (hereinafter referred to as the "CLIENT"). LABORATORY is hereby authorized to perform professional geotechnical Engineering services in connection with **Construction Material Testing (CMT) & Geotechnical Services Pool Project No. 1718-01-528-S016-187**, hereinafter referred to as the Project.

Date: _____

CLIENT: CLIENT of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Construction Material Testing (CMT) & Geotechnical Services Pool
Project No. 1718-01-528-S016-187**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

1.1 This agreement is based on providing the following services for the Project referred to herein, refer to **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *LABORATORY acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

1.2 LABORATORY SHALL:

- (a) Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (b) Provide only those services that, in the opinion of LABORATORY, lie within the technical and professional area of expertise of LABORATORY and which LABORATORY is adequately staffed and equipped to perform.
- (c) Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- (d) Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CLIENT specifications or other documents. Such reports shall be complete and factual, citing the test performed, methods employed, values obtained, parts of the structure and location at which test were made.
- (e) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CLIENT or its authorized representative documentation of such calibration.

1.6 Report Distribution and Ownership.

- (a) Consider all reports to be the confidential property of the CLIENT, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CLIENT or its authorized representative.
- (b) The CLIENT acknowledges the LABORATORY's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the LABORATORY. The CLIENT shall not reuse or make any modification to the reports without the prior written authorization of the LABORATORY. Any unauthorized reuse of the documents will be at the CLIENT's sole risk.

1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CLIENT at all reasonable time.

Section 2

Representations and Warranties

By executing this Agreement, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 LABORATORY will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to LABORATORY's liabilities hereunder in insurance coverage as mentioned above and LABORATORY waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* LABORATORY shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* LABORATORY shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* LABORATORY shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by LABORATORY in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* LABORATORY shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by LABORATORY and/or any of LABORATORYs

agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements*. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of LABORATORY; products and completed operations of LABORATORY; premises owned, occupied or used by LABORATORY; or automobiles owned, leased, hired or borrowed by LABORATORY. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, LABORATORY's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of LABORATORY's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) LABORATORY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) LABORATORY's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to CLIENT.
 - (a) *Deductibles*. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, LABORATORY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers*. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage*. LABORATORY shall provide certificates of insurance with original endorsements to CLIENT as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with CLIENT before commencement of work by LABORATORY. At the request of CLIENT, LABORATORY shall provide

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The LABORATORY shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, LABORATORYs, directors, members, managers, employees, and CLIENT's LABORATORYs from and against any and all costs, losses, and damages (including but not limited to all fees and charges of LABORATORYs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The LABORATORY agrees that it shall, at LABORATORY's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from LABORATORY's negligence and/or the negligence of LABORATORY's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the two (2) year contract period or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the CLIENT of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by LABORATORY without cause; the LABORATORY shall be paid the reasonable value of services performed by the LABORATORY prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and LABORATORY's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. LABORATORY shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related

to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and LABORATORY. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit B-Fee Schedule**.

5.2 For all services to be performed by LABORATORY under this agreement, CLIENT shall issue Work Orders per project. Work Orders shall specify an overall amount Not to Exceed amount for the service to be performed based on unit prices set forth in **Exhibit B-Fee Schedule**. In no event shall LABORATORY's total compensation exceed the Work Order amount. without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost-plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. LABORATORY or LABORATORY or any CONTRACTOR is not authorized to claim on behalf of service

or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to LABORATORY, LABORATORY or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the LABORATORY which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify LABORATORY of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The LABORATORY and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to LABORATORY in the event one or more of the following conditions are in existence:

8.2 LABORATORY is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided LABORATORY a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to LABORATORY and provided LABORATORY a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 LABORATORY has failed to make payment promptly to LABORATORYs or other third parties used in connection with the services for which CLIENT has made payment to LABORATORY;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide LABORATORY with

written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due LABORATORY hereunder unless and until LABORATORY, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves LABORATORY of any its obligations hereunder with respect thereto;

8.7 LABORATORY shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 LABORATORY acknowledge that LABORATORY's special skill and expertise is a material consideration for CLIENT entering into this Agreement. LABORATORY shall not assign, subcontract or delegate to any other party the performance of any to be rendered by LABORATORY under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, LABORATORY shall be fully responsible to CLIENT for all acts or omissions of the sub-LABORATORY (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, LABORATORY shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to LABORATORY and upon approval thereof by CLIENT, CLIENT shall pay to LABORATORY the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the LABORATORY except those previously made in writing and identified by the LABORATORY as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs,

reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to LABORATORY or to any other party. The LABORATORY may retain reproducible copies of such documents. The CLIENT will require three (3) copies of the final geotechnical Engineering report and a electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold LABORATORY harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and LABORATORY agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on LABORATORY's experience and abilities with respect to performing the Services. LABORATORY represents to CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The LABORATORY represents, covenants and agrees that the person directly in charge of the professional LABORATORY work is duly registered under applicable Texas Law.

11.3 LABORATORY shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by LABORATORY shall not relieve LABORATORY from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of LABORATORY's service hereunder.

11.4 The CLIENT and LABORATORY agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the LABORATORY. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to CLIENT owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by LABORATORY. LABORATORY shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, LABORATORY shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort

from LABORATORY. The CLIENT will provide LABORATORY information of their underground facilities.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and LABORATORY and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Millennium Engineers Group, Inc.
5804 N. Gumwood
Pharr, TX 78577
Raul Palma, P.E.**

