

**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, JANUARY 10, 2022**

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. PROCLAMATIONS:

A) Proclamation proclaiming January 2022 as Human Trafficking Awareness and Prevention Month. (POLICE)

3. 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.

4. 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.

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

A) City Engineer's Report (ENGINEERING)

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

A) Approval of Minutes for December 20, 2021 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2021-57 relating to the number of authorized civil service positions within the Fire and Police Departments. **(3rd and Final Reading)**

C) Consideration and action, if any, on request from Hidalgo County Elections Department to use Jose Pepe Salinas Community Center and Development and Research Center as a polling locations for all upcoming 2022 elections. (ADMINISTRATION)

D) Consideration and action, if any, on Carnival and Fun Fair to be held from February 3, 2022 to February 20, 2022 at 2301 N. Cage and waive application fees. (ADMINISTRATION)

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

1. Victor Arnold Meza has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O). The property is legally described as being .0006 acres, more or less, out of Lot 229, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 300 West Hall Acres Suite G. **CUP#211173** (DEVELOPMENT SERVICES)

F) PLATS:

1. Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 W. Eisenhower Street. **SUB#211142** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing Pharr Police Department to apply for a Body-Worn Camera Grant Program through the Office of the Governor, Public Safety Office Criminal Justice Division. (POLICE)

B) Consideration and action, if any, on Resolution between the City of Pharr and the Pharr Economic Development Corporation approving an interlocal agreement authorizing the fiber optic system project. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of a mobile office unit for Animal Control Division from A-1 Homes Donna out of Donna, Texas in the amount of \$67,199. (PUBLIC WORKS)

B) Consideration and action, if any, on the purchase of a Backhoe Loader from Doggett Heavy Machinery, out of San Juan, Texas, through BuyBoard Contract # 597-19 in the amount not to exceed \$125,403.67. (PUBLIC UTILITIES)

C) Consideration and action, if any, on the purchase of Wastewater Pumps, Bypass Diesel Pumps and Odor Control Pump System for Lift Stations from Precision Pump Systems, out of Edinburg, Texas, through BuyBoard Contract # 589-19 in the amount not to exceed \$492,219.60. (PUBLIC UTILITIES)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for the Parks Maintenance Building. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to amend the agreement with S&B Infrastructure, Ltd. for Professional Engineering Services for the Hi-Line Road Project. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to terminate the agreement with S&B Infrastructure, Ltd. for the Anaya Road Project. (ENGINEERING)

AGENDA REGULAR MEETING

January 10, 2022

D) Consideration and action, if any, on Interlocal Cooperation Agreement between City of Pharr and Vanguard Academy for the use of a portable building located at 1407 W. Moore Rd. (POLICE)

E) Consideration and action, if any, authorizing City Manager to award City-Wide Lawn and Landscaping Services contract to South Texas Landscapes Maintenance, Irrigation, Pest Control LLC out of Penitas, Texas. (PURCHASING)

F) Consideration and action, if any, on Project Artic. **(TABLED)** (PEDC II)

G) Consideration and action, if any, on Project Cip. **(TABLED)** (PEDC II)

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

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

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

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

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

AGENDA REGULAR MEETING

January 10, 2022

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.

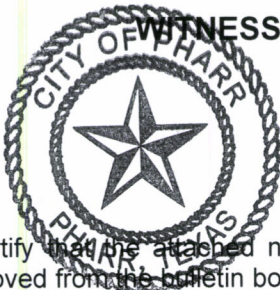
11. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

12. ADJOURNMENT:

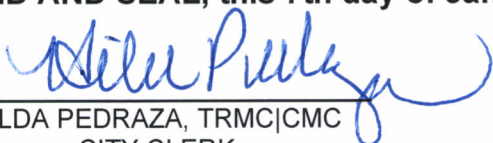
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 7th day of January 2022 at 3:45 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 7th day of January, 2022


HILDA PEDRAZA, TRMC|CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Proclamation proclaiming January 2022 as Human Trafficking Awareness and Prevention Month.

Classification: Regular

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

Issue: Proclamation

Fiscal Consideration: not applicable

Staff Recommendation: Presentation

Alternatives: not applicable

Exclude Material from Public Packet? No

Reason: not applicable

ROUTING:

Hilda Pedraza

Andrew Harvey

City Management Office

Created/Initiated - 1/6/2022

Approved - 1/6/2022

Final Approval - 1/7/2022

Proclamation



WHEREAS, the City of Pharr and the Pharr Police Department recognizes and participates in a public awareness campaign to support Human Trafficking Awareness Month; and

WHEREAS, the victims of human trafficking have many faces. Human trafficking harms adults of all demographics and children of all ages; and

WHEREAS, human trafficking is a modern form of slavery, which treats human beings as a commodity to be bought and sold, to be put to forced labor, usually in the sex industry; and

WHEREAS, we, as a community, have a moral obligation to confront and defeat the practice of human trafficking; and

WHEREAS, part of the Hidalgo County community, will work in collaboration with other agencies to combat and assist victims of human trafficking; and

WHEREAS, the City of Pharr urges its residents to participate in Human Trafficking Awareness events to educate themselves about all types of Human Trafficking. The Pharr Police Department Human Trafficking Liaison will provide the resources needed to educate the community about modern day slavery.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the month of January 2022 as:

“Human Trafficking Awareness and Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 10th day of January 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: January 10, 2022

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 #: 5.A.

DATE SUBMITTED: January 7, 2022

MEETING DATE: January 10, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Edward Wylie

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: City Engineer's Report.

Fiscal Consideration: Not applicable.

Staff Recommendation: Not applicable

Alternatives: Not applicable.

Exclude Material from Public Packet? No

Reason: Not applicable.

ROUTING:

Maria Rangel
City Management Office

Created/Initiated - 1/7/2022
Final Approval - 1/7/2022



Report on Capital Improvement Project Activity January 2022

City Engineer - Omar Anzaldua Jr., PE, CFM, PMP, CCM
Monday, January 03, 2022



Pharr
Engineering



CIP MEETING



Construction

1. Bridge Facility Expansion Phase II (NTP 02/15/2021)
2. Northside Community Center (NTP 12/02/2020)
3. Aquatic Facility (NTP 11/01/2019)
4. Bridge Northbound Lane Expansion and 2nd BSIF Exit (NTP 09/08/2020)
5. Lift Station No. 30 (NTP 07/06/21)
6. WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I (NTP 10/19/2020)
7. Various Parking Lot Improvements (NTP 05/04/2021)
8. Javelina Drive Monument Signs (NTP 07/26/2021)
9. Single Machine Repaving Project Year 6 (NTP 12/21/2021)



Pharr
Engineering



OVERVIEW

Architect: The Warren Group Architects, Inc.

Contractor: International Consulting Engineers

CM: Easton Acquisitions, Inc.

Notice to Proceed: Feb. 15, 2021

Contract Time: 120 + 35 + 108 (ETC Nov. 05, 2021)

Time to Date: 309 (117.49%)

Contract Amount: \$598,000.00

Change Orders: \$31,281.20

Current Contract: \$629,281.00

Placed to Date: \$629,281.00 (100.00%)

Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.

Status: Deduct Change Order No. 2, final acceptance, and release of retainage was approved at the City Commission Meeting on December 20, 2021.

Next Step: Contractor is finishing punch list and the City will release Certificate of Occupancy.



Bridge Facility Expansion Phase II (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.

Contractor: Davila Construction, Inc.

CM: Brownstone Consultants, LLC

Notice to Proceed: Dec. 2, 2020

Contract Time: 273 (ETC Aug. 31, 2021)

Time to Date: 397 (145.42%)

Contract Amount: \$7,500,000.00

Change Orders: \$0.00

Current Contract: \$7,500,000.00

Placed to Date: \$6,671,304.49 (88.95%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.

Status: The contractor has completed exterior finishes for walls, windows, and roof (excluding doors). The fountain has been filled to cure the plaster. Asphalt for the north and south access drives have been poured.

Next Step: The contractor will continue working within the footprint of the project site.



12-20-2021

Northside Community Center (1/2)



Pharr
Engineering



CONSTRUCTION



12-20-2021

Northside Community Center (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.

Contractor: D. Wilson Const. Co.

CM: Easton Acquisitions, Inc.

Notice to Proceed: Nov. 1, 2019

Contract Time: 550 + 60 + 101 (ETC
October 2021)

Time to Date: 794 (111.67%)

Contract Amount: \$23,165,208.00

Change Orders: \$231,226.59

Current Contract: \$23,396,434.59

Placed to Date: \$23,384,634.05 (99.95%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: A punchlist walk-through was held Dec. 21, 2021. The architect will be releasing one comprehensive punchlist in early January 2022.

Next Step: The contractor wants to obtain a TCO for the office spaces. Meanwhile, he will continue working on the interior and exterior of the project.



12-20-2021

Aquatic Facility (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **TEDSI Infrastructure Group, Inc.**
Contractor: **International Consulting Engineers**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Sept. 8, 2020**
Contract Time: **545 + 26 (ETC April 02, 2022)**
Time to Date: **482 (84.41%)**
Contract Amount: **\$7,463,934.37**
Change Orders: **\$268,930.45**
Current Contract: **\$7,732,864.83**
Placed to Date: **\$ 4,161,485.95 (53.82%)**

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: The contractor has placed sections of concrete near the Catwalk Building, at the Super Wide Load Lane, and the Northbound Lanes.

Next Step: Continue work on the Northbound Lanes and 2nd BSIF Exit.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/1)*

CONSTRUCTION



Pharr
Engineering



Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr

Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)

Time to Date: 181 (150.83%)

Contract Amount: \$1,494,704.00

Change Orders: \$0.00

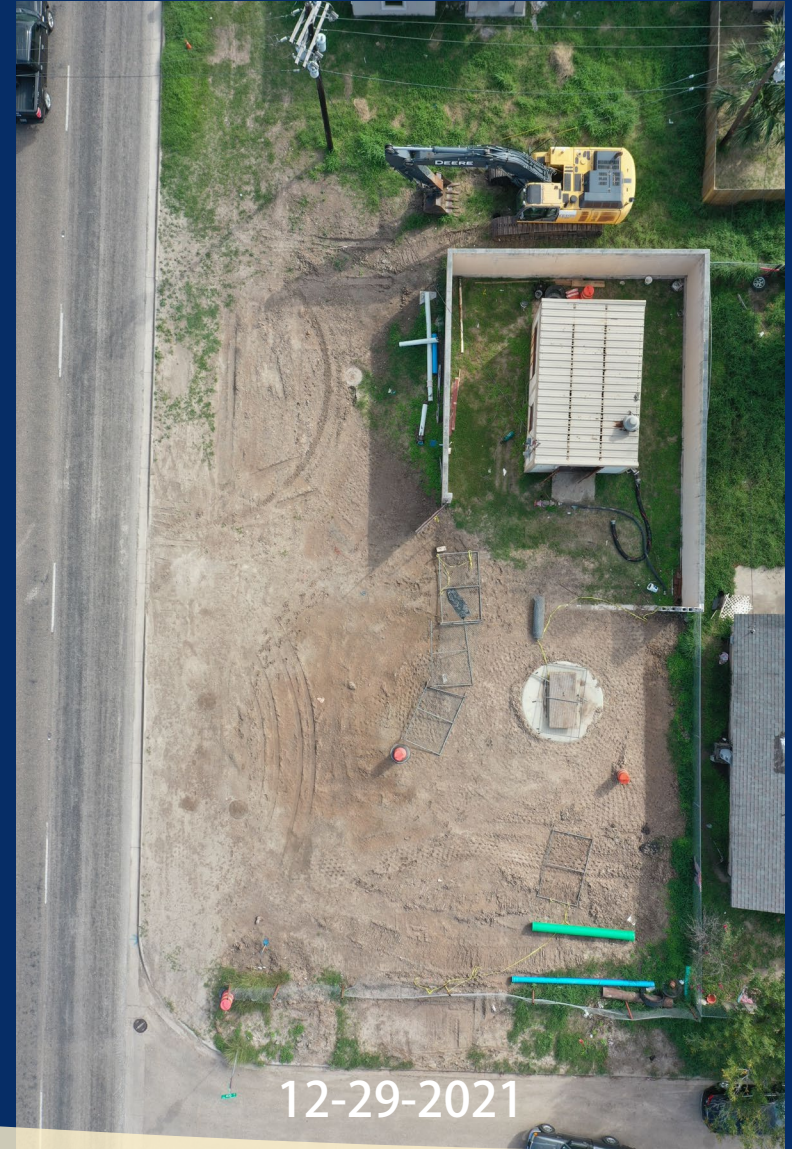
Current Contract: \$1,494,704.00

Placed to Date: \$670,720.60 (44.87%)

Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Status: No activity. Wet well foundation was poured, the fiberglass wet well was installed, and backfill and compaction was completed.

Next Step: Contractor will be installing the 10" line on the north side of Dicker Road, along the irrigation ditch.



Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **Carollo Engineers, Inc.**
Contractor: **Ferguson Service Systems, Inc.**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Oct. 19, 2020**
Contract Time: **300 + 50 (ETC Oct. 03, 2021)**

Time to Date: **441 (126.00%)**
Contract Amount: **\$1,065,000.00**
Change Orders: **\$2,500.00**
Current Contract: **\$1,067,500.00**
Placed to Date: **\$468,978.55 (43.93%)**
Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.
Status: The contractor is pulling new wire from the electrical building to the MCC.
Next Step: The WWTP is scheduled to be shut down on January 07th, 14th, and 21st.



WWTP Oxidation Ditch No. 2 and Electrical Improvements Phase I (1/1)

CONSTRUCTION



Pharr
Engineering



Architect: City of Pharr
Contractor: RDH Site & Concrete, LLC
CM: City of Pharr
Notice to Proceed: May 4, 2021
Contract Time: 90 + 74 + 30 (ETC Nov. 14, 2021)
Time to Date: 244 (125.77%)
Contract Amount: \$616,150.50
Change Orders: \$179,187.50
Current Contract: \$795,338.00
Placed to Date: \$469,253.50 (59.00%)
Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.
Status: The sidewalk at Witten Park is complete.
Work continues at E. Sam Houston Ave., PD, Dr. Long.
Next Step: Remove bees from W. Moore Rd. parking lot so that the contractor can continue work.

Witten Park



12-20-2021

Various Parking Lot Improvements (1/2)



Pharr
Engineering



CONSTRUCTION

Sam Houston Parking Lot



12-20-2021

PD Parking Lot Expansion



12-20-2021

Various Parking Lot Improvements (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: Alvarado Architects & Associates, Inc.

Contractor: Facility Solutions Group
CM: City of Pharr

Notice to Proceed: July 26, 2021

Contract Time: 90 (ETC Oct. 24, 2021)

Time to Date: 161 (178.89%)

Contract Amount: \$124,330

Change Orders: \$0.00

Current Contract: \$124,330

Placed to Date: \$0 (99%)

Description: The project generally consists of new monument signs at the two east corners of S. Cage Blvd. and E. Javelina Dr.

Status: Project is complete.

Next Step: AEP needs to connect power and the contractor needs to replace the Casa del Oratorio sign.

Nov 29, 2021 at 4:24:31 PM
105 E Rancho Blanco Rd
Pharr TX 78577
United States



Javelina Drive Monument Signs (1/1)

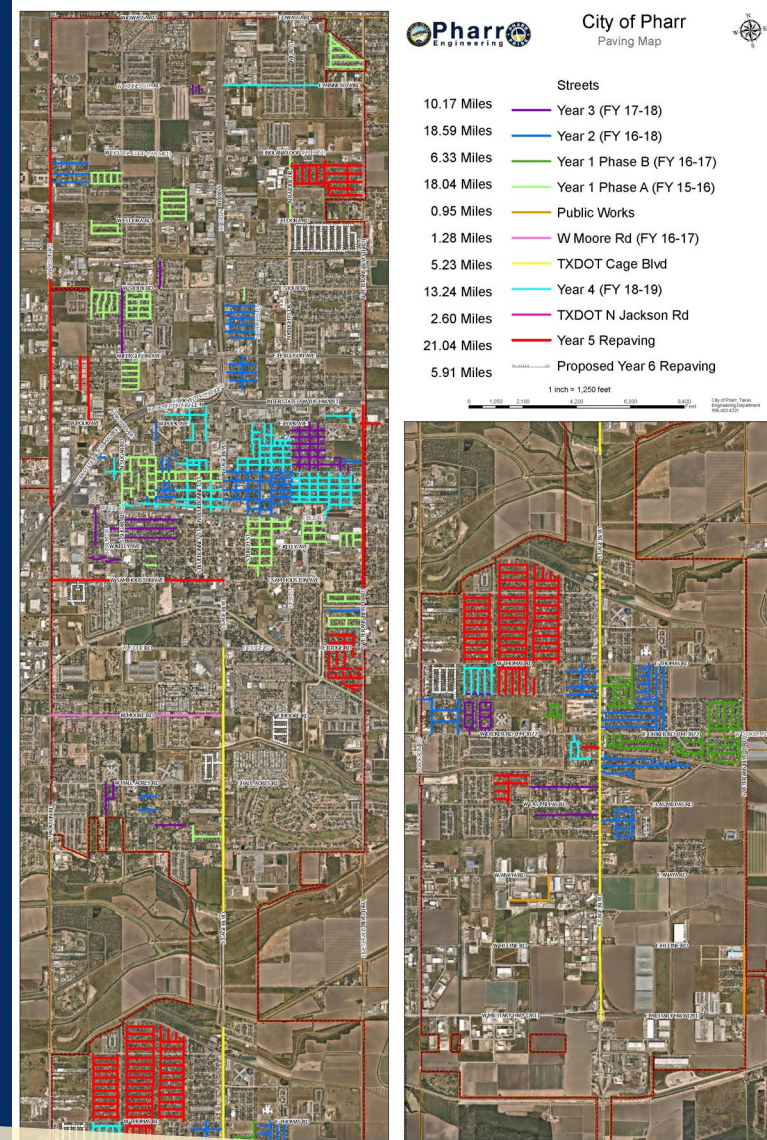


Pharr
Engineering



CONSTRUCTION

Engineer: **City of Pharr**
Contractor: **Cutler Repaving, Inc.**
CM: **City of Pharr**
Notice to Proceed: **Jan. 03, 2021 (new)**
Contract Time: **262 (ETC Oct. 24, 2021)**
Time to Date: **0 (0.00%)**
Contract Amount: **\$1,489,022.84**
Change Orders: **\$0.00**
Current Contract: **\$1,489,022.84**
Placed to Date: **\$0 (0%)**
Description: **In Year 6, approximately 5.91 miles of street in north, central, and south Pharr will be repaved.**
Status: **Public Works is making base repairs ahead of the repaving.**
Next Step: **The contractor will begin working on the north and make his way to south Pharr.**



Single Machine Repaving Project Year 6 (1/1)



DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 3, 2022

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for December 20, 2021 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held on December 20, 2021.

Fiscal Consideration: Not applicable.

Staff Recommendation: Staff recommends approval.

Alternatives: Not applicable.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 1/3/2022
Final Approval - 1/7/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 20, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 20, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Mayor Pro Tem Daniel Chavez
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Annie Reeves, Assistant City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Juan Villescascas, Municipal Judge
Andy Harvey, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Isaac Escobedo, Asst. Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Mike Singleterry, Asst. Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Communications Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY

Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
December 20, 2021

Mayor Hernandez called the meeting to order at 4:04 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

ITEM 4. CITY MANAGER'S REPORTS

Ed Wylie, Interim City Manager, reported the Pharr First Responders Blue Santa Toy Give Away would be held today, December 20, 2021 at EMS Headquarters from 5:00 p.m. to 9:00 p.m. He stated this was a drive-thru event and invited the public to attend.

Ed Wylie, Interim City Manager, further reported the New Year's Eve Ball Drop event would be held on Friday, December 31, 2021 in Downtown Pharr from 7:30 p.m. to midnight. He further stated admission was free and invited everyone to attend.

At this time, Ed Wylie, Interim City Manager, called upon Yuri Gonzalez, for a couple of reports.

Yuri Gonzalez, Chief Communications Officer, reported the Christmas Posada held on Saturday, December 11, 2021 had been a great success and showed a recap video.

Yuri Gonzalez, Chief Communications Officer, showed a recap video of a recent trip to Monterrey, Nuevo Leon. Luis, Bazan, Bridge Director, stated the Pharr International Bridge and COMCE Noreste (Consejo Mexicano de Comercio Exterior) had signed an agreement that formalizes a long-standing relationship between the two groups and allows the Bridge to have direct access to major importers and decision makers from the Northeastern Region of Mexico.

Luis Bazan, Bridge Director, further stated the memorandum of understanding with COMCE Noreste would allow COMCE partners to prioritize the Pharr International

MINUTES: REGULAR CALLED MEETING
December 20, 2021

Bridge as their primary port of trade with the United States. He further stated the direct relationships are crucial to comply with free trade agreements such as USMCA (United States-Mexico-Canada Agreement).

Ed Wylie, Interim City Manager, stated this has been a successful year, from dealing with COVID-19 pandemic to great projects such as the bridge expansion, broadband project, and new Pharr EMS Department. He stated this could not be done without the Commission's continued support and thanked them and staff for great teamwork.

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR DECEMBER 2021

Ed Wylie, Interim City Manager, stated the City of Pharr showed an increase of 21.20% year-to-date true growth compared to last year and 13.02% compared to last December 2020.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR OCTOBER 4, 2021 REGULAR CALLED MEETING; OCTOBER 18, 2021 REGULAR CALLED MEETING; NOVEMBER 1, 2021 REGULAR CALLED MEETING; NOVEMBER 15, 2021 REGULAR CALLED MEETING; NOVEMBER 22, 2021 SPECIAL CALLED MEETING; NOVEMBER 30, 2021 SPECIAL CALLED MEETING; AND DECEMBER 6, 2021 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HEALING HANDS INTERNATIONAL FOR POLICE ASSISTANCE FOR THEIR WALK FOR WATER EVENT ON SATURDAY, JANUARY 15, 2022 FROM 9:00 A.M. TO 12:00 P.M. (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. MELDEN & HUNT, INC., REPRESENTING ERICKSON CONSTRUCTION LLC., OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 15.455 ACRES, MORE OR LESS, OUT OF LOT 91, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 701 WEST MINNESOTA ROAD. COZ#211069 (DEVELOPMENT SERVICES)**
 - 2. JUVERA PROPERTIES, LTD., LLP., OWNER REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.11 ACRES, MORE OR LESS, OUT OF LOT 2, DE ALBA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 900-1000 BLOCK OF SOUTH CAGE BOULEVARD COZ#211070 (DEVELOPMENT SERVICES)**

MINUTES: REGULAR CALLED MEETING
December 20, 2021

3. JUVERA PROPERTIES, LTD., LLP., REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO TOWNHOUSE RESIDENTIAL DISTRICT (R-TH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.42 ACRES, MORE OR LESS, OUT OF LOT 2, DE ALBA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 900-1000 BLOCK OF SOUTH CAGE BOULEVARD. COZ#211071 (DEVELOPMENT SERVICES)

PLATS:

1. R. GUTIERREZ ENGINEERING CORPORATION, REPRESENTING ALFREDO PALACIOS AND DINA PALACIOS, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED RE-PLAT OF LOT 24, SING'S SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 3.05 ACRE TRACT OF LAND OUT OF LOT 24, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3000 BLOCK OF SOUTH CANNA STREET. SUB#200926 (DEVELOPMENT SERVICES)

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

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Comm. Carrillo expressed his concern with items C.2 and C.3 and asked why residential zone was put on a major commercial thoroughfare.

Roland Gomez, Interim Development Services Director, explained the area was currently zoned commercial and the properties to the west were zoned Residential Multi-Family High Density District. He stated the property for item C.2 was designated as multi-family use in the Land Use Plan and the property for item C.3 was designated as commercial in the Land Use Plan.

After a brief discussion, Comm. Guajardo amended his motion and **moved** to remove items C.2 and C.3 for further consideration and approve the remaining items. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2021-66 is filed with the City Clerk's Office.

At this time, Mayor Hernandez stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

MINUTES: REGULAR CALLED MEETING
December 20, 2021

The time being 4:21 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:25 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. CONSENT AGENDA

C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

2. JUVERA PROPERTIES, LTD., LLP., OWNER REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.11 ACRES, MORE OR LESS, OUT OF LOT 2, DE ALBA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 900-1000 BLOCK OF SOUTH CAGE BOULEVARD COZ#211070 (DEVELOPMENT SERVICES)
3. JUVERA PROPERTIES, LTD., LLP., REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO TOWNHOUSE RESIDENTIAL DISTRICT (R-TH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.42 ACRES, MORE OR LESS, OUT OF LOT 2, DE ALBA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 900-1000 BLOCK OF SOUTH CAGE BOULEVARD. COZ#211071 (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, reintroduced the item.

Comm. Guajardo **moved** to approve as discussed in closed session. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2021-66 and O-2021-67 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2021-57 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS (2ND READING)**

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CANCELING/RESCHEDULING THE CITY COMMISSION MEETING OF MONDAY, JANUARY 3, 2022 (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the meeting of January 3, 2022 needed to be rescheduled due to the upcoming Christmas and New Year's holidays. He recommended the meeting be rescheduled to Monday, January 10, 2022.

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

Resolution No. R-2021-73 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING NINE (9) MEMBERS TO THE PARKS AND RECREATION COMMITTEE (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the terms of board members shall be staggered year terms and recommended reappointment of all members.

Comm. Carrillo **moved** to reappoint Alma Caso, Hector Trevino, Rudy Beltran, Aaron Garza, Hernan Figueroa, Roberto Carrillo, Jr. Isaac Smith, Mario Guajardo, and Ben Cantu to the Parks and Recreation Committee. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-74 is filed with the City Clerk's Office.

ITEM 7. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF ADDITIONAL PERMEABLE PAVERS THROUGH A SOLE SOURCE VENDOR TRUEGRID OUT OF HOUSTON, TX TO BE PROVIDED BY THE CITY OF PHARR AS OWNER FURNISHED MATERIAL TO THE AWARDED CONTRACTOR FOR THE VARIOUS PARKING LOT IMPROVEMENTS PROJECT (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for additional parking lot at the Hike and Bike trail in the amount of \$115,560 and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF IP ADDRESSES FOR FIBER PROJECT THROUGH A SOLE SOURCE VENDOR CAPCON NETWORKS LLC OUT OF AUSTIN, TX, FOR AN AMOUNT NOT TO EXCEED \$120,000.00 (IT)

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

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

ITEM 8. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON FINAL RECONCILIATION OF QUANTITIES DEDUCT CHANGE ORDER NO. 2 AND FINAL ACCEPTANCE OF THE PHARR-REYNOSA INTERNATIONAL BRIDGE EXPANSION & RENOVATIONS PHASE II PROJECT AND RELEASE OF RETAINAGE IN THE AMOUNT OF \$31,464.06 (ENGINEERING)

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH CITY OF ELSA TO HOUSE AN AMBULANCE AT THE ELSA FIRE DEPARTMENT. (EMERGENCY MEDICAL SERVICES)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH RIO GRANDE VALLEY EMERGENCY COMMUNICATIONS DISTRICT (RGV 9-1-1) AND CITY OF PHARR FOR USE OF 9-1-1 SERVICES (COMMUNICATIONS)

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

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH FRONTERA MATERIALS OUT OF ELSA, TX FOR THE PURCHASE AND DELIVERY OF HMAC AND CALICHE (PURCHASING)

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

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH RIO VALLEY PIPE, LLC DBA CAPA OUT OF PALMVIEW, TX FOR THE PURCHASE AND DELIVERY OF HMAC AND CALICHE (PURCHASING)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO EXECUTE A TIME AND SUPPLEMENTAL FEE EXTENSION FOR TEXAS WATER DEVELOPMENT BOARD PROJECTS 2020 (ADMINISTRATION)

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

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

G) CONSIDERATION AND ACTION, IF ANY, ON PROJECT ARTIC (PEDC II)

Ed Wylie, Interim City Manager, introduced the item and recommended the item remain tabled.

H) CONSIDERATION AND ACTION, IF ANY, ON PROJECT CIP (PEDC II)

Ed Wylie, Interim City Manager, introduced the item and recommended the item remain tabled.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:30 p.m.

MINUTES: REGULAR CALLED MEETING
December 20, 2021

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 20th DAY OF DECEMBER 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 4, 2022

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-57 relating to the number of authorized civil service positions within the Fire and Police Departments. *(3rd and Final Reading)*

Classification: Consent

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

Issue: The Police Department was awarded a grant for 10 officers.

Fiscal Consideration: grant allocation for the salary of all 10 officers.

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 1/4/2022
Approved - 1/4/2022
Final Approval - 1/7/2022

ORDINANCE NO. O-2021-__

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-57 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	10	122
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	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	0	14
Captain	0	1	1
Battalion Chief	0	3	3
Deputy Chief/Fire Marshal	3	-1	2
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: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 5: 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 6: 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 December, 2021.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, TRMC 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 December, 2021.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, TRMC 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 January, 2022.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, TRMC City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on request from Hidalgo County Elections Department to use Jose Pepe Salinas Community Center and Development and Research Center as a polling locations for all upcoming 2022 elections.

Classification: Consent

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

Issue: Hidalgo County Elections Department is requesting the use of the following facilities for all upcoming 2022 elections. Voting hours are usually 7am-7pm.

The Development and Research Center for Early Voting and/or Election Day
The Jose Pepe Salinas Community Center for Early Voting and/or Election Day

Election Day	Early Voting	Election
Primary Election March 1, 2022	Feb. 14, 2022 - Feb. 25, 2022	Tuesday,
Local Entities Election May 7, 2022	April 25, 2022 - May 3, 2022	Saturday,
Primary Runoff Election May 24, 2022	May 16, 2022 - May 20, 2022	Tuesday,
Local Entities Election June 11, 2022	May 30, 2022 - June 7, 2022	Saturday,
General Election November 8, 2022	Oct. 24, 2022 - Nov. 4, 2022	Tuesday,
General Runoff (Local Entities ONLY) December 6, 2022	Nov. 21, 22 - Dec. 2, 2022	Tuesday,

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

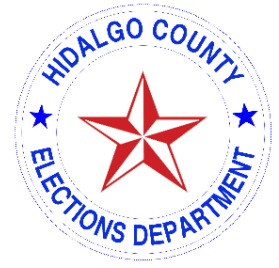
ROUTING:

Imelda Barrera
City Management Office

Created/Initiated - 1/6/2022
Final Approval - 1/7/2022

January 5, 2022

Imelda Barrera, Assistant City Clerk
118 S. Cage Blvd, Pharr, TX
Via: Imelda.barrera@pharr-tx.gov



RE: 2022 Election Cycle Polling Locations for Early Voting and/or Election Day

Dear Ms. Barrera,

We are requesting the use of your facility/facilities as an Early Voting and/or Election Day polling location(s) for the upcoming 2022 Election Cycle. Please review the dates below and add to your calendar. Please note that your location might not be utilized during the Local Entities Election(s) if your entity is not on the ballot or requested by another entity.

I will send reminder emails as each election approaches, but if you have any questions or concerns, please feel free to reach out at any time.

Upcoming 2022 Elections

Election	Early Voting	Election Day
Primary Election	Feb. 14, 2022 – Feb. 25, 2022	Tuesday March 1, 2022
Local Entities Election	Apr. 25, 2022 – May 3, 2022	Saturday May 7, 2022
Primary Runoff Election	May 16, 2022 – May 20, 2022	Tuesday May 24, 2022
Local Entities Election	May 30, 2022 – June 7, 2022	Saturday June 11, 2022
General Election	Oct. 24, 2022 – Nov. 4, 2022	Tuesday November 8, 2022
General Runoff (Local Entities ONLY)	Nov. 21, 2022 – Dec. 2, 2022	Tuesday December 6, 2022

Please complete the separate request form and return by fax, or email by **January 10, 2022**. I know this may require approval from your board, but if you could provide an email response confirming the use of the location(s), that will allow us to continue with our preparation for the Primary Election.

We truly appreciate you and the partnership we have in providing great polling locations to the voters of Hidalgo County.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Eberto A. Gauna

Coordinator III

Office: (956)318-2570 ext. 5730

Fax: (956) 393-2039

Email: eberto.gauna@co.hidalgo.tx.us

Visit our website <https://www.hidalgocounty.us/105/Elections-Department>

Register & Vote!



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: December 20, 2021

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Carnival and Fun Fair to be held from February 3, 2022 to February 20, 2022 at 2301 N. Cage and waive application fees.

Classification: Consent

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

Issue: The South Texas Fire Investigators Association and Pharr Volunteer Fire Department are requesting permission to allow a Carnival & Fun Fair fundraiser event from February 3, 2022 to February 20, 2022 at 2301 N. Cage Blvd. The special event application was submitted by Bill Dillard d/b/a Cool Breeze Rentals, LLD along with a copy of the general liability insurance policy covering event and activity personnel, visitors, invitees and participants. The owner of property on which the event will be located has granted permission for the use of the property.

Fiscal Consideration: \$500.00

Staff Recommendation: Staff recommends waiving the application fees.

Alternatives: Not to waive fees.

Exclude Material from Public Packet? No

Reason: Not applicable.

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/20/2021
Final Approval - 1/7/2022



**SPECIAL EVENT APPLICATION
(FOR CARNIVALS, CIRCUSES OR MASS GATHERINGS)**

SUBMIT THIS APPLICATION NOT LESS THAN 45 DAYS PRIOR TO THE EVENT

-
1. Dates of Event: February 3, 2022, thru February 20, 2022,
 2. Time of the Event: M-F OPEN AT 5-10 and SAT and SUN 5-11
 3. Physical Address of the Event: 2301 N. CAGE
 4. General Description of the Event: CARNIVAL AND FUN FAIR
 5. Local Representatives, Promoters, Owners, and Vendors associated with the Activity:
NAME: ADDRESS: PHONE #:
BILL DILLARD 4205 LEBANON LN, EDINGBURG, TX 956-279-2214
 6. Owner(s) of the real property on which the event will be located:
ROBER TUDOR
 7. The specific description of the property on which the event will be held:
OPEN AREA GRASS
 8. Maximum number of people expected to attend: TOTAL 3000 (Attendance shall be limited to that number)
 9. Description of each step sponsor has taken to insure minimum standards of sanitation and health during the activity (please state whether sponsor has contacted the Health Department regarding said event):
PERMITS, SECURITY, BATHROOMS, TRASH DUMPSTER, HEALTH PERMIT

10. Description of each step the sponsor has taken to guard against hazards of fire and smoke and a plan for orderly disbursement of people in the event of a fire (please state whether sponsor has met with the Fire Marshal regarding said event):

TRAFFIC CONTROL, 20-FOOT WIDE WALKWAYS AND ACCESS PATHS, WITH PLENTY OF EXITS AND
ACCESS POINTS

11. Description of all preparations being made to provide traffic control on the public streets in and around said event (please indicate whether sponsor has spoken with the Traffic Safety Coordinator regarding said event):

SHALL HAVE 2 ENTRANCES AND MANY EXITS

12. Description of all preparations made to provide adequate medical and nursing care for said event:

FIRST AID STATIONS BY THE PHARR VOL. DEPT. WITH CELL PHONES AND RADIOS

13. Description of the plan and activity parking and locations used solely for parking for said event:

SHALL HAVE PLANTY OF GRASS PARKING; GRASS SHALL BE MOWED WITH 5+ ACERS OF PARKING

14. Description of all preparations being made to protect the physical safety of people attending said event (please indicate whether sponsor has spoken with the Police Department regarding said event):

WILL HAVE OFF DUTY SECTURITY

15. Documentation required for processing of application per Pharr City Ordinance:

- a) A non-refundable application fee of \$500.00 shall accompany this application.
- b) A copy of the general and/or special liability insurance policy and declarations and/or bonds (\$1,000,000) covering event and activity personnel, visitors, invitees, and participants.
- c) A copy of the agreement between the property owners and event representatives or promotions.

I, Bill Weber, Promoter/Sponsor, hereby agree to abide by any and all City Ordinances including but not limited to the City of Pharr Ordinance No. O-2013-20 and I hereby acknowledge that I have read Ordinance No. O-2013-20.

Signed this 14 day of December, 2021.

Promoter/Sponsor

FOR OFFICE USE ONLY

Date Received: _____

Application shall be subject to review by the following departments:

() approved

() denied

() approved

() denied

Director of Planning and Zoning Department

Director of Public Works Department

() approved

() denied

() approved

() denied

Fire Chief

Police Chief

() approved

() denied

() approved

() denied

Health Department

City Manager



SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION - R.G.V.