LABORATORY

By: _____
Signature

ENGINEER

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

Ed Wylie
Interim City Manager
City of Pharr, Texas

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



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
925-17 LABOR		
1. LABOR: SUPPORT MANAGER	HR	\$97.50
2. LABOR: QUALITY MANAGER (YRS EXPERIENCE: 10 to 20)	HR	\$125.00
3. LABOR: SENIOR ENGINEER (YRS EXPERIENCE: 15+)	HR	\$142.50
4. LABOR: PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)	HR	\$130.00
5. LABOR: DESIGN ENGINEER (YRS EXPERIENCE: 5 to 10)	HR	\$120.00
6. LABOR: ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$105.00
7. LABOR: SENIOR ENGINEER TECH (YRS EXPERIENCE: 15+)	HR	\$64.50
8. LABOR: ENGINEER TECH (YRS EXPERIENCE: 5 to 15)	HR	\$57.50
9. LABOR: JUNIOR ENGINEER TECH (YRS EXPERIENCE: 1 to 5)	HR	\$52.50
10. LABOR: SENIOR CADD OPERATOR (YRS EXPERIENCE: 15+)	HR	\$70.00
11. LABOR: CADD OPERATOR (YRS EXPERIENCE: 5 to 15)	HR	\$60.00
12. LABOR: JUNIOR CADD OPERATOR (YRS EXPERIENCE: 1 to 5)	HR	\$50.00
13. LABOR: ADMIN/CLERICAL	HR	\$50.00
14. LABOR: SENIOR GEOLOGIST (YRS EXPERIENCE: 15+)	HR	\$137.50
15. LABOR: GEOLOGIST (YRS EXPERIENCE: 5 to 15)	HR	\$117.50
16. LABOR: GEOLOGIST-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$100.00
925-46 GEOTECH SERVICE		
17. GEOTECH SERVICE: CALCIUM CARBONATE CONTENT OF SOILS (UNIT: ASTM D4373)	EACH	\$80.00
18. GEOTECH SERVICE: CALIFORNIA BEARING RATIO (SINGLE SAMPLE WITHOUT MD CURVE) (UNIT: ASTM D1883)	EACH	\$475.00
19. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS	EACH	\$330.00
20. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS INSTALLATION	EACH	\$355.00
21. GEOTECH SERVICE: CONCRETE/AC PATCH	PER PATCH	\$62.50
22. GEOTECH SERVICE: CORE DRILL ASPHALT	EACH	\$52.50
23. GEOTECH SERVICE: CORE DRILL CONCRETE	EACH	\$150.00
24. GEOTECH SERVICE: CORE REPAIR/PATCH ASPHALT COLD MIX	EACH	\$54.00
25. GEOTECH SERVICE: CORE REPAIR/PATCH CONCRETE-UTILIBOND	EACH	\$60.00
26. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW)	TRIP	\$262.50
27. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 4-IN. DIAMETER CORES	INCH	\$217.50
28. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 6-IN. DIAMETER CORES	INCH	\$272.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
29. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (A) 4-IN. DIAMETER CORES	INCH	\$217.50
30. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (B) 6-IN. DIAMETER CORES	INCH	\$272.50
31. GEOTECH SERVICE: DIRECT SHEAR TEST OF SOILS UNDER CONSOLIDATED DRAINED CONDITIONS (UNIT: ASTM D3080)	SET OF 3	\$920.00
32. GEOTECH SERVICE: DRILLING & SAMPLING - HARD ROCK-DIAMOND BIT	LF	\$52.00
33. GEOTECH SERVICE: DRILLING & SAMPLING - ROCK	LF	\$47.50
34. GEOTECH SERVICE: DRILLING & SAMPLING - SOFT ROCK-CARBIDE BIT	LF	\$47.50
35. GEOTECH SERVICE: DRILLING & SAMPLING - SOILS	LF	\$40.00
36. GEOTECH SERVICE: ELECTRONIC WATER LEVEL DEVICE	DAY	\$274.50
37. GEOTECH SERVICE: MODIFIED PROCTOR TEST (UNIT: ASTM D1557)	EACH	\$240.00
38. GEOTECH SERVICE: ONE DIMENSIONAL CONSOLIDATION PROPERTIES OF SOIL (UNIT: ASTM D2435)	EACH	\$475.00
39. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHOD C (UNIT: ASTM D4546)	EACH	\$202.50
40. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHODS A & B (UNIT: ASTM D4546)	EACH	\$237.50
41. GEOTECH SERVICE: PERMEABILITY OF SILT AND CLAYS (UNIT: ASTM D5084)	EACH	\$225.00
42. GEOTECH SERVICE: PIEZOMETER - 2"	FOOT	\$44.50
43. GEOTECH SERVICE: PIEZOMETER COMPLETION /ABANDONMENT (INCLUDING GROUTING)	EACH	\$800.00
44. GEOTECH SERVICE: PIEZOMETER FINISH: (A) FLUSH MOUNT W/2' X 2' PAD	EACH	\$900.00
45. GEOTECH SERVICE: PIEZOMETER FINISH: (B) STICK-UP W/ 4 BOLLARDS ON A 4' X 4' PAD	EACH	\$1,500.00
46. GEOTECH SERVICE: PIEZOMETER-2" (INCLUDING WELL COMPLETION AND INSTALLATION)	LF	\$144.50
47. GEOTECH SERVICE: SOIL BORING /ROCK CORING WITHOUT TCP (> 60 FT.)	LF	\$50.00
48. GEOTECH SERVICE: SOIL BORING WITH SPT (UNIT: ASTM D1586)	LF	\$21.00
49. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.):	LF	\$14.00
50. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$31.00
51. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$19.75
52. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): © AUGURING	LF	\$17.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
53. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.):	LF	\$16.00
54. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$33.00
55. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$23.00
56. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITHOUT TCP (< 60 FT.)	LF	\$31.50
57. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (< 60 FT.) (UNIT: Tex-132-E)	LF	\$33.00
58. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (> 60 FT.) (UNIT: Tex-132-E)	LF	\$38.50
CORE (UNIT: ASTM D3967)	EACH	\$162.50
60. GEOTECH SERVICE: STAND BY OF CREW	HOUR	\$250.00
61. GEOTECH SERVICE: STANDARD PENETRATION TEST (SPT) (UNIT: ASTM D1586)	EACH	\$11.50
62. GEOTECH SERVICE: STANDARD PROCTOR TEST (UNIT: D698)	EACH	\$216.25
63. GEOTECH SERVICE: STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER (UNIT: ASTM D4221)	EACH	\$305.13
64. GEOTECH SERVICE: STANDARD TEST METHOD FOR PERMEABILITY OF GRANULAR SOILS (CONSTANT HEAD) (UNIT: ASTM D2434)	EACH	\$462.50
65. GEOTECH SERVICE: STANDARD TEST METHODS FOR DETERMINING DISPERSIVE CHARACTERISTICS OF CLAYEY SOILS BY THE CRUMB TEST (UNIT: ASTM D6572)	EACH	\$60.00
66. GEOTECH SERVICE: STANDARD TEST METHODS FOR IDENTIFICATION AND CLASSIFICATION OF DISPERSIVE CLAY SOILS BY THE PINHOLE TEST (UNIT: ASTM D4647)	EACH	\$272.50
67. GEOTECH SERVICE: SUCTION TEST (FILTER METHOD) (UNIT: ASTM D5298)	EACH	\$137.50
68. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (ROCK) (UNIT: ASTM D2938)	EACH	\$72.50
69. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (SOIL) (UNIT: ASTM D2166)	EACH	\$54.00
70. GEOTECH SERVICE: VERTICAL INCLINOMETER	EACH	\$300.00
71. GEOTECH SERVICE: VERTICAL INCLINOMETER INSTALLATION	EACH	\$750.00
72. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER	EACH	\$875.00
73. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER INSTALLATION	EACH	\$1,000.00
74. GEOTECH SERVICE: VOLUMETRIC SHRINKAGE (UNIT: ASTM D427)	EACH	\$112.63
75. GEOTECH SERVICE: WATER STAND PIPES (UNIT: ASTM D4043)	LF	\$35.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
76. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS LESS THAN 100 MILES FROM RKI OFFICE TO SITE)	EACH	\$362.50
77. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM RKI OFFICE TO SITE)	MILE	\$4.63
78. GEOTECH SERVICE: BACKFILL BORINGS	LF	\$4.88
79. GEOTECH SERVICE: RESILIENT MODULUS TYPE 2 (5 OF FINE GRAINED AND/OR COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$375.00
80. GEOTECH SERVICE: RESILIENT MODULUS TYPE 1 (3 OF COARSE GRAINED AND/OR NON-COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$400.00
81. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: Tex-110-E)	EACH	\$65.75
82. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART II) - HYDROMETER ANALYSIS (UNIT: Tex-110-E)	EACH	\$275.00
961-48 MATERIALS TESTING LAB SERVICE		
83. MATERIALS TESTING LAB SERVICE: ABRASION OF COARSE AGGREGATE USING THE LOS ANGELES MACHINE (TEST CODE: TEX- 410-A)	EACH	\$387.50
84. MATERIALS TESTING LAB SERVICE: ABSORPTION AND DRY BULK SPECIFIC GRAVITY OF LIGHTWEIGHT COARSE AGGREGATE (TEST CODE: TEX-433-A)	EACH	\$77.50
85. MATERIALS TESTING LAB SERVICE: ACCELERATED POLISH TEST FOR COARSE AGGREGATE (TEST CODE: TEX-438-A)	EACH	\$700.00
86. MATERIALS TESTING LAB SERVICE: ACID INSOLUBLE RESIDUE FOR FINE AGGREGATE (TEST CODE: TEX-612-J)	EACH	\$237.50
87. MATERIALS TESTING LAB SERVICE: ADMIXING LIME TO REDUCE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-112-E)	EACH	\$175.00
88. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416- A)	EACH	\$30.00
89. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE VOLUMETRIC METHOD (TEST CODE: TEX- 414-A)	EACH	\$35.00
90. MATERIALS TESTING LAB SERVICE: APPARENT SPECIFIC GRAVITY OF MATERIAL FINER THAN NO. 50 SIEVE (TEST CODE: TEX-202-F)	EACH	\$84.25
91. MATERIALS TESTING LAB SERVICE: ASPHALT BINDER WATER IN PETROLEUM (TEST CODE: TEX-501-C AASHTO T 55)	EACH	\$225.00
92. MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)	EACH	\$227.50
93. MATERIALS TESTING LAB SERVICE: BOREHOLE GROUTING - BENTONITE CHIPS	LF	\$8.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
94. MATERIALS TESTING LAB SERVICE: BULK SPECIFIC GRAVITY AND WATER ABSORPTION OF AGGREGATE (TEST CODE: TEX-201-F)	EACH	\$84.80
95. MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)	EACH	\$66.50
96. MATERIALS TESTING LAB SERVICE: CALCULATING VISCOSITY FROM PENETRATION (TEST CODE: TEX-535-C)	EACH	\$200.00
97. MATERIALS TESTING LAB SERVICE: CANTABRO LOSS (TEST CODE: TEX-245-F)	EACH	\$200.00
98. MATERIALS TESTING LAB SERVICE: CAPPING CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-450-A)	EACH	\$52.50
99. MATERIALS TESTING LAB SERVICE: CASING / HOLLOW STEM AUGER SURCHARGE	LF	\$30.00
100. MATERIALS TESTING LAB SERVICE: COMBINED HMAC COLD-BELT SAMPLING AND TESTING PROCEDURE (TEST CODE: TEX-229-F)	EACH	\$100.00
101. MATERIALS TESTING LAB SERVICE: COMPACTING SPECIMENS USING THE TEXAS GYRATORY COMPACTOR (TGC) (TEST CODE: TEX- 206-F)	SET OF 3	\$142.50
102. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CEMENT MORTARS (TEST CODE: ASTM C109)	SET OF 3	\$38.00
103. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CONCRETE USING PORTIONS OF BEAMS BROKEN IN FLEXURE (TEST CODE: TEX-419-A)	EACH	\$35.50
104. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)	EACH	\$15.00
105. MATERIALS TESTING LAB SERVICE: CONDUCTIVITY TEST FOR FIELD DETECTION OF SULFATES IN SOIL (TEST CODE: TEX-146-E)	EACH	\$87.50
106. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- MULTIPLE CHANGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,183.75
107. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- SINGLE STAGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,343.75
108. MATERIALS TESTING LAB SERVICE: CUTBACK ASPHALTS -SPECIFIC GRAVITY, API GRAVITY, OR DENSITY OF CUTBACK ASPHALTS BY HYDROMETER METHOD; EMULSIFIED ASPHALTS - WEIGHT PER GALLON OF EMULSIFIED ASPHALT (TEST CODE: TEX-514-C ASTM D3142 ASTM D244)	EACH	\$675.00
109. MATERIALS TESTING LAB SERVICE: DEGRADATION OF COARSE AGGREGATE BY MICRO-DEVEL ABRASION (TEST CODE: TEX-461-A)	EACH	\$302.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
110. MATERIALS TESTING LAB SERVICE: DESIGN OF BITUMINOUS MIXTURES (TEST CODE: TEX-204-F)	EACH	\$2,750.00
111. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT FROM ASPHALT PAVING MIXTURES BY THE IGNITION METHOD (TEST CODE: TEX-236-F)	EACH	\$207.50
112. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)	EACH	\$175.00
113. MATERIALS TESTING LAB SERVICE: DETERMINING CHLORIDE AND SULFATE CONTENTS IN SOILS (TEST CODE: TEX-620-J)	EACH	\$112.00
114. MATERIALS TESTING LAB SERVICE: DETERMINING CRUSHED FACE PARTICLE COUNT (TEST CODE: TEX-460-A)	EACH	\$85.00
115. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL AND DECANTATION TEST FOR COARSE AGGREGATES (TEST CODE: TEX-217-F)	EACH	\$97.50
116. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL IN MINERAL AGGREGATE (TEST CODE: TEX-413-A)	EACH	\$90.00
117. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (TEST CODE: TEX-207-F (PART I))	EACH	\$52.50
118. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (VACUUM METHOD) (TEST CODE: TEX-207-F (PART VI))	EACH	\$70.00
119. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF PERMEABLE FRICTION COURSE (PFC) MIXTURES (TEST CODE: TEX-207- F (PART VIII))	EACH	\$70.00
120. MATERIALS TESTING LAB SERVICE: DETERMINING DRAINDOWN CHARACTERISTICS IN BITUMINOUS MIXTURES (TEST CODE: TEX-235-F)	EACH	\$100.00
121. MATERIALS TESTING LAB SERVICE: DETERMINING FLAKINESS INDEX (TEST CODE: TEX-224-F)	EACH	\$85.00
122. MATERIALS TESTING LAB SERVICE: DETERMINING FLAT AND ELONGATED PARTICLES (TEST CODE: TEX-280-F)	EACH	\$85.00
123. MATERIALS TESTING LAB SERVICE: DETERMINING HYDROCARBON-VOLATILE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-213-F)	EACH	\$139.00
124. MATERIALS TESTING LAB SERVICE: DETERMINING IN-PLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III))	EACH	\$36.50
125. MATERIALS TESTING LAB SERVICE: DETERMINING LIQUID LIMITS OF SOILS (TEST CODE: TEX-104-E)	EACH	\$66.50
126. MATERIALS TESTING LAB SERVICE: DETERMINING LONGITUDINAL JOINT DENSITY USING A DENSITY TESTING GAUGE (TEST CODE: TEX-207-F (PART VII))	EACH	\$100.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
127. MATERIALS TESTING LAB SERVICE: DETERMINING MAT SEGREGATION USING A DENSITY-TESTING GAUGE (TEST CODE: TEX- 207-F (PART V))	EACH	\$50.00
128. MATERIALS TESTING LAB SERVICE: DETERMINING MODULUS OF SUB-GRADE REACTION (K VALUE) (TEST CODE: TEX-125-E)	EACH	\$475.00
129. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT IN SOIL MATERIALS (TEST CODE: TEX-103-E)	EACH	\$13.00
130. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-212-F)	EACH	\$35.00
131. MATERIALS TESTING LAB SERVICE: DETERMINING PAVEMENT THICKNESS BY DIRECT MEASUREMENT (TEST CODE: TEX-423-A)	EACH	\$71.50
132. MATERIALS TESTING LAB SERVICE: DETERMINING PERCENT VOIDS AND SOLIDS IN CONCRETE (TEST CODE: TEX-405-A)	EACH	\$82.50
133. MATERIALS TESTING LAB SERVICE: DETERMINING PLASTIC SOIL LIMITS	EACH	\$69.00
134. MATERIALS TESTING LAB SERVICE: DETERMINING POTENTIAL VERTICAL RISE (TEST CODE: TEX-124-E)	EACH	\$82.50
135. MATERIALS TESTING LAB SERVICE: DETERMINING RHEOLOGICAL PROPERTIES OF ASPHALT BINDER USING A DYNAMIC SHEAR RHEOMETER (TEST CODE: AASHTO T315)	EACH	\$1,125.00
136. MATERIALS TESTING LAB SERVICE: DETERMINING SLAKING TIME (TEST CODE: TEX-102-E)	EACH	\$125.00
137. MATERIALS TESTING LAB SERVICE: DETERMINING SOIL PH (TEST CODE: TEX-128-E)	EACH	\$55.00
138. MATERIALS TESTING LAB SERVICE: DETERMINING SULFATE CONTENT IN SOILS - COLORIMETRIC METHOD (TEST CODE: TEX-145-E)	EACH	\$94.38
139. MATERIALS TESTING LAB SERVICE: DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE (TEST CODE: TEX-111-E)	EACH	\$61.50
140. MATERIALS TESTING LAB SERVICE: DETERMINING THE BAR LINEAR SHRINKAGE OF SOILS (TEST CODE: TEX-107-E)	EACH	\$67.15
141. MATERIALS TESTING LAB SERVICE: DETERMINING THE DRAINAGE FACTOR OF SOIL MATERIALS (TEST CODE: TEX-123-E)	EACH	\$349.50
142. MATERIALS TESTING LAB SERVICE: DETERMINING THE SPECIFIC GRAVITY OF SOILS (TEST CODE: TEX-108-E)	EACH	\$79.60
143. MATERIALS TESTING LAB SERVICE: DETERMINING UNIT MASS (WEIGHT) OF AGGREGATES (TEST CODE: TEX-404-A)	EACH	\$66.25
144. MATERIALS TESTING LAB SERVICE: DISTILLATION OF CUTBACK ASPHALT PRODUCTS (TEST CODE: TEX-515-C AASHTO T78)	EACH	\$425.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
145. MATERIALS TESTING LAB SERVICE: DUCTILITY OF ASPHALT MATERIALS (TEST CODE: TEX-503-C AASHTO T51)	EACH	\$450.00
146. MATERIALS TESTING LAB SERVICE: EFFECT OF HEAT AND AIR ON ASPHALT MATERIALS (THIN-FILM OVEN TEST) (TEST CODE: TEX-510-C AASHTO T179)	EACH	\$475.00
147. MATERIALS TESTING LAB SERVICE: EFFECT OF WATER ON BITUMINOUS PAVING MIXTURES (TEST CODE: TEX-530-C)	EACH	\$140.00
148. MATERIALS TESTING LAB SERVICE: ELASTIC RECOVERY OF TENSILE DEFORMATION USING A DUCTILOMETER (TEST CODE: TEX- 539-C)	EACH	\$625.00
149. MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE MATERIALS (TEST CODE: TEX-115-E)	EACH	\$27.50
150. MATERIALS TESTING LAB SERVICE: FINENESS MODULUS OF FINE AGGREGATE (TEST CODE: TEX-402-A)	EACH	\$77.50
151. MATERIALS TESTING LAB SERVICE: FLASH POINT WITH TAG OPEN-CUP APPARATUS FOR USE WITH MATERIAL HAVING A FLASH POINT LESS THAN 93°C (200°F) (TEST CODE: TEX-512-C AASHTO T79)	EACH	\$475.00
152. MATERIALS TESTING LAB SERVICE: FLEXURAL STRENGTH OF CONCRETE USING SIMPLE BEAM THIRD-POINT LOADING (TEST CODE: TEX-448-A)	EACH	\$36.00
153. MATERIALS TESTING LAB SERVICE: FLOAT TEST FOR BITUMINOUS MATERIALS (TEST CODE: TEX-519-C AASHTO T50)	EACH	\$475.00
154. MATERIALS TESTING LAB SERVICE: FREE MOISTURE AND WATER ABSORPTION IN AGGREGATE FOR CONCRETE (TEST CODE: TEX 409-A)	EACH	\$85.00
155. MATERIALS TESTING LAB SERVICE: FREEZING AND THAWING TESTS OF COMPACTED SOIL-CEMENT MIXTURE (TEST CODE: TEX-135- E)	EACH	\$600.00
156. MATERIALS TESTING LAB SERVICE: HAMBURG WHEEL-TRACKING TEST (TEST CODE: TEX-242-F)	EACH	\$880.00
157. MATERIALS TESTING LAB SERVICE: INDIRECT TENSILE STRENGTH TEST (TEST CODE: TEX-226-F)	SET OF 3	\$600.00
158. MATERIALS TESTING LAB SERVICE: KINEMATIC VISCOSITY OF ASPHALTS (BITUMENS) (TEST CODE: TEX-529-C AASHTO T201)	EACH	\$425.00
159. MATERIALS TESTING LAB SERVICE: LABORATORY CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES (TEST CODE: TEX-142-E)	EACH	\$80.00
160. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)	EACH	\$252.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
161. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E)	EACH	\$217.50
162. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 1 (TEST CODE: TEX-127-E)	EACH	\$325.00
163. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 2 (TEST CODE: TEX-127-E)	EACH	\$325.00
164. MATERIALS TESTING LAB SERVICE: MAKING AND CURING CONCRETE TEST SPECIMENS (TEST CODE: TEX-447-A)	EACH	\$33.00
165. MATERIALS TESTING LAB SERVICE: MANUAL PROCEDURE FOR DESCRIPTION AND IDENTIFICATION OF SOILS (TEST CODE: TEX-141-E)	EACH	\$70.00
166. MATERIALS TESTING LAB SERVICE: MATERIAL FINER THAN 75 MICROMETER (NO. 200) SIEVE IN MINERAL AGGREGATES (DECANTATION TEST FOR CONCRETE AGGREGATES) (TEST CODE: TEX- 406-A)	EACH	\$74.00
167. MATERIALS TESTING LAB SERVICE: MEASURING TEMPERATURE OF FRESHLY MIXED PORTLAND CEMENT CONCRETE (TEST CODE: TEX- 422-A)	HOURL	\$22.50
168. MATERIALS TESTING LAB SERVICE: MEASURING TEXTURE DEPTH BY THE SAND PATCH METHOD (TEST CODE: TEX-436-A)	EACH	\$110.00
169. MATERIALS TESTING LAB SERVICE: MEASURING THE RESISTIVITY OF SOIL MATERIALS (TEST CODE: TEX-129-E)	EACH	\$100.00
170. MATERIALS TESTING LAB SERVICE: MEASURING THICKNESS OF PAVEMENT LAYER (TEST CODE: TEX-140-E)	EACH	\$65.00
171. MATERIALS TESTING LAB SERVICE: MOLDING, TESTING, AND EVALUATING BITUMINOUS BLACK BASE MATERIALS (TEST CODE: TEX- 126-E)	EACH	\$300.00
172. MATERIALS TESTING LAB SERVICE: OBTAINING AND TESTING DRILLED CORES OF CONCRETE (TEST CODE: TEX-424-A)	EACH	\$274.50
173. MATERIALS TESTING LAB SERVICE: OPERATING INERTIAL PROFILERS AND EVALUATING PAVEMENT PROFILES (TEST CODE: TEX- 1001-S)	HOURL	\$1,345.00
174. MATERIALS TESTING LAB SERVICE: ORGANIC IMPURITIES IN FINE AGGREGATE FOR CONCRETE (TEST CODE: TEX-408-A)	EACH	\$50.00
175. MATERIALS TESTING LAB SERVICE: OVERLAY TEST (TEST CODE: TEX-248-F)	SET OF 3	\$925.00
176. MATERIALS TESTING LAB SERVICE: PARTICLE SIZE ANALYSIS OF SOILS (TEST CODE: TEX-110-E)	EACH	\$78.80
177. MATERIALS TESTING LAB SERVICE: PENETRATION OF BITUMINOUS MATERIALS (TEST CODE: TEX-502-C AASHTO T49)	EACH	\$475.00
178. MATERIALS TESTING LAB SERVICE: PERMEABILITY OR WATER FLOW OF HOT MIX ASPHALT (TEST CODE: TEX-246-F)	EACH	\$85.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
179. MATERIALS TESTING LAB SERVICE: PREPARING SOIL AND FLEXIBLE BASE MATERIALS FOR TESTING (TEST CODE: TEX-101-E)	EACH	\$62.50
180. MATERIALS TESTING LAB SERVICE: RECOVERY OF ASPHALT FROM BITUMINOUS MIXTURES BY THE ABSON PROCESS (TEST CODE: TEX-211-F)	EACH	\$500.00
181. MATERIALS TESTING LAB SERVICE: ROLLING THIN FILM OVEN TEST FOR ASPHALT BINDERS (TEST CODE: TEX-541-C AASHTO T240)	EACH	\$475.00
182. MATERIALS TESTING LAB SERVICE: SAMPLING AGGREGATE FOR BITUMINOUS MIXTURES, SURFACE TREATMENTS AND LIMESTONE ROCK ASPHALT (TEST CODE: TEX-221-F)	EACH	\$120.00
183. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MATERIALS, PRE-MOLDED JOINT FILLERS, AND JOINT SEALERS (TEST CODE: TEX-500-C)	EACH	\$200.00
184. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MIXTURES (TEST CODE: TEX-222-F)	EACH	\$87.50
185. MATERIALS TESTING LAB SERVICE: SAMPLING FLEXIBLE BASE, STONE, GRAVEL, SAND, AND MINERAL AGGREGATES (TEST CODE: TEX- 400-A)	HOUR	\$48.50
186. MATERIALS TESTING LAB SERVICE: SAMPLING OF FRESHLY MIXED CONCRETE (TEST CODE: TEX-407-A)	EACH	\$52.00
187. MATERIALS TESTING LAB SERVICE: SAND EQUIVALENT (TEST CODE: TEX-203-F)	EACH	\$77.50
188. MATERIALS TESTING LAB SERVICE: SATURATED SURFACE-DRY SPECIFIC GRAVITY AND ABSORPTION OF AGGREGATES (TEST CODE: TEX-403-A)	EACH	\$99.50
189. MATERIALS TESTING LAB SERVICE: SAYBOLT VISCOSITY (TEST CODE: TEX-513-C AASHTO T72)	EACH	\$475.00
190. MATERIALS TESTING LAB SERVICE: SIEVE ANALYSIS OF FINE AND COARSE AGGREGATE (TEST CODE: TEX-200-F OR TEX-401-A)	EACH	\$90.00
191. MATERIALS TESTING LAB SERVICE: SLUMP OF HYDRAULIC CEMENT CONCRETE (TEST CODE: TEX-415-A)	EACH	\$35.00
192. MATERIALS TESTING LAB SERVICE: SLURRY TESTING (TEST CODE: TEX-130-E)	EACH	\$50.00
193. MATERIALS TESTING LAB SERVICE: SOFTENING POINT OF BITUMEN (RING AND BALL APPARATUS) (TEST CODE: TEX-505-C AASHTO T53)	EACH	\$475.00
194. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 1 (TEST CODE: TEX-120-E)	EACH	\$350.00
195. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 2 (TEST CODE: TEX-120-E)	EACH	\$350.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
196. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 1 (TEST CODE: TEX-121-E)	EACH	\$280.00
197. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 2 (TEST CODE: TEX-121-E)	EACH	\$280.00
198. MATERIALS TESTING LAB SERVICE: SOLUBILITY OF BITUMINOUS MATERIALS (TEST CODE: TEX-507-C AASHTO T44)	EACH	\$425.00
199. MATERIALS TESTING LAB SERVICE: SOUNDNESS OF AGGREGATE USING SODIUM SULFATE OR MAGNESIUM SULFATE (TEST CODE: TEX- 411-A)	EACH	\$450.00
200. MATERIALS TESTING LAB SERVICE: SPECIFIC GRAVITY (TEST CODE: TEX-508-C AASHTO T228)	EACH	\$75.00
201. MATERIALS TESTING LAB SERVICE: SPOT TEST OF ASPHALTIC MATERIALS (TEST CODE: TEX-509-C AASHTO T102)	EACH	\$287.50
202. MATERIALS TESTING LAB SERVICE: SULPHATE TEST	EACH	\$112.50
203. MATERIALS TESTING LAB SERVICE: SUPERPAVE GYRATORY COMPACTING OF TEST SPECIMENS OF BITUMINOUS MIXTURES (TEST CODE: TEX-241-F)	SET OF 2	\$450.00
204. MATERIALS TESTING LAB SERVICE: SURVEYING AND SAMPLING SOILS FOR HIGHWAYS (TEST CODE: TEX-100-E)	HOUR	\$107.50
205. MATERIALS TESTING LAB SERVICE: TEST FLOW OF GROUT MIXTURES (FLOW CONE METHOD) (TEST CODE: TEX-437-A)	EACH	\$62.50
206. MATERIALS TESTING LAB SERVICE: TEST OF STABILOMETER VALUE OF BITUMINOUS MIXTURES (TEST CODE: TEX-208-F)	SET OF 3	\$200.00
207. MATERIALS TESTING LAB SERVICE: TEXAS CONE PENETRATION (TEST CODE: TEX-132-E)	EACH	\$24.00
208. MATERIALS TESTING LAB SERVICE: THEORETICAL MAXIMUM SPECIFIC GRAVITY OF BITUMINOUS MIXTURES (TEST CODE: TEX-227- F)	EACH	\$92.50
209. MATERIALS TESTING LAB SERVICE: THERMAL PROFILE (TEST CODE: TEX-244-F)	EACH	\$190.00
210. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR DISTURBED SOILS AND BASE MATERIALS (TEST CODE: TEX- 117-E)	EACH	\$1,825.00
211. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS (TEST CODE: TEX-118-E)	EACH	\$332.50
212. MATERIALS TESTING LAB SERVICE: UNIFORMITY OF CONCRETE (TEST CODE: TEX-472-A)	EACH	\$550.00
213. MATERIALS TESTING LAB SERVICE: UNIT WEIGHT, YIELD, AND AIR CONTENT (GRAVIMETRIC) OF CONCRETE (TEST CODE: TEX-417-A)	EACH	\$40.00

PROJECT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THE STATE OF TEXAS	§	
	§	
CLIENT OF PHARR		§
	§	
COUNTY OF HIDALGO	§	

This Agreement is between **FIRM**, (hereafter referred to as "LABORATORY"); and **CLIENT of Pharr**, (hereinafter referred to as the "CLIENT"). LABORATORY is hereby authorized to perform professional geotechnical Engineering services in connection with **Construction Material Testing (CMT) & Geotechnical Services Pool Project No. 1718-01-528-S016-187**, hereinafter referred to as the Project.

Date: _____

CLIENT: CLIENT of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Construction Material Testing (CMT) & Geotechnical Services Pool
Project No. 1718-01-528-S016-187**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

1.1 This agreement is based on providing the following services for the Project referred to herein, refer to **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *LABORATORY acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

1.2 LABORATORY SHALL:

- (a) Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (b) Provide only those services that, in the opinion of LABORATORY, lie within the technical and professional area of expertise of LABORATORY and which LABORATORY is adequately staffed and equipped to perform.
- (c) Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- (d) Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CLIENT specifications or other documents. Such reports shall be complete and factual, citing the test performed, methods employed, values obtained, parts of the structure and location at which test were made.
- (e) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CLIENT or its authorized representative documentation of such calibration.

1.6 Report Distribution and Ownership.

- (a) Consider all reports to be the confidential property of the CLIENT, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CLIENT or its authorized representative.
- (b) The CLIENT acknowledges the LABORATORY's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the LABORATORY. The CLIENT shall not reuse or make any modification to the reports without the prior written authorization of the LABORATORY. Any unauthorized reuse of the documents will be at the CLIENT's sole risk.

1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CLIENT at all reasonable time.

Section 2

Representations and Warranties

By executing this Agreement, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 LABORATORY will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to LABORATORY's liabilities hereunder in insurance coverage as mentioned above and LABORATORY waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* LABORATORY shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* LABORATORY shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* LABORATORY shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by LABORATORY in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* LABORATORY shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by LABORATORY and/or any of LABORATORYs

agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements*. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of LABORATORY; products and completed operations of LABORATORY; premises owned, occupied or used by LABORATORY; or automobiles owned, leased, hired or borrowed by LABORATORY. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, LABORATORY's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of LABORATORY's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) LABORATORY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) LABORATORY's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to CLIENT.
 - (a) *Deductibles*. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, LABORATORY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers*. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage*. LABORATORY shall provide certificates of insurance with original endorsements to CLIENT as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with CLIENT before commencement of work by LABORATORY. At the request of CLIENT, LABORATORY shall provide

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The LABORATORY shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, LABORATORYs, directors, members, managers, employees, and CLIENT's LABORATORYs from and against any and all costs, losses, and damages (including but not limited to all fees and charges of LABORATORYs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The LABORATORY agrees that it shall, at LABORATORY's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from LABORATORY's negligence and/or the negligence of LABORATORY's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the two (2) year contract period or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the CLIENT of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by LABORATORY without cause; the LABORATORY shall be paid the reasonable value of services performed by the LABORATORY prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and LABORATORY's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. LABORATORY shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related

to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and LABORATORY. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit B-Fee Schedule**.

5.2 For all services to be performed by LABORATORY under this agreement, CLIENT shall issue Work Orders per project. Work Orders shall specify an overall amount Not to Exceed amount for the service to be performed based on unit prices set forth in **Exhibit B-Fee Schedule**. In no event shall LABORATORY's total compensation exceed the Work Order amount. without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost-plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. LABORATORY or LABORATORY or any CONTRACTOR is not authorized to claim on behalf of service

or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to LABORATORY, LABORATORY or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the LABORATORY which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify LABORATORY of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The LABORATORY and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to LABORATORY in the event one or more of the following conditions are in existence:

8.2 LABORATORY is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided LABORATORY a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to LABORATORY and provided LABORATORY a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 LABORATORY has failed to make payment promptly to LABORATORYs or other third parties used in connection with the services for which CLIENT has made payment to LABORATORY;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide LABORATORY with

written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due LABORATORY hereunder unless and until LABORATORY, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves LABORATORY of any its obligations hereunder with respect thereto;

8.7 LABORATORY shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 LABORATORY acknowledge that LABORATORY's special skill and expertise is a material consideration for CLIENT entering into this Agreement. LABORATORY shall not assign, subcontract or delegate to any other party the performance of any to be rendered by LABORATORY under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, LABORATORY shall be fully responsible to CLIENT for all acts or omissions of the sub-LABORATORY (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, LABORATORY shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to LABORATORY and upon approval thereof by CLIENT, CLIENT shall pay to LABORATORY the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the LABORATORY except those previously made in writing and identified by the LABORATORY as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs,

reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to LABORATORY or to any other party. The LABORATORY may retain reproducible copies of such documents. The CLIENT will require three (3) copies of the final geotechnical Engineering report and a electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold LABORATORY harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and LABORATORY agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on LABORATORY's experience and abilities with respect to performing the Services. LABORATORY represents to CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The LABORATORY represents, covenants and agrees that the person directly in charge of the professional LABORATORY work is duly registered under applicable Texas Law.

11.3 LABORATORY shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by LABORATORY shall not relieve LABORATORY from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of LABORATORY's service hereunder.

11.4 The CLIENT and LABORATORY agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the LABORATORY. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to CLIENT owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by LABORATORY. LABORATORY shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, LABORATORY shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort

from LABORATORY. The CLIENT will provide LABORATORY information of their underground facilities.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and LABORATORY and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Intertek-PSI
2020 North Loop 499, Suite 302
Harlingen, TX 78550**

LABORATORY

By: _____
Signature

ENGINEER

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

Ed Wylie
Interim City Manager
City of Pharr, Texas

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



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
925-17 LABOR		
1. LABOR: SUPPORT MANAGER	HR	\$97.50
2. LABOR: QUALITY MANAGER (YRS EXPERIENCE: 10 to 20)	HR	\$125.00
3. LABOR: SENIOR ENGINEER (YRS EXPERIENCE: 15+)	HR	\$142.50
4. LABOR: PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)	HR	\$130.00
5. LABOR: DESIGN ENGINEER (YRS EXPERIENCE: 5 to 10)	HR	\$120.00
6. LABOR: ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$105.00
7. LABOR: SENIOR ENGINEER TECH (YRS EXPERIENCE: 15+)	HR	\$64.50
8. LABOR: ENGINEER TECH (YRS EXPERIENCE: 5 to 15)	HR	\$57.50
9. LABOR: JUNIOR ENGINEER TECH (YRS EXPERIENCE: 1 to 5)	HR	\$52.50
10. LABOR: SENIOR CADD OPERATOR (YRS EXPERIENCE: 15+)	HR	\$70.00
11. LABOR: CADD OPERATOR (YRS EXPERIENCE: 5 to 15)	HR	\$60.00
12. LABOR: JUNIOR CADD OPERATOR (YRS EXPERIENCE: 1 to 5)	HR	\$50.00
13. LABOR: ADMIN/CLERICAL	HR	\$50.00
14. LABOR: SENIOR GEOLOGIST (YRS EXPERIENCE: 15+)	HR	\$137.50
15. LABOR: GEOLOGIST (YRS EXPERIENCE: 5 to 15)	HR	\$117.50
16. LABOR: GEOLOGIST-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$100.00
925-46 GEOTECH SERVICE		
17. GEOTECH SERVICE: CALCIUM CARBONATE CONTENT OF SOILS (UNIT: ASTM D4373)	EACH	\$80.00
18. GEOTECH SERVICE: CALIFORNIA BEARING RATIO (SINGLE SAMPLE WITHOUT MD CURVE) (UNIT: ASTM D1883)	EACH	\$475.00
19. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS	EACH	\$330.00
20. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS INSTALLATION	EACH	\$355.00
21. GEOTECH SERVICE: CONCRETE/AC PATCH	PER PATCH	\$62.50
22. GEOTECH SERVICE: CORE DRILL ASPHALT	EACH	\$52.50
23. GEOTECH SERVICE: CORE DRILL CONCRETE	EACH	\$150.00
24. GEOTECH SERVICE: CORE REPAIR/PATCH ASPHALT COLD MIX	EACH	\$54.00
25. GEOTECH SERVICE: CORE REPAIR/PATCH CONCRETE-UTILIBOND	EACH	\$60.00
26. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW)	TRIP	\$262.50
27. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 4-IN. DIAMETER CORES	INCH	\$217.50
28. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 6-IN. DIAMETER CORES	INCH	\$272.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
29. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (A) 4-IN. DIAMETER CORES	INCH	\$217.50
30. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (B) 6-IN. DIAMETER CORES	INCH	\$272.50
31. GEOTECH SERVICE: DIRECT SHEAR TEST OF SOILS UNDER CONSOLIDATED DRAINED CONDITIONS (UNIT: ASTM D3080)	SET OF 3	\$920.00
32. GEOTECH SERVICE: DRILLING & SAMPLING - HARD ROCK-DIAMOND BIT	LF	\$52.00
33. GEOTECH SERVICE: DRILLING & SAMPLING - ROCK	LF	\$47.50
34. GEOTECH SERVICE: DRILLING & SAMPLING - SOFT ROCK-CARBIDE BIT	LF	\$47.50
35. GEOTECH SERVICE: DRILLING & SAMPLING - SOILS	LF	\$40.00
36. GEOTECH SERVICE: ELECTRONIC WATER LEVEL DEVICE	DAY	\$274.50
37. GEOTECH SERVICE: MODIFIED PROCTOR TEST (UNIT: ASTM D1557)	EACH	\$240.00
38. GEOTECH SERVICE: ONE DIMENSIONAL CONSOLIDATION PROPERTIES OF SOIL (UNIT: ASTM D2435)	EACH	\$475.00
39. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHOD C (UNIT: ASTM D4546)	EACH	\$202.50
40. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHODS A & B (UNIT: ASTM D4546)	EACH	\$237.50
41. GEOTECH SERVICE: PERMEABILITY OF SILT AND CLAYS (UNIT: ASTM D5084)	EACH	\$225.00
42. GEOTECH SERVICE: PIEZOMETER - 2"	FOOT	\$44.50
43. GEOTECH SERVICE: PIEZOMETER COMPLETION /ABANDONMENT (INCLUDING GROUTING)	EACH	\$800.00
44. GEOTECH SERVICE: PIEZOMETER FINISH: (A) FLUSH MOUNT W/2' X 2' PAD	EACH	\$900.00
45. GEOTECH SERVICE: PIEZOMETER FINISH: (B) STICK-UP W/ 4 BOLLARDS ON A 4' X 4' PAD	EACH	\$1,500.00
46. GEOTECH SERVICE: PIEZOMETER-2" (INCLUDING WELL COMPLETION AND INSTALLATION)	LF	\$144.50
47. GEOTECH SERVICE: SOIL BORING /ROCK CORING WITHOUT TCP (> 60 FT.)	LF	\$50.00
48. GEOTECH SERVICE: SOIL BORING WITH SPT (UNIT: ASTM D1586)	LF	\$21.00
49. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.):	LF	\$14.00
50. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$31.00
51. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$19.75
52. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): © AUGURING	LF	\$17.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
53. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.):	LF	\$16.00
54. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$33.00
55. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$23.00
56. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITHOUT TCP (< 60 FT.)	LF	\$31.50
57. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (< 60 FT.) (UNIT: Tex-132-E)	LF	\$33.00
58. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (> 60 FT.) (UNIT: Tex-132-E)	LF	\$38.50
CORE (UNIT: ASTM D3967)	EACH	\$162.50
60. GEOTECH SERVICE: STAND BY OF CREW	HOUR	\$250.00
61. GEOTECH SERVICE: STANDARD PENETRATION TEST (SPT) (UNIT: ASTM D1586)	EACH	\$11.50
62. GEOTECH SERVICE: STANDARD PROCTOR TEST (UNIT: D698)	EACH	\$216.25
63. GEOTECH SERVICE: STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER (UNIT: ASTM D4221)	EACH	\$305.13
64. GEOTECH SERVICE: STANDARD TEST METHOD FOR PERMEABILITY OF GRANULAR SOILS (CONSTANT HEAD) (UNIT: ASTM D2434)	EACH	\$462.50
65. GEOTECH SERVICE: STANDARD TEST METHODS FOR DETERMINING DISPERSIVE CHARACTERISTICS OF CLAYEY SOILS BY THE CRUMB TEST (UNIT: ASTM D6572)	EACH	\$60.00
66. GEOTECH SERVICE: STANDARD TEST METHODS FOR IDENTIFICATION AND CLASSIFICATION OF DISPERSIVE CLAY SOILS BY THE PINHOLE TEST (UNIT: ASTM D4647)	EACH	\$272.50
67. GEOTECH SERVICE: SUCTION TEST (FILTER METHOD) (UNIT: ASTM D5298)	EACH	\$137.50
68. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (ROCK) (UNIT: ASTM D2938)	EACH	\$72.50
69. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (SOIL) (UNIT: ASTM D2166)	EACH	\$54.00
70. GEOTECH SERVICE: VERTICAL INCLINOMETER	EACH	\$300.00
71. GEOTECH SERVICE: VERTICAL INCLINOMETER INSTALLATION	EACH	\$750.00
72. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER	EACH	\$875.00
73. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER INSTALLATION	EACH	\$1,000.00
74. GEOTECH SERVICE: VOLUMETRIC SHRINKAGE (UNIT: ASTM D427)	EACH	\$112.63
75. GEOTECH SERVICE: WATER STAND PIPES (UNIT: ASTM D4043)	LF	\$35.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
76. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS LESS THAN 100 MILES FROM RKI OFFICE TO SITE)	EACH	\$362.50
77. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM RKI OFFICE TO SITE)	MILE	\$4.63
78. GEOTECH SERVICE: BACKFILL BORINGS	LF	\$4.88
79. GEOTECH SERVICE: RESILIENT MODULUS TYPE 2 (5 OF FINE GRAINED AND/OR COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$375.00
80. GEOTECH SERVICE: RESILIENT MODULUS TYPE 1 (3 OF COARSE GRAINED AND/OR NON-COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$400.00
81. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: Tex-110-E)	EACH	\$65.75
82. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART II) - HYDROMETER ANALYSIS (UNIT: Tex-110-E)	EACH	\$275.00
961-48 MATERIALS TESTING LAB SERVICE		
83. MATERIALS TESTING LAB SERVICE: ABRASION OF COARSE AGGREGATE USING THE LOS ANGELES MACHINE (TEST CODE: TEX- 410-A)	EACH	\$387.50
84. MATERIALS TESTING LAB SERVICE: ABSORPTION AND DRY BULK SPECIFIC GRAVITY OF LIGHTWEIGHT COARSE AGGREGATE (TEST CODE: TEX-433-A)	EACH	\$77.50
85. MATERIALS TESTING LAB SERVICE: ACCELERATED POLISH TEST FOR COARSE AGGREGATE (TEST CODE: TEX-438-A)	EACH	\$700.00
86. MATERIALS TESTING LAB SERVICE: ACID INSOLUBLE RESIDUE FOR FINE AGGREGATE (TEST CODE: TEX-612-J)	EACH	\$237.50
87. MATERIALS TESTING LAB SERVICE: ADMIXING LIME TO REDUCE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-112-E)	EACH	\$175.00
88. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416- A)	EACH	\$30.00
89. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE VOLUMETRIC METHOD (TEST CODE: TEX- 414-A)	EACH	\$35.00
90. MATERIALS TESTING LAB SERVICE: APPARENT SPECIFIC GRAVITY OF MATERIAL FINER THAN NO. 50 SIEVE (TEST CODE: TEX-202-F)	EACH	\$84.25
91. MATERIALS TESTING LAB SERVICE: ASPHALT BINDER WATER IN PETROLEUM (TEST CODE: TEX-501-C AASHTO T 55)	EACH	\$225.00
92. MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)	EACH	\$227.50
93. MATERIALS TESTING LAB SERVICE: BOREHOLE GROUTING - BENTONITE CHIPS	LF	\$8.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
94. MATERIALS TESTING LAB SERVICE: BULK SPECIFIC GRAVITY AND WATER ABSORPTION OF AGGREGATE (TEST CODE: TEX-201-F)	EACH	\$84.80
95. MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)	EACH	\$66.50
96. MATERIALS TESTING LAB SERVICE: CALCULATING VISCOSITY FROM PENETRATION (TEST CODE: TEX-535-C)	EACH	\$200.00
97. MATERIALS TESTING LAB SERVICE: CANTABRO LOSS (TEST CODE: TEX-245-F)	EACH	\$200.00
98. MATERIALS TESTING LAB SERVICE: CAPPING CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-450-A)	EACH	\$52.50
99. MATERIALS TESTING LAB SERVICE: CASING / HOLLOW STEM AUGER SURCHARGE	LF	\$30.00
100. MATERIALS TESTING LAB SERVICE: COMBINED HMAC COLD-BELT SAMPLING AND TESTING PROCEDURE (TEST CODE: TEX-229-F)	EACH	\$100.00
101. MATERIALS TESTING LAB SERVICE: COMPACTING SPECIMENS USING THE TEXAS GYRATORY COMPACTOR (TGC) (TEST CODE: TEX- 206-F)	SET OF 3	\$142.50
102. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CEMENT MORTARS (TEST CODE: ASTM C109)	SET OF 3	\$38.00
103. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CONCRETE USING PORTIONS OF BEAMS BROKEN IN FLEXURE (TEST CODE: TEX-419-A)	EACH	\$35.50
104. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)	EACH	\$15.00
105. MATERIALS TESTING LAB SERVICE: CONDUCTIVITY TEST FOR FIELD DETECTION OF SULFATES IN SOIL (TEST CODE: TEX-146-E)	EACH	\$87.50
106. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- MULTIPLE CHANGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,183.75
107. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- SINGLE STAGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,343.75
108. MATERIALS TESTING LAB SERVICE: CUTBACK ASPHALTS -SPECIFIC GRAVITY, API GRAVITY, OR DENSITY OF CUTBACK ASPHALTS BY HYDROMETER METHOD; EMULSIFIED ASPHALTS - WEIGHT PER GALLON OF EMULSIFIED ASPHALT (TEST CODE: TEX-514-C ASTM D3142 ASTM D244)	EACH	\$675.00
109. MATERIALS TESTING LAB SERVICE: DEGRADATION OF COARSE AGGREGATE BY MICRO-DEVEL ABRASION (TEST CODE: TEX-461-A)	EACH	\$302.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
110. MATERIALS TESTING LAB SERVICE: DESIGN OF BITUMINOUS MIXTURES (TEST CODE: TEX-204-F)	EACH	\$2,750.00
111. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT FROM ASPHALT PAVING MIXTURES BY THE IGNITION METHOD (TEST CODE: TEX-236-F)	EACH	\$207.50
112. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)	EACH	\$175.00
113. MATERIALS TESTING LAB SERVICE: DETERMINING CHLORIDE AND SULFATE CONTENTS IN SOILS (TEST CODE: TEX-620-J)	EACH	\$112.00
114. MATERIALS TESTING LAB SERVICE: DETERMINING CRUSHED FACE PARTICLE COUNT (TEST CODE: TEX-460-A)	EACH	\$85.00
115. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL AND DECANTATION TEST FOR COARSE AGGREGATES (TEST CODE: TEX-217-F)	EACH	\$97.50
116. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL IN MINERAL AGGREGATE (TEST CODE: TEX-413-A)	EACH	\$90.00
117. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (TEST CODE: TEX-207-F (PART I))	EACH	\$52.50
118. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (VACUUM METHOD) (TEST CODE: TEX-207-F (PART VI))	EACH	\$70.00
119. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF PERMEABLE FRICTION COURSE (PFC) MIXTURES (TEST CODE: TEX-207- F (PART VIII))	EACH	\$70.00
120. MATERIALS TESTING LAB SERVICE: DETERMINING DRAINDOWN CHARACTERISTICS IN BITUMINOUS MIXTURES (TEST CODE: TEX-235-F)	EACH	\$100.00
121. MATERIALS TESTING LAB SERVICE: DETERMINING FLAKINESS INDEX (TEST CODE: TEX-224-F)	EACH	\$85.00
122. MATERIALS TESTING LAB SERVICE: DETERMINING FLAT AND ELONGATED PARTICLES (TEST CODE: TEX-280-F)	EACH	\$85.00
123. MATERIALS TESTING LAB SERVICE: DETERMINING HYDROCARBON-VOLATILE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-213-F)	EACH	\$139.00
124. MATERIALS TESTING LAB SERVICE: DETERMINING IN-PLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III))	EACH	\$36.50
125. MATERIALS TESTING LAB SERVICE: DETERMINING LIQUID LIMITS OF SOILS (TEST CODE: TEX-104-E)	EACH	\$66.50
126. MATERIALS TESTING LAB SERVICE: DETERMINING LONGITUDINAL JOINT DENSITY USING A DENSITY TESTING GAUGE (TEST CODE: TEX-207-F (PART VII))	EACH	\$100.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
127. MATERIALS TESTING LAB SERVICE: DETERMINING MAT SEGREGATION USING A DENSITY-TESTING GAUGE (TEST CODE: TEX- 207-F (PART V))	EACH	\$50.00
128. MATERIALS TESTING LAB SERVICE: DETERMINING MODULUS OF SUB-GRADE REACTION (K VALUE) (TEST CODE: TEX-125-E)	EACH	\$475.00
129. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT IN SOIL MATERIALS (TEST CODE: TEX-103-E)	EACH	\$13.00
130. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-212-F)	EACH	\$35.00
131. MATERIALS TESTING LAB SERVICE: DETERMINING PAVEMENT THICKNESS BY DIRECT MEASUREMENT (TEST CODE: TEX-423-A)	EACH	\$71.50
132. MATERIALS TESTING LAB SERVICE: DETERMINING PERCENT VOIDS AND SOLIDS IN CONCRETE (TEST CODE: TEX-405-A)	EACH	\$82.50
133. MATERIALS TESTING LAB SERVICE: DETERMINING PLASTIC SOIL LIMITS	EACH	\$69.00
134. MATERIALS TESTING LAB SERVICE: DETERMINING POTENTIAL VERTICAL RISE (TEST CODE: TEX-124-E)	EACH	\$82.50
135. MATERIALS TESTING LAB SERVICE: DETERMINING RHEOLOGICAL PROPERTIES OF ASPHALT BINDER USING A DYNAMIC SHEAR RHEOMETER (TEST CODE: AASHTO T315)	EACH	\$1,125.00
136. MATERIALS TESTING LAB SERVICE: DETERMINING SLAKING TIME (TEST CODE: TEX-102-E)	EACH	\$125.00
137. MATERIALS TESTING LAB SERVICE: DETERMINING SOIL PH (TEST CODE: TEX-128-E)	EACH	\$55.00
138. MATERIALS TESTING LAB SERVICE: DETERMINING SULFATE CONTENT IN SOILS - COLORIMETRIC METHOD (TEST CODE: TEX-145-E)	EACH	\$94.38
139. MATERIALS TESTING LAB SERVICE: DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE (TEST CODE: TEX-111-E)	EACH	\$61.50
140. MATERIALS TESTING LAB SERVICE: DETERMINING THE BAR LINEAR SHRINKAGE OF SOILS (TEST CODE: TEX-107-E)	EACH	\$67.15
141. MATERIALS TESTING LAB SERVICE: DETERMINING THE DRAINAGE FACTOR OF SOIL MATERIALS (TEST CODE: TEX-123-E)	EACH	\$349.50
142. MATERIALS TESTING LAB SERVICE: DETERMINING THE SPECIFIC GRAVITY OF SOILS (TEST CODE: TEX-108-E)	EACH	\$79.60
143. MATERIALS TESTING LAB SERVICE: DETERMINING UNIT MASS (WEIGHT) OF AGGREGATES (TEST CODE: TEX-404-A)	EACH	\$66.25
144. MATERIALS TESTING LAB SERVICE: DISTILLATION OF CUTBACK ASPHALT PRODUCTS (TEST CODE: TEX-515-C AASHTO T78)	EACH	\$425.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
145. MATERIALS TESTING LAB SERVICE: DUCTILITY OF ASPHALT MATERIALS (TEST CODE: TEX-503-C AASHTO T51)	EACH	\$450.00
146. MATERIALS TESTING LAB SERVICE: EFFECT OF HEAT AND AIR ON ASPHALT MATERIALS (THIN-FILM OVEN TEST) (TEST CODE: TEX-510-C AASHTO T179)	EACH	\$475.00
147. MATERIALS TESTING LAB SERVICE: EFFECT OF WATER ON BITUMINOUS PAVING MIXTURES (TEST CODE: TEX-530-C)	EACH	\$140.00
148. MATERIALS TESTING LAB SERVICE: ELASTIC RECOVERY OF TENSILE DEFORMATION USING A DUCTILOMETER (TEST CODE: TEX- 539-C)	EACH	\$625.00
149. MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE MATERIALS (TEST CODE: TEX-115-E)	EACH	\$27.50
150. MATERIALS TESTING LAB SERVICE: FINENESS MODULUS OF FINE AGGREGATE (TEST CODE: TEX-402-A)	EACH	\$77.50
151. MATERIALS TESTING LAB SERVICE: FLASH POINT WITH TAG OPEN-CUP APPARATUS FOR USE WITH MATERIAL HAVING A FLASH POINT LESS THAN 93°C (200°F) (TEST CODE: TEX-512-C AASHTO T79)	EACH	\$475.00
152. MATERIALS TESTING LAB SERVICE: FLEXURAL STRENGTH OF CONCRETE USING SIMPLE BEAM THIRD-POINT LOADING (TEST CODE: TEX-448-A)	EACH	\$36.00
153. MATERIALS TESTING LAB SERVICE: FLOAT TEST FOR BITUMINOUS MATERIALS (TEST CODE: TEX-519-C AASHTO T50)	EACH	\$475.00
154. MATERIALS TESTING LAB SERVICE: FREE MOISTURE AND WATER ABSORPTION IN AGGREGATE FOR CONCRETE (TEST CODE: TEX 409-A)	EACH	\$85.00
155. MATERIALS TESTING LAB SERVICE: FREEZING AND THAWING TESTS OF COMPACTED SOIL-CEMENT MIXTURE (TEST CODE: TEX-135- E)	EACH	\$600.00
156. MATERIALS TESTING LAB SERVICE: HAMBURG WHEEL-TRACKING TEST (TEST CODE: TEX-242-F)	EACH	\$880.00
157. MATERIALS TESTING LAB SERVICE: INDIRECT TENSILE STRENGTH TEST (TEST CODE: TEX-226-F)	SET OF 3	\$600.00
158. MATERIALS TESTING LAB SERVICE: KINEMATIC VISCOSITY OF ASPHALTS (BITUMENS) (TEST CODE: TEX-529-C AASHTO T201)	EACH	\$425.00
159. MATERIALS TESTING LAB SERVICE: LABORATORY CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES (TEST CODE: TEX-142-E)	EACH	\$80.00
160. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)	EACH	\$252.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
161. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E)	EACH	\$217.50
162. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 1 (TEST CODE: TEX-127-E)	EACH	\$325.00
163. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 2 (TEST CODE: TEX-127-E)	EACH	\$325.00
164. MATERIALS TESTING LAB SERVICE: MAKING AND CURING CONCRETE TEST SPECIMENS (TEST CODE: TEX-447-A)	EACH	\$33.00
165. MATERIALS TESTING LAB SERVICE: MANUAL PROCEDURE FOR DESCRIPTION AND IDENTIFICATION OF SOILS (TEST CODE: TEX-141-E)	EACH	\$70.00
166. MATERIALS TESTING LAB SERVICE: MATERIAL FINER THAN 75 MICROMETER (NO. 200) SIEVE IN MINERAL AGGREGATES (DECANTATION TEST FOR CONCRETE AGGREGATES) (TEST CODE: TEX- 406-A)	EACH	\$74.00
167. MATERIALS TESTING LAB SERVICE: MEASURING TEMPERATURE OF FRESHLY MIXED PORTLAND CEMENT CONCRETE (TEST CODE: TEX- 422-A)	HOUR	\$22.50
168. MATERIALS TESTING LAB SERVICE: MEASURING TEXTURE DEPTH BY THE SAND PATCH METHOD (TEST CODE: TEX-436-A)	EACH	\$110.00
169. MATERIALS TESTING LAB SERVICE: MEASURING THE RESISTIVITY OF SOIL MATERIALS (TEST CODE: TEX-129-E)	EACH	\$100.00
170. MATERIALS TESTING LAB SERVICE: MEASURING THICKNESS OF PAVEMENT LAYER (TEST CODE: TEX-140-E)	EACH	\$65.00
171. MATERIALS TESTING LAB SERVICE: MOLDING, TESTING, AND EVALUATING BITUMINOUS BLACK BASE MATERIALS (TEST CODE: TEX- 126-E)	EACH	\$300.00
172. MATERIALS TESTING LAB SERVICE: OBTAINING AND TESTING DRILLED CORES OF CONCRETE (TEST CODE: TEX-424-A)	EACH	\$274.50
173. MATERIALS TESTING LAB SERVICE: OPERATING INERTIAL PROFILERS AND EVALUATING PAVEMENT PROFILES (TEST CODE: TEX- 1001-S)	HOUR	\$1,345.00
174. MATERIALS TESTING LAB SERVICE: ORGANIC IMPURITIES IN FINE AGGREGATE FOR CONCRETE (TEST CODE: TEX-408-A)	EACH	\$50.00
175. MATERIALS TESTING LAB SERVICE: OVERLAY TEST (TEST CODE: TEX-248-F)	SET OF 3	\$925.00
176. MATERIALS TESTING LAB SERVICE: PARTICLE SIZE ANALYSIS OF SOILS (TEST CODE: TEX-110-E)	EACH	\$78.80
177. MATERIALS TESTING LAB SERVICE: PENETRATION OF BITUMINOUS MATERIALS (TEST CODE: TEX-502-C AASHTO T49)	EACH	\$475.00
178. MATERIALS TESTING LAB SERVICE: PERMEABILITY OR WATER FLOW OF HOT MIX ASPHALT (TEST CODE: TEX-246-F)	EACH	\$85.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
179. MATERIALS TESTING LAB SERVICE: PREPARING SOIL AND FLEXIBLE BASE MATERIALS FOR TESTING (TEST CODE: TEX-101-E)	EACH	\$62.50
180. MATERIALS TESTING LAB SERVICE: RECOVERY OF ASPHALT FROM BITUMINOUS MIXTURES BY THE ABSON PROCESS (TEST CODE: TEX-211-F)	EACH	\$500.00
181. MATERIALS TESTING LAB SERVICE: ROLLING THIN FILM OVEN TEST FOR ASPHALT BINDERS (TEST CODE: TEX-541-C AASHTO T240)	EACH	\$475.00
182. MATERIALS TESTING LAB SERVICE: SAMPLING AGGREGATE FOR BITUMINOUS MIXTURES, SURFACE TREATMENTS AND LIMESTONE ROCK ASPHALT (TEST CODE: TEX-221-F)	EACH	\$120.00
183. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MATERIALS, PRE-MOLDED JOINT FILLERS, AND JOINT SEALERS (TEST CODE: TEX-500-C)	EACH	\$200.00
184. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MIXTURES (TEST CODE: TEX-222-F)	EACH	\$87.50
185. MATERIALS TESTING LAB SERVICE: SAMPLING FLEXIBLE BASE, STONE, GRAVEL, SAND, AND MINERAL AGGREGATES (TEST CODE: TEX- 400-A)	HOUR	\$48.50
186. MATERIALS TESTING LAB SERVICE: SAMPLING OF FRESHLY MIXED CONCRETE (TEST CODE: TEX-407-A)	EACH	\$52.00
187. MATERIALS TESTING LAB SERVICE: SAND EQUIVALENT (TEST CODE: TEX-203-F)	EACH	\$77.50
188. MATERIALS TESTING LAB SERVICE: SATURATED SURFACE-DRY SPECIFIC GRAVITY AND ABSORPTION OF AGGREGATES (TEST CODE: TEX-403-A)	EACH	\$99.50
189. MATERIALS TESTING LAB SERVICE: SAYBOLT VISCOSITY (TEST CODE: TEX-513-C AASHTO T72)	EACH	\$475.00
190. MATERIALS TESTING LAB SERVICE: SIEVE ANALYSIS OF FINE AND COARSE AGGREGATE (TEST CODE: TEX-200-F OR TEX-401-A)	EACH	\$90.00
191. MATERIALS TESTING LAB SERVICE: SLUMP OF HYDRAULIC CEMENT CONCRETE (TEST CODE: TEX-415-A)	EACH	\$35.00
192. MATERIALS TESTING LAB SERVICE: SLURRY TESTING (TEST CODE: TEX-130-E)	EACH	\$50.00
193. MATERIALS TESTING LAB SERVICE: SOFTENING POINT OF BITUMEN (RING AND BALL APPARATUS) (TEST CODE: TEX-505-C AASHTO T53)	EACH	\$475.00
194. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 1 (TEST CODE: TEX-120-E)	EACH	\$350.00
195. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 2 (TEST CODE: TEX-120-E)	EACH	\$350.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
196. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 1 (TEST CODE: TEX-121-E)	EACH	\$280.00
197. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 2 (TEST CODE: TEX-121-E)	EACH	\$280.00
198. MATERIALS TESTING LAB SERVICE: SOLUBILITY OF BITUMINOUS MATERIALS (TEST CODE: TEX-507-C AASHTO T44)	EACH	\$425.00
199. MATERIALS TESTING LAB SERVICE: SOUNDNESS OF AGGREGATE USING SODIUM SULFATE OR MAGNESIUM SULFATE (TEST CODE: TEX- 411-A)	EACH	\$450.00
200. MATERIALS TESTING LAB SERVICE: SPECIFIC GRAVITY (TEST CODE: TEX-508-C AASHTO T228)	EACH	\$75.00
201. MATERIALS TESTING LAB SERVICE: SPOT TEST OF ASPHALTIC MATERIALS (TEST CODE: TEX-509-C AASHTO T102)	EACH	\$287.50
202. MATERIALS TESTING LAB SERVICE: SULPHATE TEST	EACH	\$112.50
203. MATERIALS TESTING LAB SERVICE: SUPERPAVE GYRATORY COMPACTING OF TEST SPECIMENS OF BITUMINOUS MIXTURES (TEST CODE: TEX-241-F)	SET OF 2	\$450.00
204. MATERIALS TESTING LAB SERVICE: SURVEYING AND SAMPLING SOILS FOR HIGHWAYS (TEST CODE: TEX-100-E)	HOUR	\$107.50
205. MATERIALS TESTING LAB SERVICE: TEST FLOW OF GROUT MIXTURES (FLOW CONE METHOD) (TEST CODE: TEX-437-A)	EACH	\$62.50
206. MATERIALS TESTING LAB SERVICE: TEST OF STABILOMETER VALUE OF BITUMINOUS MIXTURES (TEST CODE: TEX-208-F)	SET OF 3	\$200.00
207. MATERIALS TESTING LAB SERVICE: TEXAS CONE PENETRATION (TEST CODE: TEX-132-E)	EACH	\$24.00
208. MATERIALS TESTING LAB SERVICE: THEORETICAL MAXIMUM SPECIFIC GRAVITY OF BITUMINOUS MIXTURES (TEST CODE: TEX-227- F)	EACH	\$92.50
209. MATERIALS TESTING LAB SERVICE: THERMAL PROFILE (TEST CODE: TEX-244-F)	EACH	\$190.00
210. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR DISTURBED SOILS AND BASE MATERIALS (TEST CODE: TEX- 117-E)	EACH	\$1,825.00
211. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS (TEST CODE: TEX-118-E)	EACH	\$332.50
212. MATERIALS TESTING LAB SERVICE: UNIFORMITY OF CONCRETE (TEST CODE: TEX-472-A)	EACH	\$550.00
213. MATERIALS TESTING LAB SERVICE: UNIT WEIGHT, YIELD, AND AIR CONTENT (GRAVIMETRIC) OF CONCRETE (TEST CODE: TEX-417-A)	EACH	\$40.00