President: Juan Martinez, CCFMS

Vice President: Sergio Diaz, Edinburg Fire Dept.

Secretary: Ricardo Dominguez, Pharr Fire Dept.

Treasurer: Amanda Eli, Brownsville Fire Department

Past president: Felipe Pedraza, Pharr Fire Department

To: Mr. Robert Tudor
Address: 2301 N. Cage Blvd.
Pharr, Tx 78577

Dear Mr. Robert Tudor:

The South Texas Fire Investigator Association-RGV (STFIA-RGV) would like to gratefully ask permission for the use of your property located on 2301 N. Cage Blvd. Block 149, Pharr, Texas 78577. Our organization is planning a fundraiser and would like to bring a Carnival to the location between the dates of February 3, 2022, thru February 20, 200 not including the set up and take down. Please be assured that you, the owner of the property will not be responsible for any type of accident(s) that may occur during the duration of the event conducted on the property. Any and/ or all accident(s) will be the sole responsibility of the company hosting the event. The company will provide a copy of their insurance and place your property under their insurance carrier for the duration of the event. We are asking for your assistance and hope to hear from you soon.

Should have any questions, please feel free to call Felipe Pedraza, Lieutenant City of Pharr to (956) 638-6460, fpedraza28@yahoo.com.

Thank you for your time and consideration of this request.

Sincerely,



Felipe Pedraza, Vice President (STFIA)

All monetary donations or checks can be made and mailed to:

South Texas Fire Investigators Association
P.O. Box 534114
Harlingen, TX 78552

GOOD MORNING,

PERMISSION IS GRANTED FOR THE USE OF PROPERTY
DESCRIBED ABOVE FOR THE CARNIVAL.

THANKYOU



ROBERT TUDOR
12-13-21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102		CONTACT NAME: Elizabeth Mane PHONE (A/C, No. Ext): 817-349-2288 E-MAIL ADDRESS: emane@higginbotham.net		FAX (A/C, No.): 817-820-8928
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Arch Insurance Company		11150
		INSURER B: Lloyd's		15792
		INSURER C: United States Fire Insurance Co		21113
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1178724273 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			6/10/2021	6/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6/10/2021	6/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PARTICIPANT ACCIDENT			6/10/2021	6/10/2022	EACH CLAIM \$10,000

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

The Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE

For Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13TH
Fort Worth TX 76102

CONTACT NAME: Elizabeth Mane
PHONE (A/C, No, Ext): 817-349-2288 **FAX (A/C, No):** 817-820-8928
E-MAIL ADDRESS: emane@higginbotham.net

INSURED
Cool Breeze Rentals, LLC
Billy Dillard dba
4205 LeBanon Lane
Edinburg TX 78539-7748

COOLB

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Lloyd's	15792
INSURER C : United States Fire Insurance Co	21113
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		[REDACTED]	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		[REDACTED]	6/10/2021	6/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PARTICIPANT ACCIDENT		[REDACTED]	6/10/2021	6/10/2022	EACH CLAIM \$10,000

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

The Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

List of Equipment:

Hampton Trailer Mount 4X4 Pick Ups Ser#T-89579
Hampton Ground Mount Combo Ser#89779
Hampton Ground Mount Dino's Ser#89279
See Attached...

CERTIFICATE HOLDER

Texas Department of Insurance
Amusement Ride Division
P.O. Box 149104 Mail Code 103-9A
Austin TX 78714-9104

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Pharr



MAYOR Ambrosio Hernandez, MD

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

MEMORANDUM

DATE: February 21, 2019
TO: Waste Management Department
FROM: Felipe Pedraza, Lieutenant

SUBJECT: Fundraiser Dumpster Request

On behalf the South Texas Fire Investigator Association-RGV and the City of Pharr Volunteer Fire Department, we are reaching out to you to see if you could assist us with the use of a roll off dumpster that is to be used during February 3, 2022, thru February 20, 2022, for use during a Carnival fund raiser event. This event will be located between 2301-2401 N. Cage Blvd., on South Bound frontage road in an open grass field. The open field is located south of Universal Truck Wash. If Waste Management can assist us with the use of the roll off dumpster, the dumpster may be delivered on February 2, 2022, and then picked up at the end of the Carnival on February 21, 2022.

The contact person for the carnival is Mr. Bill Dillard and phone # 956-279-2214 or me Felipe Pedraza, Lieutenant with the City of Pharr Fire Department phone # 956-638-6460.

Thank you,

Felipe Pedraza

A handwritten signature in blue ink that reads "Felipe Pedraza".

Lieutenant



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED:

MEETING DATE: January 10, 2022

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 #: 6.E.1.

DATE SUBMITTED: January 5, 2022

MEETING DATE: January 10, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Victor Arnold Meza has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O). The property is legally described as being .0006 acres, more or less, out of Lot 229, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 300 West Hall Acres Suite G. **CUP#211173**

Classification: Regular

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

Issue: Victor Arnold Meza has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O). **CUP#211173**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O). If approved, this item must comply with the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 1/5/2022
Approved - 1/6/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



MEMORANDUM

DATE: MONDAY, JANUARY 10, 2022
TO: MAYOR AND CITY COMMISSION
FROM: ROLAND GOMEZ, INTERIM DEVELOPMENT SERVICES DIRECTOR
THROUGH: EDWARD WYLIE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT FOR TOWER FILE NO. CUP#211173 (VICTOR ARNOLD MEZA)

GENERAL INFORMATION:

APPLICANT: Victor Arnold Meza, representing Telepro Communications, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O).

LEGAL DESCRIPTION: The property is legally described as being .0006 acres, more or less, out of Lot 229, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 300 West Hall Acres Suite G.

ZONING: The property is currently zoned Agricultural and or Open Space District (A-O). The surrounding area is zoned Single Family Residential District (R-1) to the east and Agricultural and or Open Space District (A-O) to the north, west and a portion to the south and remaining portion is Neighborhood Commercial District (N-C). This area is generally designated for Public/Semi-Public use in the Land Use Plan.

NOTIFICATION OF PUBLIC: Fifteen (15) 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 letter or legal notice.

**DEVELOPMENT
SERVICES**

RECOMMENDATION:

Development Services is recommending **approval** the request for Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O). If approved, this item must comply with the following conditions:

1. The applicant shall comply with all City of Pharr Ordinance requirements. Any violation of City Ordinance will terminate this Conditional Use Permit;
2. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
3. Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate this Conditional Use Permit;
4. Applicant will be required to comply with the City of Pharr landscaping and screening/buffering requirements.
5. The telecommunication tower must continue to comply with all setback and height requirements.
6. The telecommunication tower shall be used for security camera purposes only;
7. Any substantial change on the existing tower the applicant must apply for a Section 6409(A) Permit to allow an eligible facilities request to add, remove, modify or replace telecommunication equipment on an existing tower
 - a. If applied for a Section 6409 (A) applicant is to meet all requirements set on Ordinance O-2017-49.
8. This Conditional Use Permit shall be issued for the Life-of-the-Use; and
9. The following shall be considered as grounds for the revocation of a Conditional Use Permit:
 - Any change in use or change in extent of use, area or location being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING
COMMISSION:**

Planning and Zoning Commission voted unanimously to **approve** the request for a Life-of-the-Use Conditional Use Permit to allow a new telecommunications tower in an Agricultural and/or Open Space District (A-O) subject to staff's recommendations.

Proposed Conditional Use Permit
0.0006 ac, more or less, out of Lot 229, KP
Victor Arnold Meza



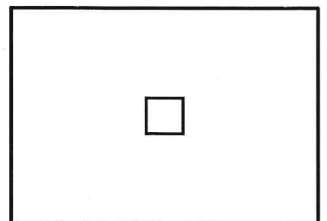
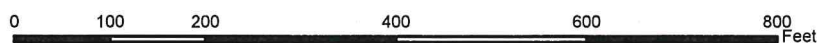
The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

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

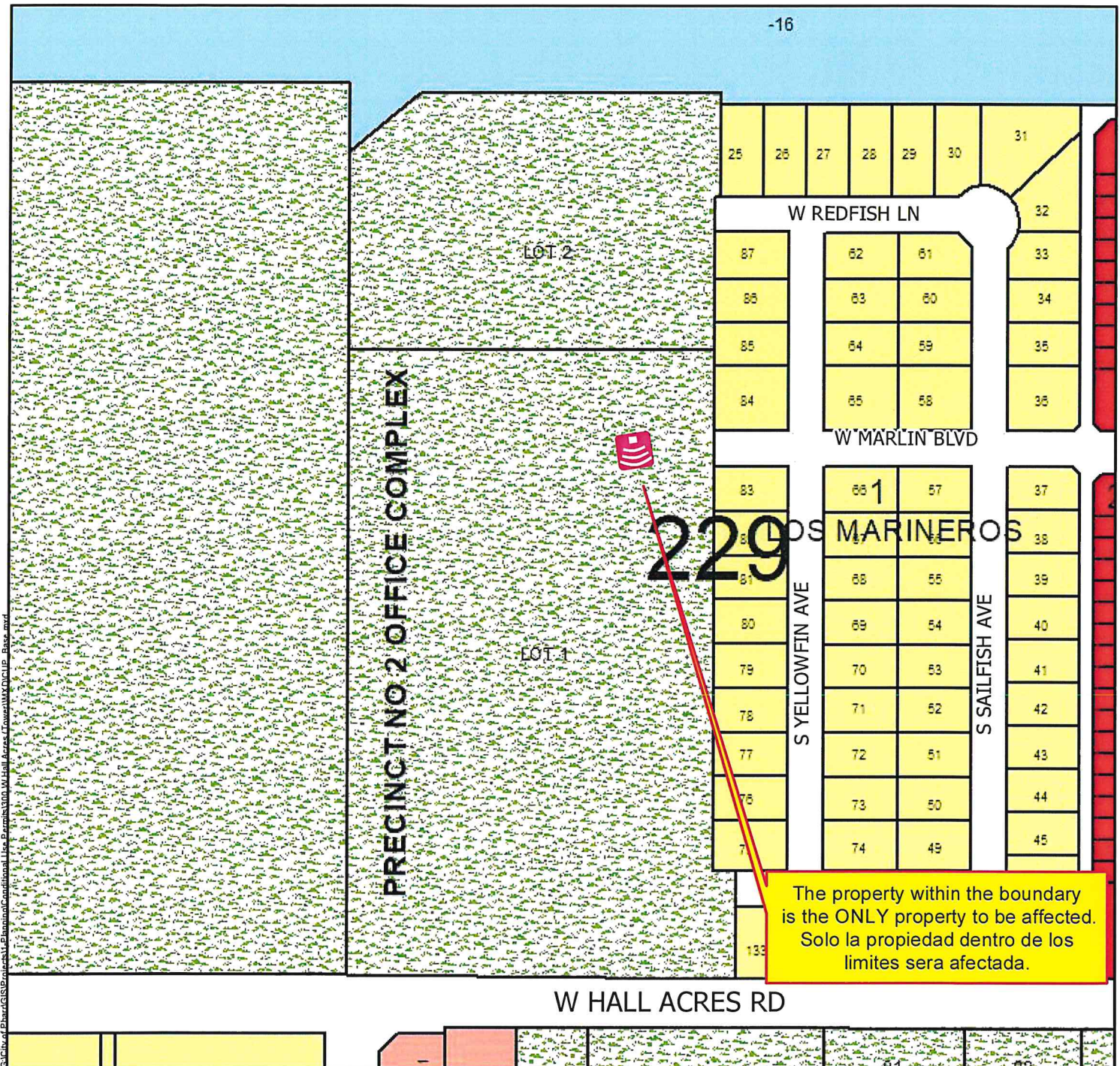
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet



Proposed Conditional Use Permit
0.0006 ac, more or less, out of Lot 229, KP
Victor Arnold Meza



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

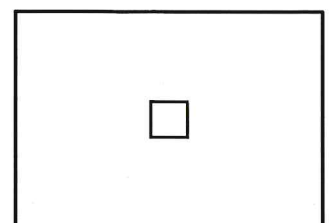
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet



Date: 12/8/2021



HIKE AND BIKE TOWER
300 HALL ACRES RD
PLAIN, TX 75077

PARKING LOCATION

LOCATION OF TOWER

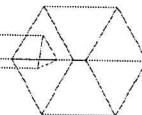
OVERALL SITE PLAN
SCALE: 1/32"=1'-0"



1' 47" TOWER

3' 10" 43" BASE FOOTING

TOWER DETAIL





September 13, 2021

City of Pharr

118 S Cage Blvd, Pharr, TX 78577

Proposed use for Tower at 300 W Hall Acres

Dear Customer,

Telepro Communications is requesting permission to install an 80 ft antenna tower as well as 3 ePMP 3000 Sector Antennas to communicate with 32 Force 180 Antennas that are already installed in light poles in the Hike and Bike Trail. The antennas are point to point and will be configured to only communicate with each other and will not be discoverable to the general public. The purpose of the installation is to create a wireless network that gives Hidalgo County video feed of the 32 cameras that are already installed at the Hike and Bike trail.

We appreciate your time and response

Sincerely,

Victor Meza



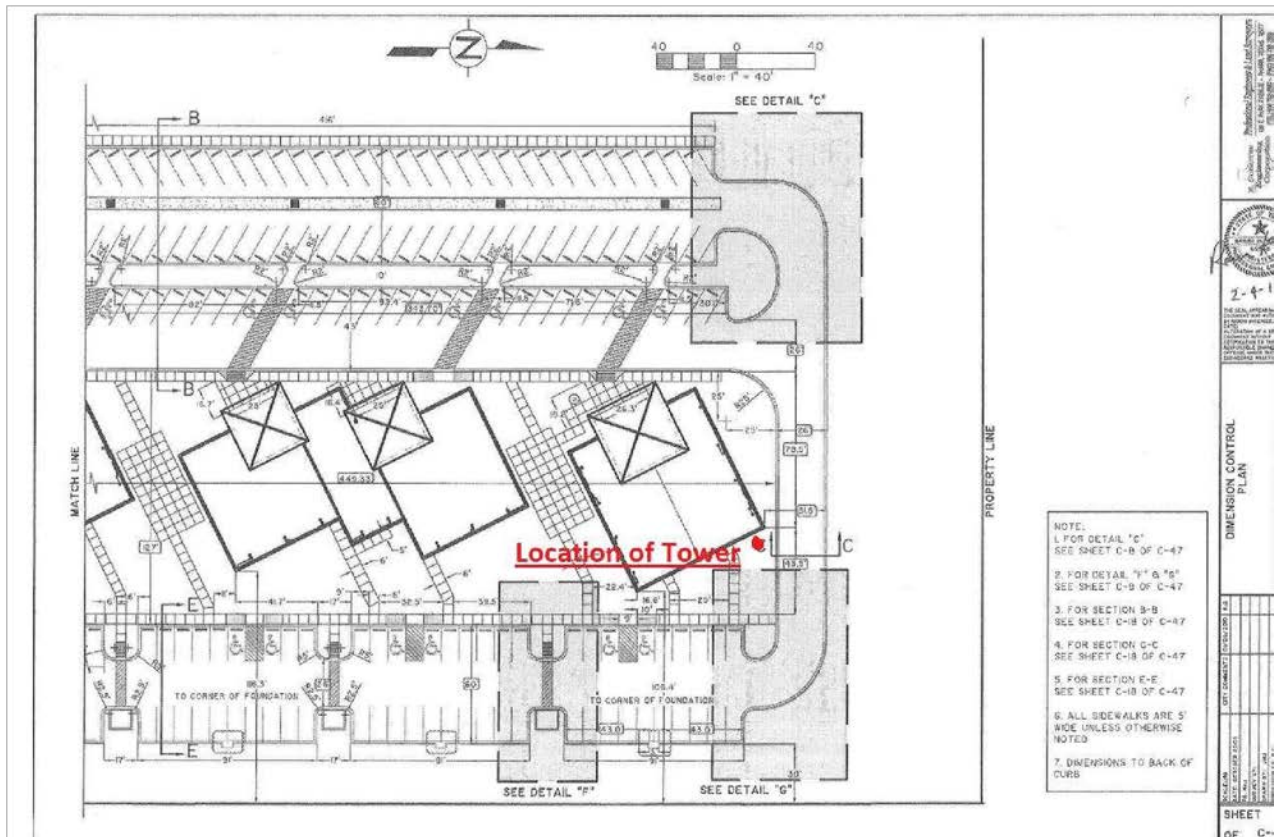
80 ft. Tower Permit Site Plan Requirements

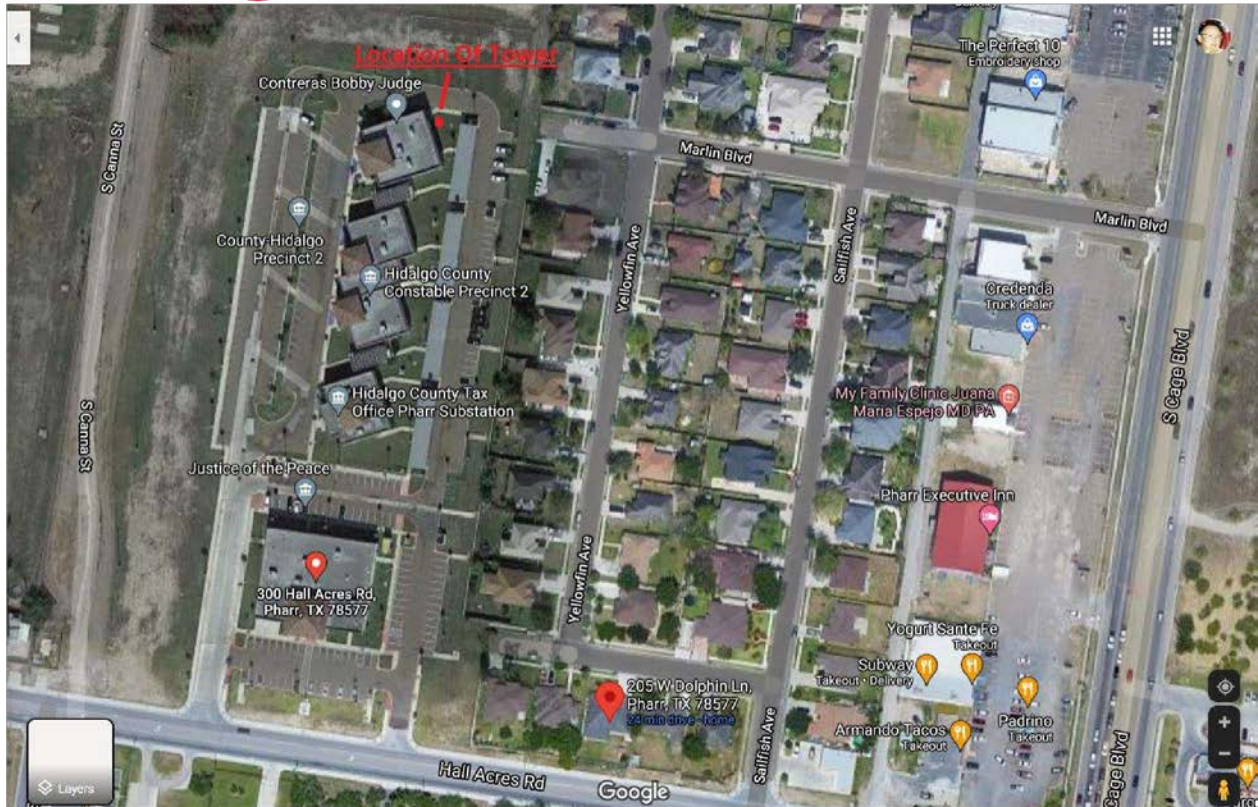
A. The location of all structures on the subject property and on adjoining property

Coordinate location of where tower will be installed:

26.168833 N, 98.191230 W

300 W Hall Acres Ste. G Pharr, TX 78577





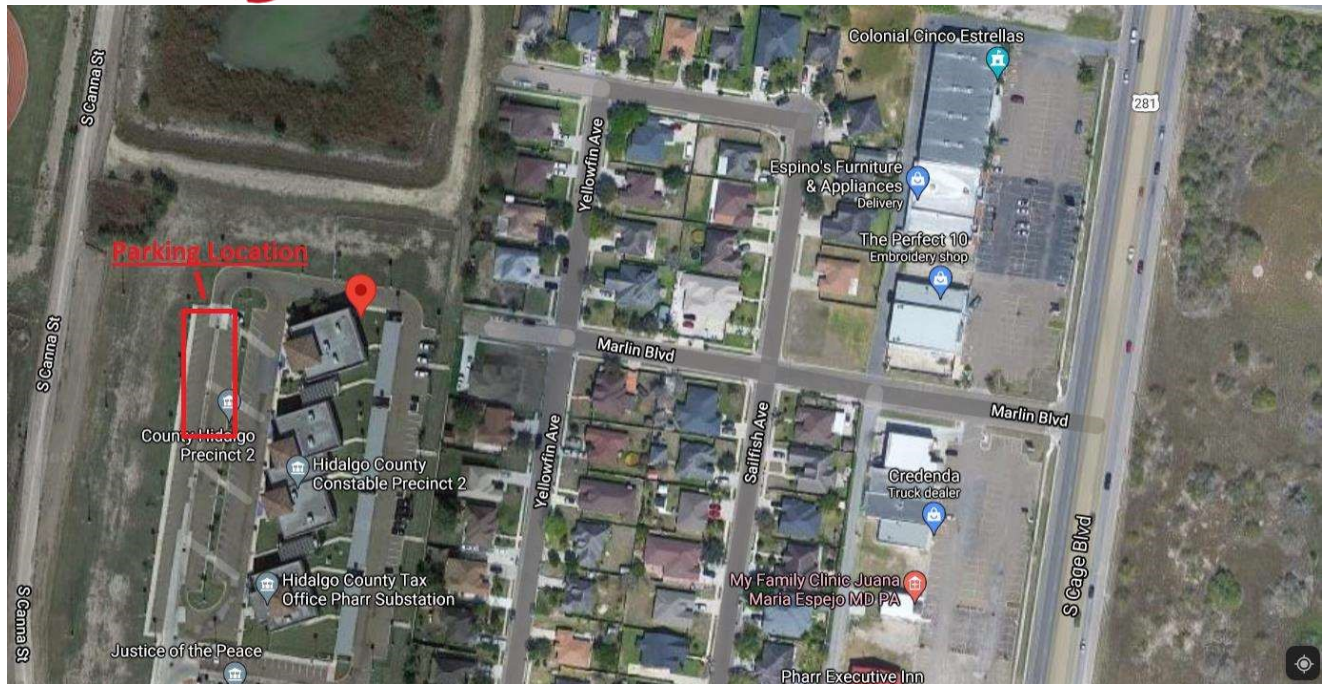
B. Landscaping and/or fencing of yards and setback areas and proposed changes.

No proposed changes

C. Design of ingress and egress

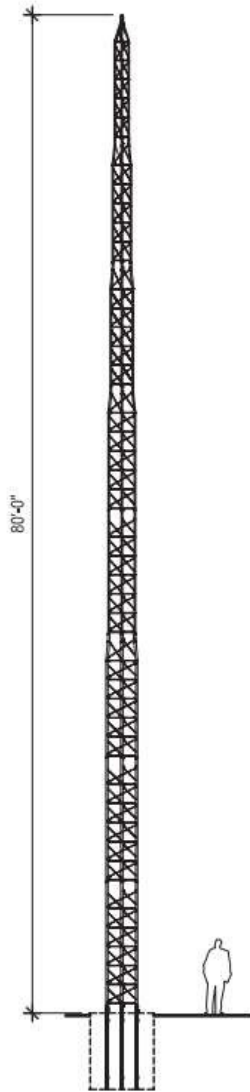


D. Off-street parking and loading facilities



E. Height of all structures

Tower will measure 80 ft



FREESTANDING ALUMINUM TOWER MODEL #HD 16-80

TOTAL WEIGHT: 369 LBS.

Wind Speed
115 MPH

Contact Universal Towers to confirm
geographical location of your tower and
all wind load implications



WARRANTY

UNIVERSAL TOWERS ARE WARRANTED AGAINST DEFECTIVE MATERIAL OR WORKMANSHIP AND ARE SUBJECT TO REPAIR OR TO MATERIAL REPLACEMENT ONLY IF FAILURE RESULTS FROM THESE FACTORS WITHIN ONE YEAR FROM PURCHASE BY USER. THIS WARRANTY DOES NOT EXTEND TO ANY OF OUR PRODUCTS WHICH HAVE BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, IMPROPER INSTALLATION OR APPLICATION, NOR SHALL IT EXTEND TO UNITS WHICH HAVE BEEN REPAIRED OR SUBSTANTIALLY ALTERED OUTSIDE OF OUR FACTORY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.



F. Proposed uses

Tower will be used as a point-to-point antenna. We will be installing ePMP 3000 5GHz Connectorized MU-MIMO Access Points that will be communicating with the cameras installed by Telepro for the Hike and Bike of Hidalgo County.

956-618-2360 Main • 956-686-0422 Fax
12005 N. Bryan Rd., Mission, TX 78573
www.teleprocommunications.com



G. The location and type of all signs, including lighting and heights.
N/A



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED:

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* 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 #: 6.F.1.

DATE SUBMITTED: January 5, 2022

MEETING DATE: January 10, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1401 W. Eisenhower Street. **SUB#211142**

Classification: Regular

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

Issue: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision. **SUB#211142**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision **without** the variances subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision **without** the variances.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 1/5/2022
Approved - 1/6/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JANUARY 10, 2022
TO: MAYOR AND CITY COMMISSION
FROM: ROLAND ROMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: LOTS 44A, 44B, 44C, AND 44D, REPLAT OF LOT 44, BEAMSLEY SUBDIVISION FILE NO. SUB#211142

GENERAL INFORMATION:

APPLICANT: Salinas Engineering & Associates, representing Victor Rios, Sr. owner, is requesting preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.65 acre tract of land, more or less, known as all of Lot 44, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1401 W. Eisenhower Street.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Single Family Residential District (R-1) to the south and east and General Business District (C) to the west and north. The property is designated for commercial use in the Land Use Plan.

**PROPERTY
PROPOSED USE:** Single Family residential.

VARIANCES: See letter attached.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision **without** the variances subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. Open cut pavement is required for sanitary sewer crossing, provide street cross section details.
2. Need to obtain a street cut permit at public works department, if street cut is done or bore.

EASEMENTS:

1. Verify with HCID #2 for the 10' irrigation easement called out along N. Jackson Rd.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

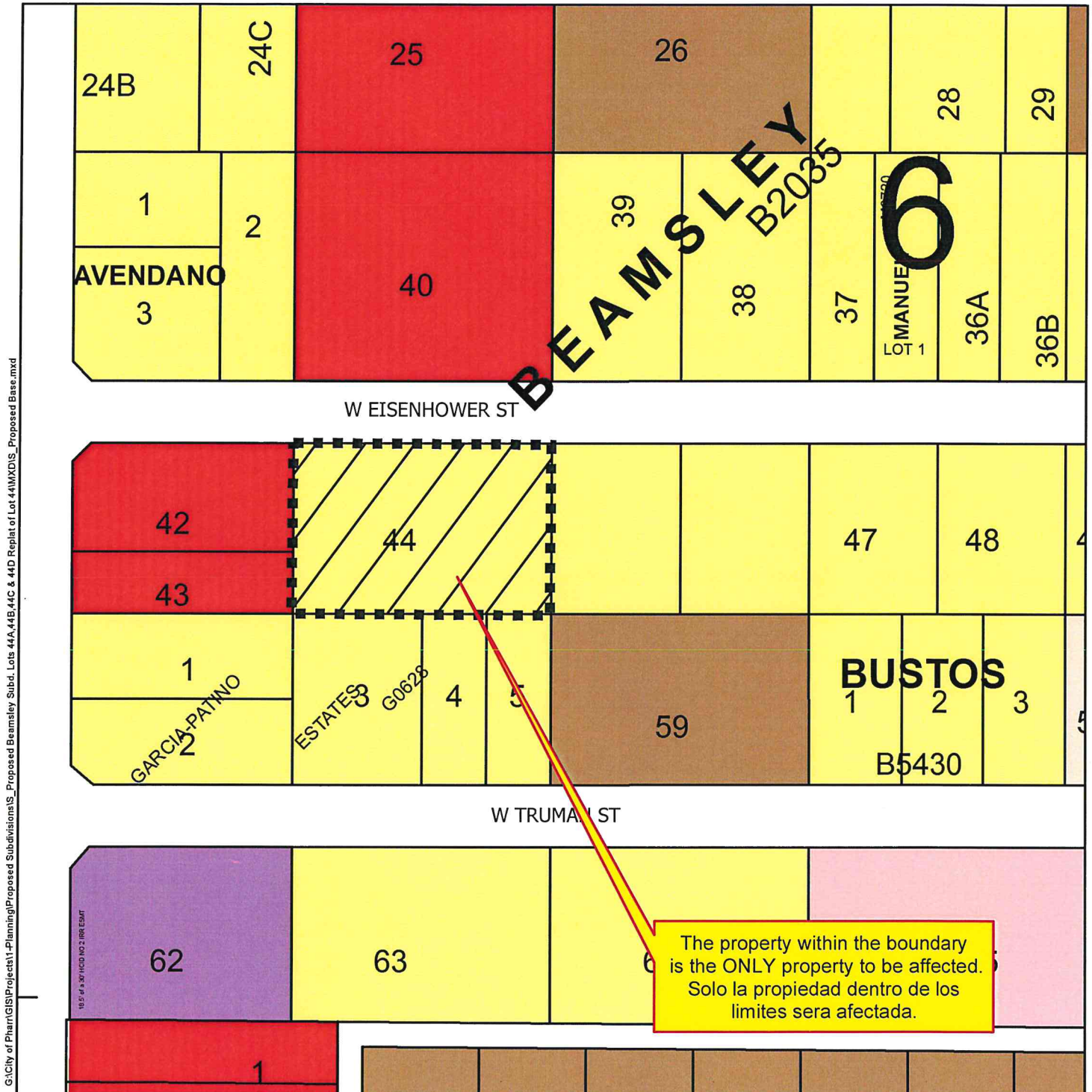
1. Drainage report needs to be approved by H.C.D.D. No. 1.
2. Revise FIRM date to January 2, 1981 on the drainage report.

OTHER:

1. On the signature block for Planning and Zoning to read: Danny Wylie, Chairman, Planning and Zoning Commission.
2. Need petition for exclusion from H.C.I.D. #2.
3. One dwelling per lot only.
4. Existing homes shall meet City of Pharr setback ordinance.
5. Update the year on plat layout.
6. On location map make sure to add the north, south, east and west for streets, also make lines darker.
7. Staff comments attached

**PLANNING AND
ZONING
COMMISSION:**

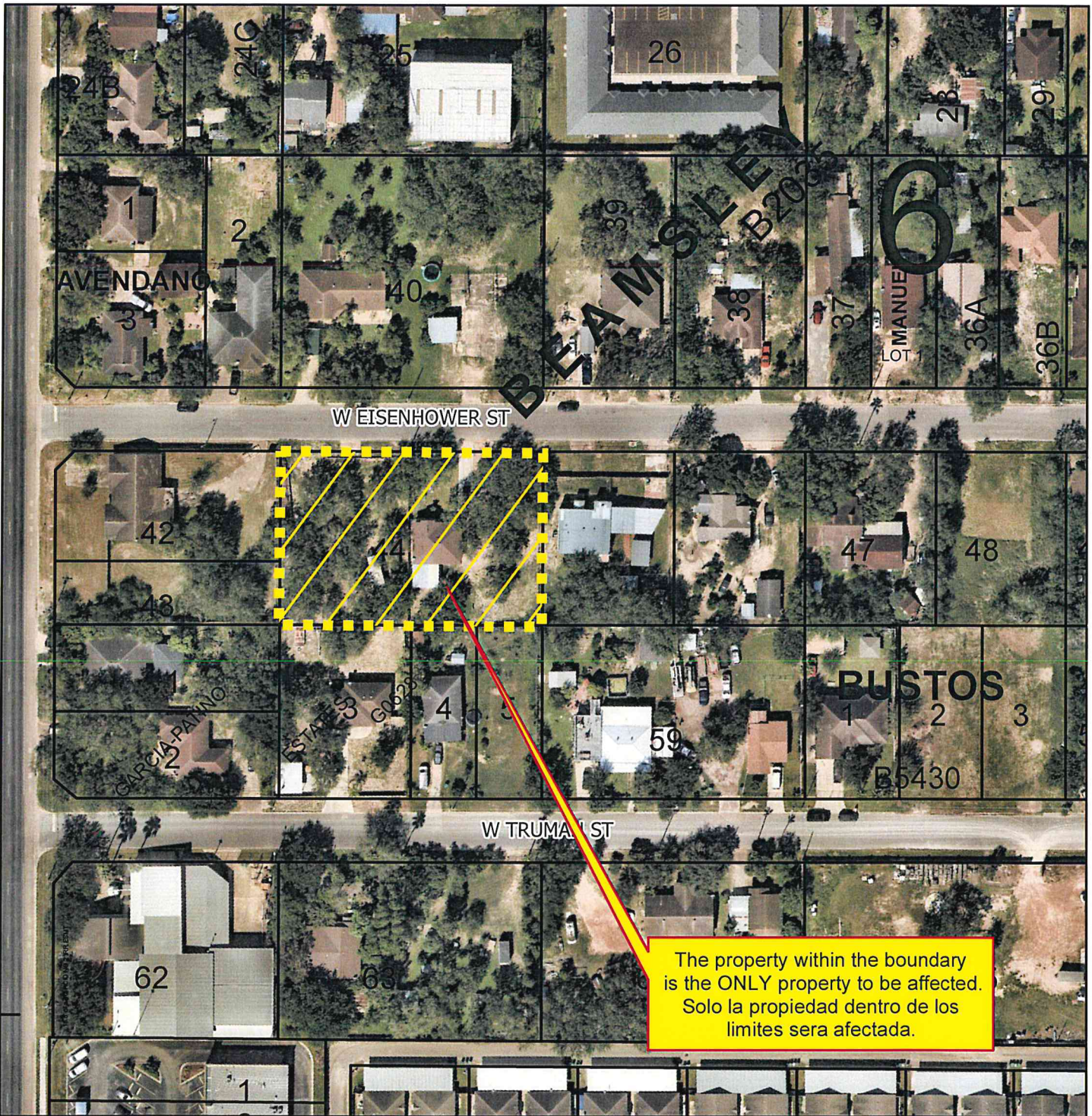
The Planning and Zoning Commission voted unanimously to approve the preliminary plat of the proposed Lots 44A, 44B, 44C, and 44D, Replat of Lot 44, Beamsley Subdivision **without** the variances.



Proposed Subdivision
 LOTS 44A, 44B, 44C, AND 44D RE-PLAT OF BEAMSLEY SUBD
 SALINAS Engineering & Associates



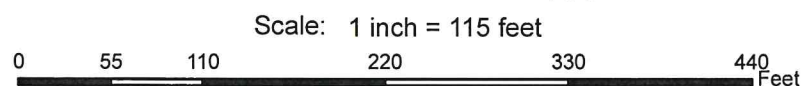
G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\Proposed Beamsley Subd. Lots 44A, 44B, 44C & 44D Replat of Lot 44\MXD\S_Proposed Base.mxd



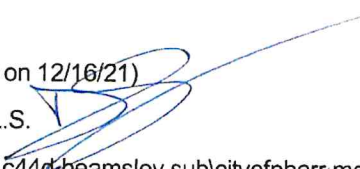
The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

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



Memo

To: City of Pharr (Via Hand Delivery on 12/16/21)
From: David Omar Salinas, P.E., R.P.L.S. 
CC: n:\subdivisionplats\lots44a44b44c44d.beamsley.sub\cityofpharr.memo.005.121621
Date: 12/16/2021
Re: Sidewalk Variance: Lots 44A, 44B, 44C and 44D, Re-Plat of Lot 44, Beamsley Subd., Pharr, H.C.T.

On behalf of Victor Rios, a Variance is being requested to not provide sidewalks along the front of these 4 lots (south side of Eisenhower).

Please let me know if you have any questions. Thank-you.