PROJECT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THE STATE OF TEXAS	§	
	§	
CLIENT OF PHARR		§
	§	
COUNTY OF HIDALGO	§	

This Agreement is between **FIRM**, (hereafter referred to as "LABORATORY"); and **CLIENT of Pharr**, (hereinafter referred to as the "CLIENT"). LABORATORY is hereby authorized to perform professional geotechnical Engineering services in connection with **Construction Material Testing (CMT) & Geotechnical Services Pool Project No. 1718-01-528-S016-187**, hereinafter referred to as the Project.

Date: _____

CLIENT: CLIENT of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Construction Material Testing (CMT) & Geotechnical Services Pool
Project No. 1718-01-528-S016-187**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

1.1 This agreement is based on providing the following services for the Project referred to herein, refer to **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *LABORATORY acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

1.2 LABORATORY SHALL:

- (a) Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (b) Provide only those services that, in the opinion of LABORATORY, lie within the technical and professional area of expertise of LABORATORY and which LABORATORY is adequately staffed and equipped to perform.
- (c) Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- (d) Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CLIENT specifications or other documents. Such reports shall be complete and factual, citing the test performed, methods employed, values obtained, parts of the structure and location at which test were made.
- (e) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CLIENT or its authorized representative documentation of such calibration.

1.6 Report Distribution and Ownership.

- (a) Consider all reports to be the confidential property of the CLIENT, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CLIENT or its authorized representative.
- (b) The CLIENT acknowledges the LABORATORY's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the LABORATORY. The CLIENT shall not reuse or make any modification to the reports without the prior written authorization of the LABORATORY. Any unauthorized reuse of the documents will be at the CLIENT's sole risk.

1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CLIENT at all reasonable time.

Section 2

Representations and Warranties

By executing this Agreement, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 LABORATORY will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to LABORATORY's liabilities hereunder in insurance coverage as mentioned above and LABORATORY waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* LABORATORY shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* LABORATORY shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* LABORATORY shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by LABORATORY in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* LABORATORY shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by LABORATORY and/or any of LABORATORYs

agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of LABORATORY; products and completed operations of LABORATORY; premises owned, occupied or used by LABORATORY; or automobiles owned, leased, hired or borrowed by LABORATORY. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, LABORATORY's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of LABORATORY's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) LABORATORY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) LABORATORY's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to CLIENT.
 - (a) *Deductibles.* Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, LABORATORY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage.* LABORATORY shall provide certificates of insurance with original endorsements to CLIENT as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with CLIENT before commencement of work by LABORATORY. At the request of CLIENT, LABORATORY shall provide

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The LABORATORY shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, LABORATORYs, directors, members, managers, employees, and CLIENT's LABORATORYs from and against any and all costs, losses, and damages (including but not limited to all fees and charges of LABORATORYs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The LABORATORY agrees that it shall, at LABORATORY's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from LABORATORY's negligence and/or the negligence of LABORATORY's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the two (2) year contract period or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the CLIENT of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by LABORATORY without cause; the LABORATORY shall be paid the reasonable value of services performed by the LABORATORY prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and LABORATORY's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. LABORATORY shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related

to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and LABORATORY. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit B-Fee Schedule**.

5.2 For all services to be performed by LABORATORY under this agreement, CLIENT shall issue Work Orders per project. Work Orders shall specify an overall amount Not to Exceed amount for the service to be performed based on unit prices set forth in **Exhibit B-Fee Schedule**. In no event shall LABORATORY's total compensation exceed the Work Order amount. without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost-plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. LABORATORY or LABORATORY or any CONTRACTOR is not authorized to claim on behalf of service

or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to LABORATORY, LABORATORY or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the LABORATORY which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify LABORATORY of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The LABORATORY and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to LABORATORY in the event one or more of the following conditions are in existence:

8.2 LABORATORY is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided LABORATORY a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to LABORATORY and provided LABORATORY a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 LABORATORY has failed to make payment promptly to LABORATORYs or other third parties used in connection with the services for which CLIENT has made payment to LABORATORY;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide LABORATORY with

written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due LABORATORY hereunder unless and until LABORATORY, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves LABORATORY of any its obligations hereunder with respect thereto;

8.7 LABORATORY shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 LABORATORY acknowledge that LABORATORY's special skill and expertise is a material consideration for CLIENT entering into this Agreement. LABORATORY shall not assign, subcontract or delegate to any other party the performance of any to be rendered by LABORATORY under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, LABORATORY shall be fully responsible to CLIENT for all acts or omissions of the sub-LABORATORY (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, LABORATORY shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to LABORATORY and upon approval thereof by CLIENT, CLIENT shall pay to LABORATORY the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the LABORATORY except those previously made in writing and identified by the LABORATORY as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs,

reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to LABORATORY or to any other party. The LABORATORY may retain reproducible copies of such documents. The CLIENT will require three (3) copies of the final geotechnical Engineering report and a electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold LABORATORY harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and LABORATORY agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on LABORATORY's experience and abilities with respect to performing the Services. LABORATORY represents to CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The LABORATORY represents, covenants and agrees that the person directly in charge of the professional LABORATORY work is duly registered under applicable Texas Law.

11.3 LABORATORY shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by LABORATORY shall not relieve LABORATORY from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of LABORATORY's service hereunder.