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: BEAMSLEY SUBDIVISION PRELIMINARY

Reviewed by: Dago Soto December 16, 2021

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- 1. SUBDIVISION WAS FOUND TO BE WITHIN REASONABLE COMPLIANCE.**

STAFF REVIEW MEETING FOR: LOTS 44A, 44B, 44C AND 44D, REPLAT OF LOT 44 BEAMSLEY SUBDIVISION

COMMENTS: Initials: J.R. / R.B December 14, 2021

WATER:

- Will need to install 2" PVC casing in all water services crossing
- Water service will need to be 1" x 3/4"
- Follow City of Pharr Construction Standards Manual

SEWER:

- Ok as proposed
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



Pharr Public Work



SUBDIVISION: Staff Review Meeting
Beamsley Subdivision
W. Hall Acres
Pharr Tx, 78577

DATE: 12/14/2021
0.65 Acres

Plat Notes:

General Notes:

- Obtain Curb Cut Permit and a Street Open Cut / Bore Permit
- Must Follow Erosion and Sediment Control plan as per T.C.E.Q and T.P.D.E.S Environmental Protection Guidelines

SUBDIVISION: Lots 44A, 44B, 44C, 44D,
Re-Plat of Lot 44, Beamsley

DATE: December 15, 2021

REVIEW: Preliminary plans dated 12-3-2021

PLAT
1. Note No. 3---Include the required storm water runoff calculation (2047 C.F.) to be detained on-site in the drainage directive. 2. Note No. 3---Add to note "Lots 44A through 44D will be required to detain 512 C.F." 3. Note No. 6---Revise note to say "A 5 foot concrete sidewalk with ramps and landings as per ADA requirements will be required along all streets at the time of building permit stage." 4. Add Note---No structure shall be permitted over any easements. 5. Add Note---All subdivision improvements shall comply with the current storm water pollution prevention plan (SW3P) requirements and Texas Pollutant Discharge Elimination System (T.D.P.E.S). 6. Add Note---Owners to maintain detention/retention areas. 7. Add Note---Owners to maintain ROW and perimeter of subdivision. 8. P&Z Signature Block---Remove City of Pharr under Wylie's signature block. <i>Revise to say "Chairman, Planning & Zoning Commission".</i> 9.

SITE PLAN
1. Show missing water and sewer services.

DRAINAGE
1. Drainage plan to be reviewed and approved at building permit stage.

ADDITIONAL COMMENTS



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 27, 2021

MEETING DATE: January 10, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Resolution authorizing Pharr Police Department to apply for a Body-Worn Camera Grant Program through the Office of the Governor, Public Safety Office Criminal Justice Division.

Classification: Regular

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

Issue: The Pharr Police Department seeks approval to apply for a Body-Worn Camera Project Grant #4395701 through the Office of the Governor, Criminal Justice Division. This application would be for funding in the amount of \$66,666.67 and a match from the City for the amount of \$16,666.67 for the purchase of Body-Worn Cameras for Police personnel.

Fiscal Consideration: This grant would require a \$16,666.67 match by the City.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request for resolution

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 - 12/27/2021
Approved - 1/5/2022
Approved - 1/6/2022
Approved - 1/6/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



Office of the Governor

Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: City of Pharr	Date:
Agency/Department Name: Pharr Police Department	
Name of Chief Executive Officer: Ambrosio Hernandez, Mayor	
Name of Head of Law Enforcement Agency: Andy Harvey, Chief of Police	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of City of Pharr (“Grantee”) and as head of Pharr Police Department (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

**Office of the Governor, Public Safety Office Criminal Justice Division
Funding Announcement: Body-Worn Camera Grant Program, FY2022**

GRANT RESOLUTION 2021# _____

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr that the **Pharr Border Smart Policy Project** be operated for March 1, 2022, thru February 28, 2023; and

WHEREAS, The purpose of this grant application is for law enforcement agencies to equip peace officers with body-worn cameras.

WHEREAS, the total Body-worn Cameras equipment project cost is **\$66,666.67** and the (State share \$50,000), (City's matching cost share \$16,666.67 and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Pharr City Commission designates **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that The City of Pharr City Commission approves submitting the **Pharr Border Smart Policy Project** grant application to the Office of the Governor, Criminal Justice Division

SIGN BY: PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Grant Number: [4395701](#)

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the ____day of_____ 2021, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____day of _____ 2021, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 7, 2022

MEETING DATE: January 10, 2022

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution between the City of Pharr and the Pharr Economic Development Corporation approving an interlocal agreement authorizing the fiber optic system project.

Classification: Regular

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

Issue: Prior to issuing bond for the fiber project, the city and edc must enter into an agreement

Fiscal Consideration: n/A

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: n/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 1/7/2022
Approved - 1/7/2022
Approved - 1/7/2022
Final Approval - 1/7/2022

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

I, the undersigned City Clerk of the City of Pharr, Texas (the “City”), hereby certify as follows:

The City Commission of the City convened in a regular meeting on January __, 2022, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Commission, to wit:

Dr. Ambrosio Hernandez	Mayor
Eleazar Guajardo	Commissioner Place 1
Roberto Carrillo	Commissioner Place 2
Ramiro Caballero	Commissioner Place 3
Daniel Chavez	Commissioner Place 4
Ricardo Medina	Commissioner Place 5
Itza Flores	Commissioner Place 6

and all of such persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AUTHORIZING THE FIBER OPTIC CABLE SYSTEM PROJECT

(the “Resolution”) was duly introduced for the consideration of the City Commission and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ____ NAYS: ____ ABSTENTIONS: ____

That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Commission’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission’s minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by

law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this ____ day of January, 2022.

City Clerk
CITY OF PHARR, TEXAS

(SEAL)

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
AUTHORIZING THE FIBER OPTIC CABLE SYSTEM PROJECT**

STATE OF TEXAS \$
COUNTY OF HIDALGO \$
CITY OF PHARR \$

WHEREAS, the City of Pharr, Texas (the “City”), by Resolution No. _____ duly adopted on _____, _____, authorized the creation of the Pharr Economic Development Corporation (the “Corporation”) to act on behalf of the City by receiving and expending sales tax revenues for various projects which promote economic development within the City;

WHEREAS, on _____, _____, the voters of the City approved the levy of a one-half of one percent sales and use tax to be used for the benefit of the Corporation, including various projects which promote economic development in the City (the “Sales Tax”);

WHEREAS, the City in the exercise of its governmental powers and functions has determined to undertake a project consisting of (i) construction and acquisition of a fiber optic cable system and related improvements to serve the City and (ii) cost of professional services incurred in connection therewith (collectively, the “Project”);

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the Pharr Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2022, in one or more series, in an aggregate principal amount not to exceed \$50,380,000 for to pay costs of the Project;

WHEREAS, the Corporation has determined that the Project will help further its objectives and desires to assist the City in developing the Project by agreeing to contribute a portion of the proceeds from the levy of the Sales Tax to pay costs of the Project, as provided in that certain “Interlocal Agreement Between City of Pharr, Texas and Pharr Economic Development Corporation Authorizing the Funding of the Fiber Optic Cable System Project” (the “Agreement”) attached hereto as Exhibit A;

WHEREAS, the Corporation has posted the required notice of Corporation's intent to undertake projects which promote economic development in the City and the right of voters to petition for an election related to such projects; and

WHEREAS, the City Commission has been presented with and has examined a substantially final form of the Agreement and finds that the form and substance of such agreement is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true, correct and complete.

Section 2. Approval of the Funding Agreement. That certain “Interlocal Agreement Between City of Pharr, Texas and Pharr Economic Development Corporation Authorizing the Funding of the Fiber Optic Cable System Project” is hereby authorized and approved in substantially the form attached hereto as Exhibit A. The Mayor of the City (the “Mayor”) or such person’s designee, is hereby authorized and directed to execute and deliver such Agreement with such changes as may be required to carry out the intents and purposes of this Resolution and approved by the Mayor or such person’s designee, such approval to be evidenced by the execution thereof. The City Secretary shall attest to the signature of the Mayor to such Agreement, if required.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor and the City Clerk and other officers and agents of the City, are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution, including without limitation executing any and all other instruments, certificates or documents necessary to carry out the intents and purposes of this Resolution, the form and content of such documents to be approved by the officials executing such documents. All action (not inconsistent with the provisions of this Resolution) heretofore taken by those officials and by the City directed toward the Project shall be and the same hereby are ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

PASSED AND APPROVED this ____ day of January, 2022.

Mayor
City of Pharr, Texas

ATTEST:

City Clerk

(SEAL)

**INTERLOCAL AGREEMENT BETWEEN CITY OF PHARR, TEXAS
AND PHARR ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE
FUNDING OF THE FIBER OPTIC CABLE SYSTEM**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS AGREEMENT is made and effective on the 10th day of January, 2022 (the “Effective Date”), by and between the CITY OF PHARR, TEXAS, hereinafter referred to as “City,” a home rule municipality organized and existing under the constitution and laws of the State of Texas, and the PHARR ECONOMIC DEVELOPMENT CORPORATION, hereinafter referred to as “PEDC,” a public, nonprofit corporation incorporated pursuant to and governed by Chapters 501, 502 and 505 of the Texas Local Government Code, as amended (“the Code”) to act on behalf of the City by receiving and expending sales tax revenues for various projects which promote economic development within the City. City and PEDC may hereinafter be collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the City, by Resolution No. _____ duly adopted on _____, authorized the creation of PEDC to act on behalf of the City by receiving and expending sales tax revenues for various projects which promote economic development within the City; and

WHEREAS, on _____, _____, the voters of the City approved the levy of a one-half of one percent sales and use tax to be used for the benefit of PEDC, including various projects which promote economic development in the City (the “Sales Tax”); and

WHEREAS, City in the exercise of its governmental powers and functions has determined to undertake a project consisting of (i) construction and acquisition of a fiber optic cable system and related improvements to serve the City and (ii) cost of professional services incurred in connection therewith (collectively, the “Project”);

WHEREAS, the City Commission of the City has determined that it is in the best interests of the City and otherwise desirable to issue the Pharr Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2022, in one or more series, in an aggregate principal amount not to exceed \$50,380,000 (the “Bonds”) for to pay costs of the Project;

WHEREAS, PEDC has determined that the Project will help further its objectives and desires to assist the City in developing the Project by agreeing to issue debt to fund the project, lease it to the City and contribute a portion of the proceeds from the levy of the Sales Tax and revenues from the lease to pay costs of the Project, as provided in this Agreement;

WHEREAS, pursuant to the Code, PEDC has posted the required notice of PEDC’s intent to undertake projects which promote economic development in the City and the right of voters to petition for an election related to such projects.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and considerations and undertakings herein set forth, it is agreed as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings assigned to them as follows:

“Bonds” mean the Pharr Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2022, issued by the PEDC to finance costs of the Project as further described in the recitals to this Agreement.

“City” means the City of Pharr, Texas, a Texas municipal corporation and home rule city.

“Ordinance” means the bond ordinance, including any related pricing certificate in the event of a parameter sale of the Bonds, pursuant to which the Bonds are issued.

“PEDC” means the Pharr Economic Development Corporation, a Type B non-profit development corporation operating under the IDC Act.

“PEDC Sales Tax Revenue” means revenue from the Sales Tax levied by the City for the benefit of PEDC.

“Effective Date” is defined in the first paragraph of this Agreement.

“Parties” is defined in the first paragraph of this Agreement.

“Project” means the (i) construction and acquisition of a fiber optic cable system and related improvements to serve the City and (ii) cost of professional services incurred in connection therewith.

“Sales Tax” has the meaning given to such term in the recitals to this Agreement.

“Transfer Date” means, so long as the Bonds remain outstanding under the Ordinance, each _____ 1 and _____ 1, commencing _____, 2022, or such other date or dates as may be agreed to by the Parties in writing for the semiannual payment of the bonds.

Section 2. Lease of Project. The City agrees to make cash contributions of City funds to the PEDC to pay costs of the Project, as follows: At least one business day prior to each Transfer Date, City shall make a semiannual cash contribution to the PEDC of City funds in an amount equal to 100% of the PEDC’s debt service payment on the Bonds due on the Transfer Date for the payment of costs of the Project. The Parties acknowledge and agree that City’s payment obligations in this section are subordinate to the lien on and pledge of PEDC Sales Tax Revenue securing the payment of PEDC’s outstanding sales tax revenue bonds.

Section 3. Reasonable Efforts. The Parties shall each use reasonable efforts to cooperate with each other and the financial advisors, bond counsel and the underwriters of the Bonds in connection with the marketing and selling thereof and the closing transactions relating thereto, including: (A)

customary participation in the preparation of any offering document for any such series of Bonds, to the extent reasonably required; and (B) executing and delivering reasonable and customary certificates and other documents at closing. To the extent necessary or appropriate, PEDC agrees take such further actions and execute such further documents to give effect to the commitment of PEDC Sales Tax Revenue to pay costs of the Project, as provided herein. The Parties further agree to cooperate in all respects with regard to the Project and the execution, exchange and delivery of any and all documents or agreements necessary to implement the Project.

Section 4. Project Agreement. For purposes of the PEDC public notice referenced in the recitals hereof, this Agreement constitutes the “Project Agreement” referred to in such notice.

Section 5. Term of Agreement. This Agreement shall remain in full force and effect until the Bonds have been paid in full and are no longer outstanding.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to City: City of Pharr
 Attn: City Manager
 118 S. Cage Blvd.
 Pharr, Texas 78577

If to PEDC: Pharr Economic Development Corporation
 Attn: President
 1215 S. Cage Blvd.
 Pharr, Texas 78577

Section 7. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties concerning the Project. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the Parties.

Section 8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any other party.

Section 9. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder

of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 10. No Assignment. This Agreement may not be assigned without the written consent of the non-assigning Party.

Section 11. Authorization. Each Party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

Section 12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Hidalgo County.

Section 15. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. All signatures need not be on the same counterpart.

Section 16. Effective Date. This Agreement will be effective as of the Effective Date.

[Signatures are contained on separate execution page(s)]

EXECUTED AND AGREED this the 10th day of January, 2022.

CITY OF PHARR, TEXAS

**PHARR ECONOMIC DEVELOPMENT
CORPORATION**

BY: _____
City Manager

By: _____
President

ATTEST:

ATTEST:

City Clerk

Secretary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: December 16, 2021

MEETING DATE: January 10, 2022

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, on the purchase of a mobile office unit for Animal Control Division from A-1 Homes Donna out of Donna, Texas in the amount of \$67,199.

Classification: Regular

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

Issue: Mobile office unit will be to replace the existing mobile office unit that is more than 20 years old and is used by Animal Control personnel which is very deteriorated and in need of replacing. Currently having issues with the roof, flooring, and A/C.

A-1 Homes Donna out of Donna, TX, the lowest responsive vendor, in the amount of \$67,199.

(PROJECT# 2122-01-517-P020-003)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase mobile office unit.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza

Created/Initiated - 12/16/2021

Olga Garza

Approved - 12/16/2021

Annie Reeves

Approved - 12/16/2021

Patricia Rigney

Approved - 12/16/2021

Karla Saavedra

Approved - 12/16/2021

City Management Office

Final Approval - 1/7/2022

A-1 HOMES DONNA
604 N. VICTORIA RD
DONNA, TX 78537
956-461-2130

PURCHASE AGREEMENT

Buyer CITY OF PHARR		Buyer		Phone		Date 12/15/21	
Setup Address TBD		City	State	County	Zip	SALESPERSON ABRAHAM HERRERA	
Mailing Address		City	State	County	Zip		

In this contract the words I Me and My Refer to the Buyer and Co-Buyer signing this contract. The words you and your refer to the retailer. Subject to the terms and conditions on both pages of this agreement you agree to sell and I agree to purchase the following described unit.

MAKE TRU MH	MODEL GLORY	B. ROOMS 3/2	Floor Size 14X76	Hitch Size 14X80	PV Number
SERIAL NUMBER	☒ NEW ☐ USED	Year Model 2022	HUD Label Number		

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES		BASE PRICE OF MANUFACTURED HOME	\$66,900.00
1. RETAILER TO DELIVER, BLOCK, LEVEL AND TIE DOWN.		OPTIONAL EQUIPMENT	
2. PURCHASER RESPONSIBLE FOR ALL UTILITY HOOKUPS TO INCLUDE WATER, SEWER, GAS, ELECTRIC AND INSTALLATION OF THE A/C QUICK DISCONNECT BOX.		COST OF SETUP PARTS	
		SUB-TOTAL	\$66,900.00
3. ONE SET OF SMALL WOODEN STEPS IS INCLUDED.		TITLE FEE	\$130.00
4. FURNITURE, LIGHT BULBS AND DECOR ITEMS ARE NOT INCLUDED UNLESS LISTED BELOW.		FIXTURES	
5. TIRES, WHEELS AND AXLES ARE NOT INCLUDED UNLESS LISTED BELOW.		OTHER ITEMS	
6. SKIRTING AND OTHER OPTIONS ARE NOT INCLUDED UNLESS LISTED SEPARATELY BELOW.		PHYSICAL DAMAGE INSURANCE	
7. PURCHASER IS RESPONSIBLE FOR ALL COUNTY AND CITY PERMITS.		CREDIT LIFE INSURANCE	
8. PURCHASER IS RESPONSIBLE FOR THE PROPER AND LEGAL PLACEMENT OF THE HOME ON THE PROPERTY.		EXTENDED WARRANTY	
9. RETAILER TO INSTALL NEW CARRIER A/C UNIT.		POINTS	
10. RETAILER TO INSTALL WHITE VINYL SKIRTING.		MHIT	\$169.00
11. RETAILER TO INSTALL VAPOR BARRIER.			
12. RETAILER TO PROVIDE CALICHE PAD IF NEEDED.			
13. KITCHEN APPLIANCES AS SHOWN.			
14. SCHEDULED OFF LINE MARCH 2022			
		1. Cash Price	\$67,199.00
		TRADE-IN ALLOWANCE	
		LESS: BALANCE DUE ON ABOVE	
		Net Allowance	
		CASH DOWN PAYMENT	
		CASH AS AGREED SEE REMARKS'	
		2. LESS TOTAL CREDITS	
		3. UNPAID BALANCE OF CASH SALE PRICE	\$67,199.00

BUYERS HEREBY CERTIFY THAT NO OTHER PROMISES AND/OR REPRESENTATIONS HAVE BEEN MADE TO BUYERS BY ANY OF THE PERSONNEL ASSOCIATED WITH RETAILER, OTHER THAN THOSE ITEMS ENUMERATED ABOVE.

Description of Trade-in	YEAR
MAKE	MODEL
BEDROOMS	SIZE
TITLE NO.	SERIAL NO.
COLOR	
AMOUNT OWING TO WHOM	
Trade-in Debt To Be Paid By ☐ Retailer ☐ Customer	

A-1 HOMES DONNA 36188 RETAILER

Not Valid Unless Signed and Accepted by an Officer of the Company

By _____

Approved, Subject to Acceptance of Financing by Bank or Finance Company

NOTICE

THE TERMS AND CONDITIONS APPEARING ON BOTH PAGES ARE PART OF THIS CONTRACT. PLEASE READ THEM CAREFULLY.

I, OR WE, ACKNOWLEDGE THAT I, OR WE, HAVE READ AND UNDERSTAND THIS CONTRACT, THAT ALL BLANKS WERE FILLED IN BEFORE I, OR WE, SIGNED THE CONTRACT BELOW, THAT I, OR WE, RECEIVED A SEPARATE WRITTEN WARRANTY FROM YOU ON THE LISTED MANUFACTURED HOME. I, OR WE, ARE VOLUNTARILY PURCHASING THE ABOVE HOME, THE OPTIONAL EQUIPMENT, ACCESSORIES AND INSURANCE, IF INCLUDED.

I, OR WE, RECEIVED A COPY OF THIS CONTRACT AT THE TIME IT WAS SIGNED.

SIGNED _____ BUYER

SIGNED _____ BUYER

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AAA HOMES DONNA, LLC (DBA) A-1 HOMES DONNA	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 604 N. VICTORIA RD	Requester's name and address (optional)
	6 City, state, and ZIP code DONNA, TX 78537	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td>2</td><td>0</td><td>-</td><td>8</td><td>4</td><td>1</td><td>2</td><td>6</td><td>6</td><td>4</td></tr></table>				-							2	0	-	8	4	1	2	6	6	4
			-																		
2	0	-	8	4	1	2	6	6	4												

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 	Date ► 8-5-21
--	----------------------

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Clear Form



SALES AGREEMENT

Date: 11/18/2021

Home Consultant Name:
Javier Pina

Buyer(s): City of Pharr

Phone #:

956-402-4350

Address: 108 S Cage Pharr Texas 78577

Delivery Address: 1015 E Ferguson Pharr Texas 78577

Home Info

Make: Clayton

Model: Glory

Serial #: BEL016519TX

Stock #: TR6519

☒ New ☐ Used

Trade Info

Make:

Model:

Serial #:

Year:

Size: Length: 14 Width: 76

Title #:

Owed to:

Amount owed will be paid by: ☐ Buyer ☐ Seller

Pricing

Home Price \$ 68,974.00

State Tax

Local Tax

MHIT

181.43

Title Fee

130.00

Cash Price \$ 69,285.43

Total Package Price \$ 69,285.43

Trade Allowance

Less Amount Owed

Trade Equity

Cash Down Payment

Less All Credits \$ 0.00

Remaining Balance \$ 69,285.43

Responsibilities

Seller

Responsibilities: Deliver block level tie down to code. Central air installed. Vinyl Skirting installed. 2 wooden steps w handrails. Kitchen appliances.

Buyer

Responsibilities: All local permits. All utility hookups including water sewer and electric. Any site prep if needed.

Options: Mini Blinds installed

Acknowledgment

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards.

Buyer(s) agree: (1) that the terms and conditions on pages two and three are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Signature of Buyer:

Date

Signature of Buyer:

Date

Signature of Buyer:

Date

Signature of Buyer:

Date

Seller:

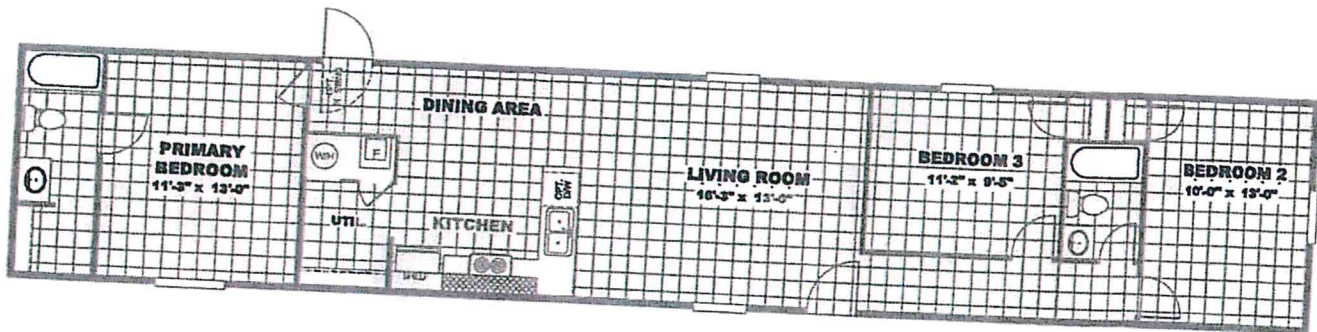
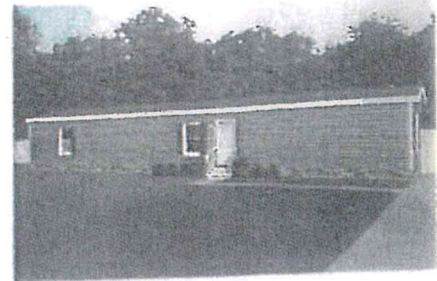
Date

TRU

GLORY

TRS14763B

1,038 sq ft // 3 beds // 2 baths



The home series and floor plans shown all have starting prices within the price range indicated. Your local Home Center can quote you specific prices and terms of purchase for specific homes. TRU invests in continuous product and process improvement. All home series, floor plans, specifications, dimensions, features, materials, availability, and starting prices shown are artist's renderings or estimates and are subject to change without notice or obligation. Dimensions are nominal and length and width measurements are from exterior wall to exterior wall. Starting prices include the home only, plus typical delivery and installation. Starting prices do not include other costs such as taxes, title fees, insurance premiums, filing or recording fees, land or improvements to the land, optional home features, optional delivery or installation services, wheels and axles, community or homeowner association fees, or any other items not shown on your Retailer Closing Agreement and related documents (your RCA). Your RCA will show the details of your purchase. 2020 TRU. All rights reserved.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

CMH Homes Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

PO Box 9790

City, state, and ZIP code

Maryville, TN 37802

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

6 2 - 1 2 2 5 1 5 3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 03/26/2019

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Earnest Money Contract

In this contract the words **I, ME** and **MY** refer to the Buyer and Co-Buyer signing this contract. The words **YOU** and **YOUR** refer to the Dealer/Retailer/Seller. Subject to the terms and conditions in the Warranties and Notices, you agree to sell and I agree to purchase the following described unit.

BUYER(S)	City of Pharr		
ADDRESS	11815 CAGLE, Pharr TX 78577		
DELIVERY ADDRESS			
DELIVERY COUNTY	Hidalgo	PHONE	986-827-3664
SALESPERSON	Jerry Rodriguez	SALESPERSON LICENSE #	41254

A. Manufactured Home: ☐ NEW ☐ USED ☐ IF 'NEW': ☐ STOCK ☐ SPECIAL ORDER

TRU Mfg	18763B	22	3	1
MANUFACTURER	MODEL	YEAR	# BEDRMS	# SECTIONS
PROPOSED DELIVERY DATE		SERIAL NUMBER		

B. Contract Options: See attached Contract Options pages for specific optional equipment.**C. Lender Information:**

Loan Type: ☒ Chattel ☐ Mortgage (Land/Home) ☐ Cash

D. Trade-In:	Make:	Model:	Year:
Serial #	Bedrooms:		Size:
Title #	Color:		
Lien Holder:	Payoff Amount:		
TRADE-IN DEBT TO BE PAID BY: ☐ BUYER ☐ SELLER			

I/We represent and warrant that good and marketable title to the trade-in described will be delivered to Seller at closing, that the trade-in is free from all liens or encumbrances except as set forth, and that all taxes levied against the trade-in have been paid.

E. Remarks and Notices:

If this contract requires the ordering of services which include, but are not limited to, an appraisal title search, survey, perc test, permits, site inspections, and soil test, I/we agree to pay for such services by having them withheld from my/our deposit. I/we understand that once such services have been ordered, payment for them are non-refundable.

Initial _____ Initial _____

Price includes normal delivery within 50 miles. House cat, extra miles blocking not included and will be determined at site inspection.

Right of Rescission: This earnest money contract may be rescinded no later than the THIRD (3rd) DAY after the date that this contract is signed without penalty or charge by notifying

Palm Harbor Villages, Inc. at 3200 Expwy 83, Donna, TX 78537 by mail or telegram sent no later than midnight of third (3rd) day following the contract date.

The surety bond # below applies to this transaction in the following manner: The bond is issued to the Texas Manufactured Homeowners' Recovery Fund (the "Fund"), a fund described in the Texas Manufactured Housing Standards Act (Tex. Occ. Code, Chapter 1201) and administered by the Director. If the Fund makes a payment to a consumer, the Fund will seek to recover under the surety bond. The obligation of the Fund to compensate a consumer for damages subject to reimbursement by the Fund is independent of the Fund's right or ability to recover from the bond # below, but recoveries on surety bonds are an important part of the Fund's ability to maintain sufficient assets to compensate consumers. There can be no assurance that the Fund will have sufficient assets to compensate a consumer for a covered claim. Assuming it has sufficient assets to compensate a consumer for a covered claim, the liability of the Fund is limited to actual damages, not to exceed \$35,000.

F. Pricing Itemization:		☐ FINANCED ☐ CASH
BASE CASH PRICE	74,000 ⁰⁰	67,482 ⁰⁰
TAXABLE OPTIONS / IMPROVEMENTS		
TAXABLE SUB-TOTAL		67,482 ⁰⁰
NON-TAXABLE OPTIONS / IMPROVEMENTS		
TOTAL BASE PRICE		67,482 ⁰⁰
INVENTORY TAX		175 ⁰⁰
STATE TITLING FEE		210 ⁰⁰
TOTAL HOME VALUE (Insurance Value)		
INSURANCE (TERM: _____ Months)		TBD
EXTENDED SERVICE CONTRACT		INCLUDED
TOTAL CASH PRICE		67,867 ⁰⁰
TRADE-IN ALLOWANCE		
LESS BAL. DUE ON ABOVE		
NET ALLOWANCE		
DOWN PAYMENT		
LESS TOTAL CREDITS		
UNPAID BALANCE OF CASH SALES PRICE		67,867 ⁰⁰

G. Additional Information:**ALL EARNEST MONEY CONTRACTS CONTINGENT ON REGIONAL VICE PRESIDENT APPROVAL**

During extraordinary times caused by natural disasters such as hurricanes, or other strains on the economy such as pandemics, the demand for the materials used in the construction of manufactured and modular homes may cause price increases which are beyond the control of the manufacturer or of Palm Harbor Villages, Inc. (PHV). Therefore, under the terms of this Earnest Money contract (the "Contract"), PHV reserves the right to increase the price of the home based on any surcharges for materials it receives from the manufacturer. Customer will receive thirty (30) days advance notice of any such increase, and at the customer's option, for this reason and only this reason, this Contract may be cancelled.

Balance
67,867⁰⁰

THIS CONTRACT IS SUBJECT TO ARBITRATION AND IS THE FULL AND COMPLETE CONTRACT. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND PHV. NO OTHER REPRESENTATION OR INDUCEMENT SPOKEN OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THE CONTRACT. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

- * I/We received the Texas disclosure titled "Making an informed decision about buying a Manufactured Home" prior to completing a credit application or more than 1 day before signing this agreement.
- * If my/our type of loan is Chattel (Home Only), I/We acknowledge receipt of this offer 24 hours prior to signing this contract.

I/We understand all pages of this contract and understand that the Earnest Money Contract is fully executed and binding when signed by Palm Harbor Villages, Inc. and me/us.

Palm Harbor Villages, Inc.	MHDRET00035286	1912	BUYER SIGNATURE:	Date
Retailer	Retailer License #	Surety Bond #		
Not a Valid Offer Unless Signed by the General Manager and Regional VP of the Sales Center Identified Above			Birthdate:	Driver's License # & State:
Offered By:	Offer Date:	CO-BUYER SIGNATURE:	Date	
Printed Name:	License #:	Birthdate:	Driver's License # & State:	

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.

- * Delivered, set-up, and tied down to state code, if services are included in your contract.
- * Buyer has not been given or guaranteed a move-in date. Buyer is responsible for all temporary living arrangements prior to move-in.
- * Purchase of home does not include Furniture, Light Bulbs, or Decor items, unless specifically listed on this contract.
- * Palm Harbor Villages, Inc. (PHV) retains all wheels, axles, and tires.
- * NO GAS, ELECTRIC, WATER, SEWER HOOK-UPS or INSTALLATION OF AIR CONDITIONER CONNECT BOX will be provided unless otherwise specifically provided for in this contract.
- * Existing water and sewer hook-up facilities are only provided up to 30 feet, ONLY if this service is specifically provided for in this contract.
- * Customer is responsible for obtaining all permits unless otherwise specified in writing in this contract.

Note: All items included in Total Base Price must be listed as taxable / non-taxable options and must show the person / company that is to provide the option/service and include where you may contact them and their license if applicable. Items listed here that are included in the Base Cash Price will be noted as "included" in the price column.

CONTRACT OPTIONS

BUYER(S): FLORIAN TILLY

Initials: _____ Date: _____ Initials: _____ Date: _____

Copyright © 2013 Palm Harbor Villages, Inc. All Rights Reserved.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Palm Harbor Villages, Inc.		
2 Business name/disregarded entity name, if different from above dba Palm Harbor Village and/or Palm Harbor Homes		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 15301 Spectrum # 500		Requester's name and address (optional)
6 City, state, and ZIP code Addison, TX 75001		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	7		-	5	5	0	6	5 5 2

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **10-29-18**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Public Works Department

Animal Control Division

Existing Mobile Office Unit Pictures











AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: January 5, 2022

MEETING DATE: January 10, 2022

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on the purchase of a Backhoe Loader from Doggett Heavy Machinery, out of San Juan, Texas, through BuyBoard Contract # 597-19 in the amount not to exceed \$125,403.67.

Classification: Regular

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

Issue: To replace old equipment (PROJECT# 2122-60-583-P018-001)

Fiscal Consideration: N/A

Staff Recommendation: For the purchase of new equipment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales

Created/Initiated - 1/5/2022

Ruben Rosales

Approved - 1/5/2022

Ignacio Amezcua

Approved - 1/6/2022

Patricia Rigney

Approved - 1/6/2022

Karla Saavedra

Approved - 1/6/2022

Annie Reeves

Approved - 1/6/2022

City Management Office

Final Approval - 1/7/2022



Pharr

Purchasing



PURCHASE REQUEST FORM (REQUISITION)

PO# 181589

DEPARTMENT: PUBLIC UTILITIES

DIVISION: WATER DISTRIBUTION

DATE: 12/14/2021

SUGGESTED VENDORS:

VENDOR#1 NAME	CONTACT NAME / COMPANY ADDRESS	PHONE	PRICE QUOTE
Daggett Heavy Machinery		956-227-0877	\$ 125,403.67
VENDOR#2 NAME	CONTACT NAME / COMPANY ADDRESS	PHONE	PRICE QUOTE
		-	
VENDOR#3 NAME	CONTACT NAME / COMPANY ADDRESS	PHONE	PRICE QUOTE
		-	

RECOMMENDED VENDOR:

JUSTIFICATION FOR PURCHASE: **REQUIRED** Backhoe

QTY	UOM	CLASS / COMMODITY DESCRIPTION / PROJECT # / TITLE ITEM NUMBER (NOUN 1ST)	UNIT PRICE	TOTAL PER LINE ITEM
1.00	EA	BUYBOARD DISCOUNT 43% (597-19)	-\$ 81,584.33	-\$ 81,584.33
1.00	EA	310SL BACKHOE LOADER	\$ 138,322.00	\$ 138,322.00
1.00	EA	ENGLISH DECALS WITH ENGLISH OPERATOR AND SAFETY MANUALS	\$ 0.00	\$ 0.00
1.00	EA	JD LINK	\$ 0.00	\$ 0.00
1.00	EA	MECHANICAL FRONT WHEEL DRIVE(MFWD) WITH LIMITED SLIP DIF	\$ 0.00	\$ 0.00
1.00	EA	CAB	\$ 13,243.00	\$ 13,243.00
1.00	EA	RADIO,BOSCH PREMIUM PACKAGE	\$ 1,356.00	\$ 1,356.00
1.00	EA	SEAT, CLOTH AIR-SUSPENSION	\$ 503.00	\$ 503.00
1.00	EA	GALAXY 19.5L-24IN. 12 PR REAR & 12.5/80-18 10PR FRONT	\$ 0.00	\$ 0.00
1.00	EA	SINGLE MAINTENANCE FREE BATTERY WITH DISCONNECT AND JUMP	\$ 257.00	\$ 257.00
1.00	EA	LED LIGHT PACKAGE	\$ 1,053.00	\$ 1,053.00
1.00	EA	EXTENDABLE DIPPERSTICK	\$ 8,365.00	\$ 8,365.00
1.00	EA	NO AUXILIARY	\$ 0.00	\$ 0.00
1.00	EA	PILOT CONTROLS,TWO LEVER, WITH PATTERN SELECTION	\$ 2,594.00	\$ 2,594.00
1.00	EA	LESS COUPLER-LESS THUMB	\$ 0.00	\$ 0.00
1.00	EA	24" (610 MM) WIDE, HEAVY-DUTY, 7.5 CU. FT. (0.21 CU. M.)CAP	\$ 1,439.00	\$ 1,439.00

GRAND TOTAL FOR ALL ITEMS \$ 125,403.67

\$125,403.67

TO BE FILLED OUT BY DEPARTMENTS: **BUDGET FUNDS AVAILABLE**

BUDGETED

ACCOUNTS #	CURRENT BALANCE	TOTAL EXPENSE	AFTER BALANCE	YES / NO
60-58300-2208			\$ 0.00	

DIVISION HEAD: _____ DATE: _____

NOTE: ALL REQUESTS UNLESS APPROVED BY DIRECTOR AS AN EMERGENCY, MUST BE REQUESTED AND SUBMITTED THREE (3) DAYS IN ADVANCE AND MUST HAVE A MONETARY AMOUNT UNLESS IT IS AN UNPREDICTABLE EXPENSE.

DIRECTOR: [Signature]

DEPUTY CITY MANAGER: [Signature]
(To be routed by Purchasing >\$25,000)

DATE: 12-14-21

DATE: 12/15/2021

PURCHASING: _____

CITY MANAGER: _____

DATE: _____

DATE: _____



PO# 181589

DATE: 12/14/2021

REVISÉD: 6/1/20

310SL BACKHOE LOADER

CITY OF PHARR PUBLIC UTILITIES



JOHN DEERE

DOGGETT HEAVY MACHINERY

CASEY J CAVAZOS

CASEY.CAVAZOS@DOGGETT.COM

(956)227-0877

Code	Description		
0A71T	310SL BACKHOE LOADER	1	\$138,322.00
Option Codes			
2401	English Decals with English Operator and Safety Manuals English decals installed and English operator's manual. Requires engine code 1065.	1	No Added Cost
170K	JDLink™ Includes integrated cab wiring harness, antenna, and JDLink Modem (MTG). JDLink connectivity is enabled separately through the JDLink website. Connectivity service is subject to country availability.	1	No Added Cost
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Dif 5F/3R Autoshift Transmission. Autoshift can turned on/off in the SSM. When Autoshift if off, Backhoe will operate with Powershift transmission.	1	No Added Cost

A handwritten signature in blue ink, appearing to be 'R-R'.

2035	Cab	1	\$13,243.00
	Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less radio (Cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 10 speed. Deluxe Mechanical Suspension, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. Keyless Start. 3 inch Orange Seat Belt with retractor. Tilt Steering Wheel. Interior Rearview Mirror. Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector See Order As Desired codes for additional Cab options not included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).		
9916	Radio, Bosch Premium Package	1	\$1,356.00
	AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.		
9965	Seat, Cloth Air-Suspension	1	\$503.00
	For enclosed Cab.		
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3095. Rear tire chains require wheel spacers (AT347522).		
8635	Single Maintenance Free Battery With Disconnect and Jump	1	\$257.00
	175 Minute Reserve Capacity (950 CCA) Recommended for use in ambient temperatures ABOVE 32 degrees F (0 degrees C).		
9116	LED Light Package	1	\$1,053.00
	Includes factory installed 2 LED spot lights and 8 LED flood lights in lieu of the standard halogen light package.		
6020	Extendible Dipperstick	1	\$8,365.00
	Extended stabilizer legs.		

6210	No Auxiliary	1	No Added Cost
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$2,594.00
	Proportional Auxiliary control and extendable dipperstick control integrated into pilot control levers.		
5400	Less Coupler - Less Thumb	1	No Added Cost
	If ordering with thumb, must order option code 5401.		
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Cap	1	\$1,439.00
	Bucket includes TK Teeth.		
90A1	Custom Code - ACCU-SWING	1	\$670.00
9035	Standard Stabilizer Legs	1	No Added Cost
	Requires option code 6020.		
7650	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long	1	\$3,698.00
7035	Loader Coupler, 2-Function Hydraulics, Single Lever	1	\$6,829.00
	Includes Auto Ride Control, option 9115. Single lever loader control with electric clutch disconnect and momentary MFWD. Will accept G, J, K and L-Series loader coupler buckets		
8475	1000 Lb. (454 kg) Front Counterweight	1	\$1,374.00
1065	John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meet	1	\$10,028.00
	Net Peak Power of 103 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required.		

TOTAL	\$189,731.00
BUYBOARD DISCOUNT 43% (597-19)	- \$ 81,584.33
60 MONTH 5000 HR EXTENDED POWERTRAIN AND HYD WARRANTY	+ \$ 2,257.00
PDI AND FREIGHT	+ \$ 15,000.00
TOTAL SALES PRICE	\$125,403.67

R-R



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: January 5, 2022

MEETING DATE: January 10, 2022

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on the purchase of Wastewater Pumps, Bypass Diesel Pumps and Odor Control Pump System for Lift Stations from Precision Pump Systems, out of Edinburg, Texas, through BuyBoard Contract # 589-19 in the amount not to exceed \$492,219.60.

Classification: Regular

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

Issue: Replace old equipment

Fiscal Consideration: N/A

Staff Recommendation: To purchase new equipment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales
Ruben Rosales
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Annie Reeves
City Management Office

Created/Initiated - 1/5/2022
Approved - 1/5/2022
Approved - 1/6/2022
Approved - 1/6/2022
Approved - 1/6/2022
Approved - 1/6/2022
Final Approval - 1/7/2022



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 589-19

Attn: City of Pharr

Date: 11-3-21

Project: **Gorman Rupp Pump on Bases, stand-by Gorman Rupp Diesel Pumps for Lift Stations 7,8,15,18,23,26,27 & Wastewater Plant RAS Pump Station.**

Quote No. JA-211103

Contact: Ruben Rosales

Page: 1 of 2

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included –

10 each T4A3S-B/F Gorman Rupp Pump on Base:

- 4 each TEFC 15hp Motor
- 2 each TEFC 10hp Motor
- 2 each TEFC 7.5hp Motor
- 2 each TEFC 5hp Motor

4 each T6A3S-B Gorman Rupp Pump on Base:

- 2 each TEFC 25hp Motor
- 2 each TEFC 20hp Motor

2 each T8A3S-B Gorman Rupp Pump on Base:

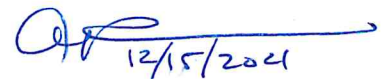
- 2 each TEFC 20hp Motor

2 each Gorman Rupp 6x6 Value Prime Diesel Pump on wheel Kits

1 each EV Dual Technology Odor Control Pump System

Net Price: \$492,219.60

Freight Included

 12/15/2021

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221



**PRECISION PUMP
SYSTEMS**



REPRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 589-19

Page 2

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately 5 weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately 2 weeks after receiving acceptable purchase order.

Quote is valid for 60 days from original date.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Jesse Aguirre
South Texas District Manager

PRECISION PUMP SYSTEMS

M: 956.566.5032
jaguirre@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPE will furnish Insurance Certificate upon request. The above quotation is subject to PPE's standard conditions of sale and any parties acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPE & other parties, unless specifically noted otherwise by PPE in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

P.O. Box 450270, Houston, TX 77245 Tel: 713-783-8530 Fax: 713-783-1221

Self Priming Centrifugal Pump

**Super
T SERIES**

VARIOUS PATENTS APPLY

Model T4A3S-B

Size 4" x 4"



PUMP SPECIFICATIONS

Size: 4" x 4" (101 mm x 101 mm) NPT - Female.

Casing: Gray Iron 30.

Maximum Operating Pressure 86 psi (593 kPa).*

Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.

Handles 3" (76,2 mm) Diameter Spherical Solids.

Impeller Shaft: Alloy Steel 4150.

Shaft Sleeve: Alloy Steel 4130.

Replaceable Wear Plate: Carbon Steel ASTM A36.

Removable Adjustable Cover Plate: Gray Iron 30.

Removable Inspection Cover Plate: Gray Iron 30; 12 lbs. (5,4 kg.).

Flap Valve: Neoprene w/Nylon and Steel Reinforcing.

Seal Plate: Gray Iron 30.

Bearing Housing: Gray Iron 30.

Radial Bearing: Open Single Row Ball.

Thrust Bearing: Open Double Row Ball.

Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.

Flanges: Gray Iron 30.

Gaskets: Buna-N w/Compressed Synthetic Fibers, Vegetable Fiber, PTFE, Cork, and Rubber.

O-Rings: Buna-N.

Hardware: Standard Plated Steel.

Brass Pressure Relief Valve.

Bearing and Seal Cavity Oil Level Sight Gauges.

Optional Equipment: Automatic Air Release Valve. Metal

Bellows Seal. 120V/240V Casing Heater. High Pump

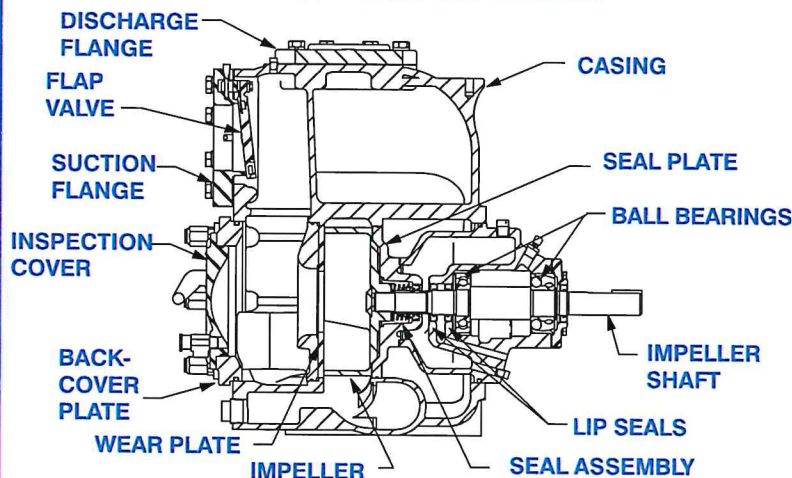
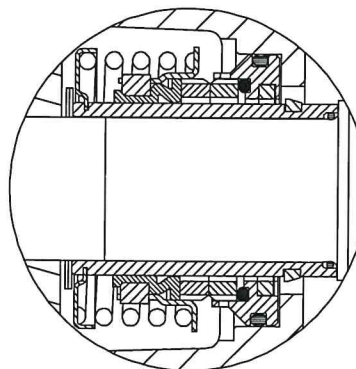
Temperature Shutdown Kit. Gray Iron 30 Suction and

Discharge Spool Flanges:

4" ASA (**Specify Model T4A3S-B /F**).

100 mm DIN 2527 (PN 16) (**Specify Model T4A3S-B /FM**).

**Consult Factory for Applications Exceeding
Maximum Pressure and/or Temperature Indicated.*



SEAL DETAIL

Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning. Tungsten Titanium Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).*



GORMAN-RUPP PUMPS

www.grpumps.com

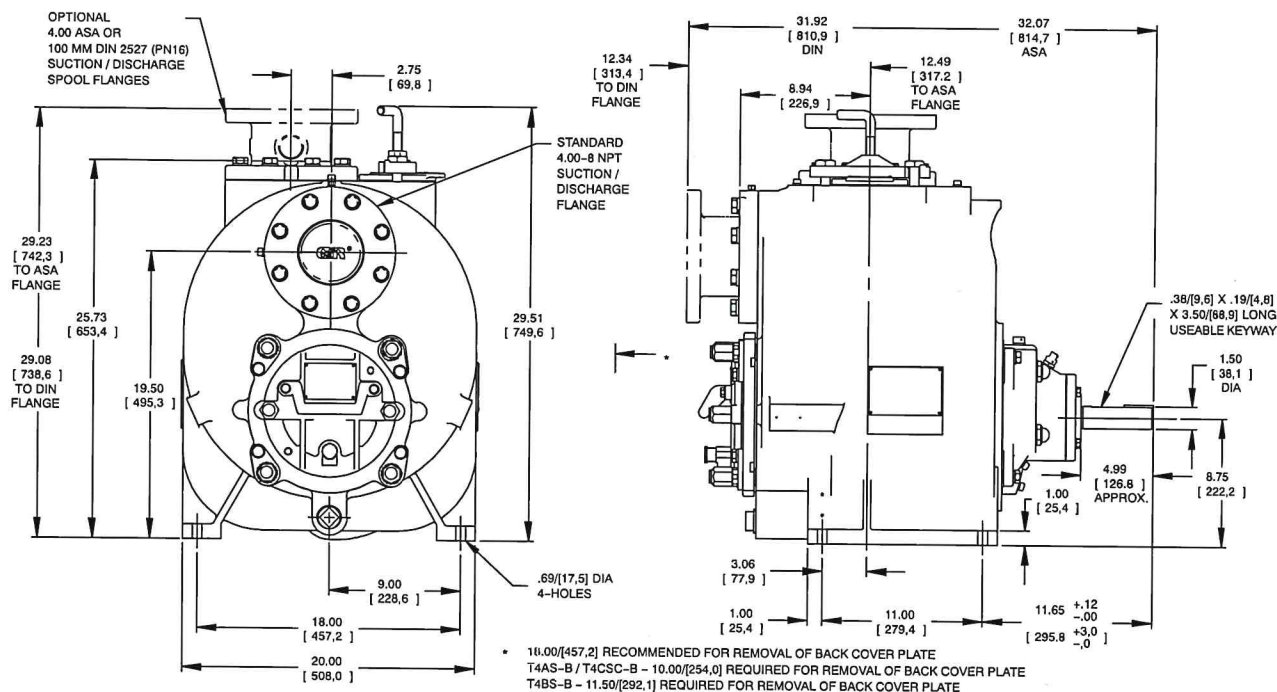
Specifications Subject to Change Without Notice

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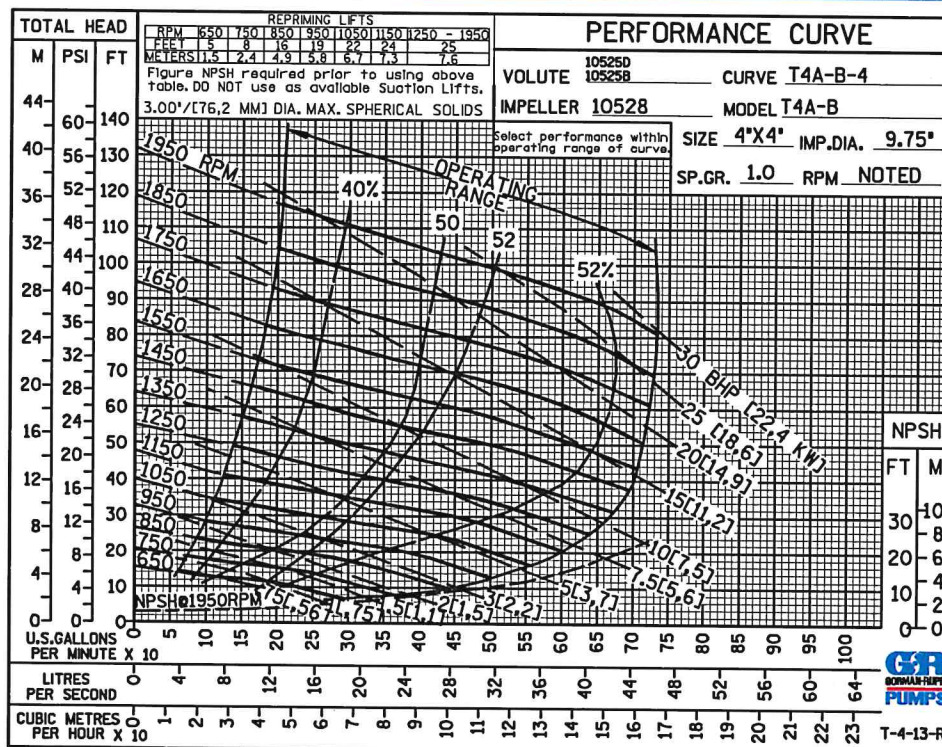
SECTION 55, PAGE 2100

APPROXIMATE DIMENSIONS and WEIGHTS

NET WEIGHT: 575 LBS. (261 KG.)*
SHIPPING WEIGHT: 614 LBS. (279 KG.)*
EXPORT CRATE: 22.7 CU. FT. (0,64 CU. M.)
***ADD 15 LBS. (6,8 KG.) W/EACH SPOOL FLANGE**



NOTE: OPTIONAL ASA OR DIN STANDARD SUCITON & DISCHARGE SPOOL FLANGES AVAILABLE.



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

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B

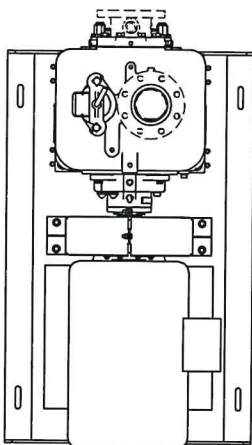
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SHEET
1 OF 1

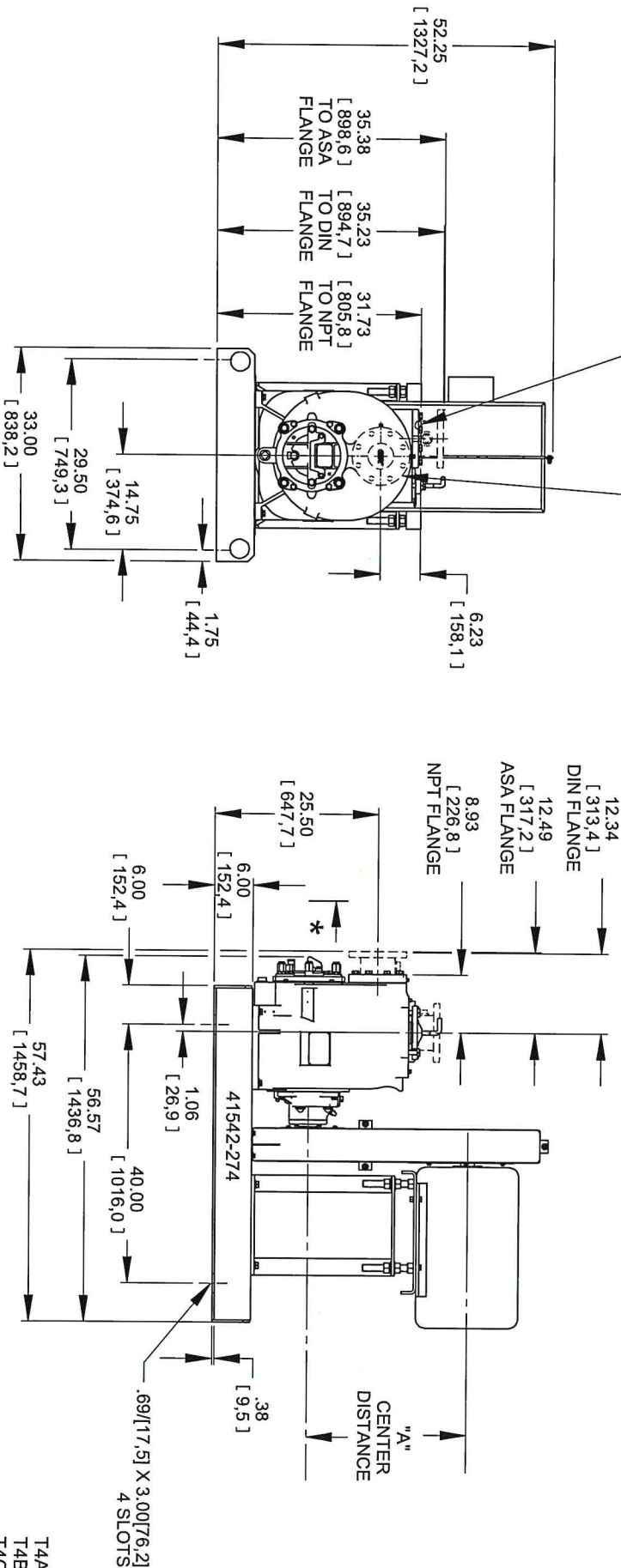
*18.00/1457.21 RECOMMENDED FOR REMOVAL OF BACK COVER PLATE
T4AS-B / T4CSC-B - 10.00/254.0 REQUIRED FOR REMOVAL OF BACK COVER PLATE
T4BS-B - 11.50/292.1 REQUIRED FOR REMOVAL OF BACK COVER PLATE

DISCHARGE:
STANDARD 4.00-8 NPT
OPTIONAL SPOOL FLANGE:
4.00 ASA OR
100 MM DIN 2527 (PN16)

SUCTION:
STANDARD 4.00-8 NPT
OPTIONAL SPOOL FLANGE:
4.00 ASA OR
100 MM DIN 2527 (PN16)



MOTOR FRAME	"A" CENTER DISTANCE
182T - 184T	21.50 [538.5]
213T - 215T	22.25 [565.2]
254T - 256T	23.25 [590.6]
284T - 286T	24.00 [609.6]
324T - 326T	25.00 [635]



DIMENSIONS:
INCHES
[MILLIMETERS]



THE GORMAN-RUPP CO.
MANSFIELD, OHIO ST. THOMAS, ONTARIO

DRAWN BY TAG SCALE 1/16 MODEL NOTED
DATE 5-11-16 REVISED 12-17-19 OUTLINE NUMBER 19264

Self Priming Centrifugal Pump

**Super
T SERIES**
VARIOUS PATENTS APPLY

Model T6A3S-B

Size 6" x 6"



PUMP SPECIFICATIONS

Size: 6" x 6" (152 mm x 152 mm) NPT - Female.

Casing: Gray Iron 30.

Maximum Operating Pressure 79 psi (545 kPa).*

Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.

Handles 3" (76,2 mm) Diameter Spherical Solids.

Impeller Shaft: Alloy Steel 4150.

Shaft Sleeve: Alloy Steel 4130.

Replaceable Wear Plate: Carbon Steel 1026.

Adjustable Back Cover Plate: Gray Iron 30.

Removable Inspection Cover Plate: Gray Iron 30; 20 lbs. (9,1 kg.).

Flap Valve: Neoprene w/Nylon and Steel Reinforcing.

Seal Plate: Gray Iron 30.

Bearing Housing: Gray Iron 30.

Radial Bearing: Open Single Row Ball.

Thrust Bearing: Open Double Row Ball.

Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.

Flanges: Gray Iron 30.

Gaskets: Buna-N, Compressed Synthetic Fibers, PTFE, Vegetable Fiber, Cork, and Rubber.

O-Rings: Buna-N.

Hardware: Standard Plated Steel.

Brass Pressure Relief Valve.

Bearing and Seal Cavity Oil Level Sight Gauges.

Optional Equipment: Automatic Air Release Valve.

Metal Bellows Seal. 120V/240V Casing Heater. High Pump

Temperature Shutdown Kit. G-R Hard Iron Casing.

Gray Iron 30 Suction and Discharge Spool Flanges:

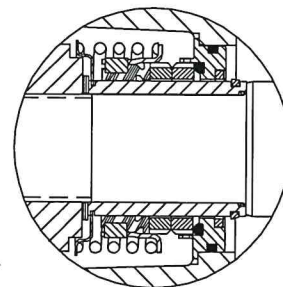
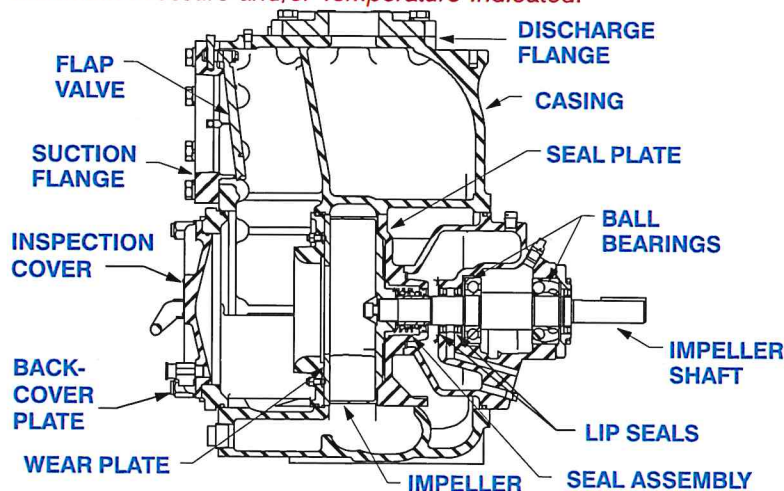
6" ASA (Specify Model T6A3S-B /F).

150 mm DIN 2527 (PN16) (Specify Model T6A3S-B /FM).

**Consult Factory for Applications Exceeding
Maximum Pressure and/or Temperature Indicated.*



Shown with Optional Suction and Discharge Spool Flanges (Available in ASA or DIN Standard Sizes).



SEAL DETAIL

Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning. Tungsten Titanium Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).*



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.

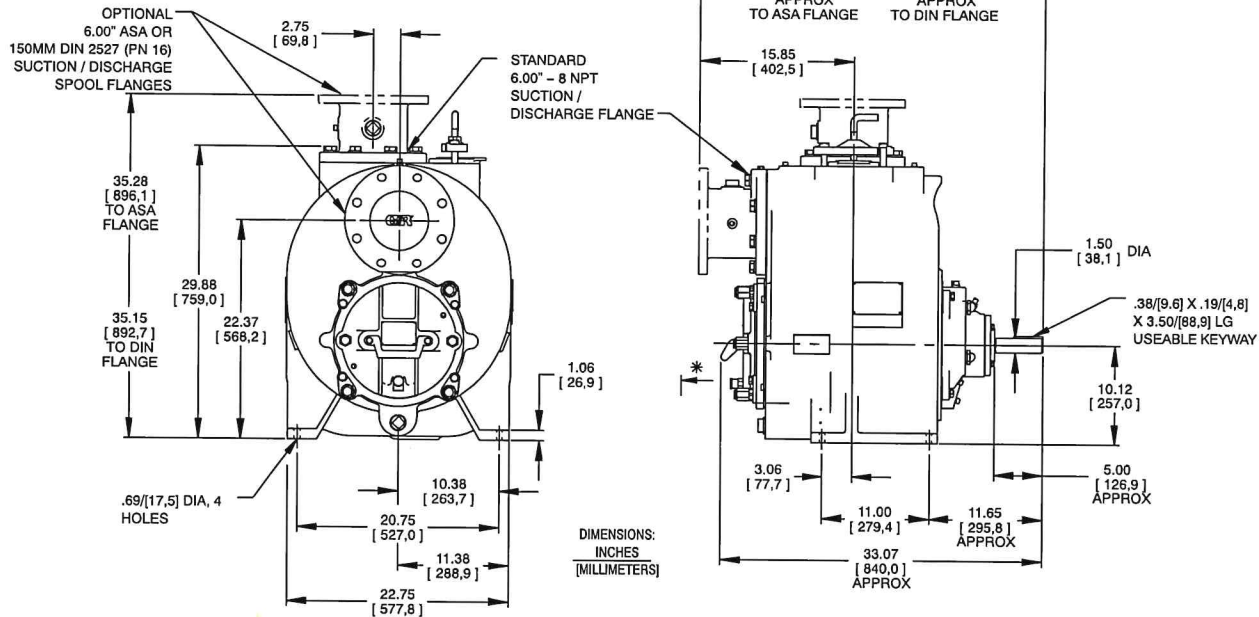
Specification Data

SECTION 55, PAGE 2200

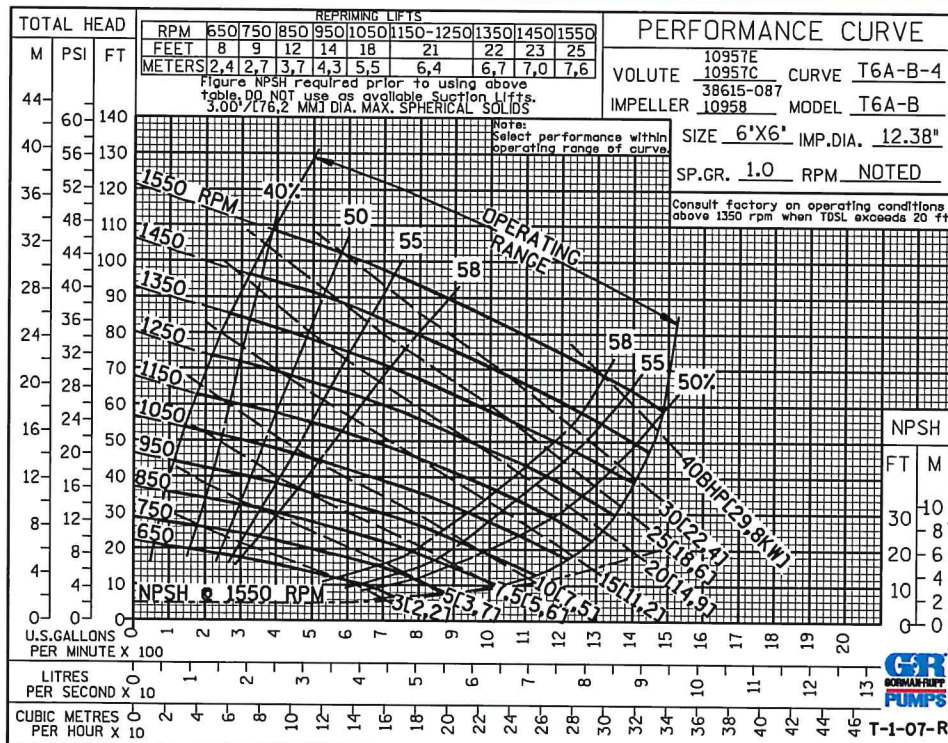
APPROXIMATE DIMENSIONS and WEIGHTS

NET WEIGHT: 855 LBS. (388 KG.)*
SHIPPING WEIGHT: 910 LBS. (413 KG.)*
EXPORT CRATE: 32.5 CU. FT. (0,92 CU. M.)
*ADD 25 LBS. (11,3 KG.) W/EACH SPOOL FLANGE

- 18.00/[457,2] RECOMMENDED FOR REMOVAL OF BACK COVER PLATE
- T6AS-B /FM / T6CSC-B /FM - 11.00/[279,4] REQUIRED FOR REMOVAL OF BACK COVER PLATE
- T6BS-B /FM - 12.00/[304,8] REQUIRED FOR REMOVAL OF BACK COVER PLATE



OPTIONAL ASA OR DIN STANDARD SUCTION & DISCHARGE SPOOL FLANGES AVAILABLE



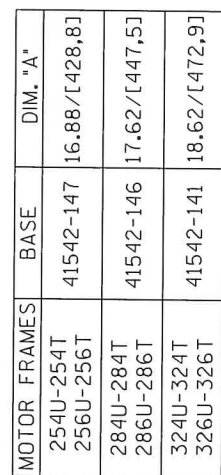
GORMAN-RUPP PUMPS

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Printed in U.S.A.

17380



DIMENSIONS:
INCHES
[MILLIMETERS]

 THE GORMAN-RUPP CO. MANSFIELD, OHIO	DRAWN BY SS	SCALE 3/32	MODEL	T6AS-B / F
	DATE 7-15-02	REVISED 7-2-07	OUTLINE NUMBER	17380

Priming Assisted Centrifugal Pump w/Autostart

Model VPA6A60C-4LE2T FT4

ValuPrime®

Size 6" x 6"



Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance			
P.S.I.	Feet				
41.2	95	390	390	390	390
39.0	90	450	570	570	570
34.7	80	530	700	830	900
30.3	70	615	805	975	1110
26.0	60	690	900	1100	1245
21.7	50	760	1000	1175	1375
17.3	40	830	1080	1250	1485
13.0	30	870	1130	1320	1595
8.7	20	910	1185	1390	1650
Suction Lift		20'	15'	10'	5'

PUMP SPECIFICATIONS

Size: 6" x 6" (152 mm x 152 mm) Flanged.

Casing: Gray Iron 30.

Maximum Operating Pressure 62 psi (428 kPa).

Maximum Temperature of Liquid Pumped 160°F (71°C).*

Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.

Handles 3" (76.2 mm) Diameter Spherical Solids.

Impeller Shaft: Alloy Steel 4150.

Replaceable Wear Plate: Carbon Steel ASTM A36.

Bearing Housing: Gray Iron 30.

Seal Plate: Gray Iron 30.

Seal: Type 31, Mechanical, Oil-Lubricated. Silicon Carbide Rotating and Stationary Faces. Nitrile Elastomers. Stainless Steel 18-8 Cage and Spring.

Shaft Sleeve: Alloy Steel 4130.

Priming Chamber: Gray Iron 30 Housing w/Stainless Steel Float and Linkage.

Discharge Check Valve: Ductile Iron Housing w/Buna-N Flapper.

Bearings: Permanently Lubricated Single Row Ball.

Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.

Gaskets: Red Rubber.

O-Rings: Buna-N.

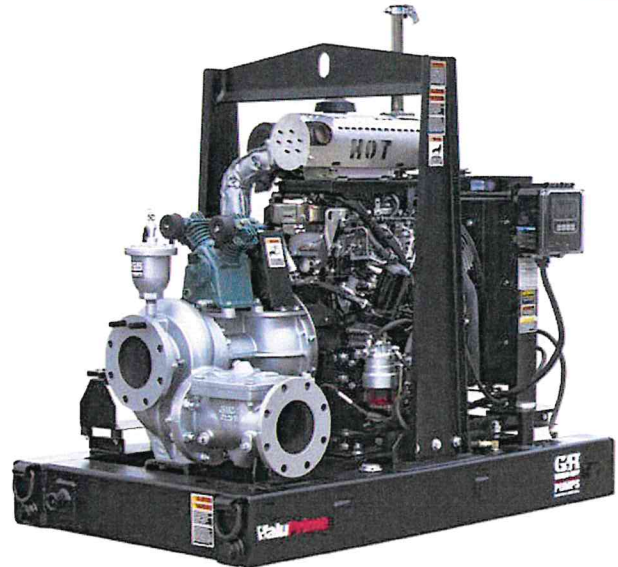
Hardware: Standard Plated Steel.

*Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

Standard Equipment: Belt-Driven Air Compressor. Hoisting Bail. Combination Skid Base w/Fuel Tank. Strainer. Standard Auto-start Control Panel Single Ball Type Float Switch.**

Optional Equipment: Battery. Skid Drag Base Kit. High Speed (55 MPH/89 KM/H) Single Axle Pneumatic-Tired Wheel Kit w/ DOT-Approved Lights and Electric Brakes.

**50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.



WARNING!

Do not use in explosive atmosphere or for pumping volatile flammable liquids.

ENGINE SPECIFICATIONS

Model: Isuzu 4LE2T.

EPA Tier: Final Tier 4.

Type: Four Cylinder, Turbocharged Diesel Engine.

Displacement: 134 Cu. In. (2.2 Liters).

Lubrication: Forced Circulation.

Governor: Electronic.

Air Cleaner: Dry Type.

Fuel Tank: 34 U.S. Gals. (128.7 Liters).

Full Load Operating Time: 20.6 Hrs.

Starter: 12V Electric.

Standard Features: Muffler w/Weather Cap.

DOC Exhaust After-Treatment System.

Optional: Electronic Fuel Level Sensor.

Engine Control Features: Padlockable Box with Throttle Control, Tachometer, Coolant Temperature, Oil Pressure, Voltage and Overstart Indicators/Shut-downs. Manual/Stop/Auto Keyswitch. Audible Startup Warning Delay. Fuel Level Display/Alarm/Shutdown (For Use With Optional Fuel Level Sensor).