11.4 The CLIENT and LABORATORY agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the LABORATORY. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to CLIENT owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by LABORATORY. LABORATORY shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, LABORATORY shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort

from LABORATORY. The CLIENT will provide LABORATORY information of their underground facilities.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and LABORATORY and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Raba Kistner, Inc.
800 East Hackberry
McAllen, TX 78501
Isidoro Arjona, P.E.**

LABORATORY

By: _____
Signature

ENGINEER

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

Ed Wylie
Interim City Manager
City of Pharr, Texas

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



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
925-17 LABOR		
1. LABOR: SUPPORT MANAGER	HR	\$97.50
2. LABOR: QUALITY MANAGER (YRS EXPERIENCE: 10 to 20)	HR	\$125.00
3. LABOR: SENIOR ENGINEER (YRS EXPERIENCE: 15+)	HR	\$142.50
4. LABOR: PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)	HR	\$130.00
5. LABOR: DESIGN ENGINEER (YRS EXPERIENCE: 5 to 10)	HR	\$120.00
6. LABOR: ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$105.00
7. LABOR: SENIOR ENGINEER TECH (YRS EXPERIENCE: 15+)	HR	\$64.50
8. LABOR: ENGINEER TECH (YRS EXPERIENCE: 5 to 15)	HR	\$57.50
9. LABOR: JUNIOR ENGINEER TECH (YRS EXPERIENCE: 1 to 5)	HR	\$52.50
10. LABOR: SENIOR CADD OPERATOR (YRS EXPERIENCE: 15+)	HR	\$70.00
11. LABOR: CADD OPERATOR (YRS EXPERIENCE: 5 to 15)	HR	\$60.00
12. LABOR: JUNIOR CADD OPERATOR (YRS EXPERIENCE: 1 to 5)	HR	\$50.00
13. LABOR: ADMIN/CLERICAL	HR	\$50.00
14. LABOR: SENIOR GEOLOGIST (YRS EXPERIENCE: 15+)	HR	\$137.50
15. LABOR: GEOLOGIST (YRS EXPERIENCE: 5 to 15)	HR	\$117.50
16. LABOR: GEOLOGIST-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$100.00
925-46 GEOTECH SERVICE		
17. GEOTECH SERVICE: CALCIUM CARBONATE CONTENT OF SOILS (UNIT: ASTM D4373)	EACH	\$80.00
18. GEOTECH SERVICE: CALIFORNIA BEARING RATIO (SINGLE SAMPLE WITHOUT MD CURVE) (UNIT: ASTM D1883)	EACH	\$475.00
19. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS	EACH	\$330.00
20. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS INSTALLATION	EACH	\$355.00
21. GEOTECH SERVICE: CONCRETE/AC PATCH	PER PATCH	\$62.50
22. GEOTECH SERVICE: CORE DRILL ASPHALT	EACH	\$52.50
23. GEOTECH SERVICE: CORE DRILL CONCRETE	EACH	\$150.00
24. GEOTECH SERVICE: CORE REPAIR/PATCH ASPHALT COLD MIX	EACH	\$54.00
25. GEOTECH SERVICE: CORE REPAIR/PATCH CONCRETE-UTILIBOND	EACH	\$60.00
26. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW)	TRIP	\$262.50
27. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 4-IN. DIAMETER CORES	INCH	\$217.50
28. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 6-IN. DIAMETER CORES	INCH	\$272.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
29. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (A) 4-IN. DIAMETER CORES	INCH	\$217.50
30. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (B) 6-IN. DIAMETER CORES	INCH	\$272.50
31. GEOTECH SERVICE: DIRECT SHEAR TEST OF SOILS UNDER CONSOLIDATED DRAINED CONDITIONS (UNIT: ASTM D3080)	SET OF 3	\$920.00
32. GEOTECH SERVICE: DRILLING & SAMPLING - HARD ROCK-DIAMOND BIT	LF	\$52.00
33. GEOTECH SERVICE: DRILLING & SAMPLING - ROCK	LF	\$47.50
34. GEOTECH SERVICE: DRILLING & SAMPLING - SOFT ROCK-CARBIDE BIT	LF	\$47.50
35. GEOTECH SERVICE: DRILLING & SAMPLING - SOILS	LF	\$40.00
36. GEOTECH SERVICE: ELECTRONIC WATER LEVEL DEVICE	DAY	\$274.50
37. GEOTECH SERVICE: MODIFIED PROCTOR TEST (UNIT: ASTM D1557)	EACH	\$240.00
38. GEOTECH SERVICE: ONE DIMENSIONAL CONSOLIDATION PROPERTIES OF SOIL (UNIT: ASTM D2435)	EACH	\$475.00
39. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHOD C (UNIT: ASTM D4546)	EACH	\$202.50
40. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHODS A & B (UNIT: ASTM D4546)	EACH	\$237.50
41. GEOTECH SERVICE: PERMEABILITY OF SILT AND CLAYS (UNIT: ASTM D5084)	EACH	\$225.00
42. GEOTECH SERVICE: PIEZOMETER - 2"	FOOT	\$44.50
43. GEOTECH SERVICE: PIEZOMETER COMPLETION /ABANDONMENT (INCLUDING GROUTING)	EACH	\$800.00
44. GEOTECH SERVICE: PIEZOMETER FINISH: (A) FLUSH MOUNT W/2' X 2' PAD	EACH	\$900.00
45. GEOTECH SERVICE: PIEZOMETER FINISH: (B) STICK-UP W/ 4 BOLLARDS ON A 4' X 4' PAD	EACH	\$1,500.00
46. GEOTECH SERVICE: PIEZOMETER-2" (INCLUDING WELL COMPLETION AND INSTALLATION)	LF	\$144.50
47. GEOTECH SERVICE: SOIL BORING /ROCK CORING WITHOUT TCP (> 60 FT.)	LF	\$50.00
48. GEOTECH SERVICE: SOIL BORING WITH SPT (UNIT: ASTM D1586)	LF	\$21.00
49. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.):	LF	\$14.00
50. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$31.00
51. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$19.75
52. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): © AUGURING	LF	\$17.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
53. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.):	LF	\$16.00
54. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$33.00
55. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$23.00
56. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITHOUT TCP (< 60 FT.)	LF	\$31.50
57. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (< 60 FT.) (UNIT: Tex-132-E)	LF	\$33.00
58. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (> 60 FT.) (UNIT: Tex-132-E)	LF	\$38.50
CORE (UNIT: ASTM D3967)	EACH	\$162.50
60. GEOTECH SERVICE: STAND BY OF CREW	HOUR	\$250.00
61. GEOTECH SERVICE: STANDARD PENETRATION TEST (SPT) (UNIT: ASTM D1586)	EACH	\$11.50
62. GEOTECH SERVICE: STANDARD PROCTOR TEST (UNIT: D698)	EACH	\$216.25
63. GEOTECH SERVICE: STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER (UNIT: ASTM D4221)	EACH	\$305.13
64. GEOTECH SERVICE: STANDARD TEST METHOD FOR PERMEABILITY OF GRANULAR SOILS (CONSTANT HEAD) (UNIT: ASTM D2434)	EACH	\$462.50
65. GEOTECH SERVICE: STANDARD TEST METHODS FOR DETERMINING DISPERSIVE CHARACTERISTICS OF CLAYEY SOILS BY THE CRUMB TEST (UNIT: ASTM D6572)	EACH	\$60.00
66. GEOTECH SERVICE: STANDARD TEST METHODS FOR IDENTIFICATION AND CLASSIFICATION OF DISPERSIVE CLAY SOILS BY THE PINHOLE TEST (UNIT: ASTM D4647)	EACH	\$272.50
67. GEOTECH SERVICE: SUCTION TEST (FILTER METHOD) (UNIT: ASTM D5298)	EACH	\$137.50
68. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (ROCK) (UNIT: ASTM D2938)	EACH	\$72.50
69. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (SOIL) (UNIT: ASTM D2166)	EACH	\$54.00
70. GEOTECH SERVICE: VERTICAL INCLINOMETER	EACH	\$300.00
71. GEOTECH SERVICE: VERTICAL INCLINOMETER INSTALLATION	EACH	\$750.00
72. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER	EACH	\$875.00
73. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER INSTALLATION	EACH	\$1,000.00
74. GEOTECH SERVICE: VOLUMETRIC SHRINKAGE (UNIT: ASTM D427)	EACH	\$112.63
75. GEOTECH SERVICE: WATER STAND PIPES (UNIT: ASTM D4043)	LF	\$35.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
76. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS LESS THAN 100 MILES FROM RKI OFFICE TO SITE)	EACH	\$362.50
77. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM RKI OFFICE TO SITE)	MILE	\$4.63
78. GEOTECH SERVICE: BACKFILL BORINGS	LF	\$4.88
79. GEOTECH SERVICE: RESILIENT MODULUS TYPE 2 (5 OF FINE GRAINED AND/OR COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$375.00
80. GEOTECH SERVICE: RESILIENT MODULUS TYPE 1 (3 OF COARSE GRAINED AND/OR NON-COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$400.00
81. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: Tex-110-E)	EACH	\$65.75
82. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART II) - HYDROMETER ANALYSIS (UNIT: Tex-110-E)	EACH	\$275.00
961-48 MATERIALS TESTING LAB SERVICE		
83. MATERIALS TESTING LAB SERVICE: ABRASION OF COARSE AGGREGATE USING THE LOS ANGELES MACHINE (TEST CODE: TEX- 410-A)	EACH	\$387.50
84. MATERIALS TESTING LAB SERVICE: ABSORPTION AND DRY BULK SPECIFIC GRAVITY OF LIGHTWEIGHT COARSE AGGREGATE (TEST CODE: TEX-433-A)	EACH	\$77.50
85. MATERIALS TESTING LAB SERVICE: ACCELERATED POLISH TEST FOR COARSE AGGREGATE (TEST CODE: TEX-438-A)	EACH	\$700.00
86. MATERIALS TESTING LAB SERVICE: ACID INSOLUBLE RESIDUE FOR FINE AGGREGATE (TEST CODE: TEX-612-J)	EACH	\$237.50
87. MATERIALS TESTING LAB SERVICE: ADMIXING LIME TO REDUCE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-112-E)	EACH	\$175.00
88. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416- A)	EACH	\$30.00
89. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE VOLUMETRIC METHOD (TEST CODE: TEX- 414-A)	EACH	\$35.00
90. MATERIALS TESTING LAB SERVICE: APPARENT SPECIFIC GRAVITY OF MATERIAL FINER THAN NO. 50 SIEVE (TEST CODE: TEX-202-F)	EACH	\$84.25
91. MATERIALS TESTING LAB SERVICE: ASPHALT BINDER WATER IN PETROLEUM (TEST CODE: TEX-501-C AASHTO T 55)	EACH	\$225.00
92. MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)	EACH	\$227.50
93. MATERIALS TESTING LAB SERVICE: BOREHOLE GROUTING - BENTONITE CHIPS	LF	\$8.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
94. MATERIALS TESTING LAB SERVICE: BULK SPECIFIC GRAVITY AND WATER ABSORPTION OF AGGREGATE (TEST CODE: TEX-201-F)	EACH	\$84.80
95. MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)	EACH	\$66.50
96. MATERIALS TESTING LAB SERVICE: CALCULATING VISCOSITY FROM PENETRATION (TEST CODE: TEX-535-C)	EACH	\$200.00
97. MATERIALS TESTING LAB SERVICE: CANTABRO LOSS (TEST CODE: TEX-245-F)	EACH	\$200.00
98. MATERIALS TESTING LAB SERVICE: CAPPING CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-450-A)	EACH	\$52.50
99. MATERIALS TESTING LAB SERVICE: CASING / HOLLOW STEM AUGER SURCHARGE	LF	\$30.00
100. MATERIALS TESTING LAB SERVICE: COMBINED HMAC COLD-BELT SAMPLING AND TESTING PROCEDURE (TEST CODE: TEX-229-F)	EACH	\$100.00
101. MATERIALS TESTING LAB SERVICE: COMPACTING SPECIMENS USING THE TEXAS GYRATORY COMPACTOR (TGC) (TEST CODE: TEX- 206-F)	SET OF 3	\$142.50
102. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CEMENT MORTARS (TEST CODE: ASTM C109)	SET OF 3	\$38.00
103. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CONCRETE USING PORTIONS OF BEAMS BROKEN IN FLEXURE (TEST CODE: TEX-419-A)	EACH	\$35.50
104. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)	EACH	\$15.00
105. MATERIALS TESTING LAB SERVICE: CONDUCTIVITY TEST FOR FIELD DETECTION OF SULFATES IN SOIL (TEST CODE: TEX-146-E)	EACH	\$87.50
106. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- MULTIPLE CHANGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,183.75
107. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- SINGLE STAGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,343.75
108. MATERIALS TESTING LAB SERVICE: CUTBACK ASPHALTS -SPECIFIC GRAVITY, API GRAVITY, OR DENSITY OF CUTBACK ASPHALTS BY HYDROMETER METHOD; EMULSIFIED ASPHALTS - WEIGHT PER GALLON OF EMULSIFIED ASPHALT (TEST CODE: TEX-514-C ASTM D3142 ASTM D244)	EACH	\$675.00
109. MATERIALS TESTING LAB SERVICE: DEGRADATION OF COARSE AGGREGATE BY MICRO-DEVEL ABRASION (TEST CODE: TEX-461-A)	EACH	\$302.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
110. MATERIALS TESTING LAB SERVICE: DESIGN OF BITUMINOUS MIXTURES (TEST CODE: TEX-204-F)	EACH	\$2,750.00
111. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT FROM ASPHALT PAVING MIXTURES BY THE IGNITION METHOD (TEST CODE: TEX-236-F)	EACH	\$207.50
112. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)	EACH	\$175.00
113. MATERIALS TESTING LAB SERVICE: DETERMINING CHLORIDE AND SULFATE CONTENTS IN SOILS (TEST CODE: TEX-620-J)	EACH	\$112.00
114. MATERIALS TESTING LAB SERVICE: DETERMINING CRUSHED FACE PARTICLE COUNT (TEST CODE: TEX-460-A)	EACH	\$85.00
115. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL AND DECANTATION TEST FOR COARSE AGGREGATES (TEST CODE: TEX-217-F)	EACH	\$97.50
116. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL IN MINERAL AGGREGATE (TEST CODE: TEX-413-A)	EACH	\$90.00
117. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (TEST CODE: TEX-207-F (PART I))	EACH	\$52.50
118. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (VACUUM METHOD) (TEST CODE: TEX-207-F (PART VI))	EACH	\$70.00
119. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF PERMEABLE FRICTION COURSE (PFC) MIXTURES (TEST CODE: TEX-207- F (PART VIII))	EACH	\$70.00
120. MATERIALS TESTING LAB SERVICE: DETERMINING DRAINDOWN CHARACTERISTICS IN BITUMINOUS MIXTURES (TEST CODE: TEX-235-F)	EACH	\$100.00
121. MATERIALS TESTING LAB SERVICE: DETERMINING FLAKINESS INDEX (TEST CODE: TEX-224-F)	EACH	\$85.00
122. MATERIALS TESTING LAB SERVICE: DETERMINING FLAT AND ELONGATED PARTICLES (TEST CODE: TEX-280-F)	EACH	\$85.00
123. MATERIALS TESTING LAB SERVICE: DETERMINING HYDROCARBON-VOLATILE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-213-F)	EACH	\$139.00
124. MATERIALS TESTING LAB SERVICE: DETERMINING IN-PLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III))	EACH	\$36.50
125. MATERIALS TESTING LAB SERVICE: DETERMINING LIQUID LIMITS OF SOILS (TEST CODE: TEX-104-E)	EACH	\$66.50
126. MATERIALS TESTING LAB SERVICE: DETERMINING LONGITUDINAL JOINT DENSITY USING A DENSITY TESTING GAUGE (TEST CODE: TEX-207-F (PART VII))	EACH	\$100.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
127. MATERIALS TESTING LAB SERVICE: DETERMINING MAT SEGREGATION USING A DENSITY-TESTING GAUGE (TEST CODE: TEX- 207-F (PART V))	EACH	\$50.00
128. MATERIALS TESTING LAB SERVICE: DETERMINING MODULUS OF SUB-GRADE REACTION (K VALUE) (TEST CODE: TEX-125-E)	EACH	\$475.00
129. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT IN SOIL MATERIALS (TEST CODE: TEX-103-E)	EACH	\$13.00
130. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-212-F)	EACH	\$35.00
131. MATERIALS TESTING LAB SERVICE: DETERMINING PAVEMENT THICKNESS BY DIRECT MEASUREMENT (TEST CODE: TEX-423-A)	EACH	\$71.50
132. MATERIALS TESTING LAB SERVICE: DETERMINING PERCENT VOIDS AND SOLIDS IN CONCRETE (TEST CODE: TEX-405-A)	EACH	\$82.50
133. MATERIALS TESTING LAB SERVICE: DETERMINING PLASTIC SOIL LIMITS	EACH	\$69.00
134. MATERIALS TESTING LAB SERVICE: DETERMINING POTENTIAL VERTICAL RISE (TEST CODE: TEX-124-E)	EACH	\$82.50
135. MATERIALS TESTING LAB SERVICE: DETERMINING RHEOLOGICAL PROPERTIES OF ASPHALT BINDER USING A DYNAMIC SHEAR RHEOMETER (TEST CODE: AASHTO T315)	EACH	\$1,125.00
136. MATERIALS TESTING LAB SERVICE: DETERMINING SLAKING TIME (TEST CODE: TEX-102-E)	EACH	\$125.00
137. MATERIALS TESTING LAB SERVICE: DETERMINING SOIL PH (TEST CODE: TEX-128-E)	EACH	\$55.00
138. MATERIALS TESTING LAB SERVICE: DETERMINING SULFATE CONTENT IN SOILS - COLORIMETRIC METHOD (TEST CODE: TEX-145-E)	EACH	\$94.38
139. MATERIALS TESTING LAB SERVICE: DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE (TEST CODE: TEX-111-E)	EACH	\$61.50
140. MATERIALS TESTING LAB SERVICE: DETERMINING THE BAR LINEAR SHRINKAGE OF SOILS (TEST CODE: TEX-107-E)	EACH	\$67.15
141. MATERIALS TESTING LAB SERVICE: DETERMINING THE DRAINAGE FACTOR OF SOIL MATERIALS (TEST CODE: TEX-123-E)	EACH	\$349.50
142. MATERIALS TESTING LAB SERVICE: DETERMINING THE SPECIFIC GRAVITY OF SOILS (TEST CODE: TEX-108-E)	EACH	\$79.60
143. MATERIALS TESTING LAB SERVICE: DETERMINING UNIT MASS (WEIGHT) OF AGGREGATES (TEST CODE: TEX-404-A)	EACH	\$66.25
144. MATERIALS TESTING LAB SERVICE: DISTILLATION OF CUTBACK ASPHALT PRODUCTS (TEST CODE: TEX-515-C AASHTO T78)	EACH	\$425.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
145. MATERIALS TESTING LAB SERVICE: DUCTILITY OF ASPHALT MATERIALS (TEST CODE: TEX-503-C AASHTO T51)	EACH	\$450.00
146. MATERIALS TESTING LAB SERVICE: EFFECT OF HEAT AND AIR ON ASPHALT MATERIALS (THIN-FILM OVEN TEST) (TEST CODE: TEX-510-C AASHTO T179)	EACH	\$475.00
147. MATERIALS TESTING LAB SERVICE: EFFECT OF WATER ON BITUMINOUS PAVING MIXTURES (TEST CODE: TEX-530-C)	EACH	\$140.00
148. MATERIALS TESTING LAB SERVICE: ELASTIC RECOVERY OF TENSILE DEFORMATION USING A DUCTILOMETER (TEST CODE: TEX- 539-C)	EACH	\$625.00
149. MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE MATERIALS (TEST CODE: TEX-115-E)	EACH	\$27.50
150. MATERIALS TESTING LAB SERVICE: FINENESS MODULUS OF FINE AGGREGATE (TEST CODE: TEX-402-A)	EACH	\$77.50
151. MATERIALS TESTING LAB SERVICE: FLASH POINT WITH TAG OPEN-CUP APPARATUS FOR USE WITH MATERIAL HAVING A FLASH POINT LESS THAN 93°C (200°F) (TEST CODE: TEX-512-C AASHTO T79)	EACH	\$475.00
152. MATERIALS TESTING LAB SERVICE: FLEXURAL STRENGTH OF CONCRETE USING SIMPLE BEAM THIRD-POINT LOADING (TEST CODE: TEX-448-A)	EACH	\$36.00
153. MATERIALS TESTING LAB SERVICE: FLOAT TEST FOR BITUMINOUS MATERIALS (TEST CODE: TEX-519-C AASHTO T50)	EACH	\$475.00
154. MATERIALS TESTING LAB SERVICE: FREE MOISTURE AND WATER ABSORPTION IN AGGREGATE FOR CONCRETE (TEST CODE: TEX 409-A)	EACH	\$85.00
155. MATERIALS TESTING LAB SERVICE: FREEZING AND THAWING TESTS OF COMPACTED SOIL-CEMENT MIXTURE (TEST CODE: TEX-135- E)	EACH	\$600.00
156. MATERIALS TESTING LAB SERVICE: HAMBURG WHEEL-TRACKING TEST (TEST CODE: TEX-242-F)	EACH	\$880.00
157. MATERIALS TESTING LAB SERVICE: INDIRECT TENSILE STRENGTH TEST (TEST CODE: TEX-226-F)	SET OF 3	\$600.00
158. MATERIALS TESTING LAB SERVICE: KINEMATIC VISCOSITY OF ASPHALTS (BITUMENS) (TEST CODE: TEX-529-C AASHTO T201)	EACH	\$425.00
159. MATERIALS TESTING LAB SERVICE: LABORATORY CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES (TEST CODE: TEX-142-E)	EACH	\$80.00
160. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)	EACH	\$252.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
161. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E)	EACH	\$217.50
162. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 1 (TEST CODE: TEX-127-E)	EACH	\$325.00
163. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 2 (TEST CODE: TEX-127-E)	EACH	\$325.00
164. MATERIALS TESTING LAB SERVICE: MAKING AND CURING CONCRETE TEST SPECIMENS (TEST CODE: TEX-447-A)	EACH	\$33.00
165. MATERIALS TESTING LAB SERVICE: MANUAL PROCEDURE FOR DESCRIPTION AND IDENTIFICATION OF SOILS (TEST CODE: TEX-141-E)	EACH	\$70.00
166. MATERIALS TESTING LAB SERVICE: MATERIAL FINER THAN 75 MICROMETER (NO. 200) SIEVE IN MINERAL AGGREGATES (DECANTATION TEST FOR CONCRETE AGGREGATES) (TEST CODE: TEX- 406-A)	EACH	\$74.00
167. MATERIALS TESTING LAB SERVICE: MEASURING TEMPERATURE OF FRESHLY MIXED PORTLAND CEMENT CONCRETE (TEST CODE: TEX- 422-A)	HOURL	\$22.50
168. MATERIALS TESTING LAB SERVICE: MEASURING TEXTURE DEPTH BY THE SAND PATCH METHOD (TEST CODE: TEX-436-A)	EACH	\$110.00
169. MATERIALS TESTING LAB SERVICE: MEASURING THE RESISTIVITY OF SOIL MATERIALS (TEST CODE: TEX-129-E)	EACH	\$100.00
170. MATERIALS TESTING LAB SERVICE: MEASURING THICKNESS OF PAVEMENT LAYER (TEST CODE: TEX-140-E)	EACH	\$65.00
171. MATERIALS TESTING LAB SERVICE: MOLDING, TESTING, AND EVALUATING BITUMINOUS BLACK BASE MATERIALS (TEST CODE: TEX- 126-E)	EACH	\$300.00
172. MATERIALS TESTING LAB SERVICE: OBTAINING AND TESTING DRILLED CORES OF CONCRETE (TEST CODE: TEX-424-A)	EACH	\$274.50
173. MATERIALS TESTING LAB SERVICE: OPERATING INERTIAL PROFILERS AND EVALUATING PAVEMENT PROFILES (TEST CODE: TEX- 1001-S)	HOURL	\$1,345.00
174. MATERIALS TESTING LAB SERVICE: ORGANIC IMPURITIES IN FINE AGGREGATE FOR CONCRETE (TEST CODE: TEX-408-A)	EACH	\$50.00
175. MATERIALS TESTING LAB SERVICE: OVERLAY TEST (TEST CODE: TEX-248-F)	SET OF 3	\$925.00
176. MATERIALS TESTING LAB SERVICE: PARTICLE SIZE ANALYSIS OF SOILS (TEST CODE: TEX-110-E)	EACH	\$78.80
177. MATERIALS TESTING LAB SERVICE: PENETRATION OF BITUMINOUS MATERIALS (TEST CODE: TEX-502-C AASHTO T49)	EACH	\$475.00
178. MATERIALS TESTING LAB SERVICE: PERMEABILITY OR WATER FLOW OF HOT MIX ASPHALT (TEST CODE: TEX-246-F)	EACH	\$85.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
179. MATERIALS TESTING LAB SERVICE: PREPARING SOIL AND FLEXIBLE BASE MATERIALS FOR TESTING (TEST CODE: TEX-101-E)	EACH	\$62.50
180. MATERIALS TESTING LAB SERVICE: RECOVERY OF ASPHALT FROM BITUMINOUS MIXTURES BY THE ABSON PROCESS (TEST CODE: TEX-211-F)	EACH	\$500.00
181. MATERIALS TESTING LAB SERVICE: ROLLING THIN FILM OVEN TEST FOR ASPHALT BINDERS (TEST CODE: TEX-541-C AASHTO T240)	EACH	\$475.00
182. MATERIALS TESTING LAB SERVICE: SAMPLING AGGREGATE FOR BITUMINOUS MIXTURES, SURFACE TREATMENTS AND LIMESTONE ROCK ASPHALT (TEST CODE: TEX-221-F)	EACH	\$120.00
183. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MATERIALS, PRE-MOLDED JOINT FILLERS, AND JOINT SEALERS (TEST CODE: TEX-500-C)	EACH	\$200.00
184. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MIXTURES (TEST CODE: TEX-222-F)	EACH	\$87.50
185. MATERIALS TESTING LAB SERVICE: SAMPLING FLEXIBLE BASE, STONE, GRAVEL, SAND, AND MINERAL AGGREGATES (TEST CODE: TEX- 400-A)	HOUR	\$48.50
186. MATERIALS TESTING LAB SERVICE: SAMPLING OF FRESHLY MIXED CONCRETE (TEST CODE: TEX-407-A)	EACH	\$52.00
187. MATERIALS TESTING LAB SERVICE: SAND EQUIVALENT (TEST CODE: TEX-203-F)	EACH	\$77.50
188. MATERIALS TESTING LAB SERVICE: SATURATED SURFACE-DRY SPECIFIC GRAVITY AND ABSORPTION OF AGGREGATES (TEST CODE: TEX-403-A)	EACH	\$99.50
189. MATERIALS TESTING LAB SERVICE: SAYBOLT VISCOSITY (TEST CODE: TEX-513-C AASHTO T72)	EACH	\$475.00
190. MATERIALS TESTING LAB SERVICE: SIEVE ANALYSIS OF FINE AND COARSE AGGREGATE (TEST CODE: TEX-200-F OR TEX-401-A)	EACH	\$90.00
191. MATERIALS TESTING LAB SERVICE: SLUMP OF HYDRAULIC CEMENT CONCRETE (TEST CODE: TEX-415-A)	EACH	\$35.00
192. MATERIALS TESTING LAB SERVICE: SLURRY TESTING (TEST CODE: TEX-130-E)	EACH	\$50.00
193. MATERIALS TESTING LAB SERVICE: SOFTENING POINT OF BITUMEN (RING AND BALL APPARATUS) (TEST CODE: TEX-505-C AASHTO T53)	EACH	\$475.00
194. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 1 (TEST CODE: TEX-120-E)	EACH	\$350.00
195. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 2 (TEST CODE: TEX-120-E)	EACH	\$350.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
196. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 1 (TEST CODE: TEX-121-E)	EACH	\$280.00
197. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 2 (TEST CODE: TEX-121-E)	EACH	\$280.00
198. MATERIALS TESTING LAB SERVICE: SOLUBILITY OF BITUMINOUS MATERIALS (TEST CODE: TEX-507-C AASHTO T44)	EACH	\$425.00
199. MATERIALS TESTING LAB SERVICE: SOUNDNESS OF AGGREGATE USING SODIUM SULFATE OR MAGNESIUM SULFATE (TEST CODE: TEX- 411-A)	EACH	\$450.00
200. MATERIALS TESTING LAB SERVICE: SPECIFIC GRAVITY (TEST CODE: TEX-508-C AASHTO T228)	EACH	\$75.00
201. MATERIALS TESTING LAB SERVICE: SPOT TEST OF ASPHALTIC MATERIALS (TEST CODE: TEX-509-C AASHTO T102)	EACH	\$287.50
202. MATERIALS TESTING LAB SERVICE: SULPHATE TEST	EACH	\$112.50
203. MATERIALS TESTING LAB SERVICE: SUPERPAVE GYRATORY COMPACTING OF TEST SPECIMENS OF BITUMINOUS MIXTURES (TEST CODE: TEX-241-F)	SET OF 2	\$450.00
204. MATERIALS TESTING LAB SERVICE: SURVEYING AND SAMPLING SOILS FOR HIGHWAYS (TEST CODE: TEX-100-E)	HOUR	\$107.50
205. MATERIALS TESTING LAB SERVICE: TEST FLOW OF GROUT MIXTURES (FLOW CONE METHOD) (TEST CODE: TEX-437-A)	EACH	\$62.50
206. MATERIALS TESTING LAB SERVICE: TEST OF STABILOMETER VALUE OF BITUMINOUS MIXTURES (TEST CODE: TEX-208-F)	SET OF 3	\$200.00
207. MATERIALS TESTING LAB SERVICE: TEXAS CONE PENETRATION (TEST CODE: TEX-132-E)	EACH	\$24.00
208. MATERIALS TESTING LAB SERVICE: THEORETICAL MAXIMUM SPECIFIC GRAVITY OF BITUMINOUS MIXTURES (TEST CODE: TEX-227- F)	EACH	\$92.50
209. MATERIALS TESTING LAB SERVICE: THERMAL PROFILE (TEST CODE: TEX-244-F)	EACH	\$190.00
210. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR DISTURBED SOILS AND BASE MATERIALS (TEST CODE: TEX- 117-E)	EACH	\$1,825.00
211. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS (TEST CODE: TEX-118-E)	EACH	\$332.50
212. MATERIALS TESTING LAB SERVICE: UNIFORMITY OF CONCRETE (TEST CODE: TEX-472-A)	EACH	\$550.00
213. MATERIALS TESTING LAB SERVICE: UNIT WEIGHT, YIELD, AND AIR CONTENT (GRAVIMETRIC) OF CONCRETE (TEST CODE: TEX-417-A)	EACH	\$40.00