ISUZU PUBLISHED PERFORMANCE:

Maximum Gross Continuous BHP

48 (35.8 kW) @ 2400 RPM



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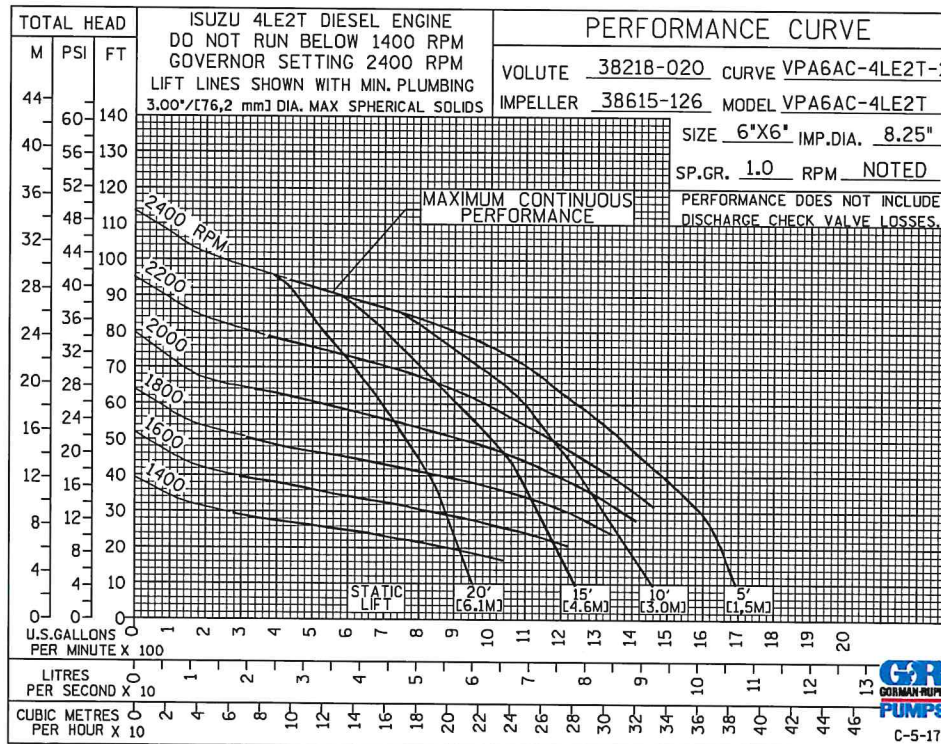
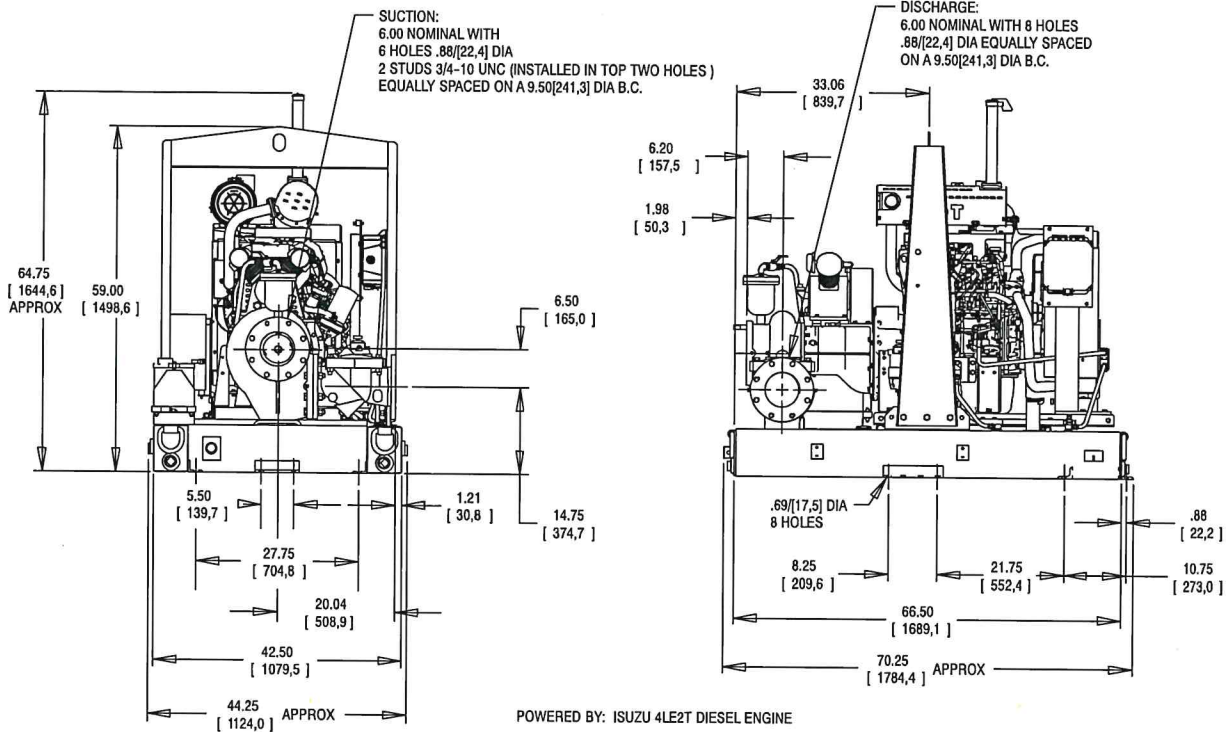
Specification Data

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APPROXIMATE
DIMENSIONS and WEIGHTS

SKID BASE

NET WEIGHT: 1820 LBS. (825,5 KG.)
SHIPPING WEIGHT: 2070 LBS. (939,0 KG.)
EXPORT CRATE SIZE: 133.6 CU. FT. (3,8 CU. M.)



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Self Priming Centrifugal Pump

**Super
T SERIES**

VARIOUS PATENTS APPLY

Model T8A3S-B

Size 8" x 8"



PUMP SPECIFICATIONS

Size: 8" (203 mm) ASA Flanged Suction x 8" (203 mm)

NPT Female Discharge.

Casing: Gray Iron 30.

Maximum Operating Pressure 83 psi (572 kPa).*

Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.

Handles 3" (76,2 mm) Diameter Spherical Solids.

Impeller Shaft: Alloy Steel 4150.

Shaft Sleeve: Alloy Steel 4130.

Replaceable Wear Plate: Gray Iron 30.

Removable Adjustable Cover Plate: Gray Iron 30.

Removable Inspection Cover Plate: Gray Iron 30; 20 lbs. (9,1 kg.).

Flap Valve: Neoprene w/Nylon and Steel Reinforcing.

Seal Plate: Gray Iron 30.

Radial and Thrust Bearings: Open Double Row Ball.

Bearing Housing: Gray Iron 30.

Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.

Flanges: Gray Iron 30.

Gaskets: Buna-N, Compressed Synthetic Fibers, PTFE,

Cork and Rubber.

O-Rings: Buna-N.

Hardware: Standard Plated Steel.

Brass Pressure Relief Valve.

Bearing and Seal Cavity Oil Level Sight Gauges.

Optional Equipment: Metal Bellows Seal. Automatic Air Release

Valve. High Pump Temperature Shutdown Kit. 120V/240V

Casing Heater.

Gray Iron 30 Spool Flanges:

8" ASA Discharge (**Specify Model T8A3S-B /F**).

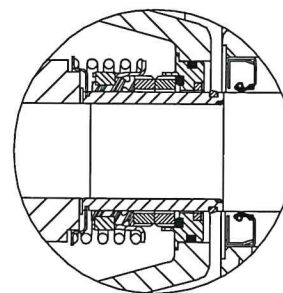
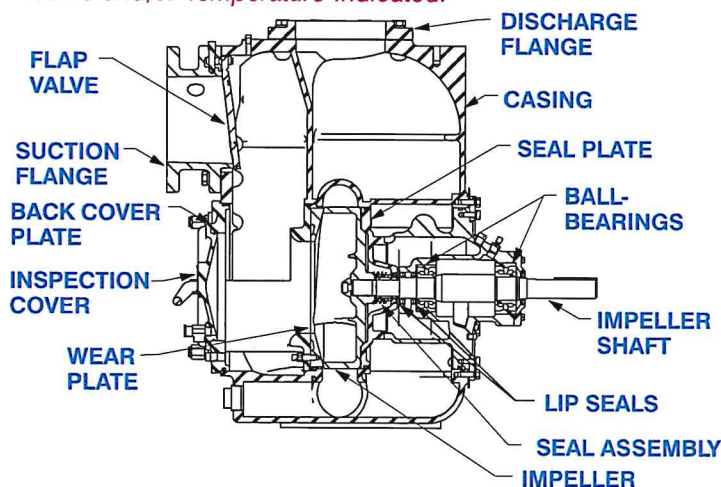
200 mm DIN 2527 (PN 16) Suction and Discharge

(**Specify Model T8A3S-B /FM**).

**Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.*



Shown with Optional Discharge Spool Flange (Available in ASA or DIN Standard Sizes).



SEAL DETAIL

Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning. Tungsten Titanium Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).*



GORMAN-RUPP PUMPS

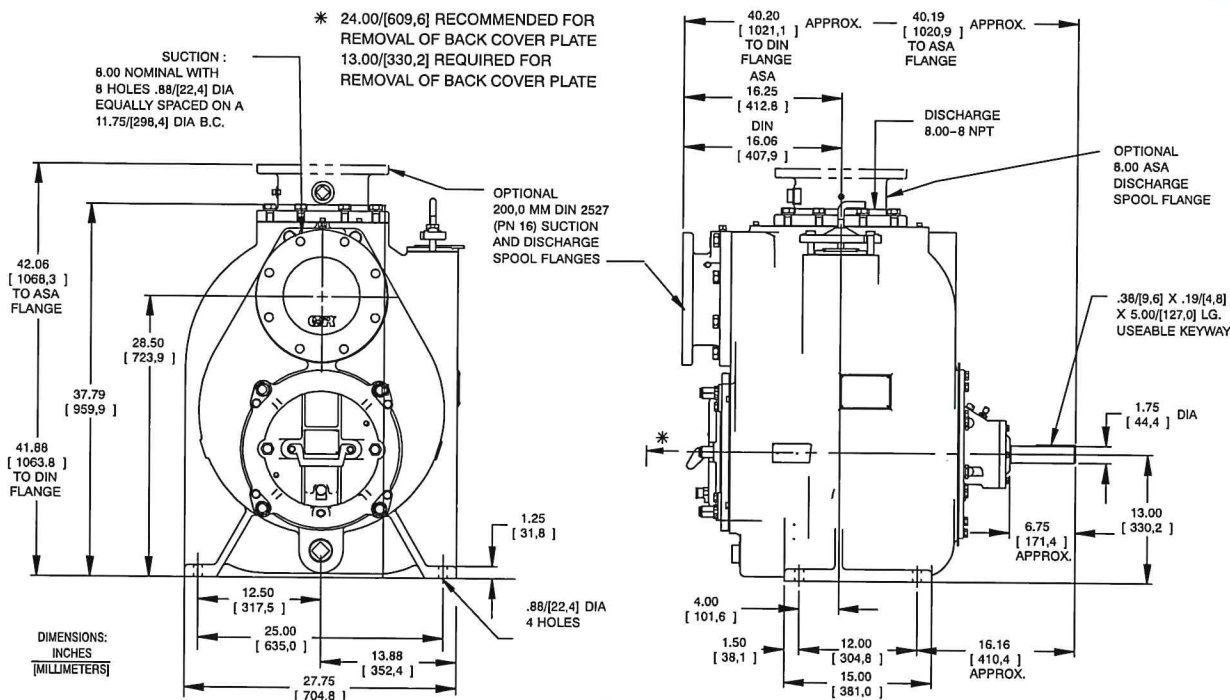
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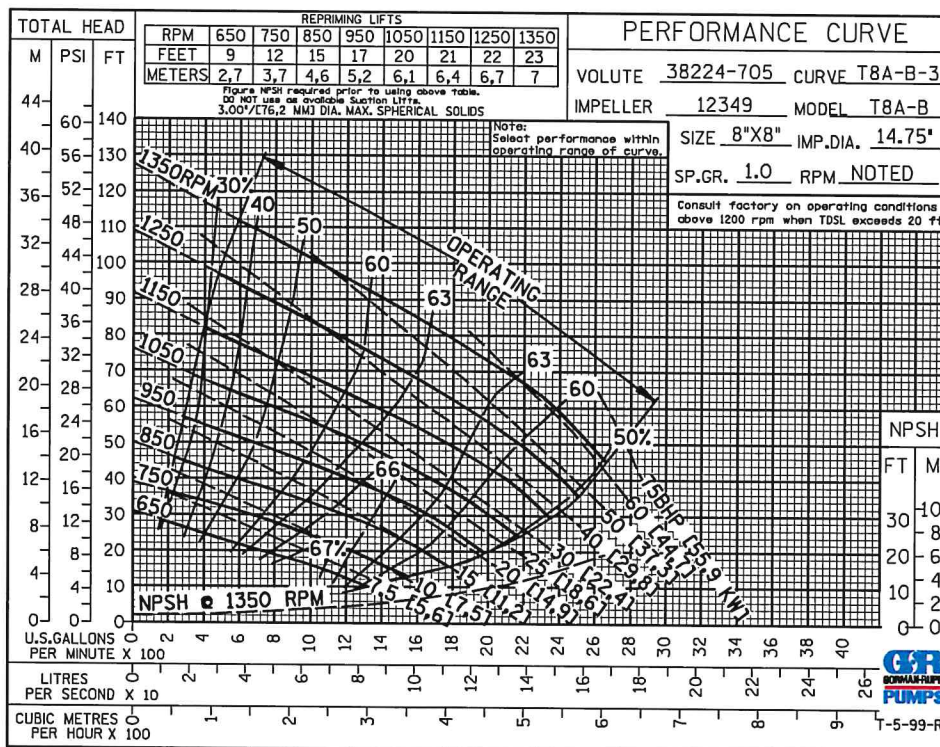
Printed in U.S.A.

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NET WEIGHT: 1295 LBS. (587 KG.)*
SHIPPING WEIGHT: 1399 LBS. (635 KG.)*
EXPORT CRATE: 47.9 CU. FT. (1,36 CU. M.)
***ADD 35 LBS. (15,9 KG.) ^W/EACH SPOOL FLANGE**



OPTIONAL ASA OR DIN STANDARD SPOOL FLANGES AVAILABLE



GORMAN-RUPP PUMPS

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SECTION 23 34 00 – FRP CENTRIFUGAL FAN

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes single-width, single-inlet (SWSI) Fiberglass reinforced plastic (FRP) centrifugal fan.

1.2 REFERENCE STANDARDS

- A. American Bearing Manufacturers Association (ABMA): www.americanbearings.org:
 - 1. ABMA 9 – Load Ratings and Fatigue Life for Ball Bearings
- B. Air Movement and Control Association International, Inc. (AMCA): www.amca.org:
 - 1. AMCA Standard 204 - Balance Quality and Vibration Levels for Fans
 - 2. AMCA Standard 210 / ASHRAE 51 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating
 - 3. AMCA Publication 211 - Certified Ratings Program - Product Rating Manual for Fan Air Performance
 - 4. AMCA Standard 300 - Reverberant Room Method for Sound Testing of Fans
 - 5. AMCA Publication 311 - Certified Ratings Program - Product Rating Manual for Fan Sound Performance
- C. National Electrical Manufacturers Association (NEMA): www.nema.org
 - 1. NEMA MG 1 – Motors and Generators
- D. National Fire Protection Association (NFPA): www.nfpa.org:
 - 1. NFPA 70 - National Electric Code
- E. ASTM International (ASTM): www.astm.org
 - 1. D4167 – Standard Specification for Fiber-Reinforced Plastic Fans and Blowers

2. E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 ACTION SUBMITTALS

- A. Product Data: Includes the following:
 1. Rated capacities and operating characteristics.
 2. Fan Performance Data: Fan performance curves with flow, static pressure and horsepower.
 3. Fan sound power level data at design operating point
 4. Motor ratings and electrical characteristics.
 5. Furnished specialty components.
 6. Specified accessories.

Specifier: Specify document names if necessary

1.4 INFORMATIONAL SUBMITTALS

- A. Quality control reports

1.5 FIELD CONDITIONS

- A. Handling and Storage: Handle and store fan units in accordance with manufacturer's published instructions. Examine units upon delivery for damage. Store units protected from weather.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to furnish replacement components for fan units that demonstrate defects in workmanship or materials under normal use within warranty period specified.
 1. Warranty Period: 12 months from startup or 24 months from shipment by manufacturer, whichever first occurs.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: TEXEL-SEIKOW U.S.A., Inc., Houston TX; (713) 683-1505

E-mail: info@texelseikowusa.com, Website: texelseikow.com

2.2 PERFORMANCE REQUIREMENTS

Specifier: Select elevation type in following sub paragraphs

- A. Fan Performance Ratings: [Project site elevation- based] [Sea level-based].

2.3 CENTRIFUGAL BACKWARD CURVED FANS

- A. Description: FRP Centrifugal Backward Inclined Fan: Single-width, single-inlet, centrifugal fan

1. Basis of Design Product: **TEXEL-SEIKOW U.S.A., Inc. FTF Model**

- B. Fan Capacities: Refer to drawing schedule.

Specifier: Select resin type in following sub paragraphs as required by Drawing Schedule

- C. Fan Wheel: [Vinyl ester resin]

1. Materials of Construction: Manufacturer's standard, based on wheel size and pressure class.
2. Statically and dynamically balance wheel.
3. Minimum Balance Quality Grade: G6.3, in accordance with AMCA Standard 204.

- D. Bearings

1. Oil lubricated bath bearing type
2. Oil level indicator installed on the side of the oil bath housing
3. Minimum Average Bearing Life: ABMA L-10 = 100,000 hours at the maximum fan operating speed.

Specifier: Select resin type in following sub paragraphs as required by Drawing Schedule

- E. Housing: [Vinyl ester resin]

Specifier: Retain and select the following paragraphs as required by Drawing Schedule

1. Drain: [3/4-inch NPT with plug]
2. Provide [Punched] flanges for making connections to ductwork.

Specifier: Arrangement 1, Belt driven type is standard for FTF model. Consult TEXEL-SEIKOW U.S.A., Inc. for other drive options.

- E. Drives:

1. Type: Belt driven
2. Arrangement 1
3. Drive Components: V-belt drive, rated for minimum 150 percent of motor nameplate horsepower, with machined, cast-iron pulleys, and heat resistant, oil resistant, static-free V-belts.
4. Belt Guard: FRP, ventilated, OSHA compliant with a quick access port.
5. Shaft Guard: FRP, OSHA compliant

- F. Motors: Comply with NEMA MG-1 for design, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 section "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
2. Motor Speed: Based upon performance requirements and application.

Specifier: Select motor electrical data in following subparagraphs, or show this data on the drawing fan schedule.

3. Electrical Data:
 - a. Voltage: [115] [208] [230] [460] [575] [_____] V; [1] [3] phase; 60 Hz.

Specifier: Change motor enclosure when needed.

4. Enclosure Type: Totally Enclosed Fan Cooled (TEFC)
5. Provide motors that comply with the Energy Independence and Security Act of 2007 (EISA).

For motors controlled by VFDs, retain following subparagraph.

6. When required, provide premium efficiency motor, suitable for inverter duty, for motors controlled by Variable Frequency Drive (VFD).

Specifier: Retain paragraph and subparagraph below when isolation is required, and coordinate options with project design.

G. Interior Access:

1. Design fan to allow for wheel removal through fan inlet opening.

Specifier: Paragraph 2 below represents standard construction features for FTF 153, 203, 253 models

2. Removal suction cone: Provide removal suction cone to allow total access to interior of fan wheel for maintenance duty.

H. Skid

1. Provide epoxy coated carbon steel skid for corrosion resistance against outside or severe environment use.

2. Specifier: Accessories listed below are optional items for FTF model. Consult TEXEL-SEIKOW USA for recommended options.

I. Accessories (Optional):

1. Dampers: FRP Round or rectangular dampers
2. Companion flanges: PVC, with pre-punched bolt holes
3. Flexible joints: Soft PVC tube and PVC flange with pre-punched bolt holes.

4. Graphite coating: Air stream surfaces are coated with graphite coating with grounding cables.
5. High temperature construction packages for to 250 deg. F

2.4 SOURCE QUALITY CONTROL

- A. Factory Run Test: Statically and dynamically balance each wheel in accordance with AMCA Standard 204 "Balance Quality and Vibration Levels for Fans" to Fan Application Category BV-3, Balance Quality Grade G6.3. Test run assembled fan units prior to shipment at specified operating speed or maximum RPM allowed.

2.5 EXAMINATION

- A. Examine fans to notify manufacture and engineers regarding conditions that may adversely affect installation, operation, or maintenance of fans. Proceed with installation once conditions are in accordance with manufacturer's published instructions.

2.6 PROTECTION

- A. Protect adjacent construction and finished surfaces during installation and testing.
- B. Except for operational testing, do not operate fan during construction.

2.7 INSTALLATION

- A. Install fans in accordance with Contract documents and manufacturer's published instructions.
- B. Install fan units with adequate clearances for service and maintenance.
- C. Electrical Connections: Connect wiring in accordance with NFPA 70 and Division 26 section "Low-Voltage Electrical Power Conductors and Cables."
 1. Ground and bond equipment according to Division 26 section "Grounding and Bonding for Electrical Systems."

- D. Equipment Identification: Label units according to Division 23 section "Identification for HVAC Piping and Equipment."

2.8 FIELD QUALITY CONTROL

Specifier: Select option in paragraph below to define the party responsible for final tests and inspections to be performed.

- A. [Owner will retain] [Contractor shall retain] qualified testing agency to perform field tests and inspections.

Retain first paragraph below to describe tests and inspections to be performed.

- B. Tests and Inspections:

1. Verify that unit is secured to supports, and that duct and electrical connections are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
2. Verify that cleaning and adjusting is complete.

Specifier: Retain option in following paragraph for belt driven units. Otherwise, delete option.

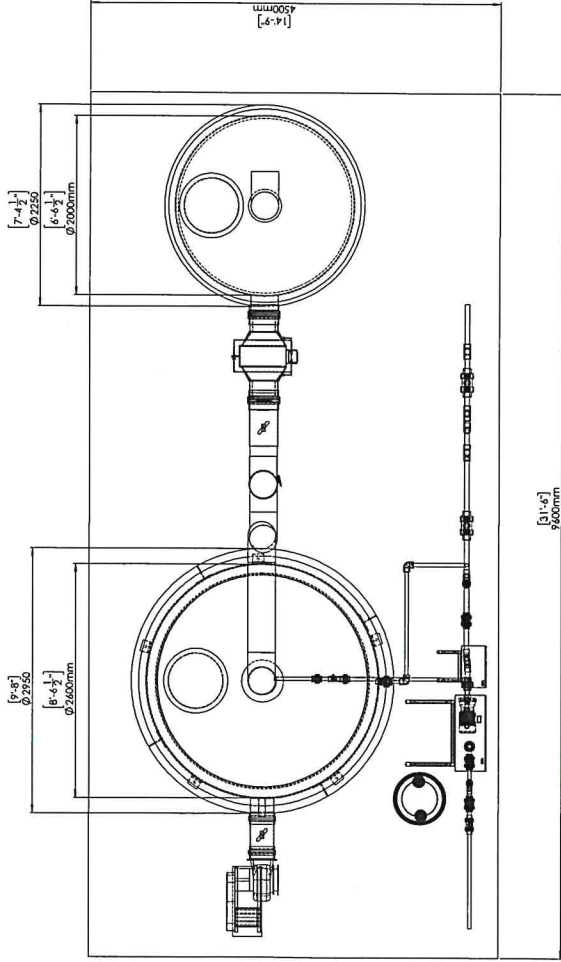
3. [Disconnect fan belt drive from motor.] Verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
 4. Verify that manual and automatic volume control, fire and smoke dampers in connected ductwork systems are in fully open position.
 5. Disable automatic temperature-control actuators, energize motor, adjust fan to indicated rpm, and measure and record motor voltage and amperage.
 6. Shut unit down and reconnect automatic temperature-control actuators.
 7. Remove and replace malfunctioning units and retest as specified above.
- C. Test and adjust controls for safety. Replace damaged and malfunctioning controls and equipment.
- D. Submit test and inspection reports.

2.9 ADJUSTING AND CLEANING

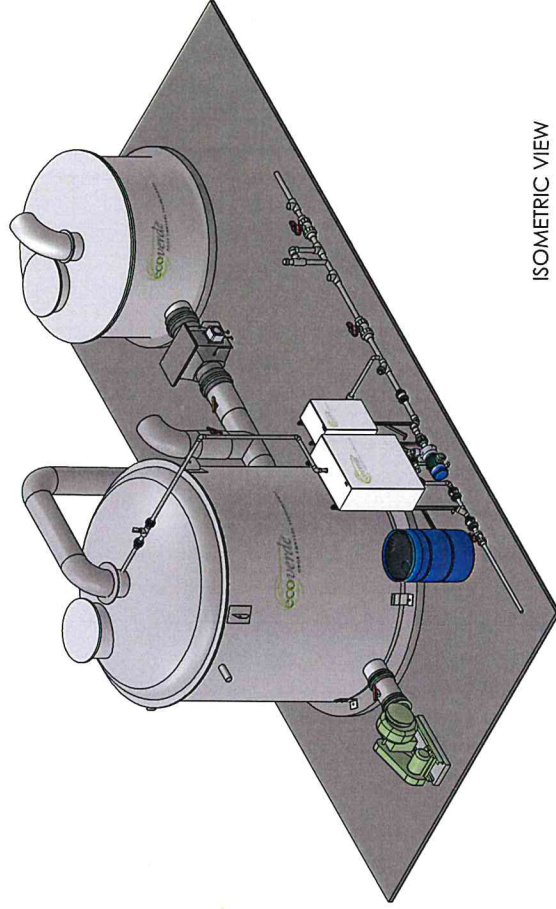
- A. Adjust, clean, and maintain installed fan units in accordance with manufacturer's published instructions.

END OF SECTION

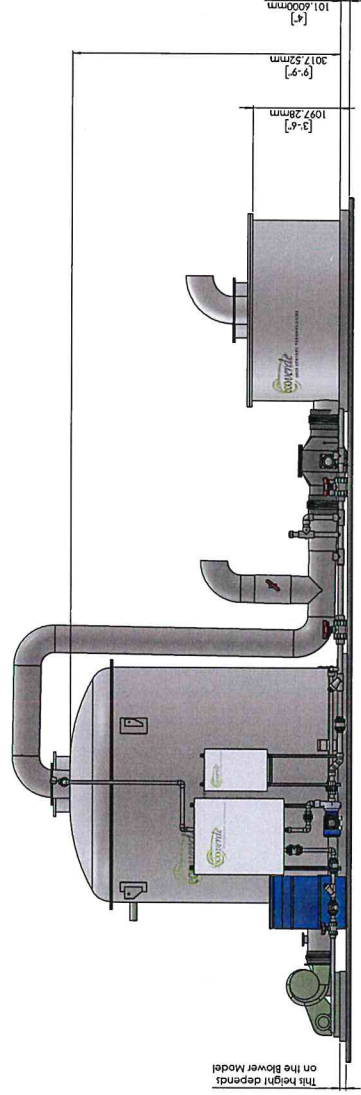
DRAFT



TOP VIEW



ISOMETRIC VIEW



FRONT VIEW

PROPOSED GENERAL ARRANGEMENT ODOR CONTROL SYSTEM, NOT FOR CONSTRUCTION

DESCRIPTION	DATE	APPR.	DESIGNED BY:	D.T.
FOR APPROVAL	12/28/19	L.U.	DRAWN BY:	D.T.
			CHECKED BY:	L.U.
			QTY:	1 FC
			SCALE:	1:25

"A"

DESCRIPTION:
GENERAL ARRANGEMENT
ODOR CONTROL SYSTEM

LOCATION:

PROJECT NAME:

PUMP SYSTEMS CITY OF PHAR

PROJECT NO.

N/A

IDENTIFICATION:

EG-B+ EG-R

DRAWING NO.

N/A

SHEET 1 of 1

MARK

"A"



SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM

PART 1 – GENERAL

1.01 SCOPE

- A. The Manufacturer shall remove and dispose of all existing equipment, furnish complete, tested and operating odor control system as shown on the drawings and as specified herein. The work to be performed in this section shall consist of furnishing all labor, materials, equipment and incidentals necessary to install and test the odor control system, in place complete with all appurtenances.
- The dual-stage odor control system consists of a biotrickling filter system utilizing a structured synthetic media with an automated water and nutrient injection spray system, a carbon polisher consisting of a media blend, foul air fan, ductwork, dampers and any other required equipment and appurtenances to provide a complete and functioning system.
- The system shall be provided with a water recirculation system that is used to establish the biological growth on the media during startup or as necessary for proper operation.

1.02 SYSTEM DESCRIPTION

- A. The odor control system shall remove hydrogen sulfide, organic reduced sulfur compounds (RSC) and other odorous compounds from the foul air stream. The hydrogen sulfide shall be oxidized by autotrophic bacteria, and heterotrophic bacteria shall oxidize other organic odorous compounds. The synthetic media shall be intermittently irrigated using potable or secondary (non-chlorinated) effluent water and a sump shall be provided to collect the drain water at the bottom of the reactor vessel before being either sent to waste and/or recirculated. The drain water shall drain off to a designated site drain location.
- B. The biological treatment stage shall utilize a structured high surface area biomedica to facilitate the bio treatment of odorous compounds. This media should be designed not to compact or plug for a period of 15 years. The biological treatment shall operate with an independently controlled irrigation system to maintain optimum wetted conditions to support unique microbial growth for biological destruction of the odorous compounds and removal of toxic metabolites. Systems using any type of proprietary, organic or any type of random packed media shall not be acceptable.
- C. The system shall comprise the following major components:
1. Single or multi-stage biotrickling filter vessel. The FRP vessel shall be comprised of at least one main module and one top piece. The unit may contain additional modules as the design conditions require. Each media module shall house the structured synthetic media in series and contain a single water/nutrient injection spray system.

SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM

2. Non-proprietary Structured, engineered, synthetic plastic media to optimize mass transfer and facilitate the growth of bacteria necessary for biological oxidation of odorous compounds. The media bed shall be uniform and structured throughout and made entirely of a plastic, synthetic, nonreactive material.
3. An electric control panel housing a single programmable logic controller (PLC) system with Human Machine Interface (HMI) and other components required for the control and monitoring of the system.
4. A water panel that houses all components necessary for the control and monitoring of the media irrigation system including an automatic flow control system.
5. Odor control fan to move the odorous air from the source and be able to compensate for all pressure losses at the design airflow.
6. A polishing stage to house activated carbon media for adsorption of any residual odorous compounds. The FRP vessel shall be fabricated with the same specifications as the biotrickling filter. The polishing stage shall provide >5.5 seconds of EBRT and the velocity across the media shall be <35 fpm.

1.03 SUBMITTALS

- A. Shop Drawings: The manufacturer shall submit shop drawings for acceptance of the odor control system. Include sufficient data to show that equipment conforms to the drawings and specification requirements as indicated herein and in related sections. Submit in accordance with section XXXXX. Submittal shall be a single, complete package including the following:
1. Drawings of system showing assemblies, arrangements, piping, electrical, mounting details, equipment outline dimensions, fittings sizes, and location, motor data, operating weights of all equipment and sufficient information to allow Client to check clearances, connections, and conformance with the specifications.
 2. Manufacturer's catalog data and operating literature on equipment used. Specifications, performance data and calibration curves for fan and auxiliary components.
 3. Materials of construction of all equipment.
 4. Layout of nutrient system, control panels, pumps, ductwork, fan, stack and other equipment used.
 5. Schematic and process and instrument diagram drawings to include itemized components, piping, valves, flow rates, pump and fan horsepower, pressures, control panels and equipment names.
 6. Control and power wiring diagrams.
 7. 1 ft³ minimum media sample.
 8. Selected manufacturer shall provide photographic instructions on the installation and removal of the media.

SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM

9. Manuals: Furnish manufacturer's installation, operation and maintenance manuals, bulletins and spare parts lists.
10. Certifications: Qualifications cited herein.
11. Test Reports:
 - a. Factory Acceptance Testing on fiberglass vessels
 - b. Performance test reports
12. Calculations:
 - a. Submit utility and nutrient use calculations
13. Miscellaneous:
 - a. Qualifications and installation reference list if not a pre-approved manufacturer.
 - b. Certificate of Warranty

1.04 QUALITY ASSURANCE

- A. All equipment furnished under this specification shall be new and unused and shall be the standard product of manufacturers having a successful record of operation, manufacturing, and servicing similar equipment and systems. The odor control shall be as manufactured by EcoVerde, LLC or a pre-approved equal.
- B. Any proposed non-specified manufacturers shall demonstrate to the satisfaction of the ENGINEER that the quality of their equipment and services is equal to that made by those manufacturers specifically named herein. To be an approved equal, the system supplier shall have a complete ongoing service capability with factory personnel within a 50 mile radius from the jobsite. The service center shall be able to provide the services as described in section 3.05 at no additional cost.
- C. Pre-approval submittal:

Each supplier submitting an alternate to the equipment defined herein shall provide the following submittals 10 days prior to the established bid date. Failure to provide a complete and thorough submittal package shall render their pre-approval request non-responsive and will not be considered. A blanket statement that the equipment proposed will meet all requirements will not be sufficient to establish equivalence to the specified manufacturer(s). If requested by the ENGINEER, the supplier must be prepared to demonstrate a unit similar to the one proposed. The following information is required:

 1. Media samples no smaller than 20 cubic inches of each type
 2. A complete set of drawings clearly showing how the proposed system will fit on the site.
 3. A reference list of no less than five (5) installations of the type and size of system proposed located no further than 200 miles. The list shall include the following information: Owner name and accurate contact information, placed in service date, and design conditions including air flow rates and H₂S loadings. Provide graphical

SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM

performance data from a third party to demonstrate H₂S performance from a minimum of 3 systems.

4. A complete summary of operating costs shall be provided. At a minimum the following information shall be provided:
 - a. Annual electrical operating cost. Show calculations and use \$0.08/kW/hr
 - b. Media replacement costs
 - c. Nutrient cost per year
5. A copy of the performance guarantee and the warranty.
6. Provide information on service center and personnel and evidence to thoroughly demonstrate to the satisfaction of the engineer, 2 weeks prior to bid due date, that their equipment is equal to that made by those manufacturers specifically named herein.
- D. Inspection and Testing Requirements: The Client reserves the right to refuse delivery of any or all pieces of equipment found, upon inspection, to have any defects in workmanship or materials.
- E. Upon completion of the installation each piece of equipment in each system shall be tested for satisfactory operation without excessive noise, vibration, overheating, etc. Compliance shall be based on equipment manufacturer specifications and all applicable codes and standards. All equipment must be adjusted and checked for misalignment, clearances, supports and adherence to safety standards.
- F. The contractor shall be responsible for the successful startup and testing of each odor control system. The manufacturer shall provide supervisory assistance, instrumentation and testing services required during this phase of the work.

1.05 WARRANTY

- A. Manufacturer shall warranty the entire system, both in material and workmanship for a period of eighteen months (18) months from the date of final acceptance.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be repaired or replaced and the complete system restored to service at no expense to the Owner.
- C. The biological media, on which the biological culture is grown, shall be guaranteed for 15 years from the date of delivery.

SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM

1.06 EQUIPMENT GUARANTEE CERTIFICATION FORM

- A. In addition to submitting shop drawings for the biological odor control system, the Contractor shall obtain and submit to the Engineer and Owner certification from the odor control system manufacturer that the system meets the requirements of the intended application and contract specifications. This certification shall be provided by way of the Equipment Guarantee Certification Form included herewith.

DRAFT

SECTION 1XXXX

BIOTRICKLING ODOR CONTROL SYSTEM
EQUIPMENT GUARANTEE CERTIFICATION FORM

Reference: **XXXXXXXX**
XXXXXXXX, Arizona

THE UNDERSIGNED HEREBY ATTESTS THAT HE/SHE HAS EXAMINED ALL APPLICABLE CONTRACT DRAWINGS AND SPECIFICATIONS, AND CERTIFIES THAT THE EQUIPMENT THAT HE/SHE PROPOSES TO FURNISH AND DELIVER MEETS OR EXCEEDS CONTRACT SPECIFICATIONS, IS SUITABLE FOR THE INTENDED PURPOSE STATED IN SPECIFICATION SECTION **XXXXXX**, IS SUITABLE FOR INSTALLATION AS PRESENTED IN THE CONTRACT DRAWINGS AND SPECIFICATIONS, AND WILL PROVIDE SATISFACTORY PERFORMANCE AT THE DESIGN CRITERIA SPECIFIED. THIS GUARANTEE OF SUITABILITY FOR INTENDED PURPOSE IS IN ADDITION TO AND SHALL NOT BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED.

EQUIPMENT: **BIOLOGICAL ODOR CONTROL SYSTEM**

MANUFACTURER: _____

Address: _____

By: _____
(Typed Name and Title)

_____/s/_____
(Signature) (Date)

(SEAL)

Equipment Guarantee Certification must be signed by a Principal Person (President, Vice-President, etc.) of the equipment manufacturer. In the event the manufacturer is not the Supplier then a Principal Person of the Supplier must also sign this form.

SUPPLIER: _____

Address: _____

By: _____
(Typed Name and Title)

_____/s/_____
(Signature) (Date)

(SEAL)

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BIOTRICKLING ODOR CONTROL SYSTEM

PART 2 – PRODUCTS

2.01 GENERAL

- A. The system shall be designed for continuous, automatic operation and also be capable of manual operation. Access port/s shall be provided to allow access to the internals of the system. The system shall be designed to withstand ambient temperatures up to 120 degrees F. The system and all accessories shall be factory mounted, piped, and wired to the maximum extent possible. The system shall be an EcoVerde EG Series, or pre-approved equal.

2.02 PERFORMANCE AND DESIGN CRITERIA

- A. Design and Performance Criteria:
1. Criteria: The systems shall be capable of removing foul air at a rate no lower than the rate shown on the following table.
 2. Foul air removed from the facilities will have an average and peak concentration of hydrogen sulfide (H₂S) and design air flow rate as listed in the following table:

System	Tag Numbers	Min Air Flow Rate, CFM	Avg. Inlet H2S Concentration	Peak H2S Concentration
EG-10.2 + EG-CVS		1,280	300	800

3. System Performance: The odor control system shall demonstrate following performance when operating under design flow conditions listed above:
 - a. The overall system shall remove on average $\geq 99\%$ of the inlet hydrogen sulfide or have an outlet concentration of $< .5$ ppm, whichever is greater.
 - b. The system shall remove on average a minimum of 80% of the inlet odor units or have a maximum outlet odor concentration of 500 D/T, whichever is greater. The odor units are based on a presentation rate of 20 L/min and after subtracting from the background odor units.
4. Operational Pressure Drop: The pressure drop across the odor control system shall not exceed 1 in.w.c. across the biotrickling vessel, and 3 in. w.c. across the polishing vessel.