PROJECT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THE STATE OF TEXAS	§	
	§	
CLIENT OF PHARR		§
	§	
COUNTY OF HIDALGO	§	

This Agreement is between **FIRM**, (hereafter referred to as "LABORATORY"); and **CLIENT of Pharr**, (hereinafter referred to as the "CLIENT"). LABORATORY is hereby authorized to perform professional geotechnical Engineering services in connection with **Construction Material Testing (CMT) & Geotechnical Services Pool Project No. 1718-01-528-S016-187**, hereinafter referred to as the Project.

Date: _____

CLIENT: CLIENT of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Construction Material Testing (CMT) & Geotechnical Services Pool
Project No. 1718-01-528-S016-187**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

1.1 This agreement is based on providing the following services for the Project referred to herein, refer to **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *LABORATORY acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

1.2 LABORATORY SHALL:

- (a) Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (b) Provide only those services that, in the opinion of LABORATORY, lie within the technical and professional area of expertise of LABORATORY and which LABORATORY is adequately staffed and equipped to perform.
- (c) Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- (d) Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CLIENT specifications or other documents. Such reports shall be complete and factual, citing the test performed, methods employed, values obtained, parts of the structure and location at which test were made.
- (e) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CLIENT or its authorized representative documentation of such calibration.

1.6 Report Distribution and Ownership.

- (a) Consider all reports to be the confidential property of the CLIENT, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CLIENT or its authorized representative.
- (b) The CLIENT acknowledges the LABORATORY's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the LABORATORY. The CLIENT shall not reuse or make any modification to the reports without the prior written authorization of the LABORATORY. Any unauthorized reuse of the documents will be at the CLIENT's sole risk.

1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CLIENT at all reasonable time.

Section 2

Representations and Warranties

By executing this Agreement, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 LABORATORY will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to LABORATORY's liabilities hereunder in insurance coverage as mentioned above and LABORATORY waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* LABORATORY shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* LABORATORY shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* LABORATORY shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by LABORATORY in connection with the performance of services under this Agreement.
- (4) *Professional Liability Coverage.* LABORATORY shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by LABORATORY and/or any of LABORATORYs

agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements*. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of LABORATORY; products and completed operations of LABORATORY; premises owned, occupied or used by LABORATORY; or automobiles owned, leased, hired or borrowed by LABORATORY. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, LABORATORY's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of LABORATORY's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) LABORATORY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) LABORATORY's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to CLIENT.
 - (a) *Deductibles*. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, LABORATORY shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers*. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage*. LABORATORY shall provide certificates of insurance with original endorsements to CLIENT as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with CLIENT before commencement of work by LABORATORY. At the request of CLIENT, LABORATORY shall provide

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The LABORATORY shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, LABORATORYs, directors, members, managers, employees, and CLIENT's LABORATORYs from and against any and all costs, losses, and damages (including but not limited to all fees and charges of LABORATORYs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The LABORATORY agrees that it shall, at LABORATORY's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from LABORATORY's negligence and/or the negligence of LABORATORY's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the two (2) year contract period or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the CLIENT of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by LABORATORY without cause; the LABORATORY shall be paid the reasonable value of services performed by the LABORATORY prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and LABORATORY's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. LABORATORY shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related

to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and LABORATORY. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit B-Fee Schedule**.

5.2 For all services to be performed by LABORATORY under this agreement, CLIENT shall issue Work Orders per project. Work Orders shall specify an overall amount Not to Exceed amount for the service to be performed based on unit prices set forth in **Exhibit B-Fee Schedule**. In no event shall LABORATORY's total compensation exceed the Work Order amount. without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost-plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. LABORATORY or LABORATORY or any CONTRACTOR is not authorized to claim on behalf of service

or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to LABORATORY, LABORATORY or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the LABORATORY which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify LABORATORY of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The LABORATORY and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to LABORATORY in the event one or more of the following conditions are in existence:

8.2 LABORATORY is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided LABORATORY a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to LABORATORY and provided LABORATORY a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 LABORATORY has failed to make payment promptly to LABORATORYs or other third parties used in connection with the services for which CLIENT has made payment to LABORATORY;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide LABORATORY with

written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due LABORATORY hereunder unless and until LABORATORY, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves LABORATORY of any its obligations hereunder with respect thereto;

8.7 LABORATORY shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 LABORATORY acknowledge that LABORATORY's special skill and expertise is a material consideration for CLIENT entering into this Agreement. LABORATORY shall not assign, subcontract or delegate to any other party the performance of any to be rendered by LABORATORY under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, LABORATORY shall be fully responsible to CLIENT for all acts or omissions of the sub-LABORATORY (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, LABORATORY shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to LABORATORY and upon approval thereof by CLIENT, CLIENT shall pay to LABORATORY the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the LABORATORY except those previously made in writing and identified by the LABORATORY as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs,

reports, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to LABORATORY or to any other party. The LABORATORY may retain reproducible copies of such documents. The CLIENT will require three (3) copies of the final geotechnical Engineering report and a electronic copy in pdf format. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold LABORATORY harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and LABORATORY agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on LABORATORY's experience and abilities with respect to performing the Services. LABORATORY represents to CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The LABORATORY represents, covenants and agrees that the person directly in charge of the professional LABORATORY work is duly registered under applicable Texas Law.

11.3 LABORATORY shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by LABORATORY shall not relieve LABORATORY from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of LABORATORY's service hereunder.

11.4 The CLIENT and LABORATORY agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the LABORATORY. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to CLIENT owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by LABORATORY. LABORATORY shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, LABORATORY shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort

from LABORATORY. The CLIENT will provide LABORATORY information of their underground facilities.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and LABORATORY and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Terracon Consultants, Inc.
1506 Mid Cities Drive
Pharr, TX 78577
Jose A. Flores, P.G.**

LABORATORY

By: _____
Signature

ENGINEER

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

Ed Wylie
Interim City Manager
City of Pharr, Texas

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



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
925-17 LABOR		
1. LABOR: SUPPORT MANAGER	HR	\$97.50
2. LABOR: QUALITY MANAGER (YRS EXPERIENCE: 10 to 20)	HR	\$125.00
3. LABOR: SENIOR ENGINEER (YRS EXPERIENCE: 15+)	HR	\$142.50
4. LABOR: PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)	HR	\$130.00
5. LABOR: DESIGN ENGINEER (YRS EXPERIENCE: 5 to 10)	HR	\$120.00
6. LABOR: ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$105.00
7. LABOR: SENIOR ENGINEER TECH (YRS EXPERIENCE: 15+)	HR	\$64.50
8. LABOR: ENGINEER TECH (YRS EXPERIENCE: 5 to 15)	HR	\$57.50
9. LABOR: JUNIOR ENGINEER TECH (YRS EXPERIENCE: 1 to 5)	HR	\$52.50
10. LABOR: SENIOR CADD OPERATOR (YRS EXPERIENCE: 15+)	HR	\$70.00
11. LABOR: CADD OPERATOR (YRS EXPERIENCE: 5 to 15)	HR	\$60.00
12. LABOR: JUNIOR CADD OPERATOR (YRS EXPERIENCE: 1 to 5)	HR	\$50.00
13. LABOR: ADMIN/CLERICAL	HR	\$50.00
14. LABOR: SENIOR GEOLOGIST (YRS EXPERIENCE: 15+)	HR	\$137.50
15. LABOR: GEOLOGIST (YRS EXPERIENCE: 5 to 15)	HR	\$117.50
16. LABOR: GEOLOGIST-IN-TRAINING (YRS EXPERIENCE: 1 to 5)	HR	\$100.00
925-46 GEOTECH SERVICE		
17. GEOTECH SERVICE: CALCIUM CARBONATE CONTENT OF SOILS (UNIT: ASTM D4373)	EACH	\$80.00
18. GEOTECH SERVICE: CALIFORNIA BEARING RATIO (SINGLE SAMPLE WITHOUT MD CURVE) (UNIT: ASTM D1883)	EACH	\$475.00
19. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS	EACH	\$330.00
20. GEOTECH SERVICE: CASAGRANDE TYPE PIEZOMETERS INSTALLATION	EACH	\$355.00
21. GEOTECH SERVICE: CONCRETE/AC PATCH	PER PATCH	\$62.50
22. GEOTECH SERVICE: CORE DRILL ASPHALT	EACH	\$52.50
23. GEOTECH SERVICE: CORE DRILL CONCRETE	EACH	\$150.00
24. GEOTECH SERVICE: CORE REPAIR/PATCH ASPHALT COLD MIX	EACH	\$54.00
25. GEOTECH SERVICE: CORE REPAIR/PATCH CONCRETE-UTILIBOND	EACH	\$60.00
26. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW)	TRIP	\$262.50
27. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 4-IN. DIAMETER CORES	INCH	\$217.50
28. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW) 6-IN. DIAMETER CORES	INCH	\$272.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
29. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (A) 4-IN. DIAMETER CORES	INCH	\$217.50
30. GEOTECH SERVICE: CORE/DRILL OPERATOR/TECHNICIAN AND CORING EQUIPMENT USED TO DRILL FLEXIBLE AND RIGID PAVEMENT (2-MAN CREW): (B) 6-IN. DIAMETER CORES	INCH	\$272.50
31. GEOTECH SERVICE: DIRECT SHEAR TEST OF SOILS UNDER CONSOLIDATED DRAINED CONDITIONS (UNIT: ASTM D3080)	SET OF 3	\$920.00
32. GEOTECH SERVICE: DRILLING & SAMPLING - HARD ROCK-DIAMOND BIT	LF	\$52.00
33. GEOTECH SERVICE: DRILLING & SAMPLING - ROCK	LF	\$47.50
34. GEOTECH SERVICE: DRILLING & SAMPLING - SOFT ROCK-CARBIDE BIT	LF	\$47.50
35. GEOTECH SERVICE: DRILLING & SAMPLING - SOILS	LF	\$40.00
36. GEOTECH SERVICE: ELECTRONIC WATER LEVEL DEVICE	DAY	\$274.50
37. GEOTECH SERVICE: MODIFIED PROCTOR TEST (UNIT: ASTM D1557)	EACH	\$240.00
38. GEOTECH SERVICE: ONE DIMENSIONAL CONSOLIDATION PROPERTIES OF SOIL (UNIT: ASTM D2435)	EACH	\$475.00
39. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHOD C (UNIT: ASTM D4546)	EACH	\$202.50
40. GEOTECH SERVICE: ONE DIMENSIONAL SWELL, METHODS A & B (UNIT: ASTM D4546)	EACH	\$237.50
41. GEOTECH SERVICE: PERMEABILITY OF SILT AND CLAYS (UNIT: ASTM D5084)	EACH	\$225.00
42. GEOTECH SERVICE: PIEZOMETER - 2"	FOOT	\$44.50
43. GEOTECH SERVICE: PIEZOMETER COMPLETION /ABANDONMENT (INCLUDING GROUTING)	EACH	\$800.00
44. GEOTECH SERVICE: PIEZOMETER FINISH: (A) FLUSH MOUNT W/2' X 2' PAD	EACH	\$900.00
45. GEOTECH SERVICE: PIEZOMETER FINISH: (B) STICK-UP W/ 4 BOLLARDS ON A 4' X 4' PAD	EACH	\$1,500.00
46. GEOTECH SERVICE: PIEZOMETER-2" (INCLUDING WELL COMPLETION AND INSTALLATION)	LF	\$144.50
47. GEOTECH SERVICE: SOIL BORING /ROCK CORING WITHOUT TCP (> 60 FT.)	LF	\$50.00
48. GEOTECH SERVICE: SOIL BORING WITH SPT (UNIT: ASTM D1586)	LF	\$21.00
49. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.):	LF	\$14.00
50. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$31.00
51. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$19.75
52. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (< 60 FT.): © AUGURING	LF	\$17.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
53. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.):	LF	\$16.00
54. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (A) UTILIZING CONTINUOUS SAMPLER (UNIT: ASTM D1587)	LF	\$33.00
55. GEOTECH SERVICE: SOIL BORING WITHOUT TCP (> 60 FT.): (B) SHELBY PUSH TUBES EXTRUDED IN FIELD (UNIT: ASTM D1587)	LF	\$23.00
56. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITHOUT TCP (< 60 FT.)	LF	\$31.50
57. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (< 60 FT.) (UNIT: Tex-132-E)	LF	\$33.00
58. GEOTECH SERVICE: SOIL BORING/ROCK CORING WITH TCP (> 60 FT.) (UNIT: Tex-132-E)	LF	\$38.50
CORE (UNIT: ASTM D3967)	EACH	\$162.50
60. GEOTECH SERVICE: STAND BY OF CREW	HOUR	\$250.00
61. GEOTECH SERVICE: STANDARD PENETRATION TEST (SPT) (UNIT: ASTM D1586)	EACH	\$11.50
62. GEOTECH SERVICE: STANDARD PROCTOR TEST (UNIT: D698)	EACH	\$216.25
63. GEOTECH SERVICE: STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER (UNIT: ASTM D4221)	EACH	\$305.13
64. GEOTECH SERVICE: STANDARD TEST METHOD FOR PERMEABILITY OF GRANULAR SOILS (CONSTANT HEAD) (UNIT: ASTM D2434)	EACH	\$462.50
65. GEOTECH SERVICE: STANDARD TEST METHODS FOR DETERMINING DISPERSIVE CHARACTERISTICS OF CLAYEY SOILS BY THE CRUMB TEST (UNIT: ASTM D6572)	EACH	\$60.00
66. GEOTECH SERVICE: STANDARD TEST METHODS FOR IDENTIFICATION AND CLASSIFICATION OF DISPERSIVE CLAY SOILS BY THE PINHOLE TEST (UNIT: ASTM D4647)	EACH	\$272.50
67. GEOTECH SERVICE: SUCTION TEST (FILTER METHOD) (UNIT: ASTM D5298)	EACH	\$137.50
68. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (ROCK) (UNIT: ASTM D2938)	EACH	\$72.50
69. GEOTECH SERVICE: UNCONFINED COMPRESSIVE STRENGTH (SOIL) (UNIT: ASTM D2166)	EACH	\$54.00
70. GEOTECH SERVICE: VERTICAL INCLINOMETER	EACH	\$300.00
71. GEOTECH SERVICE: VERTICAL INCLINOMETER INSTALLATION	EACH	\$750.00
72. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER	EACH	\$875.00
73. GEOTECH SERVICE: VIBRATING WIRE PIEZOMETER INSTALLATION	EACH	\$1,000.00
74. GEOTECH SERVICE: VOLUMETRIC SHRINKAGE (UNIT: ASTM D427)	EACH	\$112.63
75. GEOTECH SERVICE: WATER STAND PIPES (UNIT: ASTM D4043)	LF	\$35.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
76. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS LESS THAN 100 MILES FROM RKI OFFICE TO SITE)	EACH	\$362.50
77. GEOTECH SERVICE: MOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM RKI OFFICE TO SITE)	MILE	\$4.63
78. GEOTECH SERVICE: BACKFILL BORINGS	LF	\$4.88
79. GEOTECH SERVICE: RESILIENT MODULUS TYPE 2 (5 OF FINE GRAINED AND/OR COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$375.00
80. GEOTECH SERVICE: RESILIENT MODULUS TYPE 1 (3 OF COARSE GRAINED AND/OR NON-COHESIVE SOILS) (UNIT: AASHTO T307)	SET OF 2	\$400.00
81. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: Tex-110-E)	EACH	\$65.75
82. GEOTECH SERVICE: DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART II) - HYDROMETER ANALYSIS (UNIT: Tex-110-E)	EACH	\$275.00
961-48 MATERIALS TESTING LAB SERVICE		
83. MATERIALS TESTING LAB SERVICE: ABRASION OF COARSE AGGREGATE USING THE LOS ANGELES MACHINE (TEST CODE: TEX- 410-A)	EACH	\$387.50
84. MATERIALS TESTING LAB SERVICE: ABSORPTION AND DRY BULK SPECIFIC GRAVITY OF LIGHTWEIGHT COARSE AGGREGATE (TEST CODE: TEX-433-A)	EACH	\$77.50
85. MATERIALS TESTING LAB SERVICE: ACCELERATED POLISH TEST FOR COARSE AGGREGATE (TEST CODE: TEX-438-A)	EACH	\$700.00
86. MATERIALS TESTING LAB SERVICE: ACID INSOLUBLE RESIDUE FOR FINE AGGREGATE (TEST CODE: TEX-612-J)	EACH	\$237.50
87. MATERIALS TESTING LAB SERVICE: ADMIXING LIME TO REDUCE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-112-E)	EACH	\$175.00
88. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416- A)	EACH	\$30.00
89. MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE VOLUMETRIC METHOD (TEST CODE: TEX- 414-A)	EACH	\$35.00
90. MATERIALS TESTING LAB SERVICE: APPARENT SPECIFIC GRAVITY OF MATERIAL FINER THAN NO. 50 SIEVE (TEST CODE: TEX-202-F)	EACH	\$84.25
91. MATERIALS TESTING LAB SERVICE: ASPHALT BINDER WATER IN PETROLEUM (TEST CODE: TEX-501-C AASHTO T 55)	EACH	\$225.00
92. MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)	EACH	\$227.50
93. MATERIALS TESTING LAB SERVICE: BOREHOLE GROUTING - BENTONITE CHIPS	LF	\$8.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
94. MATERIALS TESTING LAB SERVICE: BULK SPECIFIC GRAVITY AND WATER ABSORPTION OF AGGREGATE (TEST CODE: TEX-201-F)	EACH	\$84.80
95. MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)	EACH	\$66.50
96. MATERIALS TESTING LAB SERVICE: CALCULATING VISCOSITY FROM PENETRATION (TEST CODE: TEX-535-C)	EACH	\$200.00
97. MATERIALS TESTING LAB SERVICE: CANTABRO LOSS (TEST CODE: TEX-245-F)	EACH	\$200.00
98. MATERIALS TESTING LAB SERVICE: CAPPING CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-450-A)	EACH	\$52.50
99. MATERIALS TESTING LAB SERVICE: CASING / HOLLOW STEM AUGER SURCHARGE	LF	\$30.00
100. MATERIALS TESTING LAB SERVICE: COMBINED HMAC COLD-BELT SAMPLING AND TESTING PROCEDURE (TEST CODE: TEX-229-F)	EACH	\$100.00
101. MATERIALS TESTING LAB SERVICE: COMPACTING SPECIMENS USING THE TEXAS GYRATORY COMPACTOR (TGC) (TEST CODE: TEX- 206-F)	SET OF 3	\$142.50
102. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CEMENT MORTARS (TEST CODE: ASTM C109)	SET OF 3	\$38.00
103. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CONCRETE USING PORTIONS OF BEAMS BROKEN IN FLEXURE (TEST CODE: TEX-419-A)	EACH	\$35.50
104. MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)	EACH	\$15.00
105. MATERIALS TESTING LAB SERVICE: CONDUCTIVITY TEST FOR FIELD DETECTION OF SULFATES IN SOIL (TEST CODE: TEX-146-E)	EACH	\$87.50
106. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- MULTIPLE CHANGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,183.75
107. MATERIALS TESTING LAB SERVICE: CONSOLIDATED UNDRAINED (CU) TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS- SINGLE STAGE (TEST CODE: TEX-131-E)	SET OF 3	\$1,343.75
108. MATERIALS TESTING LAB SERVICE: CUTBACK ASPHALTS -SPECIFIC GRAVITY, API GRAVITY, OR DENSITY OF CUTBACK ASPHALTS BY HYDROMETER METHOD; EMULSIFIED ASPHALTS - WEIGHT PER GALLON OF EMULSIFIED ASPHALT (TEST CODE: TEX-514-C ASTM D3142 ASTM D244)	EACH	\$675.00
109. MATERIALS TESTING LAB SERVICE: DEGRADATION OF COARSE AGGREGATE BY MICRO-DEVEL ABRASION (TEST CODE: TEX-461-A)	EACH	\$302.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
110. MATERIALS TESTING LAB SERVICE: DESIGN OF BITUMINOUS MIXTURES (TEST CODE: TEX-204-F)	EACH	\$2,750.00
111. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT FROM ASPHALT PAVING MIXTURES BY THE IGNITION METHOD (TEST CODE: TEX-236-F)	EACH	\$207.50
112. MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)	EACH	\$175.00
113. MATERIALS TESTING LAB SERVICE: DETERMINING CHLORIDE AND SULFATE CONTENTS IN SOILS (TEST CODE: TEX-620-J)	EACH	\$112.00
114. MATERIALS TESTING LAB SERVICE: DETERMINING CRUSHED FACE PARTICLE COUNT (TEST CODE: TEX-460-A)	EACH	\$85.00
115. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL AND DECANTATION TEST FOR COARSE AGGREGATES (TEST CODE: TEX-217-F)	EACH	\$97.50
116. MATERIALS TESTING LAB SERVICE: DETERMINING DELETERIOUS MATERIAL IN MINERAL AGGREGATE (TEST CODE: TEX-413-A)	EACH	\$90.00
117. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (TEST CODE: TEX-207-F (PART I))	EACH	\$52.50
118. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS MIXTURES (VACUUM METHOD) (TEST CODE: TEX-207-F (PART VI))	EACH	\$70.00
119. MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF PERMEABLE FRICTION COURSE (PFC) MIXTURES (TEST CODE: TEX-207- F (PART VIII))	EACH	\$70.00
120. MATERIALS TESTING LAB SERVICE: DETERMINING DRAINDOWN CHARACTERISTICS IN BITUMINOUS MIXTURES (TEST CODE: TEX-235-F)	EACH	\$100.00
121. MATERIALS TESTING LAB SERVICE: DETERMINING FLAKINESS INDEX (TEST CODE: TEX-224-F)	EACH	\$85.00
122. MATERIALS TESTING LAB SERVICE: DETERMINING FLAT AND ELONGATED PARTICLES (TEST CODE: TEX-280-F)	EACH	\$85.00
123. MATERIALS TESTING LAB SERVICE: DETERMINING HYDROCARBON-VOLATILE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-213-F)	EACH	\$139.00
124. MATERIALS TESTING LAB SERVICE: DETERMINING IN-PLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III))	EACH	\$36.50
125. MATERIALS TESTING LAB SERVICE: DETERMINING LIQUID LIMITS OF SOILS (TEST CODE: TEX-104-E)	EACH	\$66.50
126. MATERIALS TESTING LAB SERVICE: DETERMINING LONGITUDINAL JOINT DENSITY USING A DENSITY TESTING GAUGE (TEST CODE: TEX-207-F (PART VII))	EACH	\$100.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
127. MATERIALS TESTING LAB SERVICE: DETERMINING MAT SEGREGATION USING A DENSITY-TESTING GAUGE (TEST CODE: TEX- 207-F (PART V))	EACH	\$50.00
128. MATERIALS TESTING LAB SERVICE: DETERMINING MODULUS OF SUB-GRADE REACTION (K VALUE) (TEST CODE: TEX-125-E)	EACH	\$475.00
129. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT IN SOIL MATERIALS (TEST CODE: TEX-103-E)	EACH	\$13.00
130. MATERIALS TESTING LAB SERVICE: DETERMINING MOISTURE CONTENT OF BITUMINOUS MIXTURES (TEST CODE: TEX-212-F)	EACH	\$35.00
131. MATERIALS TESTING LAB SERVICE: DETERMINING PAVEMENT THICKNESS BY DIRECT MEASUREMENT (TEST CODE: TEX-423-A)	EACH	\$71.50
132. MATERIALS TESTING LAB SERVICE: DETERMINING PERCENT VOIDS AND SOLIDS IN CONCRETE (TEST CODE: TEX-405-A)	EACH	\$82.50
133. MATERIALS TESTING LAB SERVICE: DETERMINING PLASTIC SOIL LIMITS	EACH	\$69.00
134. MATERIALS TESTING LAB SERVICE: DETERMINING POTENTIAL VERTICAL RISE (TEST CODE: TEX-124-E)	EACH	\$82.50
135. MATERIALS TESTING LAB SERVICE: DETERMINING RHEOLOGICAL PROPERTIES OF ASPHALT BINDER USING A DYNAMIC SHEAR RHEOMETER (TEST CODE: AASHTO T315)	EACH	\$1,125.00
136. MATERIALS TESTING LAB SERVICE: DETERMINING SLAKING TIME (TEST CODE: TEX-102-E)	EACH	\$125.00
137. MATERIALS TESTING LAB SERVICE: DETERMINING SOIL PH (TEST CODE: TEX-128-E)	EACH	\$55.00
138. MATERIALS TESTING LAB SERVICE: DETERMINING SULFATE CONTENT IN SOILS - COLORIMETRIC METHOD (TEST CODE: TEX-145-E)	EACH	\$94.38
139. MATERIALS TESTING LAB SERVICE: DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE (TEST CODE: TEX-111-E)	EACH	\$61.50
140. MATERIALS TESTING LAB SERVICE: DETERMINING THE BAR LINEAR SHRINKAGE OF SOILS (TEST CODE: TEX-107-E)	EACH	\$67.15
141. MATERIALS TESTING LAB SERVICE: DETERMINING THE DRAINAGE FACTOR OF SOIL MATERIALS (TEST CODE: TEX-123-E)	EACH	\$349.50
142. MATERIALS TESTING LAB SERVICE: DETERMINING THE SPECIFIC GRAVITY OF SOILS (TEST CODE: TEX-108-E)	EACH	\$79.60
143. MATERIALS TESTING LAB SERVICE: DETERMINING UNIT MASS (WEIGHT) OF AGGREGATES (TEST CODE: TEX-404-A)	EACH	\$66.25
144. MATERIALS TESTING LAB SERVICE: DISTILLATION OF CUTBACK ASPHALT PRODUCTS (TEST CODE: TEX-515-C AASHTO T78)	EACH	\$425.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
145. MATERIALS TESTING LAB SERVICE: DUCTILITY OF ASPHALT MATERIALS (TEST CODE: TEX-503-C AASHTO T51)	EACH	\$450.00
146. MATERIALS TESTING LAB SERVICE: EFFECT OF HEAT AND AIR ON ASPHALT MATERIALS (THIN-FILM OVEN TEST) (TEST CODE: TEX-510-C AASHTO T179)	EACH	\$475.00
147. MATERIALS TESTING LAB SERVICE: EFFECT OF WATER ON BITUMINOUS PAVING MIXTURES (TEST CODE: TEX-530-C)	EACH	\$140.00
148. MATERIALS TESTING LAB SERVICE: ELASTIC RECOVERY OF TENSILE DEFORMATION USING A DUCTILOMETER (TEST CODE: TEX- 539-C)	EACH	\$625.00
149. MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE MATERIALS (TEST CODE: TEX-115-E)	EACH	\$27.50
150. MATERIALS TESTING LAB SERVICE: FINENESS MODULUS OF FINE AGGREGATE (TEST CODE: TEX-402-A)	EACH	\$77.50
151. MATERIALS TESTING LAB SERVICE: FLASH POINT WITH TAG OPEN-CUP APPARATUS FOR USE WITH MATERIAL HAVING A FLASH POINT LESS THAN 93°C (200°F) (TEST CODE: TEX-512-C AASHTO T79)	EACH	\$475.00
152. MATERIALS TESTING LAB SERVICE: FLEXURAL STRENGTH OF CONCRETE USING SIMPLE BEAM THIRD-POINT LOADING (TEST CODE: TEX-448-A)	EACH	\$36.00
153. MATERIALS TESTING LAB SERVICE: FLOAT TEST FOR BITUMINOUS MATERIALS (TEST CODE: TEX-519-C AASHTO T50)	EACH	\$475.00
154. MATERIALS TESTING LAB SERVICE: FREE MOISTURE AND WATER ABSORPTION IN AGGREGATE FOR CONCRETE (TEST CODE: TEX 409-A)	EACH	\$85.00
155. MATERIALS TESTING LAB SERVICE: FREEZING AND THAWING TESTS OF COMPACTED SOIL-CEMENT MIXTURE (TEST CODE: TEX-135- E)	EACH	\$600.00
156. MATERIALS TESTING LAB SERVICE: HAMBURG WHEEL-TRACKING TEST (TEST CODE: TEX-242-F)	EACH	\$880.00
157. MATERIALS TESTING LAB SERVICE: INDIRECT TENSILE STRENGTH TEST (TEST CODE: TEX-226-F)	SET OF 3	\$600.00
158. MATERIALS TESTING LAB SERVICE: KINEMATIC VISCOSITY OF ASPHALTS (BITUMENS) (TEST CODE: TEX-529-C AASHTO T201)	EACH	\$425.00
159. MATERIALS TESTING LAB SERVICE: LABORATORY CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES (TEST CODE: TEX-142-E)	EACH	\$80.00
160. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)	EACH	\$252.50