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BIOTRICKLING ODOR CONTROL SYSTEM

6. All components of the system shall be compatible with the conditions and chemicals to which they will be subjected to during normal operation, which include but are not necessarily limited to:
 1. Hydrogen Sulfide
 2. Sulfuric Acid
 3. Carbon Disulfide and other Sulfides/Disulfides
 4. Mercaptans
 5. VOCs
7. Biological Stage Minimum Empty Bed Residence Time (EBRT):
>20 seconds
8. Polishing Stage Minimum Empty Bed Residence Time (EBRT):
>5 seconds

2.03 MATERIALS

A. Vessel Materials of Construction:

1. The vessel and FRP accessories shall be contact molded manufactured in accordance with NBS PS 15-69, ASTM D 4097 for contact molding. Any material of construction other than FRP with premium grade resin will not be allowed.
2. Resin used in the system liner shall be a premium vinyl ester type such as Corezyn 8301, Hetron 922 by Ashland Chemicals, Derakane 411 by Dow Chemical, Vipel F010 by AOC, or approved equal. The resin shall be reinforced with an inner veil of a suitable synthetic organic fiber such as Nexus 111-00010. The Structural build up shall be of a general purpose isophathlic. Outer surface shall be UV protected.
3. Reinforcement: Glass fiber reinforcement used shall be commercial grade corrosion resistance borosilicate glass. All glass fiber reinforcement shall be Type C, chemical grade, Type E electrical grade. Surfacing veil shall be 10 mil Nexus 111-00010 or equal. Mat shall be Type "E" (electrical grade) glass, 1 1/2 oz. per sq. ft with a nominal fiber length of 1.25 + 0.25-inches, with a silane finish and styrene soluble binder. Continuous glass roving, used in chopper gun spray-up applications shall be type "E" grade with chrome or silane coupling agent. Alternate layers of mat and woven roving used for reinforcement.
4. Miscellaneous: Stainless Steel: Unless otherwise specified, all fasteners, and metal attachments, such as anchors, brackets etc. shall be ANSI Type 316 SS. Gaskets, unless otherwise specified shall be EPDM.

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BIOTRICKLING ODOR CONTROL SYSTEM

2.04 SYSTEM COMPONENTS

A. Biotrickling Filter and Carbon Adsorber Vessel:

1. The reactor vessel shall be free standing, packaged or skid mounted. Vessel shall be constructed from fiberglass reinforced plastic (FRP) in accordance with ASTM D4097 and C582, treated to withstand UV light. Vessel shall be completely corrosion resistant.
2. All gaskets shall be EPDM.
3. Accessories: Air inlet, air outlet, spray headers, baffles, media support, drain and all connections as required on site shall be provided by the manufacturer. Tie down lugs shall be integrally molded into the walls of the vessels. All external bolts shall be Type 316 stainless steel and designed for the specified loads. Interior fasteners shall be of corrosion resistant materials such as PVC, FRP or 316 SS.
4. Biotrickling Filter Media
 - a. The non-proprietary synthetic structured media shall be high porosity, chemically resistant, engineered synthetic porous material.
 - b. Organic, carbon derived media, proprietary, and/or non-synthetic inorganic media materials will not be allowed.
 - c. The biological media characteristics (available surface area, density, and pressure drop) shall be structured and uniform throughout the media bed.
 - d. The synthetic, biological media shall have a minimum available specific surface area of $230\text{ft}^2/\text{ft}^3$ and a void opening of at least 96%.
 - e. Media shall resist compaction or swelling due to varying moisture levels and shall not degrade when subjected to low pH (i.e. $\text{pH} < 2$) conditions.
 - f. The uniform structure of the media shall minimize the potential for short circuiting and encourage a uniform water and air flow pattern over the entire media cross sectional area.
 - g. Unapproved equals shall provide evidence that the

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BIOTRICKLING ODOR CONTROL SYSTEM

airflow through the biological media is homogeneous at the average airflow rate. For purposes of this specification, homogeneous is defined as being when the air velocity over the entire media cross sectional area is equal to the average air velocity $\pm 10\%$. The airflow modeling results with velocity contour plots over the entire cross section shall be provided in graphical format as part of the submittal requirements.

- h. Sufficient media shall be provided to ensure the performance requirements of this specification are met.

B. Irrigation System

1. Each reactor shall be configured with an irrigation system which shall evenly distribute the irrigation water over the entire upper surface of the synthetic media layer.
2. Each irrigation system shall be tested by the Manufacturer and a certificate of conformity supplied with the shop drawings to show that the nozzle has been tested and meets the Manufacturer's standards for uniform distribution.
3. The irrigation system shall be supplied with a nutrient addition system to provide the nutrients, if required, for the bacteria for optimal metabolism of the odorous compounds being treated.

C. Control System

1. Electrical Control Panel (ECP)
 - a. The ECP enclosure shall be NEMA 4X and constructed of FRP.
 - b. The ECP shall house the necessary electronic components and an Allen Bradley PLC or pre-approved equal for the control and monitoring of the irrigation system. The system shall be controlled on the basis of time for the irrigation cycle and irrigation time shall be adjustable to sustain conditions appropriate to the activity of the bacteria. There shall be an allowance to manually operate the irrigation spray for the purpose of routine maintenance checks.
 - c. The ECP shall require a single electrical connection as shown on the Electrical Drawings or as required.

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BIOTRICKLING ODOR CONTROL SYSTEM

- d. The ECP shall include an air conditioning system
- e. The ECP shall be mounted on site with 304SS unistruts
- 2. Water Control Panel (WCP)
 - a. The Water Control Panel shall be constructed of FRP, and be integral to the bioreactor vessel and be of the same material as vessel.
 - b. The WCP shall contain, valves, solenoid valves, strainers, metering pumps, pressure gauges, flowmeters, instruments and piping, as needed, for the control of the irrigation system and shall operate from control signals from the ECP.
 - c. The WCP shall allow for a single connection to a potable or reclaimed water source and a single connection for a recirculation pump.
 - d. The WCP shall house the nutrient addition system.
- D. Carbon Adsorber Polishing Vessel:
 - 1. The polishing stage shall be suitable for the final polishing of organic compounds and to meet the performance requirements of this specification providing >5 seconds of EBRT.
 - 2. TYPE: The carbon media shall be a blend of:
EGC-H2S-30
EGC-PV
EGC-PP
- E. Odor Control Blower
Blower shall be provided and installed in accordance to the blower specifications attached.
- F. Demister
The Demister housing shall be installed between the biotrickling filter and the polishing vessel and shall be manufactured under the same norms and materials as the vessels. Demister housing shall include a differential pressure gauge and drain with access doors for installation

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and removal of the demister pad.

The Demister Pad shall be high efficiency, high performance type consisting of interlaced mesh structure of thermoplastic filaments, capable of removing 99% of droplets 2 micron and above. The mist eliminator shall have a maximum pressure drop of 2 inches at the rated air flow rate under fouled conditions. The mist eliminator shall have a maximum face velocity through the filter pad of 500-feet per minute.

- G. Flexibles shall be provided at the inlet and outlet of the blower and as indicated on the plans. The flexible connectors shall be FERNCO type of elastomeric PVC construction and provided with 316 SS bands for leak proof seals.

1.

- H. Ductwork supports

Ductwork supports shall be as designed by manufacturer to ensure proper support and warranty of the equipment.

- I. Neoprene pads

Manufacturer shall include and install 1/4" thick EPDM gasket under the vessels.

2.05 SPARE PARTS

- J. At a minimum, the following spare parts shall be supplied with the equipment:

1. One (1) set of fuses, one (1) for each fuse rating.
2. One (1) set of bearings.
3. One (1) motorized valve.

PART 3 - EXECUTION

3.01 FACTORY ACCEPTANCE TEST

- A. FRP Vessels

FRP vessels shall be inspected prior to shipping for conformance to the following:

1. Dimensions match those shown on submittal drawings and are within Manufacturer's specified tolerances.
2. Flanges and connections between reactor parts fit securely

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without improper bending or stressing of parts.

3. Damage or imperfections, including cracking/crazing are minimal and in accordance with this specification.
4. Manufacturer shall keep a record of the quality control document for each reactor vessel that is available to the Engineer upon request.

B. Electrical Control Panel:

Electrical control panel shall be inspected prior to shipping for conformance to the following:

1. NEMA rating according to this specification
2. PLC program shall be tested for proper communication and functionality.
3. PLC digital and analog inputs shall be electrically tested to ensure input recognition in the proper area of the PLC program.
4. All wiring between panel components and terminal strips shall be checked for proper labeling and connection.

C. Water Panel

All water panel piping and/or other pre-installed piping shall be tested prior to shipping for conformance to the following:

1. System shall have no leaks when subjected to a pressure test at 80 psi for a minimum of 1 hour.
2. All installed instruments, sensors, pumps, actuated valves, and other electrical components shall be tested for proper operation.
3. All wiring from terminal strips to all electrical components shall be tested to ensure proper wiring.

D. Spray Nozzles

Irrigation system shall be factory tested to ensure compliance with Manufacturer standards for uniform distribution.

3.02 INSTALLATION & EQUIPMENT STARTUP

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BIOTRICKLING ODOR CONTROL SYSTEM

- A. Manufacturer must provide a turn-key installation which will include demolition of the existing equipment, installation of the new equipment including electrical and plumbing as necessary.
- B. To the extent possible, all equipment shall be pre-assembled prior to shipment to minimize the need for on-site assembly. Synthetic biological media should be pre-installed by the Manufacturer and certified to meet the specified performance requirements.
- C. Once the installation has been certified and approved by the Owner, the Manufacturer, shall start the System to begin the biological acclimation period. This acclimation period shall take no longer than six (6) weeks. Once the system has been deemed acclimated, manufacturer shall install the polishing media.
- D. Manufacturer must inspect the system weekly during the acclimation stage.
- E. Any special tools or instruments required for this startup/acclimation period shall be provided by the Manufacturer.
- F. After satisfactory startup and the corresponding switch over to normal operation, the manufacturer shall, in the presence of the Owner, conduct the performance test as detailed below.

3.03 FIELD PAINTING & CORROSION PROTECTION

- A. If painted surfaces are damaged during shipment, off-loading or installation, as long as the damage is surface only and in no way affects the integrity of the equipment or its ability to perform, these blemishes, scratches or other imperfections shall be touched up by the Contractor in accordance with instructions from the Manufacturer. Materials used shall be compatible with the original coating material in quality and color.

3.04 PERFORMANCE TESTING

- A. Performance testing shall not commence until the Manufacturer and Owner agree that the system has been satisfactorily started-up and sufficient time has been allowed for the acclimation of the bacteria.
- B. After the odor control system has been satisfactorily started-up and switched to normal operation, the Contractor shall, in the presence of the Owner, demonstrate that the system will perform as specified.

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- C. The Contractor, with the assistance of the manufacturer, shall provide the Engineer with a written test protocol and the performance testing may not be conducted until the test protocol has been reviewed and approved by the Engineer.
- D. The Contractor shall supply, install and operate all equipment, sensors and instrumentation required to complete the performance testing.
- E. H₂S Testing Procedure
 - 1. Measure airflow into each unit and adjust to the design airflow +/-10% if necessary. Airflow shall be measured at the beginning of the test period. The set position on the damper shall be marked or noted. Airflow shall not change as long as damper remains in position.
 - 2. Measure pressure drop across each biotrickling filter at beginning of test period.
 - 3. Measure temperature and relative humidity of the inlet, outlet and ambient air.
 - 4. Performance test period shall begin at a noted time and last for four (4) hours. H₂S data from the common inlet location and from the outlet of each odor control system shall be measured and logged once every 10 minutes to demonstrate performance during the test period.
 - a. The inlet H₂S data shall be logged with a pre-calibrated OdaLog gas data logger with appropriate range and accuracy for the inlet air stream (0-1000 ppmv or 0-200 ppmv range, 1 ppm display resolution or 0.0-50.0 ppmv range, 0.1 ppmv display resolution).
 - b. The outlet H₂S data shall be logged with a pre-calibrated OdaLog gas data logger with appropriate range and accuracy for the outlet air stream (0.00-2.00 ppmv range, 0.01 ppmv display resolution or 0.0-50.0 ppmv range, 0.1 ppmv display resolution).

F. H₂S Acceptance Criteria

The system's H₂S removal efficiency shall be determined by calculating the average inlet H₂S concentration and the average outlet H₂S concentration and using the following formula: H₂S removal efficiency (%) = (1 - average inlet H₂S

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concentration/average outlet H₂S concentration) x 100. Data points that are greater than 2x the average will not be included in the calculation. The H₂S removal efficiency must meet the criteria specified above for the system to be accepted.

3.05 MANUFACTURER'S SERVICES

- A. Startup: As necessary by the Manufacturer
- B. Acclimation: Manufacturer to inspect the operation weekly
- C. Training: Manufacturer's factory trained engineer will train owner for One (1) separate trip, Four (4) hours each and includes both classroom and hands on training.
- D. Manufacturer's factory trained engineer must conduct monthly inspections for the first six (6) months. Each inspection should be followed by a written report including:
 - 1. Inlet and Outlet H₂S readings for 4 hours
 - 2. pH readings at the beginning and end of the test
 - 3. Visual inspection
 - 4. Flow rates
 - 5. Water pressure
- E. Notwithstanding the above, the Manufacturer shall continue to assist the Contractor with questions, issues and assistance until the system is properly installed, running satisfactorily and handed over to the Owner.

3.06 EQUIPMENT NAME PLATES

- A. Each separate piece of equipment shall be furnished with a unique name plate identifying the Manufacturer, model & serial number, date of manufacture and, if applicable, capacity and any performance limitations. The nameplates shall be engraved stainless steel and firmly affixed to the exterior surface of the equipment and in a location that is accessible and easily read.

END OF SECTION



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for the Parks Maintenance Building.

Classification: Regular

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

Issue: The Construction Manager at Risk (CMAR), Davila Construction, received bids on December 02, 2021 for the Parks Maintenance Building that will be located at 1301 W. Medina St. The construction cost for the new building is \$1,370,802.00 and includes the mezzanine structure, mechanical and electrical systems, and complete interior finish out. Currently, the CMAR Contract #2 has \$360,000.00 allocated to this project, and will require an increase of \$1,010,802.00 to complete the project at a total of \$1,370,802.00. Amendment No. 04 is to increase the Guaranteed Maximum Price (GMP) of the CMAR Contract #2 by \$1,010,802.00 for an increase to the GMP from \$4,485,462.45 to a new total of \$5,496,264.45. Amendment No. 4 is attached for reference.

Fiscal Consideration: Increase the CMAR contract by \$1,010,802.00 for a new GMP of \$5,496,264.45.

Staff Recommendation: Staff recommends approval of Amendment No. 04 to the CMAR Contract #2 with Davila Construction for modifications to the Construction Manager at Risk scope of work as outlined in the attached information.

Alternatives: The project cannot be completed with the remaining balance on the CMAR contract. No alternatives available if the building is to be completed as designed.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 1/6/2022
Approved - 1/6/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



12/17/2021

Omar Anzaldua, Jr., P.E., CFM, PMP City Engineer
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

RE: City of Pharr Parks & Recreation Department New Warehouse Facility

Dear Mr. Anzaldua,

After careful review of the bids submitted on December 2, 2021, Davila Construction Inc. is pleased to submit the following documentation updating the CMAR contract between the City of Pharr and Davila Construction Inc., to include the new PARD warehouse facility located at the corner of W. Medina "M" Avenue. & S. Nelson "E" St.

Amendment 4 dated 12-17-2021

Exhibit A - Preliminary Contract Schedule dated December 15, 2021.

Exhibit B - Assumptions and Clarifications

Exhibit C - Construction Documents (*a link to the Construction Documents will be furnished via email*)

Exhibit D - Schedule of Values dated December 17, 2021

The GMP as proposed, includes the mezzanine structure, mechanical and electrical systems, and complete interior finish out.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tomas Rene Canul", is written over a light blue horizontal line.

Tomas Rene Canul
Davila Construction, Inc.
c. 956-212-4219

cc: Ed Wylie, City of Pharr Interim City Manager
Sergio Alanis, City of Pharr Director of Parks & Recreation
Tony Vargas, Davila Construction, Inc.

Amendment 4 to AIA Document A133 - 2009
Standard Form of Agreement Between Owner and Construction Manager as Constructor

1. Date: 01/10/2022
2. AIA Document A133 – 2009
 - A. Original AIA Document Date: 11-08-17
 - B. Parties:
 - 1) Owner: City of Pharr Municipality
 - 2) Construction Manager: Davila Construction, Inc.
3. Modifications: The above Contract is modified in the following and as modified supersedes anything to the contrary in said Contract.
4. AIA Document A133 – 2009 Exhibit A: Guaranteed Maximum Price Amendment
 - A. Article A.1, Paragraph A.1.1.1, The Contract Sum is guaranteed by the Construction Manager not to exceed **Five Million Four Hundred Ninety-Six Thousand Two Hundred Sixty-Four Dollars and Forty-Five Cents. (\$5,496,264.45)** Updated contract amount to include change orders and new projects (all other projects not listed remain unchanged).
 - 1) Civic Center Renovation - \$4,125,462.45 (complete)
Original GMP: \$3,500,000.00
Amendment 1: -\$300,000.00
Amendment 2: \$340,000.00
Amendment 3: \$585,462.45
Amendment 4: \$0.00
Revised GMP: \$4,125,462.45
 - 2) **Pharr Parks Maintenance Building - \$1,370,802.00 (building only)**
Original GMP: \$750,000.00
Amendment 1: -\$390,000.00
Amendment 2: \$0.00
Amendment 3: \$0.00
Amendment 4: \$1,010,802.00
Revised GMP: \$1,370,802.00
 - 3) CMAR Contract 2 Overview
Original GMP: \$4,250,000.00
Amendment 1: -\$690,000.00
Amendment 2: \$340,000.00
Amendment 3: \$585,462.45
Amendment 4: \$1,010,802.00
Revised GMP: \$5,496,264.45
 - B. Article A.1, Paragraph A.1.1.2, The Construction Manager at Risk's GMP for the Work, including the Cost of the Work and the Construction Manager at Risk's Fee, is **One Million Three Hundred Seventy Thousand Eight Hundred Two Dollars and Zero Cents (\$1,370,802.00)**.
 - 1) The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

Exhibit A (X) - Preliminary Contract Schedule dated December 15, 2021.
Exhibit B (X) - Assumptions and Clarifications, 3 pages.
Exhibit C (X) - Construction Documents prepared by G2 Architects, Inc. dated November 08, 2021, Clarification No. 1 dated November 30, 2021, and Addendum No. 1 dated December 01, 2021.

Exhibit D (X) - Schedule of Values dated December 22, 2021, 3 pages.

- 2) The Date of Substantial Completion for the Work is November 18, 202.
- 3) The Date of Final Completion for the Work shall be December 14, 2022.

5. Signatures:

Owner:

Construction Manager:

City of Pharr
Edward Wylie, Interim City Manager

Tomas Rene Canul
Project Executive, Davila Construction, Inc.



Preliminary Schedule December 15, 2021

ID	Task Name	Duration	Start	Finish	1	S	N	Half 1, 2022	J	M	M	Half 2, 2022	J	S	N	Half 1, 2022	J
1	General	95 days	Wed 11/10/21	Mon 3/28/22	General												
2	Bid Advertisement	17 days	Wed 11/10/21	Thu 12/2/21	11/10												
3	Bid Date	1 day	Thu 12/2/21	Thu 12/2/21	12/2												
4	Assembly of GMP Package	9 days	Fri 12/3/21	Wed 12/15/21	12/3												
5	Submit GMP Package	1 day	Wed 12/15/21	Wed 12/15/21	12/15												
6	Review and Approval of GMP	5 days	Thu 12/16/21	Wed 12/22/21	12/16												
7	GMP - Contract Amendment Execution	5 days	Thu 12/23/21	Thu 12/30/21	12/23												
8	Building Permit/SWPPP	5 days	Thu 12/23/21	Thu 12/30/21	12/23												
9	Notice to Proceed/Bldg Permit	5 days	Mon 1/3/22	Fri 1/7/22	1/3												
10	Buyout/Subcontracts	10 days	Mon 1/3/22	Fri 1/14/22	1/3												
11	Submittals/Shop Drawings	4 wks	Tue 1/18/22	Fri 2/25/22	1/18												
12	Mobilization	1 wk	Thu 1/27/22	Fri 2/4/22	1/27												
13	Portable Toilets	1 day	Fri 2/4/22	Fri 2/4/22	2/4												
14	Site Electrical (by City of Pharr)	5 wks	Mon 2/7/22	Mon 3/28/22	2/7												
15	31 - Earthwork	11 days	Mon 2/7/22	Tue 2/22/22	31 - Earthwork												
16	Site Clearing	2 days	Mon 2/7/22	Tue 2/8/22	2/7												
17	Rough Grading	2 days	Mon 2/7/22	Tue 2/8/22	2/7												
18	Excavation - Building Pad	3 days	Mon 2/7/22	Wed 2/9/22	2/7												
19	Fill & Compaction - Building Pad	3 days	Thu 2/17/22	Tue 2/22/22	2/17												
20	33 - Utilities	14 days	Wed 2/23/22	Mon 3/14/22	33 - Utilities												
21	Sanitary Sewer Lines (by City of Pharr)	1 wk	Wed 2/23/22	Thu 3/3/22	2/23												
22	Water Lines (by City of Pharr)	1 wk	Fri 3/4/22	Mon 3/14/22	3/4												
23	Concrete	39 days	Wed 2/23/22	Tue 4/19/22	Concrete												
24	Concrete Forms	1 wk	Wed 2/23/22	Thu 3/3/22	2/23												
25	Electrical Rough In	3 days	Fri 3/4/22	Tue 3/8/22	3/4												
26	Plumbing Rough In	1 wk	Wed 3/9/22	Thu 3/17/22	3/9												
27	Trenching and Grade Beams	3 days	Fri 3/18/22	Tue 3/22/22	3/18												
28	Termite Protection	1 day	Wed 3/23/22	Wed 3/23/22	3/23												
29	Vapor Barrier	1 day	Thu 3/24/22	Thu 3/24/22	3/24												
30	Concrete Reinforcement	1 wk	Fri 3/25/22	Mon 4/4/22	3/25												
31	Anchor Placement	2 days	Tue 4/5/22	Wed 4/6/22	4/5												
32	Cast In Place Concrete	1 day	Thu 4/7/22	Thu 4/7/22	4/7												
33	Concrete Curing	7 days	Fri 4/8/22	Tue 4/19/22	4/8												
34	5 - Metals*	70 days	Wed 4/20/22	Thu 7/28/22	5 - Metals*												
35	Structural Steel	3 wks	Wed 4/20/22	Wed 5/18/22	4/20												
36	Steel Joists	3 wks	Thu 5/19/22	Fri 6/17/22	5/19												
37	Steel Roof Deck	2 wks	Mon 6/20/22	Fri 7/8/22	6/20												



Preliminary Schedule December 15, 2021

ID	Task Name	Duration	Start	Finish	1	S	N	Half 1, 2022	J	M	M	Half 2, 2022	J	S	N	Half 1, 2022	J
38	Metal wall panels	2 wks	Mon 7/11/22	Thu 7/28/22													
39	6 - Wood, Plastics, and Composites	14 days	Thu 9/8/22	Tue 9/27/22													
40	Finish Carpentry & Millwork	2 wks	Thu 9/8/22	Tue 9/27/22													
41	7 - Thermal and Moisture Protection	8 days	Fri 7/29/22	Tue 8/9/22													
42	Thermal Insulation	8 days	Fri 7/29/22	Tue 8/9/22													
43	8 - Openings	14 days	Thu 9/8/22	Tue 9/27/22													
44	Doors and Frames	1 wk	Thu 9/8/22	Fri 9/16/22													
45	Door Hardware	1 wk	Mon 9/19/22	Tue 9/27/22													
46	Glazing	3 days	Mon 9/19/22	Wed 9/21/22													
47	9 - Finishes	51 days	Fri 7/29/22	Tue 10/11/22													
48	Metal Studs	2 wks	Fri 7/29/22	Wed 8/17/22													
49	Gypsum Board Assemblies	2 wks	Thu 8/18/22	Wed 9/7/22													
50	Painting and Coating (Primer)	1 wk	Thu 9/8/22	Fri 9/16/22													
51	Ceramic Tiling	1 wk	Thu 9/8/22	Fri 9/16/22													
52	Painting and Coating (1st Coat)	1 wk	Mon 9/19/22	Tue 9/27/22													
53	Acoustical Ceiling Grid & Panels	1 wk	Wed 9/28/22	Thu 10/6/22													
54	Painting and Coating (Final)	1 wk	Wed 9/28/22	Thu 10/6/22													
55	Resilient Flooring and Base	1 wk	Fri 9/30/22	Tue 10/11/22													
56	10 - Specialties	9 days	Mon 9/19/22	Thu 9/29/22													
57	Toilet Accessories	1 wk	Mon 9/19/22	Tue 9/27/22													
58	Fire Extinguisher and Cabinets	2 days	Wed 9/28/22	Thu 9/29/22													
59	22 - Plumbing	42 days	Fri 7/29/22	Tue 9/27/22													
60	Plumbing top out	2 wks	Fri 7/29/22	Wed 8/17/22													
61	Plumbing fixtures	1 wk	Mon 9/19/22	Tue 9/27/22													
62	23 - Mechanical	28 days	Thu 8/18/22	Tue 9/27/22													
63	HVAC Rough In	1 wk	Thu 8/18/22	Fri 8/26/22													
64	HVAC Equipment	1 wk	Mon 8/29/22	Wed 9/7/22													
65	HVAC Trim out	1 wk	Thu 9/8/22	Fri 9/16/22													
66	HVAC Startup	1 wk	Mon 9/19/22	Tue 9/27/22													
67	26 - Electrical	42 days	Thu 8/18/22	Tue 10/18/22													
68	Electrical Rough In	2 wks	Thu 8/18/22	Wed 9/7/22													
69	Panelboards and Wiring	1 wk	Thu 9/8/22	Fri 9/16/22													
70	Lighting Installation	1 wk	Mon 9/19/22	Tue 9/27/22													
71	Electrical Trim Out	1 wk	Wed 9/28/22	Thu 10/6/22													
72	Low voltage	1 wk	Fri 10/7/22	Tue 10/18/22													
73	Finish out	37 days	Thu 10/20/22	Wed 12/14/22													
74	Cleaning & Completion	1 wk	Thu 10/20/22	Fri 10/28/22													



Preliminary Schedule December 15, 2021

ID	Task Name	Duration	Start	Finish	1	S	N	Half 1, 2022	Half 1, 2022	Half 1, 2022	Half 2, 2022	Half 2, 2022	Half 2, 2022	Half 1, 2022
								J	M	M	J	S	N	J
75	Final Inspections	1 wk	Mon 10/31/22	Tue 11/8/22									10/31	11/8
76	Substantial Completion	1 wk	Wed 11/9/22	Fri 11/18/22									Substantial Completion	11/18
77	Davila Punch List	1 wk	Mon 11/21/22	Thu 12/1/22									11/21	12/1
78	Owner Punch List	1 wk	Fri 12/2/22	Mon 12/12/22									12/2	12/12
79	Final Cleaning & Turnover	2 days	Tue 12/13/22	Wed 12/14/22									12/13	12/14

Assumptions and Clarifications

Background

Davila Construction, Inc. has been contracted to perform Construction Manager as Constructor services by City of Pharr under AIA Document 133-2009 Signed on November 8, 2017.

Scope of Work

The Scope of Work for this project is defined by contract documents issued by G2 Arch and sealed and signed on November 8, 2021.

Contract

1. 5% of our fee and General Conditions will be withheld for retainage until the completion of each package. Our 5% retainage shall be released upon satisfactory completion of the project.
2. Any modification to the plans and/or scope shall result in a change order, contingency expenditure, and possible extension of time. This includes any special requirements identified via building permit notes by the City of Pharr that are not reflected on the plans.
3. The cost of Materials Testing and Inspections is not included in this scope of work. If testing or inspections are required, it shall be at the Owner's expense or paid via change order or contingency expenditure.
4. Work will be performed during normal working hours 8 a.m. to 5 p.m. five (5) days per week. Access shall be provided by the Owner for all working days.
5. The cost of the building permit is excluded as it is assumed to be waived by the City of Pharr.
6. Davila Construction, Inc. agrees that this scope of work shall have a duration of 315 calendar days from the issuance of formal Notice to Proceed. Notice to proceed shall be contingent upon the issuance of a building permit that will allow us to begin work. Davila Construction has accounted for 2 weeks of permit review. Should the permit review process take longer, the Substantial Completion date will be adjusted accordingly.
7. Material escalation continues to be a problem. This GMP price is good for 30 days. If we are not able to execute a contract within 30 days, there is a potential to see significant price increases that will need to be reconciled by an increase in the cost of the GMP.

Construction Site

1. Davila shall provide an 8'x8' project sign with 4"x4" wood posts and graphics.
2. All material will be staged onsite. The City of Pharr shall allow access to a portion of the property for this area. Davila Construction will coordinate location with Owner.
3. Davila Construction shall require daily access to the construction site property and may need access on weekends depending on the project schedule.

4. There is no landscape or irrigation. Grading operations outside of the building pad are excluded. All existing conditions shall remain.
5. Existing asphalt shall be removed from within the building pad only. No other demolition is included.
6. Geotechnical report has not been finalized due to existing underground conditions. Any deviation on the Geotechnical report from the structural notes shall be reconciled by contingency. Removal of debris or excavation beyond a depth of four feet (4') is not included in this GMP.

Utilities

1. The Owner is responsible for coordinating and providing water line(s) up to 5'-0" away from the building perimeter at the riser location. Davila construction shall make the connection to that line. The Owner shall be responsible for the installation of the water line, including valves, meters, backflow preventors and any other necessary items to bring water line to building.
2. The Owner is responsible for coordinating and providing sewer line(s) up to 5'-0" away from the building perimeter at the stub out location. Davila construction shall make the connection to that line. The Owner shall be responsible for the installation of the sewer line shall, including all tapping fees, cleanouts, and any other necessary items to bring sewer line to building.
3. The Owner is responsible for providing overhead electrical power to the building. If power is run overhead, the cabling into the main electrical distribution panel shall be provided by the utility service provider. Should the electrical company require underground power, Owner will be responsible for coordinating and providing underground power up to transformer. The cost of the secondary conduit, conductor and addition length of cabling shall be covered by change order or contingency expenditure.
4. Davila Construction has included an allowance for underground fire line installation and a fire sprinkler system. We are in the process of determining if this fire sprinkler system is required by code and will need to work with the City of Pharr to confirm. It is assumed that there is adequate pressure and volume of water available to operate this fire sprinkler system without the use of a booster pump or water storage tank.

Delays Related to Weather

1. Schedule and price are based upon accessible site conditions. The contractor has allowed for up to two (2) inclement weather days per month in the schedule. The schedule is based upon accessibility from Monday through Friday included as workdays. Any inclement weather delays more than two (2) each month, individually, will create a change to the schedule. Unused days on any given month shall not be transferrable to any subsequent month.
2. The schedule will be extended one day per day of inclement weather over the 2 days per month previously described. The contractor will be entitled to the days added to the contract schedule whether the days are made up or not due to accelerating the schedule. There will be no retraction of days to the schedule or cost deductions for less than two (2) inclement weather delays per month.

3. Weather delay days (Inclement weather days) are defined as a day which production of work is slowed or stopped due to inclement weather. Inclement weather includes, but is not limited to rain, ice, snow, sleet, hail, and high wind. This shall include surface conditions. A weather delay day may be caused by actual weather occurring on a previous day (including a non-workday), but the weather prohibited or limited access and production for subsequent day(s).

Delays Related to Pandemic

1. Davila Construction, Inc. cannot predict delays caused by decreased workforce due to Covid-19 and variants/additional outbreaks. Any decrease in workforce that causes delays in the schedule shall be documented and presented to Owner for extension of time.
2. Davila Construction, Inc. cannot predict delays in material caused by manufacturing companies due to Covid-19 and/or global supply chain issues. Any delay in material that causes delays in the construction schedule shall be documented and presented to Owner for extension of time.
3. The construction industry continues to be impacted with escalation of costs and delays in material production and deliveries. We have created a schedule with our best estimation of what we believe the lead time will be for certain materials, but we have seen these timeframes extended on multiple projects. This has been out of our control. If delivery of material is pushed out beyond our estimated dates, the substantial completion date shall be adjusted accordingly.

End of Assumptions and Clarifications



Exhibit D

Parks and Recreation Warehouse Facility Guaranteed Maximum Price

Project Name: Parks and Recreation Warehouse Facility

Location: Pharr, Texas

Project No.: C0021-11-08-21

Architect: G2 Arch

Est. Start: Monday, January 10, 2022

General Contractor: Davila Construction, Inc. - McAllen

Prepared by: Tony Vargas

Date Presented: Wednesday, December 22, 2021

Project Estimated Duration: 315 days

GMP Cost: \$1,370,802 (valid for 30 days)

Item No.	Description	Unit	Quantity	Rate	Total
DIVISION 1 GENERAL REQUIREMENTS					
	Pre-Construction Services - (1.5%)	LS	1	\$20,562	\$20,562
	General Conditions (6%)	LS	1	\$82,248	\$82,248
					\$0
	DIVISION 1 SUBTOTAL				\$102,810
	SUBTOTAL				
	102,810.00				
DIVISION 3 - CONCRETE					
	Concrete Foundation	LS	1	\$121,450	\$121,450
					\$0
	DIVISION 3 SUBTOTAL				\$121,450
	SUBTOTAL				
	121,450.00				
DIVISION 5 - METALS					
05120	Metal Building Systems	ls	1	\$315,300	\$315,300
	Mezzanine Structure	ls	1	\$75,460	\$75,460
	Mezzanine Stairs	ls	1	\$13,570	\$13,570
					\$0
	DIVISION 5 SUBTOTAL				\$404,330
	SUBTOTAL				
	404,330.00				
DIVISION 6 - WOOD AND PLASTICS					
061000	Rough Carpentry	ls	1	\$6,000	\$6,000
062000	Finish Carpentry	ls	1	\$6,000	\$6,000
					\$0
	DIVISION 6 SUBTOTAL				\$12,000
	SUBTOTAL				
	12,000.00				
DIVISION 7 - MOISTURE & THERMAL PROTECTION					
7210	Thermal Insulation	ls	1	\$2,500	\$2,500
7620	Sheet Metal Flashing and Trim	ls	1	\$1,500	\$1,500
	Caulking and sealing	ls	1	\$1,200	\$1,200
7920	Concrete joint sealants	ls	1	\$800	\$800
					\$0
	DIVISION 7 SUBTOTAL				\$6,000
	SUBTOTAL				
	6,000.00				
DIVISION 8 - DOOR AND WINDOWS					
81113	Hollow Metal Doors	ls	1	\$15,000	\$15,000
81416	Flush Wood Doors	ls	1	\$4,000	\$4,000
	Garage Doors	ls	1	\$55,000	\$55,000
8710	Door Hardware	ls	1	\$5,200	\$5,200
8800	Glazing	ls	1	\$6,350	\$6,350



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Est. Start: Monday, January 10, 2022

General Contractor: Davila Construction, Inc. - McAllen
Prepared by: Tony Vargas
Date Presented: Wednesday, December 22, 2021
Project Estimated Duration: 315 days
GMP Cost: \$1,370,802

Item No.	Description	Unit	Quantity	Rate	Total
	Installation of door & frames	ls	1	\$3,900	\$3,900
					\$0
	DIVISION 8 SUBTOTAL				\$89,450
	SUBTOTAL				
	89,450.00				
	DIVISION 9 - FINISHES				
9290	Gypsum Wallboard	ls	1	\$20,050	\$20,050
9310	Thin-Set Tile Work	ls	1	\$9,000	\$9,000
96513	Resilient Bases and Accessories	ls	1	\$13,200	\$13,200
	Flooring	ls	1	\$13,200	\$13,200
98439	Acoustical Ceiling Clouds	ls	1	\$20,050	\$20,050
9901	Paints and Coatings	ls	1	\$43,820	\$43,820
9901	Paints and Coatings - mezzanine	ls	1	\$7,766	\$7,766
9901	Paint touch up and punch list	ls	1	\$1,500	\$1,500
	Dumpsters and Debris Removal	ls	6	\$600	\$3,600
					\$0
	DIVISION 9 SUBTOTAL				\$132,186
	SUBTOTAL				
	132,186.00				
	DIVISION 10 - SPECIALTIES				
10140	Signage	ls	1	\$1,050	\$1,050
102116	Solid Plastic Toilet Compartments	ls	1	\$3,850	\$3,850
102813	Toilet Accessories	ls	1	\$1,000	\$1,000
10440	Fire Protection Specialties	ls	1	\$3,650	\$3,650
	Misc. Div 10 Equip & Installation	ls	1	\$1,500	\$1,500
	Dumpsters and Debris Removal	ls	1	\$600	\$600
					\$0
	DIVISION 10 SUBTOTAL				\$11,650
	SUBTOTAL				
	11,650.00				
	DIVISION 21 - FIRE SUPPRESSION				
	Fire Sprinkler Allowance including underground fire line	ls	1	\$36,000	\$36,000
					\$0
	DIVISION 21 SUBTOTAL				\$36,000
	SUBTOTAL				
	36,000.00				
	DIVISION 22 - PLUMBING				
	Plumbing	ls	1	\$57,550	\$57,550
					\$0
	DIVISION 22 SUBTOTAL				\$57,550
	SUBTOTAL				
	57,550.00				
	DIVISION 23 - HVAC				
	HVAC	ls	1	\$48,050	\$48,050



Exhibit D

Parks and Recreation Warehouse Facility Guaranteed Maximum Price

Project Name: Parks and Recreation Warehouse Facility

Location: Pharr, Texas

Project No.: C0021-11-08-21

Architect: G2 Arch

Est. Start: Monday, January 10, 2022

General Contractor: Davila Construction, Inc. - McAllen

Prepared by: Tony Vargas

Date Presented: Wednesday, December 22, 2021

Project Estimated Duration: 315 days

GMP Cost: \$1,370,802

Item No.	Description	Unit	Quantity	Rate	Total
					\$0
	DIVISION 23 SUBTOTAL				\$48,050
	SUBTOTAL				
	48,050.00				
	DIVISION 26 - ELECTRICAL				
	Electrical	ls	1	\$106,000	\$106,000
					\$0
	DIVISION 26 SUBTOTAL				\$106,000
	SUBTOTAL				
	106,000.00				
	DIVISION 31 - EARTHWORK				
	Sitework/Building Pad	ls	1	\$58,100	\$58,100
	Site Preparation & Clearing	ls	1	\$5,000	\$5,000
					\$0
	DIVISION 31 SUBTOTAL				\$63,100
	SUBTOTAL				
	63,100.00				
	Miscellaneous				
	Project Contingency Allowance	ea.	1	\$41,124	\$41,124
	Design Services Allowance	ea.	1	\$50,000	\$50,000
					\$0
	ALLOWANCE SUBTOTAL				\$91,124
	SUBTOTAL				
	91,124.00				
				Subtotal	\$1,281,700
	FEE (6.5%)				
	Fee				\$89,102

GMP Total \$1,370,802



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the agreement with S&B Infrastructure, Ltd. for Professional Engineering Services for the Hi-Line Road Project.