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
161. MATERIALS TESTING LAB SERVICE: LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E)	EACH	\$217.50
162. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 1 (TEST CODE: TEX-127-E)	EACH	\$325.00
163. MATERIALS TESTING LAB SERVICE: LIME FLY-ASH COMPRESSIVE STRENGTH TEST METHODS- PART 2 (TEST CODE: TEX-127-E)	EACH	\$325.00
164. MATERIALS TESTING LAB SERVICE: MAKING AND CURING CONCRETE TEST SPECIMENS (TEST CODE: TEX-447-A)	EACH	\$33.00
165. MATERIALS TESTING LAB SERVICE: MANUAL PROCEDURE FOR DESCRIPTION AND IDENTIFICATION OF SOILS (TEST CODE: TEX-141-E)	EACH	\$70.00
166. MATERIALS TESTING LAB SERVICE: MATERIAL FINER THAN 75 MICROMETER (NO. 200) SIEVE IN MINERAL AGGREGATES (DECANTATION TEST FOR CONCRETE AGGREGATES) (TEST CODE: TEX- 406-A)	EACH	\$74.00
167. MATERIALS TESTING LAB SERVICE: MEASURING TEMPERATURE OF FRESHLY MIXED PORTLAND CEMENT CONCRETE (TEST CODE: TEX- 422-A)	HOURL	\$22.50
168. MATERIALS TESTING LAB SERVICE: MEASURING TEXTURE DEPTH BY THE SAND PATCH METHOD (TEST CODE: TEX-436-A)	EACH	\$110.00
169. MATERIALS TESTING LAB SERVICE: MEASURING THE RESISTIVITY OF SOIL MATERIALS (TEST CODE: TEX-129-E)	EACH	\$100.00
170. MATERIALS TESTING LAB SERVICE: MEASURING THICKNESS OF PAVEMENT LAYER (TEST CODE: TEX-140-E)	EACH	\$65.00
171. MATERIALS TESTING LAB SERVICE: MOLDING, TESTING, AND EVALUATING BITUMINOUS BLACK BASE MATERIALS (TEST CODE: TEX- 126-E)	EACH	\$300.00
172. MATERIALS TESTING LAB SERVICE: OBTAINING AND TESTING DRILLED CORES OF CONCRETE (TEST CODE: TEX-424-A)	EACH	\$274.50
173. MATERIALS TESTING LAB SERVICE: OPERATING INERTIAL PROFILERS AND EVALUATING PAVEMENT PROFILES (TEST CODE: TEX- 1001-S)	HOURL	\$1,345.00
174. MATERIALS TESTING LAB SERVICE: ORGANIC IMPURITIES IN FINE AGGREGATE FOR CONCRETE (TEST CODE: TEX-408-A)	EACH	\$50.00
175. MATERIALS TESTING LAB SERVICE: OVERLAY TEST (TEST CODE: TEX-248-F)	SET OF 3	\$925.00
176. MATERIALS TESTING LAB SERVICE: PARTICLE SIZE ANALYSIS OF SOILS (TEST CODE: TEX-110-E)	EACH	\$78.80
177. MATERIALS TESTING LAB SERVICE: PENETRATION OF BITUMINOUS MATERIALS (TEST CODE: TEX-502-C AASHTO T49)	EACH	\$475.00
178. MATERIALS TESTING LAB SERVICE: PERMEABILITY OR WATER FLOW OF HOT MIX ASPHALT (TEST CODE: TEX-246-F)	EACH	\$85.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
179. MATERIALS TESTING LAB SERVICE: PREPARING SOIL AND FLEXIBLE BASE MATERIALS FOR TESTING (TEST CODE: TEX-101-E)	EACH	\$62.50
180. MATERIALS TESTING LAB SERVICE: RECOVERY OF ASPHALT FROM BITUMINOUS MIXTURES BY THE ABSON PROCESS (TEST CODE: TEX-211-F)	EACH	\$500.00
181. MATERIALS TESTING LAB SERVICE: ROLLING THIN FILM OVEN TEST FOR ASPHALT BINDERS (TEST CODE: TEX-541-C AASHTO T240)	EACH	\$475.00
182. MATERIALS TESTING LAB SERVICE: SAMPLING AGGREGATE FOR BITUMINOUS MIXTURES, SURFACE TREATMENTS AND LIMESTONE ROCK ASPHALT (TEST CODE: TEX-221-F)	EACH	\$120.00
183. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MATERIALS, PRE-MOLDED JOINT FILLERS, AND JOINT SEALERS (TEST CODE: TEX-500-C)	EACH	\$200.00
184. MATERIALS TESTING LAB SERVICE: SAMPLING BITUMINOUS MIXTURES (TEST CODE: TEX-222-F)	EACH	\$87.50
185. MATERIALS TESTING LAB SERVICE: SAMPLING FLEXIBLE BASE, STONE, GRAVEL, SAND, AND MINERAL AGGREGATES (TEST CODE: TEX- 400-A)	HOUR	\$48.50
186. MATERIALS TESTING LAB SERVICE: SAMPLING OF FRESHLY MIXED CONCRETE (TEST CODE: TEX-407-A)	EACH	\$52.00
187. MATERIALS TESTING LAB SERVICE: SAND EQUIVALENT (TEST CODE: TEX-203-F)	EACH	\$77.50
188. MATERIALS TESTING LAB SERVICE: SATURATED SURFACE-DRY SPECIFIC GRAVITY AND ABSORPTION OF AGGREGATES (TEST CODE: TEX-403-A)	EACH	\$99.50
189. MATERIALS TESTING LAB SERVICE: SAYBOLT VISCOSITY (TEST CODE: TEX-513-C AASHTO T72)	EACH	\$475.00
190. MATERIALS TESTING LAB SERVICE: SIEVE ANALYSIS OF FINE AND COARSE AGGREGATE (TEST CODE: TEX-200-F OR TEX-401-A)	EACH	\$90.00
191. MATERIALS TESTING LAB SERVICE: SLUMP OF HYDRAULIC CEMENT CONCRETE (TEST CODE: TEX-415-A)	EACH	\$35.00
192. MATERIALS TESTING LAB SERVICE: SLURRY TESTING (TEST CODE: TEX-130-E)	EACH	\$50.00
193. MATERIALS TESTING LAB SERVICE: SOFTENING POINT OF BITUMEN (RING AND BALL APPARATUS) (TEST CODE: TEX-505-C AASHTO T53)	EACH	\$475.00
194. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 1 (TEST CODE: TEX-120-E)	EACH	\$350.00
195. MATERIALS TESTING LAB SERVICE: SOIL-CEMENT TESTING-PART 2 (TEST CODE: TEX-120-E)	EACH	\$350.00



Pharr



EXHIBIT "B" - FEE SCHEDULE

PROJECT #1718-01-528-S016-187 RFI - CONSTRUCTION MATERIAL TESTING (CMT) & GEOTECH SERVICES

Description	UOM	Mean Average
196. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 1 (TEST CODE: TEX-121-E)	EACH	\$280.00
197. MATERIALS TESTING LAB SERVICE: SOIL-LIME TESTING-PART 2 (TEST CODE: TEX-121-E)	EACH	\$280.00
198. MATERIALS TESTING LAB SERVICE: SOLUBILITY OF BITUMINOUS MATERIALS (TEST CODE: TEX-507-C AASHTO T44)	EACH	\$425.00
199. MATERIALS TESTING LAB SERVICE: SOUNDNESS OF AGGREGATE USING SODIUM SULFATE OR MAGNESIUM SULFATE (TEST CODE: TEX- 411-A)	EACH	\$450.00
200. MATERIALS TESTING LAB SERVICE: SPECIFIC GRAVITY (TEST CODE: TEX-508-C AASHTO T228)	EACH	\$75.00
201. MATERIALS TESTING LAB SERVICE: SPOT TEST OF ASPHALTIC MATERIALS (TEST CODE: TEX-509-C AASHTO T102)	EACH	\$287.50
202. MATERIALS TESTING LAB SERVICE: SULPHATE TEST	EACH	\$112.50
203. MATERIALS TESTING LAB SERVICE: SUPERPAVE GYRATORY COMPACTING OF TEST SPECIMENS OF BITUMINOUS MIXTURES (TEST CODE: TEX-241-F)	SET OF 2	\$450.00
204. MATERIALS TESTING LAB SERVICE: SURVEYING AND SAMPLING SOILS FOR HIGHWAYS (TEST CODE: TEX-100-E)	HOUR	\$107.50
205. MATERIALS TESTING LAB SERVICE: TEST FLOW OF GROUT MIXTURES (FLOW CONE METHOD) (TEST CODE: TEX-437-A)	EACH	\$62.50
206. MATERIALS TESTING LAB SERVICE: TEST OF STABILOMETER VALUE OF BITUMINOUS MIXTURES (TEST CODE: TEX-208-F)	SET OF 3	\$200.00
207. MATERIALS TESTING LAB SERVICE: TEXAS CONE PENETRATION (TEST CODE: TEX-132-E)	EACH	\$24.00
208. MATERIALS TESTING LAB SERVICE: THEORETICAL MAXIMUM SPECIFIC GRAVITY OF BITUMINOUS MIXTURES (TEST CODE: TEX-227- F)	EACH	\$92.50
209. MATERIALS TESTING LAB SERVICE: THERMAL PROFILE (TEST CODE: TEX-244-F)	EACH	\$190.00
210. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR DISTURBED SOILS AND BASE MATERIALS (TEST CODE: TEX- 117-E)	EACH	\$1,825.00
211. MATERIALS TESTING LAB SERVICE: TRIAXIAL COMPRESSION TEST FOR UNDISTURBED SOILS (TEST CODE: TEX-118-E)	EACH	\$332.50
212. MATERIALS TESTING LAB SERVICE: UNIFORMITY OF CONCRETE (TEST CODE: TEX-472-A)	EACH	\$550.00
213. MATERIALS TESTING LAB SERVICE: UNIT WEIGHT, YIELD, AND AIR CONTENT (GRAVIMETRIC) OF CONCRETE (TEST CODE: TEX-417-A)	EACH	\$40.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.I.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any authorizing City Manager to enter into a service agreement with Airgas USA, LLC out of McAllen, TX, to supply oxygen to Pharr EMS through Texas SmartBuy Contract No. 430-M2

Classification: Regular

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

Issue: Pharr EMS is looking to sign an agreement with Airgas for Oxygen. The agreement will assure that we receive oxygen for EMS.

Fiscal Consideration: This agreement will ensure the prices stay the same and that we receive oxygen.

Staff Recommendation: Staff recommends approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: no texcluded

ROUTING:

Daniel Ramirez

Daniel Ramirez

Ignacio Amezcua

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 8/13/2021

Approved - 8/13/2021

Approved - 8/13/2021

New - 1/1/1900

Airgas USA, LLC, with offices at Grogans Mill Rd Suite 200, The Woodlands, TX 77380 ("Seller") and **City of Pharr**, with offices at 118 S Cage Blvd, Pharr, TX. 78577 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total present and future requirements of industrial, specialty, and medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement.
2. **Term.** This Agreement shall be effective as of **August 16, 2021** ("Effective Date"). The initial term of this Agreement shall be **3** years and shall commence upon the Effective Date. Thereafter, this Agreement shall automatically renew for successive one year terms unless terminated at the end of the then-current term upon not less than twelve months' written notice by either party. Seller shall have the right to terminate this Agreement and recover the possession of the Cylinders, if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any amounts owed when and as due.
3. **Payment Terms.** The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Cylinders provided by Seller and terminate, in whole or in part, this Agreement.
4. **Charges.** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 9 and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.
5. **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto, which rate(s) may be adjusted from time to time. If not listed on a rider, rental fees will be priced at market rate. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the rental fees set forth herein. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.
6. **Taxes.** Buyer shall be responsible for all applicable taxes related to or arising from this Agreement.
7. **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com. Buyer understands that the Products must not be used without first consulting the SDS.
8. **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.
9. **Price Change.** If Seller increases the price for a Product sold under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, the Buyer furnishes Seller with a copy of a bona fide firm, written offer to sell such Product under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price or revert to the Buyer's price in effect before the price increase. If Seller agrees to meet a lower pricing offer or reverts to the price in effect at time of increase, this Agreement shall renew for a period equal to the length of the initial term. If Seller does not exercise its option to adjust the price, Buyer may terminate this Agreement by giving Seller thirty (30) days' prior written notice of such termination.
10. **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**
11. **Remedy; Limitation of Liability.** **SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.**
12. **Indemnification.** To the extent allowed by law, Buyer shall indemnify, defend and hold Seller harmless against all claims, suits, actions, liabilities, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any personal injury (including death) or property damage arising out of Buyer's use of Seller's Products, except to the extent that such personal injury or property damage is due to the sole negligence of Seller.
13. **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees as allowed by law.
14. **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.
15. **Governing Law, Dispute Resolution; Class Action and Trial by Jury.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. The parties further agree to venue and jurisdiction for any and all claims arising out of this agreement in the State and District Courts of Texas.
16. **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 hereof must be given by overnight courier providing proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Seller against all damages Seller may suffer if Buyer's representation is not correct. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year accepted by Seller below.**

CITY OF PHARR (BUYER)

Signature: _____

Printed Name and Title: _____ /Authorized Representative

Date: _____

AIRGAS USA, LLC (SELLER)

Accepted By: _____

Printed Name and Title: _____

Date: _____

CYL PSA APRIL 2021 CONFIDENTIAL



**Rider to Cylinder Product Sale Agreement between City of Pharr and Airgas USA, LLC,
with an Effective Date of August 16, 2021**

Buyer's Locations: 118 S Cage Blvd. Pharr TX 78577

Product	Description	Price/Cylinder	Cylinder Size	Daily Rental Fee
OX USPDA	OXYGEN USP DA MED CGA 870	\$11.18	D	\$0.45/day
OX USPDAWB	OXYGEN USP DA MED CGA WOB	\$11.75	D	\$0.45/day
OX USPDAC	OXYGEN USP DA MED CGA 870 C/O	\$11.18	D	
OX USP125	OXYGEN USP 125 CGA 540	\$22.95	125	\$0.45/day
OX USP125C	OXYGEN USP 125 C/O	\$22.95	125	
OX USPDAWBSPLUS	OXYGEN USP DA WOB+ DISS W/SWIVEL	\$11.75	D	\$0.45/day

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is \$_10.00_ per Delivery

Hazmat Charge (Cylinder Rental) is \$_10.00_ per [_____]

Delivery Charge is \$_35.00_ per Delivery

Fuel Charge is Variable

AGREED TO AND ACCEPTED BY:

_____ (BUYER)

AIRGAS USA, LLC (SELLER)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____ Region

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.J.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on contract with Deep in the Heart Art Foundry for additional work on Goddess of Nike Statue project.

Classification: Regular

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

Issue: This proposal is adding four (4) additional distinct plaques to the Goddess of Nike Statue.

Fiscal Consideration: Total additional work cost is \$66,200.

Staff Recommendation: Approval of additional work on project.

Alternatives: None

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Cynthia Garza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 8/13/2021
Approved - 8/13/2021
Approved - 8/13/2021
New - 1/1/1900



Deep in the Heart Art Foundry
 405 Jackson Street (512)321-7868 Phone
 Bastrop, Texas 78602 (512)321-9125 Fax

www.DeepInTheHeart.net

Proposal

Prepared for: City of Pharr, Texas

Date: 8/13/2021

Proposal is valid for 60 days unless otherwise noted.

Overview: <i>Heart of Texas Art Group, Inc., d/b/a Deep in the Heart Art Foundry ("Foundry"), is being contracted by Ed Wylie with the City of Pharr, Texas ("Client") to create 4 Neoclassical relief plaque replicas ("Work")</i> <i>The project will break down in the following manner:</i>	
Model: Foundry in-house artist will sculpt a model of the work for approval by the Client.	Included
Enlargement and Print: Upon approval from the Client of the Model, Foundry shall digitally enlarge plaques to 3' 6" wide by 3'4" tall. Once file is prepped, a wax-infused voxel jet castable print will be produced from digital model. From the voxel jet print, Foundry shall then proceed to casting and finishing of The Work	Included
Casting and Metal Assembly: The Work, will be cast in 873-silicon bronze using the lost wax casting method. Upon completion of the metal work, the Work must be inspected and approved by Client.	\$64,000.00
Patina: Patina for the Work will be TBD	Included
Delivery and Installation: Delivery and installation services are included in this agreement. These pieces will be installed at the same time as the Nike angel.	\$2,200.00
Total Project Cost* <i>*Sales tax will be added if applicable</i> <i>*The price quoted above assumes a bronze cost of less than \$4.29 per pound. If the price of bronze exceeds this amount at the time of casting, a bronze surcharge will be assessed. The surcharge amount will be determined by multiplying the finished weight of the casting by the amount per pound that bronze cost exceeds \$4.29.</i>	\$66,200.00
Payment Schedule: Foundry shall invoice Client in accordance with the following schedule:	
Due at Signing of Contract (non-refundable)	\$32,000.00
Due upon completion Print	\$16,000
(plus sales tax, if applicable) Due upon completion of the Work	\$16,000
Due at time of Install	\$2,200
Payment shall be remitted by Client upon receipt of invoice from Foundry.	

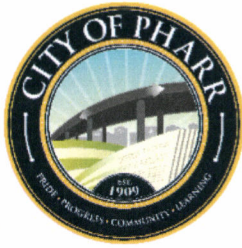
Terms of Agreement:

- Foundry shall endeavor to notify Client two (2) weeks in advance of all inspection periods as set forth above. Client must inspect and approve the Work within five (5) business days of completion of each respective milestone as set forth above. Any and all correction orders must be submitted to Foundry within 24 hours of inspection.

2. Foundry shall endeavor to complete the Work 6 months from contract execution date. Foundry shall not be held liable for any delay or failure to complete, deliver or install the Work within the specific time requirements set forth in this Agreement.
3. Foundry shall not be held liable for any delay in the performance of, or failure to perform under, this Agreement for any cause not reasonably within the control of Foundry (including without limitations, acts of God, fire, accidents to, or breakdowns or mechanical failures of, machinery or equipment, however caused, failure of delivery of materials from normal sources, strikes, lockouts, or other labor troubles). In the event of Foundry's inability to complete the Work under the Agreement by reason of such cause, Foundry may cancel and terminate this Agreement, in whole or in part, or delay performance hereunder, for such reasonable period as may be necessary to permit Foundry to complete its performance under the Agreement.
4. In the event that Foundry must terminate this Agreement under Paragraph 3, all work-in-progress for the Work will be released to Client in whatever state it is in at the time of termination. If the money paid exceeds the value of materials and labor of the Work released, the balance shall be reimbursed to Client. If the value of materials and labor of the Work exceed the payments received, payment in full for the value of the Work in its state at the time of termination will be due and must be paid before the Work will be released to the Client.
5. Foundry shall not be liable to Client for incidental, indirect, special, consequential, punitive or exemplary damages arising out of or related to any action taken by Foundry pursuant to this Agreement, and in no event shall any damages, costs or fees against the Foundry exceed the amounts actually paid by Client under this Agreement.
6. Risk of loss to the Work shall remain with the Foundry until the Work is completed. The Foundry will also carry the risk of loss during delivery if the Work is delivered by the Foundry and during installation if the Work is installed by the Foundry. Except as provided herein and unless otherwise agreed to by the parties, the risk of loss belongs to the Client after completion, including any period of storage of the Work by the Foundry.
7. Foundry warrants that the Work will be of good quality and free from defects in workmanship, will conform to the requirements of the Agreement and that the materials used in the Work will be of good quality and free from defects for a period of one year from the completion of the Work. Any warranty claim must be made within fifteen (15) days after the end of the warranty period, and any suit based on breach of warranty must be brought within two (2) years and one day from the date of any breach of such warranty. This warranty is the sole warranty provided. There are no other express or implied warranties.
8. This Agreement is governed and construed in accordance with the laws of the State of Texas. This Agreement is executed and performable in Hidalgo County, Texas. The exclusive venue for any cause of action arising out of this Agreement shall lie in Hidalgo County, Texas, or in the United States District Court for the Southern District of Texas, McAllen Division.
9. This Agreement contains the entire agreement between the parties. There are no prior or contemporaneous written or oral agreements or representations not contained herein.

Agreeing to the terms and conditions outlined above, the below parties execute this Agreement as of the _____ day of _____, 20_____.

CLIENT: _____ By: _____ Title: _____	FOUNDRY: By: _____ Rebecca Bishop, Sales Manager
--	---



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: August 13, 2021

MEETING DATE: August 16, 2021

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consultation with legal, and action, if any regarding *United States of America v. Acres of Land, More or Less,, Situated in Hidalgo County, Texas; Hidalgo County Irrigation District No.2, City of Parr, Et Al.,*

Classification: Closed Session

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

Issue: Condemnation Proceedings

Fiscal Consideration: None

Staff Recommendation: As Discussed in executive

Alternatives: N/a

Exclude Material from Public Packet? No

Reason: Legal

ROUTING:

Patricia Rigney

Created/Initiated - 8/13/2021

Patricia Rigney

Final Approval - 8/13/2021