Classification: Regular

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

Issue: The Professional Engineering Services agreement with S&B Infrastructure, Ltd. for the Hi-Line Road Project needs to be amended to include additional work related to the concealed storm sewer trunkline belonging to TxDOT, and for updating environmental reports to meet new TxDOT standards. Amendment No. 1 will raise the maximum amount payable from \$1,489,638.77 to \$1,769,763.16, an increase of \$280,124.39. (PROJECT# 1617-01-528-0038)

Fiscal Consideration:

Original Agreement: \$1,489,638.77

Amendment No. 1: \$280,124.39

Revised Agreement: \$1,769,763.16

***Please note that funds to cover Amendment No. 1 will become available from the termination of the Anaya Road Project. See Item 10.D. on this agenda.*

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the agreement with S&B Infrastructure, Ltd. for additional Professional Engineering Services for the Hi-Line Road Project.

Alternatives: Plans and reports must be updated to meet TxDOT requirements, otherwise the project will not be allowed to proceed. Additional work cannot be completed in-house.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 1/6/2022
Approved - 1/6/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to terminate the agreement with S&B Infrastructure, Ltd. for the Anaya Road Project.

Classification: Regular

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

Issue: The City is moving forward with development of the Hi-Line Road Project, and funding is needed to update and finalize the plans. Staff is recommending terminating the Professional Engineering Services agreement with S&B Infrastructure, Ltd. for the Anaya Road Project to free up money that could be applied to the Hi-Line Road Project. The priority project is Hi-Line, and Anaya Road will be developed at a later time. The agreement allows for termination upon a 15-day written notice by the City. (PROJECT# 1617-01-528-0037)

Fiscal Consideration: The Engineer has been paid for the services performed prior to termination, and no more financial obligations are anticipated.

Original Agreement: \$998,907.13

Paid to Date: \$343,648.10

Remaining Balance: \$655,259.03

Staff Recommendation: Staff recommends authorizing the City Manager to issue a 15-day written notice and terminate the agreement with S&B Infrastructure, Ltd. for the Anaya Road Project.

Alternatives: Keep the agreement active for Anaya Road, and continue looking elsewhere for available funding for Hi-Line Road.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 1/6/2022

Approved - 1/7/2022

Approved - 1/7/2022

Final Approval - 1/7/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THE STATE OF TEXAS

§

CITY OF PHARR

§

§

COUNTY OF HIDALGO

§

§

This AGREEMENT is between **S&B Infrastructure, Ltd.** (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with Anaya Rd., hereinafter referred to as the Project.

Contract ID # C1617-01-528-0037

Date: May 19, 2017

CLIENT: City of Pharr, Texas

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

Project: Anaya Rd.

Project Location: Pharr, Texas

Section 1

**General Scope of Services
and
Project Description**

This AGREEMENT is based on providing the following services for the Project as described in Exhibit A-Services to be provided by the Client and Exhibit B – Services to be provided by the Consultant. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: ENGINEER 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.



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

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: (1) workmen's compensation insurance coverage, (2) employer's liability insurance, (3) comprehensive general liability insurance, (4) Automobile liability insurance, and (5) Professional Liability Errors and Omission insurance. CLIENT will be included as an additional insured under the ENGINEER'S general liability policy and will be provided coverage with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above to the extent insurable, subject to insurance policy terms and conditions, and ENGINEER waives subrogation rights against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) General Liability Coverage.* Engineer 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.* Engineer 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.* Engineer 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 Engineer in connection with the performance of services under this AGREEMENT.

ASB

- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers 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 to the extent applicable to each insurance policy:
- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer'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 Engineer's insurance and shall not contribute with it.
 - (3) Any failure of ENGINEER 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) Engineer'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) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
- (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer 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.* Engineer shall provide certificates of insurance with copies of 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 Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

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

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project in accordance with the time schedule set forth in Exhibit C-Work Schedule 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 City 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 ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the

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date of termination. ENGINEER 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 ENGINEER. 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 the 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 written 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 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 as described in Exhibit D-Fee Estimate.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in Exhibit D-Fee Estimate according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of Nine Hundred Ninety Eight Thousand Nine Hundred Seven Dollars and Thirteen Cents (\$998,907.13) 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 delivery services. ENGINEER or ARCHITECT 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 ENGINEER, ARCHITECT 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 ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 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 ENGINEER, in writing, within 10 days 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 ENGINEER 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 ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER 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 ENGINEER 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 ENGINEER and provided ENGINEER a reasonable opportunity to cure; 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 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

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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 ENGINEER 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 ENGINEER hereunder unless and until ENGINEER, 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 ENGINEER of any its obligations hereunder with respect thereto;

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

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

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 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 ENGINEER except those previously made in writing and identified by the ENGINEER 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, 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 ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER 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.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will 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.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

11.4 ENGINEER 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 ENGINEER shall not relieve

REB

ENGINEER from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ENGINEER's service hereunder.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER 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.

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

Section 13

Scope of Services

13.1 The Scope of Services for this AGREEMENT is set forth in Exhibit A & B.

AGREED AS TO SUBSTANCE AND FORM:

**S&B Infrastructure, Ltd.
5408 North 10th Street
McAllen, Texas 78504**

ENGINEER



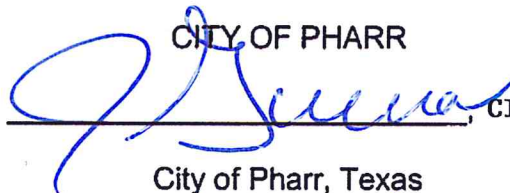
Daniel O. Rios

Senior Vice President
S & B Infrastructure, Ltd.



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

CITY OF PHARR



CITY MANAGER

City of Pharr, Texas

SIGNED on this the 24 day of May, 20 17

**APPROVED BY
CITY COMMISSION**

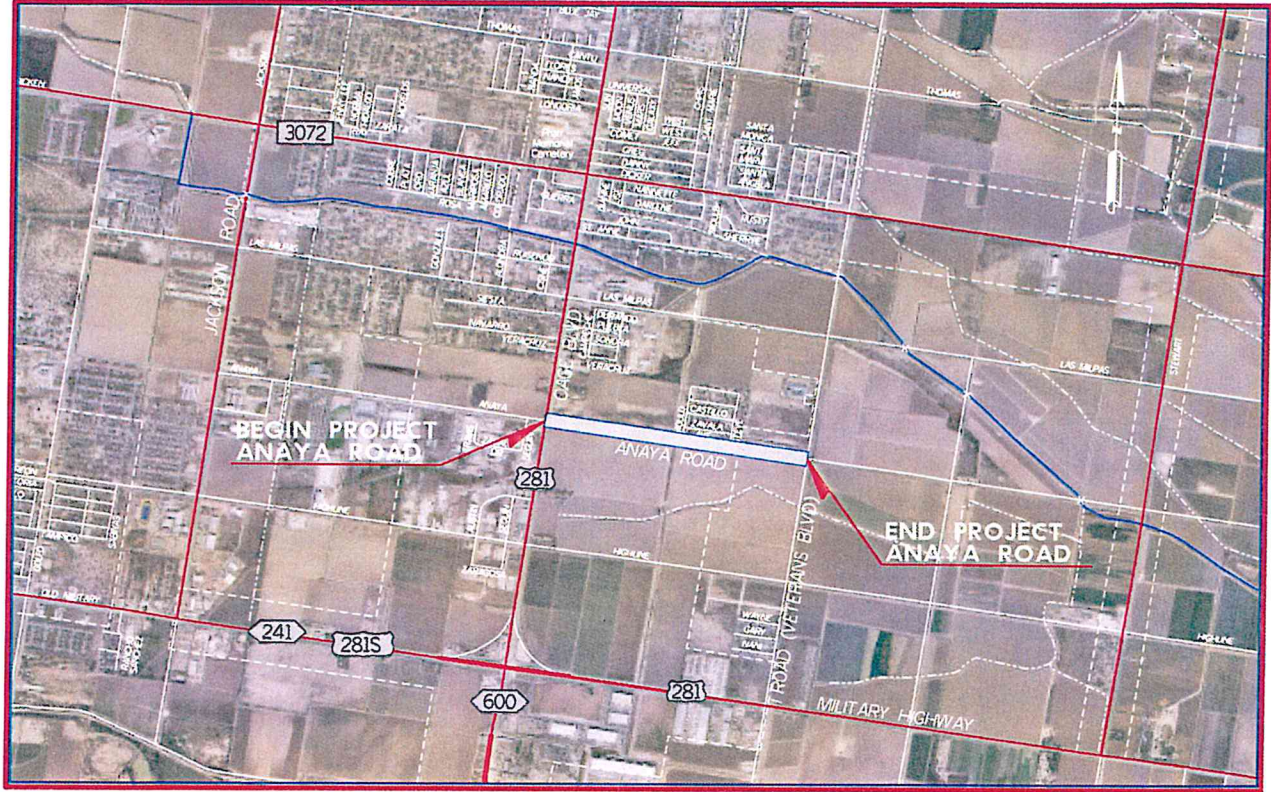
ON: 6-20-16 

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CLIENT

Anaya Road

County: Hidalgo
Highway: Anaya Road
Limits: From: US 281 (Cage Road) to Veterans Blvd. (I-Road)
Project Length: Approximately 1.03 miles
LOCATION MAP:



In addition to the services listed in the Agreement, the City of Pharr (CLIENT) will provide the following services:

1. The CLIENT will collect and provide hard copy and digital copy of previously completed work, cost estimates, design files for exhibits, record drawings, public involvement, traffic data for roadway, property ownership digital mapping, survey ground control and public utility information as required to complete the task.
2. The CLIENT shall provide timely approvals and responses, enabling the project to move forward smoothly and with minimal delay. When delays in issuing approvals and responses are anticipated by the CLIENT, the CLIENT will communicate this to the CLIENT and allow project schedule to be adjusted accordingly.
3. The CLIENT shall provide base and design year traffic data for the No-Build and Build Scenarios along Anaya Road between US 281 (Cage Road) and Veterans Road (I Road).

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

Anaya Road

County: Hidalgo
Highway: Anaya Road
Limits: From: US 281 (Cage Road) to Veterans Road (I-Road)
Project Length: Approximately 1.03 miles.

Project Overview:

The CONSULTANT under this Work Authorization will provide engineering services and environmental documentation, final Plans, Specifications and Estimates (PS&E) design, utility engineering, bid packaging and construction management services for design improvements along Anaya Road from Cage Road to Veterans Road (I-Road). The environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed Anaya Road Project, when used in conjunction with existing roadways will provide improved traffic movement in the south portion of the City of Pharr. The tasks associated with this project will include the development of the necessary environmental documentation, within a 12 month period. The assumption for Project Management services is reflected for a 30 month period.

Environmental Process Completion – Tasks include agency coordination and the appropriate environmental documentation for connections to roadways on the State Highway System.

The CONSULTANT will perform these tasks according to Exhibit C, Work Schedule. The CONSULTANT will function as an extension of the CLIENT's resources by providing qualified technical and professional personnel. Services to be provided by the CONSULTANT will be performed under the direction of the CLIENT for each task described below for the project limits.

SCOPE OUTLINE:

DATA COLLECTION/EXISTING CONDITION ANALYSIS

- Task 1: Data Collection
- Task 2: Existing Condition Analysis
- Task 3: Right of Way (ROW) Research and Mapping
- Task 4: Alternative Analysis

PRELIMINARY ENGINEERING SERVICES

- Task 1: Preliminary Design Concept Conference
- Task 2: Preliminary Horizontal and Vertical Conceptual Design (Part of Task 4: Alternative Analysis)
- Task 3: Preliminary ROW Requirements – Preferred Alternative
- Task 4: Preliminary Utility Location Investigations – Preferred Alternative
- Task 5: Preliminary Hydraulic Evaluations (Part of Task 4: Alternative Analysis)
- Task 6: Preliminary Construction Cost Estimate – Preferred Alternative
- Task 7: Preliminary Constructability Reviews – Preferred Alternative
- Task 8: Preliminary Engineering Text and Coordination for EA Development – Preferred Alternative

GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT

- Task 1: Typical Sections
- Task 2: Geometric Design (Horizontal and Vertical Control)
- Task 3: Preliminary Design Cross Sections
- Task 4: Preliminary Traffic Control and Construction Sequencing
- Task 5: Schematic Plan Preparation
- Task 6: Hydrology and Hydraulic Studies/Drainage Design
- Task 7: Schematic Milestones and Deliverables

PRELIMINARY ENGINEERING REPORT (PER) PREPARATION

- Task 1: PER

BASE AND SOIL TESTING AND CORE DRILLING

- Task 1: Geotechnical Drilling Services
- Task 2: Geotechnical Laboratory Testing Services
- Task 3: Geotechnical Engineering Services
- Task 4: Preliminary Pavement Design

FIELD SURVEYING AND PHOTOGRAMMETRY

- Task 1: Horizontal and Vertical Control
- Task 2: Ownership Research and Permission to Survey
- Task 3: Engineering Design Surveying (Recommended Preferred Alternative Alignment)
- Task 4: Geotechnical Bore Hole Surveys
- Task 5: Proposed ROW Staking

PLANS, SPECIFICATIONS AND ESTIMATES

- Task 1: Roadway Design Controls

Task 2: Roadway Design
Task 3: Typical Sections
Task 4: Cross Streets and Intersections
Task 5: Cut and Fill Quantities
Task 6: Plan Preparation
Task 7: Drainage
Task 8: Signing, Pavement Markings and Signalization
Task 9: Miscellaneous Roadway
Task 10: PS&E Milestones and Deliverables

TECHNICAL REPORTS INCLUDING ENVIRONMENTAL DOCUMENT

Task 1: Prepare Scoping Document
Task 2: Meeting with TxDOT/City of Pharr
Task 3: Obtain Right-of-Entry
Task 4: Hazardous Materials Technical Report and ISA
Task 5: Water Quality Technical Report
Task 6: Biological Evaluation Form
Task 7: Noise Analysis Technical Report
Task 8: Archeological Background Study
Task 9: Historic Resources PCR Form
Task 10: Air Quality (Qualitative MSAT) Technical Report
Task 11: Meeting with Affected Property Owners
Task 12: Public Involvement (Opportunity for Public Hearing)
Task 13: General Coordination

BID PACKAGING

Task 1: Bid Packaging

CONSTRUCTION MANAGEMENT

Task 1: Construction Management

PROJECT ADMINISTRATION COORDINATION

Task 1: General Administration
Task 2: Project Coordination Meetings
Task 3: City of Pharr Project Coordination
Task 4: Alternate Funding Source Investigation

SCOPE DETAILS:

The work to be performed by the CONSULTANT shall consist of providing preliminary engineering services for development of a schematic design layout, environmental studies, public involvement, permit procurement, data collection analysis, mitigation and remediation, monitoring, traffic engineering and operations, surveying, utility engineering, PS&E, and construction management for a roadway project located within the City of Pharr. The following Scope of Work describes the task details that are included in the Services to be provided by the CONSULTANT in the Work Authorization.

DATA COLLECTION/EXISTING CONDITION ANALYSIS

Task 1: Data Collection

The CONSULTANT will collect information required for an alternative analysis. Additional information will also be required in the development of the recommended preferred alternative. It is anticipated that the project will have three (3) reasonable alternatives including a No-Build option and one (1) recommended preferred alternative. The CONSULTANT will review previously assembled and documented project data and supplement it for the alternatives as necessary and /or as deemed necessary by the CLIENT, including:

- A) Field Reconnaissance, photographs, mapping data, seasonal traffic data, transportation reports, regional master plans – the CONSULTANT will conduct detailed field reconnaissance for the reasonable alternatives to establish the validity of previously collected data and supplement data where necessary.
- B) Update summary document listing data collected, basic information on data collected and how it will, may be or has been applied.

Task 2: Existing Condition Analysis

The CONSULTANT will assess the exiting conditions of the reasonable alternatives (3) and provide an overall analysis of the existing conditions and features for each. Site visits and field investigations will be utilized to augment existing data and fill data void. This assessment will include:

- A) Geometric Features – Assess public ROW widths and easements along the proposed route, horizontal and vertical of cross streets, pavement cross sections and pavement types, intersection lane widths and configurations and stopping sight distances.
- B) Traffic Control / Illumination Features – Assess existing signing features, safety lighting and continuous illumination requirements and warrants.
- C) Accident Data – Accident frequencies and their critical locations.
- D) Drainage Data – Drainage and irrigation structures.
- E) Environmental Features and Constraints – including but not limited to the identification of wetlands, special aquatic sites, habitat features, parklands and managed lands, cultural resources, neighborhoods and existing / proposed development.
- F) The CONSULTANT will obtain necessary project-related Geographic Information System (GIS) based roadway map data and aerial photography for the project study area.
- G) The CONSULTANT will obtain from the CLIENT an electronic copy of the approved MPO TransCAD model.

H) Prepare summary document describing assessments of existing condition analyses.

Deliverables:

- Existing Conditions Summary Report

Task 3: Right of Way (ROW) Research and Mapping

The CONSULTANT will review existing ROW information provided by the CLIENT and will develop preliminary ROW ownership maps (based upon existing mapping and topography) showing existing apparent ROW lines. These apparent ROW lines will be used to delineate the existing ROW limits on the alternative layouts. The CONSULTANT will also obtain uncontrolled property line information from the Hidalgo County Appraisal District property tax roll maps and best fit the property lines to the alternative base map.

Deliverables:

- Update summary documents on existing conditions
- Draft Property Ownership lines in electronic format and an alternative base map

Task 4: Alternatives

These Route and Design Studies services shall apply to all reasonable alternative alignments.

- A) Preliminary Horizontal Conceptual Design - The CONSULTANT will prepare conceptual horizontal design for three conceptual alignments. Coordination with Environmental team will be required during alignment refinements as drawings will be developed for use of determining environmental impacts. Should additional horizontal alignments be prepared, a supplemental work authorization will be required.
- B) Preliminary ROW Requirements - Preliminary ROW requirements shall be determined using roadway functional classification, consideration of environmental impacts, design criteria, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs (if additional ROW is required) shall be prepared. ROW acquisition costs, if required, will be based on current appraisal values obtained from the Hidalgo County Appraisal District for the specific parcels to be acquired.
- C) Preliminary Utility Location Investigations - The CONSULTANT will investigate the utility impacts for each conceptual design alternative for potential conflicts.
- D) Preliminary Hydraulic Evaluations - For each reasonable alternative alignment, the CONSULTANT will perform a preliminary drainage evaluation. The CONSULTANT will coordinate with the CLIENT and TxDOT as needed to provide continuity and consistency of the preliminary analysis of the proposed drainage features and systems. The CONSULTANT will adhere to the criteria set forth by the CLIENT in the hydrology and hydraulic design guidelines technical memorandum.

The CONSULTANT will include significant preliminary hydrologic and hydraulic considerations in the development and assessment of alternative alignments for the project. Significant preliminary considerations include preliminary assessment of design elevations for various modes to ensure desired performance for hurricane evacuation and a preliminary assessment of the impacts to FEMA-regulated floodplains and.

The CONSULTANT will obtain Local and Regional Drainage analysis guidelines through coordination with local and regional Drainage authorities.

Tasks to be performed by the CONSULTANT to accomplish a preliminary hydrology and hydraulic assessment include, field investigations, data gathering, agency coordination, and determination of issues/concerns and how drainage would be handled. No calculations will be conducted until a recommended preferred alignment is identified and the CONSULTANT has been notified by the CLIENT to perform the preliminary calculations associated with the assessment. Tasks include the following:

- 1) Field Investigations and Data Gathering.
 - a. Obtain relevant existing hydrologic and hydraulic models if available.
 - b. Obtain and evaluate available studies and reports relevant to hydrologic and hydraulic design.
 - c. Investigate applicable design criteria, regulations, and guidance.
- 2) For each alternative, identify:
 - a. Issues/Concerns.
 - b. Drainage handling.
- 3) Agency Coordination
 - a. FEMA coordination – The CONSULTANT shall identify and document issues that will require coordination with FEMA, Hidalgo County, City of Pharr, including a discussion on the cities’ participation in the National Flood Insurance Program, location of existing and proposed floodplain encroachments, impacts of improvements on floodplains and need for future map revisions (CLOMRs/LOMRs). The CONSULTANT shall develop a preliminary technical summary and provide it to the CLIENT in support of the discussion regarding affects the project has on FEMA designated SFHAs.
 - b. Drainage and Water District coordination – The CONSULTANT shall coordinate with Hidalgo County, City of Pharr, and Hidalgo County Drainage District No. 1 for issues including outfall of storm water runoff into the neighboring drainage channels, as necessary. This coordination may include consideration of industrial stormwater or wastewater discharges in these districts.
 - c. Corps of Engineers coordination – If the CLIENT is issued a judgement by the USACE in which the USACE finds that waterways associated with the project do fall under the USACEs jurisdiction then the CLIENT will direct the CONSULTANT to further coordinate with the USACE. For this subtask, avoidance and mitigation relative to wetlands, Waters of the U.S. and current navigation features will be considered during the preliminary hydrologic and hydraulic assessment to limit future permitting issues.
 - d. Other Agencies – Other agencies identified during the data gathering phase of this task will be contacted as necessary in relation to the preliminary drainage assessment.

- E) Preliminary Construction Cost Estimates - The CONSULTANT will prepare a preliminary opinion of probable construction cost for the preferred alternative that includes preliminary ROW costs (if ROW is required), landscape costs and utility adjustments. Unit costs will be based statewide and/or Pharr District average unit prices, from the TxDOT website. Preliminary cost estimates will include an approximate 20% contingency and shall be updated for every stage of the milestone completion in a higher degree of detail, as more information is obtained and developed.

Because the CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet project schedules, the CONSULTANT'S opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

Deliverables:

- Alternative Analysis Report
 - Alternative Descriptions/Conceptual Design
 - Preliminary ROW Requirements
 - Preliminary Utility Matrix
 - Preliminary Construction Estimate
 - Preliminary Hydraulic Structure Sizing

PRELIMINARY ENGINEERING SERVICES

Task 1: Preliminary Design Concept Conference

- A) The CONSULTANT will prepare the draft Design Summary Report (DSR) for the Preliminary Design Concept Conference (PDCC). The draft DSR information will include the PDCC comments and concurrence, suggested attendance and suggested agenda. The draft DSR will be submitted to the CLIENT for review prior to conducting the PDCC.
- B) The CONSULTANT, in cooperation with the CLIENT, will conduct and document the PDCC meeting. The CONSULTANT will provide up to two (2) copies of plots, plans and related drawings of recommended alternative (1 anticipated) as appropriate for the PDCC meeting. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on the following:
- 1) Review of DSR.
 - 2) Establish design parameters for geometrics.
 - 3) Identify the key engineering and environmental constraints.
 - 4) Specific issues for focus during the engineering plan development.
 - 5) Identification of desired bicycle and pedestrian facilities and amenities.
 - 6) Identification of potential landscape and hardscape improvements and locations in accordance with the CSS findings.
 - 7) Project development schedule
 - 8) Other issues as identified by the CLIENT.
- C) Within one (1) week after conducting the PDCC, the CONSULTANT will submit three (3) revised draft copies of the DSR to the CLIENT for review and approval. After CLIENT comments are incorporated, the CONSULTANT will prepare five (5) copies of the final DSR

and submit along with meeting minutes to the CLIENT.

Deliverables:

- Design Summary Report – 3 draft copies and 5 final copies
- PDCC Meeting minutes

Task 2: Preliminary Horizontal and Vertical Conceptual Design

Part of Task 4: Alternative Analysis in the **DATA COLLECTION/EXISTING CONDITION ANALYSIS** section.

Task 3: Preliminary ROW Requirements – Preferred Alternative

Preliminary ROW requirements shall be determined using roadway functional classification, consideration of environmental impacts, design criteria, utility corridor space requirements, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs (if any ROW is required) shall be prepared. ROW acquisition costs, required, will be based on current appraisal values obtained from the Hidalgo County Appraisal District for the specific parcels to be acquired.

Deliverables:

- Preliminary ROW technical memorandum

Task 4: Preliminary Utility Location Investigations – Preferred Alternative

- A) The CONSULTANT will utilize existing plans; coordinate with utility companies, and visual field confirmation in the development of a preliminary utility location map.
- B) The CONSULTANT will participate in up to three (3) coordination meetings with designated CLIENT representatives and the utility companies' representatives to identify / confirm existing / proposed utilities, potential conflicts, review coordination progress and resolve outstanding issues.

Task 5: Preliminary Hydraulic Evaluations (Part of Task 4: Alternative Analysis)

Part of Task 4: Alternative Analysis in the **DATA COLLECTION/EXISTING CONDITION ANALYSIS** section.

Task 6: Preliminary Construction Cost Estimate – Preferred Alternative

For the preferred alternative alignment, a preliminary opinion of probable construction cost that includes preliminary ROW costs, landscape costs and utility adjustments, will be prepared by the CONSULTANT. Unit costs will be based on statewide and/or Pharr District average unit prices, from the TxDOT website. Preliminary cost estimates will include an approximate 20% contingency and shall be updated for every state of the milestone completion in a higher degree of detail, as more information is obtained and developed.

Because the CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet project schedules, the CONSULTANT'S opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids

or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules

Task 7: Preliminary Constructability Reviews – Preferred Alternative

The CONSULTANT will participate in constructability review for the project. Constructability reviews will be conducted on the preferred alternative alignment. The review will consider the constructability of the alternative based on known construction techniques and their relative cost and construction impacts to the surrounding area due to the various techniques.

Task 8: Preliminary Engineering Text and Coordination for EA Development – Preferred Alternative

The CONSULTANT will prepare a draft text summarizing the findings of the various engineering studies and investigations.

- A) Summary of data collected and how it will, may be or has been applied.
 - B) Photographic record of the project area.
 - C) Summary of existing condition analysis.
 - D) Alternatives assessment documentation report.
 - E) DSR.
 - F) Plan exhibits
 - G) Preliminary ROW technical memorandum.
 - H) Summary of preliminary utility conflict.
- Preliminary construction cost estimates

GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT

The CONSULTANT will develop a schematic plan of the Recommended Preferred Alternative. Preliminary design considerations will include the following: design criteria (operation/safety), ROW requirements and project costs.

Task 1: Typical Sections

The CONSULTANT will develop applicable typical sections of existing and proposed roadways at a proportional scale for incorporation into the schematic layout document. Typical section will include the following design elements:

- A) Centerline alignment.
- B) Profile grade line.
- C) ROW width.
- D) Limits of proposed roadway.
- E) Concrete traffic barrier railing or fencing.
- F) Illumination.
- G) Median width (raised, depressed, painted) and slope.
- H) Sign structures.
- I) Shoulder widths.
- J) Curbs and curb offsets
- K) Lane widths.
- L) Clear zones.
- M) Bicycle facilities.
- N) Pavement structure.

- O) Pavement cross slope.
- P) Berms.
- Q) Border (utility corridor).
- R) Drainage structures (existing and proposed).
- S) Stormwater Best Management Practice (BMP) locations (if required)
- T) Ditches, including side slope rates for fills and cuts.
- U) Natural grade line.
- V) Traffic directional arrows.
- W) Typical section description, including stationing and location
- X) Structure clearances, including horizontal and vertical clearances, airport clearances
- Y) Sidewalks.
- Z) Turn Lanes.
- AA) Super elevation limits, stationing and rate.

Task 2: Geometric Design (Horizontal and Vertical Control)

The CONSULTANT will develop vertical and horizontal alignments using Geopak for the roadway, and cross streets. Geometric design will be developed in sufficient detail to determine basic engineering needs such as ROW, fill or embankment, retaining wall locations and surface drainage needs.

Task 3: Preliminary Design Cross Sections

Preliminary design cross sections will be prepared at a maximum interval of 100 feet for roadway and specific elevated sections where there is a variation in profile. The preliminary design cross section will extend 15 feet beyond the limits of the proposed and/or existing ROW lines. Cross sections will be provided in hard copy and electronic Geopak format on a compact disk (CD). Information on each section will include existing ground line and proposed roadway template showing roadway and subgrade, or elevated bridge structures, as appropriate. Roadway excavation and embankment quantities will also be calculated for each section using the average end areas method. Cross sections will be provided on 11 x 17 sheets.

Task 4: Preliminary Traffic Control and Construction Sequencing

The CONSULTANT will develop a preliminary traffic control and sequence of construction report that documents and describes the preliminary construction sequence and phasing plan, this information will be included in the PER. The report will include the initial and ultimate proposed treatment of intersecting roads for selected route. Consideration will be given to construction activities during each stage of construction and traffic control during construction will be included in the development of preliminary design for the schematic plan. The sequence/phasing plan will consider the effects on adjacent property owners. The preliminary traffic control and sequence of construction plan that supports project assumptions for bridge type, materials mobilization, access points, waterway constraints, environmental constraints, and preliminary construction cost estimates. The sequence of construction will be described primarily through the use of typical sections for the corridor in general showing how operations and access to typical intersections and typical driveways will be maintained. Handling of traffic will be considered in the development of preliminary designs.

Task 5: Schematic Plan Preparation

The CONSULTANT will develop the color schematic plan on planimetric base map to indicate general geometric features and location requirements of the project. All schematic design will be in conformance with American Association of State Highway and Transportation Officials (AASHTO) and the TxDOT Roadway Design Manual as shown in the references, except where variances are

permitted in writing by the CLIENT. The schematic plan will be submitted for milestone reviews at 30%, 60%, 90% and 100% complete. Subsequent submittals of the schematic will be revised by the CONSULTANT to reflect the CLIENT's, and TxDOT's review comments from the previous submittal. The schematic plan and related drawings will be provided on 22" roll plots at a scale of 1"=200' horizontal and 1"=10' vertical. An electronic MicroStation DGN graphic file containing the approved schematic will be provided by the CONSULTANT.

The schematic plan will include the following:

A) General Information.

1. Design speed (mph).
2. Vicinity map, showing project location and north arrow.
3. North arrow and scale bar.
4. Traffic volume projections.
5. Texas county map, with city and district labeled.
6. Completed federal aid title block.
7. State plane coordinate reference, with datum and benchmark reference.
8. Preliminary "not a bidding document" stamp, with a Texas Licensed Professional Engineer (PE) signature, name, license number and date.
9. Copyright stamp.
10. Functional Classification
11. CSJ

B) Plan.

1. Calculated roadway baselines for the main lanes and all cross streets.
2. Beginning and ending project limits with stationing.
3. Alignment stationing.
4. Point of Intersection (PI) number and stations.
5. Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
6. Equations (if applicable), back station and forward station.
7. Super elevation type, transition length and beginning and ending station.
8. Pavement edges for all improvements (main lanes, frontage roads, ramps and cross streets).
9. Lane and pavement width dimensions.
10. Geometrics of speed change lanes.
11. Typical section location symbols.
12. Existing and proposed ROW, including ROW dimensions, tract lines, railroad ROW limits, city limits, section line and corners, subdivisions and easements.
13. Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
14. Median lines (raised, painted and transitions), median widths and openings.
15. Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration and deceleration lanes, climbing lanes and transitions.
16. Bridge and structure locations, including spans, bents, abutments and bridge type.
17. Retaining wall locations, including beginning and ending station.
18. Proposed drainage requirements, such as the location of structures, inlets, manholes, trunk lines, channels, ditches, arroyos, retention/detention ponds.

19. Existing drainage features, such as structures, channels, ditches, arroyos, trunk lines, retention/detention ponds.

C) Profile.

1. Calculated profile grade for the main lanes and cross streets. Vertical curve data, including VPI number and station, length, “K” and “e” values and type of curve (crest or sag) will be shown. Profile grade information will be shown on all plan sheets.
2. Longitudinal slopes.
3. Equations.
4. Beginning and ending of project.
5. Super elevation, including normal crown limits, transition length, full superelevation length and rates.
6. Existing ground line profiles and proposed roadway profiles will be shown on the plans.
7. Cross street name, station and elevation.
8. Existing and proposed bridges, including required vertical clearances, begin and end bridge limit stationing and span/bent/abutment locations and assumed superstructure depth.
9. Existing and proposed drainage features (structure, channels, ditches, arroyos, ponding areas), labeling station and invert elevation.

Task 6: Hydrology and Hydraulic Studies/Drainage Design

For the Recommended Preferred Alternative the CONSULTANT will perform schematic level drainage evaluation and design for the schematic plan. The CONSULTANT will coordinate with the CLIENT, and TxDOT as needed to provide continuity and consistency of proposed drainage features and systems. The CONSULTANT will follow design methodologies and criteria contained in the TxDOT Hydraulic Design Manual to identify potential culvert crossing locations, outfalls and conceptual detention/retention locations.

Drainage analysis and maps will be prepared by the CONSULTANT with consideration of existing conditions and proposed improvements when a final configuration has been determined. Hydrologic discharge data will be established as needed for design. These services may require the use of hydrologic or hydraulics computer programs, such as: Texas Hydraulic System (THYSYS), HY-8, HEC-RAS, HEC-1, HEC-HMS, GEOPAK Drainage, FHWA Hydraulic Engineering Circulars, other TxDOT hydraulic publications and any other pertinent software as approved by TxDOT.

Tasks to be performed by the CONSULTANT to accomplish hydrology and hydraulic studies and drainage design include the following:

A) Field Investigations and Data Gathering.

1. Conduct site visit to project to inspect watersheds and conditions of existing facilities.
2. Coordinate with the project geotechnical CONSULTANT regarding information on groundwater levels and soil conditions at locations throughout the site.
3. Obtain relevant existing hydrologic and hydraulic models.
4. Obtain and evaluate available studies and reports relevant to hydrologic and hydraulic design.
5. Investigate applicable design criteria, regulations, and guidance.
6. Compile and review available pertinent environmental data associated with drainage, hydrologic and hydraulics.

B) Hydrologic and Hydraulic Studies.

1. Design Criteria – The CONSULTANT will utilize the design criteria as provided in the TxDOT Hydraulic Design Manual to size drainage structures within each roadway section. The design will conform to all other applicable regulations, e.g. FEMA, TCEQ, USIBWC.
2. Perform hydraulic analysis and design of roadway cross drainage structures and roadway ditch capacity analysis, as required to develop anticipated project ROW requirements to accommodate drainage features. The design frequency will be based on roadway classification and conveyance capacity will be adequate to accommodate the appropriate design storm and to perform within an acceptable range for the check flood.
3. Design of ponds or other structures as needed for flood control. If needed, preliminary sizing will be provided and any additional ROW needed to accommodate proposed drainage facilities will be identified.

C) Design Documentation

1. Prepare a report which provides sufficient documentation to support the proposed design configuration, and summarizes the key assumptions and methodology used. The report will be signed and sealed by a (PE) employed by the CONSULTANT and include such key information as:
 - Project Background (location, existing conditions, significant design considerations)
 - Design Criteria (design frequency, check flood, applicable regulations)
 - Hydrologic Study (assumptions, methodology, drainage area information, summary of results)
 - Hydraulic Study (assumptions, methodology, summary of results)
 - Attachments (electronic data/models, detailed input/output files)
2. Prepare engineer's construction cost estimate for drainage structures and conveyance systems.

A) Agency Coordination.

1. Federal Emergency Management Agency (FEMA) coordination – The CONSULTANT will identify and document issues that will require coordination with FEMA, Hidalgo County, City of Pharr, including a discussion on the cities' participation in the National Flood Insurance Program, location of existing and proposed floodplain encroachments, impacts of improvements on floodplains and need for future map revisions (Conditional Letter of Map Revision/Letter of Map Revision (CLOMRs/LOMRs)). The CONSULTANT will develop technical data and provide it to FEMA and Cameron County via the CLIENT in support of this discussion, as necessary.
2. Drainage and Water District coordination – The CONSULTANT will coordinate with Hidalgo County and appropriate irrigation/drainage districts for issues including outfall of storm water runoff into the neighboring drainage channels.as necessary.
3. United States Army Corps of Engineers (USACE) coordination – The CONSULTANT will coordinate with the USACE, if necessary, regarding any natural arroyos crossing underneath the proposed roadway. For this subtask, avoidance and mitigation relative to wetlands, Waters of the U.S. and current navigation features will be considered during the hydrologic and hydraulic study to limit the permitting issues.
4. USIBWC coordination – The CONSULTANT shall coordinate with the USIBWC, if necessary, regarding the any outfalls into the USIBWC property. For this subtask, impacts to the Floodway system shall be analyzed. The CONSULTANT shall develop technical data and

provide it to USIBWC, via the CLIENT in an effort to receive concurrence/permits/licenses from USIBWC for the proposed improvements.

5. Other Agencies – Other agencies identified during the Data Gathering phase of this task will be contacted as necessary. Coordination will be limited to specific hydrologic and hydraulic elements of this task.

Deliverables:

- Typical Sections
- Preliminary Design Cross Sections (60%, 90%, and 100%)
- Schematic (30%, 60%, 90%, and 100%)
- Hydrology and Hydraulic Analysis Report (30%, 60%, 90%, and 100%)
- Preliminary Bridge Layouts (30%, 60%, 90%, and 100%)

Task 7: Schematic Milestones and Deliverables

The CONSULTANT will assemble and submit the required number of below specified deliverables simultaneously to the CLIENT. The specified number of deliverables shown will be submitted to the CLIENT. The CLIENT will ultimately determine if a submittal review meeting (SRM) is necessary. Review meetings will be planned for budgetary purposes but will only be held if so directed by the CLIENT.

30% Complete Schematic Review Package

A) The CONSULTANT will print/plot, assemble and submit the following for the 30% complete schematic review package.

1) Three (3) copies of the PER including the following:

- Summary of data collected and how it will, may be or has been applied
- Photographic record of project area
- Summary of existing condition analysis
- Alternatives assessment documentation report
- DSR
- Preliminary construction cost estimate

2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the schematic plan and related drawings (22" wide roll plots).

3) Three (3) copies of the hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.

4) One (1) copy of markups of internal QC review documents, including appropriate checklists.

B) The CONSULTANT will prepare for and attend a 30% SRM if deemed necessary by the CLIENT. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Preliminary Design Cross Sections

The CONSULTANT will submit between the 30% and 60% SRMs, one (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections.

60% Complete Schematic Review Package

A) The CONSULTANT will print/plot, assemble and submit the following for the 60% complete

schematic review package.

- 1) Three (3) copies of the PER consisting of refined information from the 30% review submittal.
 - 2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
 - 3) Five (5) copies of Form 1002 "Proposed Basic Design Data," including documentation of preliminary design exceptions and waivers as applicable and one (1) copy of all associated electronic files.
 - 4) Three (3) copies the refined hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
 - 5) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 60% SRM if deemed necessary by the CLIENT. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

90% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 90% complete schematic review package.
- 1) Three (3) copies of the refined PER.
 - 2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
 - 3) Three (3) copies of refined hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
- B) The CONSULTANT will prepare for and attend a 90% SRM if deemed necessary by the CLIENT. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Final Complete Schematic Review Package

The CONSULTANT will print/plot, assemble and submit the following for the 100% complete schematic review package:

- A) Three (3) bound and one (1) unbound copy of the final PER and one (1) copy of all associated electronic files.
- B) Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK).
- C) Five (5) copies of Form 1002 "Proposed Basic Design Data" page 3 of 3 and one (1) copy of all associated electronic files.
- D) Three (3) copies of the final hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
- E) The CONSULTANT will plot and submit five (5) copies of the CLIENT approved schematic plan for subsequent submittal by the CLIENT to TxDOT for approval. The TxDOT's design division will provide any necessary review and coordination with FHWA, as applicable.
- F) As deemed necessary by the CLIENT, if there are any changes made to the schematic following approval from the design division and FHWA and after the public hearing, the CONSULTANT will plot and submit the five (5) copies of the revised schematic as directed by the CLIENT.

Deliverables:

- Meeting minutes for all meetings attended
- 30% complete schematic review package
- One (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections
- 60% complete schematic review package
- 90% complete schematic review package
- 100% complete schematic review package
- Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK) for design division and FHWA review
- If deemed necessary by the CLIENT, five (5) sets of the revised final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK)

PRELIMINARY ENGINEERING REPORT (PER) PREPARATION

Task 1: PER

The CONSULTANT will prepare a draft PER summarizing the findings of the various engineering studies and investigations. The preferred sheet sizes for the report are 11"x17" (landscape) and 8.5" x 11" (portrait). The draft PER will be submitted at 30%, 60% and 90% complete milestone reviews and will contain sufficient detail to reflect the applicable completion milestone submittal. The CONSULTANT will prepare a final PER for submittal with the 100% complete milestone review. The PER will be signed and sealed by a PE employed by the CONSULTANT and include key information such as the following:

- A) Summary of data collected and how it will, may be, or has been applied.
- B) Photographic record of project area.
- C) Summary of existing condition analysis.
- D) Alternatives assessment documentation report.
- E) Design Summary Report (DSR).
- F) Plan and profile exhibits
- G) Preliminary ROW technical memorandum.
- H) Summary of preliminary utility conflicts.
- I) Preliminary construction cost estimates.

Deliverables:

- Draft PERs to accompany 30%, 60% ,90%
- Three (3) copies and a pdf of the final PER

BASE AND SOIL TESTING AND CORE DRILLING

The CONSULTANT will provide soil testing and soil exploration to determine the subsurface stratigraphy and to evaluate the engineering properties of the soil to provide recommendations pertaining to the roadway, miscellaneous structure design and construction.

Since subsurface conditions can change over time due to both natural and manmade forces, including changes in condition or use of adjacent properties, CONSULTANT nor its geotechnical or material testing subconsultants shall be held responsible if the conditions encountered after the date of this

analysis are different from those inferred by the test borings and laboratory test results, or the project details and information provided to CONSULTANT or its subconsultants changes. Any recommendations made by CONSULTANT and/or its subconsultants hereunder are an expression of each party's professional experience and opinion and are based upon their knowledge, information and belief. No other warranty is either expressed or implied. Any use or reuse of the report for any purpose other than as specifically intended hereunder without written verification by CONSULTANT shall be at user's own risk.

The services will include the following:

Task 1: Geotechnical Drilling Services

For the recommended alignment, the CONSULTANT will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this work authorization:

1. Borings B-1 through B-13 along Anaya Road alignment.

Final drilling depths and elevations will be based on geologic conditions at the time of drilling operations. Boring depths may extend beyond the listed depths to ensure sufficient data is obtained to achieve the capacity of the proposed support system.

Roadway boring sampling procedures will be in accordance with TxDOT procedures using the Texas Cone Penetrometer. Disturbed samples will be taken every five (5) feet for classification of soil types. Undisturbed samples (thin walled tube samples) will be taken every five (5) feet in cohesive soils in the top twenty (20) feet then every ten (10) feet to the depth of the boring for strength and compressibility testing and strata verification.

The CONSULTANT will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. At all boring locations, the CONSULTANT will coordinate with the CLIENT to ensure that right of entry forms includes the specific items required to complete the soil borings.

All borings will be located in the field by a representative of the CONSULTANT. All boring locations will be surveyed and documented with GPS coordinates.

Samples will be removed from the sample apparatus during drilling operations. The CONSULTANT will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the laboratory testing facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with bentonite chips.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Encountering hazardous or contaminated soils or substances during our field activities.

The CONSULTANT will notify the CLIENT should these services become necessary to complete field exploration activities, and if approved by the CLIENT, additional negotiated fee and scope will be incorporated through a supplemental work authorization.

Task 2: Geotechnical Laboratory Testing Services

Geotechnical laboratory testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

- A) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E) – This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index and Linear Shrinkage test results.
- B) Gradation (-200) (ASTM D1140 or Tex-111-E) – This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils. The grain size analysis will be conducive of scour calculations and analysis.
- C) Determination of Moisture in Soils (ASTM D2216 or Tex-103-E) – This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.
- D) Sulfate Content of Soil (ASTM C1580 or Tex-145-E) – This procedure will identify the soluble sulfate content of soil by using the turbidimetric techniques. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option.
- E) Determining Soil pH (Tex-128-E) – This method determines the pH of a soil in an aqueous solution.
- F) Lime Series Testing (Tex-112-E) – This procedure involves reducing the plasticity of soils through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for roadway subgrade.
- G) Soil-Cement Testing (Tex-120-E) -This procedure involves determining the unconfined compressive strength of compacted soil-cement specimens after seven days curing (10 lb. hammer, 18-inch drop, 50 blows/layer using a 6 x 8 in. mold).

Task 3: Geotechnical Engineering Services

Prior to beginning the geotechnical report, the CONSULTANT shall collect, review and evaluate all available existing data pertaining to the project and assemble a reference file of existing data.

The CONSULTANT will utilize information gathered from the field and laboratory testing to provide the CLIENT with a geologic profile and geotechnical engineering analyses for the project. The findings and conclusions derived from analyses will be presented in a written engineering report and provided to the CLIENT (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and engineering recommendations based on the TxDOT Geotechnical and Bridge Design Manuals:

- Recommendations for stabilization of subgrade.
- Preliminary pavement thickness recommendations (Based on FPS21 and traffic information provided by the CLIENT)

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

Task 3: Preliminary Pavement Design

An investigation shall be made to design the preliminary proposed pavement structure. A flexible and rigid pavement design shall be evaluated.

Deliverables:

- Preliminary Pavement Design Report

TASK 150 – FIELD SURVEYING AND PHOTOGRAMMETRY

The CONSULTANT will provide professional surveying and aerial mapping services required for the Recommended Preferred Alternative. The standards and specification under which this work will be performed is detailed hereinafter under “Standards and Specifications for Surveying Services.”

FIELD SURVEYING

Task 1: Horizontal and Vertical Control

- A) Utilizing static Global Positioning System (GPS) methods, the CONSULTANT will establish primary horizontal and vertical control for the project based on the Texas Coordinate System NAD 83/93, NAVD 88 Datum, South Zone (U.S. Survey Feet) adjusted to surface using a surface adjustment factor to be specified by the CLIENT. Primary control points (Type II concrete monuments with aluminum caps stamped with a unique alphanumeric identifier) will be established at approximate two (2) mile intervals along existing Anaya ROW.
- B) The CONSULTANT will prepare a control recovery sheet, to CLIENT specifications, for each primary control point containing a sketch of the point with measurements to a minimum of three (3) ties to permanent fixed objects near its location. Provide coordinates, metadata and other pertinent information.
- C) The CONSULTANT will prepare and submit to the CLIENT an original “Control Book” or “Horizontal and Vertical Control Survey Report” containing control data sheets for all source monumentation, control recovery sheets for all project primary control points, an ASCII point list containing all final horizontal and vertical control values and a detailed GPS report.

Task 2: Ownership Research and Right of Entry

- A) The CONSULTANT will verify current ownership in the Hidalgo County Tax Appraisal Offices for all privately owned properties which access will be needed for any tasks listed herein. A current ownership list of the adjoining properties will be created in Excel format and a copy of this list will be provided to the CLIENT. No deed or easement research will be performed as part of this scope of services.
- B) The CONSULTANT will attempt to obtain right of entry (ROE) by signed letter from each of the

private property owners contained in the above-mentioned ownership list. A draft copy of the ROE letter will be provided to the CLIENT for approval prior to any mailings. The results of mailings will be recorded and reported for future action. Also, when necessary, the CONSULTANT, will contact property owners in advance of field surveys or to address specific property owner concerns about the work to be performed or being performed. It is anticipated that the CLIENT will assist with problems regarding landowners who refuse to grant ROE or are otherwise hostile with respect to the completion of this scope of services. No tasks listed in this scope of services that require access onto private property will be performed without signed right of entry from the landowner.

Task 3: Engineering Design Surveying (Recommended Preferred Alternative Alignment)

The CONSULTANT shall verify the benchmark coordinates and establish additional horizontal and vertical control for the project. The CONSULTANT shall provide field surveying services necessary to establish a Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, and update topography. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The CONSULTANT shall:

- Determine Project Baseline: The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at Point of Curvatures (P.C.'s), Point of Intersections (P.I.'s) and Point of Tangents (P.T.'s) of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on both sides near the existing ROW lines at a measured distance. If available, coordinate to field tie to the Project baseline set by adjacent Engineers for consistency and accuracy.
- Horizontal and Vertical Control Surveys (Project Control): The maximum distance between control points shall not exceed 1,000 feet. The coordinate location and elevation of control points or center panel points based on GPS surveys conducted by the CONSULTANT's Surveyor shall meet standards of accuracy. Reference may be made to standards of accuracy for First Authorization surveys as described in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques.
- **Survey Control Index Sheets:** The CONSULTANT's Surveyor shall prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet should be used in conjunction with each other. The following information should be shown on the Survey Control Index Sheet:
 - Overall view of the project and primary control monuments set for control of the project.
 - Identification of the control points.
 - Baseline and centerline.
 - Graphic (Bar) Scale.

- North Arrow.
- Placement of note “The survey control information has been accepted and incorporated into this PS&E” which is signed, sealed, and dated by a Texas Professional Engineer.
- RPLS signature, seal and date.
- TxDOT title block containing District Name, County, Highway, and CSJ.

The following information should be shown on the Horizontal and Vertical Control Sheet:

- Location for each control point, showing baseline and centerline alignment and North arrow.
 - Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
 - Basis of Datum for horizontal control (base control monument, benchmark name, number, datum).
 - Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
 - Date of current adjustment of the datum.
 - Monumentation set for Control (Description, District name/number and Location ties).
 - Surface Adjustment Factor and unit of measurement.
 - Coordinates (SPC Zone and surface or grid).
 - Relevant metadata.
 - Graphic (Bar) Scale.
 - Placement of note “The survey control information has been accepted and incorporated into this PS&E” which is signed, sealed and dated by a Texas Professional Engineer.
 - RPLS signature, seal and date.
-
- Perform datum ties as required. If required, establish an elevation base on the project control’s datum to other public entities published benchmarks.
 - Establish additional and verify existing control points. Horizontal and Vertical control ties should be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and as directed by the State.
 - Obtain profile and cross section intersecting streets and driveways (to 50 feet outside ROW for driveways, and 200 feet for intersecting streets and 500 feet for intersecting streets greater than two lanes wide) for tie into project.
 - Obtain cross section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross sections shall cover the top of the channel over bank extending at least 50 feet beyond. Cross section data shall include flow line of the channel.
 - Secure right-of-entry (short of litigation), as needed for the project and the CONSULTANT shall not commit acts which will result in damages to private property and the CONSULTANT will make every effort to comply with the wishes and address the concerns of private property owners.
 - Locate visible existing utilities, overhead utilities, and underground utilities as marked by Texas811 One-Call. (location, and direction).
 - Locate existing ROW based on monumentation and fence lines.
 - Determine any changes in topography from outdated maps due to development, erosion, etc.
 - Obtain profiles of existing drainage facilities.

- Provide details of existing bridge structures. (2 structures; Top of slab and rails only)
- Obtain cross sections at 100 ft intervals and with cross sections extending from ROW to ROW.
- Provide temporary signs, traffic control, flags, safety equipment, etc.
- The CONSULTANT's Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUTCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the CONSULTANT's Surveyor and approved by the State prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State personnel upon request.

The following definitions shall apply:

- DGN-Two dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
- DTM-Three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.
- Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and elevation have been determined by on the ground surveys.

Task 4: Geotechnical Bore Hole Surveys

- A) The CONSULTANT will stake a maximum three (3) soil-boring locations in the field prior to commencement of soil drilling services. Field stakes will be flagged and labeled to clearly identify each proposed soil boring location.
- B) The CONSULTANT will field survey the location and elevation of actual soil boring locations and provide directly to the geotechnical services representative, in appropriate electronic and hard copy format, as needed for timely incorporation into the geotechnical investigation documentation.

Task 5: Proposed ROW Staking

- A) If deemed necessary by the CLIENT and upon receipt of written authorization from the CLIENT, the CONSULTANT will stake (with a 60d nail and wooden stake) and flag proposed ROW lines at points of curvature, points of tangency, points of intersection and two hundred (200) foot maximum intervals along tangents. For budgeting purposes it is assumed that two (2) separate staking's will be required. This shall be completed, if necessary, under a supplemental work authorization.

Deliverables:

- Project Control Book containing control data sheets for all source monumentation, control recovery sheets for all project primary control points, an ASCII point list containing all final horizontal and vertical control values and a detailed GPS report
- ASCII file with point number, northing, easting, elevation and feature code of all surveyed points
- GEOPAK file of all surveyed points

- Ownership list of all private property owners which access was needed in Excel format
- Copies of all signed ROE letters in “.pdf” format
- Metadata containing all appropriate tabular data in digital form
- TIN file in GEOPAK 2004 format containing design survey data
- DAT file in GEOPAK 2004 format containing design survey data
- Field book copies in PDF format
- MicroStation V8i (Select Series 2) 3D DTM .DGN
- Microstation (V8i Select Series 2) 2D planimetric .DGN
- Survey Control Sheets (11”X17”)
- Provide 8 ½” x 11” location sketches for all control. These sketches shall be signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

PLANS, SPECIFICATIONS AND ESTIMATES

Task 1: Roadway Design Controls

The CONSULTANT shall inform the CLIENT of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The CONSULTANT shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the CONSULTANT and the CLIENT unless otherwise directed by the CLIENT to proceed. The CONSULTANT shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the CLIENT for coordination and processing of approvals.

Task 2: Roadway Design

The CONSULTANT shall provide roadway plan and profile drawings along Anaya Road project limits using CADD standards as required by the CLIENT. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features from files provided by the CLIENT. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on separate or same sheets (this depends upon width of pavement) for main lanes.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines for roadway and cross streets, as applicable. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements.
3. Lane and pavement width dimensions.
4. Proposed driveways, culverts and ditch relocations.
5. Proposed structure locations, lengths and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
7. Drawing scale shall be 1”=100’
8. Show all roadway removals.
9. ROW lines and easements.
10. Begin/end superelevation transitions and cross slope changes.
11. Limits of rip rap, block sod, and seeding (if applicable).

12. Existing utilities (if applicable) and structures.
13. Benchmark information.
14. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items, American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items and additional miscellaneous roadway details, as necessary.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed roadways, main lanes, cross streets. Vertical curve data, including "K" values shall be shown.
2. Existing and proposed profiles along the proposed centerline of the roadway.
3. Drawing vertical scale to be 1"=10'.

Task 3: Typical Sections

The CONSULTANT shall provide typical sections required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

Task 4: Cross Streets and Intersections

The CONSULTANT shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each major cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details.

Task 5: Cut and Fill Quantities

The CONSULTANT shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals and at specific locations like driveways, culvert crossings, etc. as identified and required by the CLIENT. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets and electronic files. The CONSULTANT shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

Five hard copies and one electronic copy of drawings shall be submitted by the CONSULTANT at the 30%, 60%, 95% and final submittals, respectively.

Task 6: Plan Preparation

The CONSULTANT shall prepare roadway plans, profiles, typical sections and horizontal and vertical data sheets for the proposed improvements.

Task 7: Drainage

The Engineer shall perform the following:

1. Complete inventory of existing drainage features.
2. Extend cross culverts as needed for roadway widening. Prepare cross culvert cross section sheets.
3. Prepare layout and details for proposed riprap, velocity dissipaters, and/or other devices as needed.

Design: The CONSULTANT shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The CONSULTANT shall provide layouts and design of all drainage component including Storm Drain.

The CONSULTANT shall perform the following:

1. The CONSULTANT shall evaluate and identify culverts requiring extensions and/or end treatment modifications.
2. Prepare culvert cross sections for culverts requiring extensions and/or end treatment modifications.
3. Identify areas requiring trench protection, excavation, shoring and de-watering.
4. Provide Storm Drain Design.
5. Select standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
6. Prepare drainage facility quantity summaries.
7. Identify potential utility conflicts and design around them, wherever possible.
8. Take into consideration utility impacts and driveway grades.

Task 8: Signing, Pavement Markings and Signalization

Signing: The CONSULTANT shall prepare drawings, specifications and details for all signs. The CONSULTANT shall coordinate with the CLIENT (and other Engineers as required) for overall final signing strategies and placement of signs necessary to complete the project including signs outside the project limits, if necessary.

The CONSULTANT shall perform the following:

1. Perform a site survey to inventory existing signs, pavement markings and delineators.
2. Prepare sign detail sheets for applicable large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs. Prepare small sign details.
3. Designate the shields to be attached to guide signs.
4. Illustrate and number the proposed signs on plan sheets.
5. Select each sign foundation from State Standards.
6. Show existing signs to remain, to be removed or to be relocated.
7. Perform signing quantity calculations. Prepare summary sheets for signing.

Pavement Marking: The CONSULTANT shall detail permanent pavement markings and channelization devices on the plan and profile sheets. The CONSULTANT shall coordinate with the CLIENT (and other Engineers as required) for overall final pavement marking strategies. The CONSULTANT shall select Pavement markings from the latest State standards.

The CONSULTANT shall provide the following sign/pavement marking layout information on the plan and profile sheets:

1. Roadway layout.
2. Center line with station numbering.
3. Culverts and other structures that present a hazard to traffic.
4. Location of utilities.
5. Existing signs to remain, to be removed, or to be relocated.
6. Proposed signs (illustrated, numbered and size).

7. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
8. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
9. Right-of-way limits.
10. Direction of traffic flow on all roadways

Task 9: Miscellaneous Roadway

The CONSULTANT shall provide the following services:

Traffic Control Plan, Detours, Sequence of Construction. The CONSULTANT shall prepare Traffic Control Plans (TCP) for the project. The CONSULTANT is to complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The CONSULTANT is to implement the current Barricade and Construction (BC) standards as applicable.

1. The CONSULTANT shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The CONSULTANT shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals). The CONSULTANT shall show temporary roadways, structures and detours required to maintain lane continuity throughout the construction phasing. If temporary retaining walls are required, show the limits on the applicable TCP. The proposed traffic control plan will include an overall Sequence of Construction Sheet as well as sheets showing the traffic control devices and construction sequencing to be used for individual phases.
2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The CONSULTANT shall notify the CLIENT in the event existing access must be eliminated, and must receive approval from the CLIENT prior to any elimination of existing access.
3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The CONSULTANT shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
4. Prepare each TCP in coordination with the CLIENT. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs. The CONSULTANT shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
5. Maintain continuous access to abutting properties during all phases of the TCP. The CONSULTANT shall develop a list of each abutting property along its alignment. The CONSULTANT shall prepare exhibits for and attend meetings with the public, as requested by the CLIENT.
6. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the CONSULTANT shall notify the CLIENT in writing of

the need and justification for such action. TxDOT shall be responsible for coordination with utility companies.

7. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
8. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

Illumination. The CONSULTANT shall refer to TxDOT's *Highway Illumination Manual* (November 2003) and other deemed necessary State approved manuals for design of safety lighting. The CONSULTANT shall evaluate accident data provided by the CLIENT to make recommendations on proposed safety lighting.

Storm Water Pollution Prevention Plans (SW3P). The CONSULTANT shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

Compute and Tabulate Quantities. The CONSULTANT shall provide the summaries and quantities within all formal submittals.

Estimate. The CONSULTANT shall independently develop and report quantities necessary to construct contract in standard State bid format at the specified milestones and Final PS&E submittals. The CONSULTANT shall prepare the bid items and quantities for the estimate and input into DCIS format at the 95% milestone stage, and verify and revise the DCIS estimate when the Final PS&E is submitted to the CLIENT. The CONSULTANT shall create and insert Estimate and Quantities sheets in the plans.

Specifications and General Notes. The CONSULTANT shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The CONSULTANT shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The CONSULTANT shall provide General Notes, Special Specifications and Special Provisions in the required format. The CONSULTANT shall create and insert the General Notes sheets into the plans.

Construction Schedule. The CONSULTANT shall prepare a construction contract time schedule in accordance with the State's Administrative Circular No. 17-93. The schedule will be shown in an Excel Spreadsheet provided by the CLIENT. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format which depicts the interdependence of the various items, and adjacent construction packages. The CONSULTANT shall provide assistance to the CLIENT in interpreting the schedule.

Task 10: PS&E Milestones and Deliverables

The CONSULTANT shall be required to submit the following applicable items for each of the following stages of PS&E development:

1. 30% Plans Submittal

- a. PDF copies of the 11 x 17 plans sheets, and 5 hardcopy sets of 11" x 17" plan sheets for the CLIENT Review consisting of the following:
 - Title Sheet
 - Index of Sheets
 - Typical Sections
 - Quantities Sheets – 30%
 - Preliminary Pavement Marking Layouts on a roll plot
 - Preliminary Cross Culvert Plan and Profile Sheets
 - Preliminary Miscellaneous Roadway Details
- b. Utility Conflicts Analysis Matrix
- c. CONSULTANT's internal QA/QC markup set.
- d. Form 1002 and Design Exceptions and/or waivers with existing and proposed typical sections, location map and design exception exhibits.
- e. 1 set of a roll format construction sequencing and phasing plan concept, 1 .pdf of construction sequencing and phasing plan concept, and significant project procedures form (State Form 2229).
- f. Preliminary Supporting Documentation
 - Estimate of construction cost.
 - DSR Updates

2. 60% Plans Submittal

- a. PDF copies of the 11 x 17 plan sheets, and 5 hardcopy sets of 11" x 17" plan sheets for the CLIENT Review consisting of the following:
 - In Progress Title Sheet
 - Index of Sheets
 - Typical Sections
 - Quantity Sheets – 60%
 - Plan and Profile Sheets
 - Traffic Control Plan and Sequence of Work Sheets
 - Traffic control advance signing sheet
 - Signing and Pavement Marking Layouts (include on plan and profile sheets)
 - Alignment Data Sheet
 - Miscellaneous Roadway Details
 - All utilities (overhead and sub-surface) in plan and profiles
 - Illumination Sheets
 - SW3P sheets
 - Roadway Cross Sections
- b. CONSULTANT's Internal QA/QC markup set (PDF Format)
- c. Supporting Documentation
 - Estimate of Construction Cost
 - DSR Updates
 - General Notes

3. 95% Plans Submittal –

- a. PDF Copies and 5 Hard Copies of 11 x 17 plan sheets for the CLIENT Review consisting of the following:
 - Title Sheet – Final
 - Index of Sheets – Final
 - Typical Sections – Final
 - General Notes – Final
 - Estimate And Quantity Sheet – Final
 - Consolidated Summary – Final
 - Traffic Control Plan & Sequence of Work – Final
 - Quantity Sheets - 100% quantities
 - Plan and Profile – Final
 - Signing and Pavement Marking Layouts on a roll plot – Final
 - Miscellaneous Roadway Details – Final
 - Alignment Data Sheet – Final
 - Details Sheet – Final
 - Standards (including modified) – Final
 - Roadway Cross Sections
 - Forms 1002 and 2229
- b. List of governing Specifications and Special Provisions in addition to those required.
- c. Construction Cost Estimate
- d. Supporting document or items relevant to the project shown on the complete PS&E Checklist:
 - Contract time determination summary.
 - Construction Schedule
 - Right-of-Way and utilities certification based upon information to be provided by TxDOT.
 - CONSULTANT's internal QA/QC marked-up set.
 - Any other applicable supporting documents as required in the PS&E checklist.

4. Final PS&E Submittal

- a. One (1) original signed and sealed paper set (11" x 17"), and five (5) paper copy (11"x17") of the final construction plans.
- b. A hard copy and electronic file of the final construction cost estimate (Microsoft Excel).
- c. A hard copy and electronic file of a sealed and signed construction workday critical path schedule in .pdf format.
- d. One (1) paper set of the final supporting documents revised from 95% review comments
- e. Electronic copy and three (3) hard copies of final Roadway Cross Sections
- f. Electronic PDF portfolio file of the signed, sealed and dated construction plans and supporting papers (see below for file naming format).
- g. Utility Conflict Analysis Spreadsheet
- h. A PDF of the completed PS&E Checklist and all supporting documentation for the checklist.

Final Project Deliverables – As determined by the CLIENT, the final project deliverables shall be submitted after all review comments are addressed, or one month after the project has been let.

Electronic Copies - The CONSULTANT shall furnish the CLIENT with One (1) Digital Video Disc (DVD) or Compact Disk (CD) containing electronic files of Microstation drawings (two sets in two separate folders - one with referencing capabilities and containing all reference files, and the other shall have all plan sheet files merged (merged-to-master)) when requested. The DVD/CD shall also contain the estimate, general notes, specifications, and construction time estimate (CPM format), working copies of all spreadsheets and output from any programs utilized in a universally reliable format.

The CONSULTANT shall also provide separate CD/DVD containing proposed cross section information (in pdf, dgn, XLR & ASCII formats) for the contractor's use.

TECHNICAL REPORTS INCLUDING ENVIRONMENTAL DOCUMENT

Work performed under this work authorization will be performed in accordance with TxDOT's latest practices, criteria, specifications, policies, procedures, and Environmental Compliance Toolkits relevant to the environmental document. All documents shall be sufficient to satisfy the procedures given in the current Environmental Compliance Toolkit available from the State. The CONSULTANT shall develop technical reports and documents in support of an environmental decision. The CONSULTANT will provide all draft deliverables technically complete without data gaps. All final deliverables will address and incorporate all comments by the CITY. The CONSULTANT will consult with the CITY and TxDOT during the development of the deliverables. The CONSULTANT will deliver 2 electronic copies to the CITY and TxDOT Pharr District for the task below in Microsoft Word and Adobe pdf formats.

Task 1: Scoping Document

Per 43 TAC §2.44, developing a project scope is required for any TxDOT and Local Government Sponsored Transportation project. The CONSULTANT will prepare the Project Scope for Environmental Review Documents from early in project development process to outline the project sponsor and department delegate responsibilities for the project and obtain an initial project classification from TxDOT.

Deliverables:

- Draft and Final Project Scope for Environmental Review Documents Form for CE

Task 2: Meeting with TxDOT/City of Pharr

The CONSULTANT will conduct a kick-off meeting with TxDOT-Pharr District/City of Pharr representatives to discuss schedule, project purpose and need, proposed project limits, typical section, proposed letting etc. to kick off the project.

Deliverables:

- Draft and Final Meeting Minutes of Kick-Off meeting

Task 3: Obtain Right-of-Entry

The CONSULTANT will secure right of entry for up to fifty (50) parcels within the project study area for the purpose of completing environmental studies and field investigations.

Deliverables:

- Copies of the Right-of-Entry Letters

Task 4: Hazardous Materials Technical Report and ISA

The CONSULTANT will conduct an initial site assessment (ISA) to determine the potential for encountering hazardous materials in the project area. The assessment will consist of the following tasks:

- Obtain a regulatory agency database search with minimum search distances conducted in accordance with American Society for Testing and Materials (ASTM) 1527-13.
- Conduct field reconnaissance to verify those sites identified from the regulatory agency database search and to document any visual and/or olfactory evidence of potential environmental concerns in the project area.
- Sites that are identified in the regulatory database search or as a result of the field reconnaissance will be ranked to evaluate the potential for petroleum and/or hazardous materials contamination in the project area.
- Preparation of the TxDOT Hazardous Materials Initial Site Assessment

Note: This assessment does not include a Phase I (ASTM E1527-13) or Phase II Environmental Site Assessment, interviews with property owners, or reviews of fire insurance maps, deed records, city directories, property tax files or other sources.

Deliverables:

- Draft and Final TxDOT Hazardous Materials Technical Report and ISA

Task 5: Water Resources Technical Report

The CONSULTANT will provide a Water Resources Technical Report in accordance with the current version of the Water Quality toolkit. The study will include the following:

- Address water quality studies in accordance with Section 303(d) of the Clean Water Act as administered by TCEQ.
- Address Executive Order 11990
- Address the River and Harbor Act,
- Address Section 402
- Address Coastal Barrier Resources Act
- Identify if the project will discharge to listed or threatened waters.
- Identify if the project will discharge to a water body that is within five miles upstream of listed or threatened waters.
- Identify the pollutants for which the water body is listed
- Identify if the project could discharge the pollutant identified
- Identify if the project will discharge the constituent of concern to a water body for which there is a Total Maximum Daily Load (TMDL) and if so describe how the discharges will be consistent with the TMDL
- Discuss the Best Management Practiced that will be used.
- Discuss Wild and Scenic Rivers if within the project study area
- Identify floodplains

- Identify Coastal Zone Impacts if within the project study area
- Identify Stormwater Permits

Deliverables:

- Draft and Final Water Quality Technical Report.

Task 6: Biological Evaluation Form

The CONSULTANT will provide a Biological Evaluation Form as per the current TxDOT standards. The form will include the following information.

- Aerial Map with delineated project boundaries
- USFWS T&E List
- TPWD T&E List
- Species Impact Table
- NDD EOID List and Tracked Managed Areas
- USFWS CBRA Mapper Printout
- EMST Project MOU Summary Table
- TPWD SGCN List
- FPPA Documentation
- NRCS Web Soil Survey Map
- Census Bureau Urbanized Area Map
- Landscaping Plans
- Photographs

The CONSULTANT shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 C.F.R. 17.94-95) could be impacted by the proposed project. The CONSULTANT shall not perform species-specific presence/absence surveys for protected species or critical habitat (per 50 CFR 17.94-95). If required, presence/absence and/or critical habitat surveys would be performed under a separate supplemental work order as needed.

Deliverable:

- Draft and Final Biological Evaluation Form

Task 7: Noise Technical Report

The CONSULTANT will perform a complete traffic noise analysis in accordance with TxDOT's "Guidelines for Analysis and Abatement of Highway Traffic Noise" in effect on the date of execution of this work authorization. Noise analyses shall be performed for each reasonable alternative. TxDOT's "Guidelines for Analysis and Abatement of Highway Traffic Noise" are incorporated by reference herein. TxDOT shall provide the CONSULTANT with existing and predicted (future) traffic data and, when available, aerial photography.

The CONSULTANT shall identify representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement. The CONSULTANT shall determine existing and predicted noise levels for representative receivers, as follows:

1. The CONSULTANT shall conduct field measurements of existing noise levels.
2. The CONSULTANT shall perform computer modeling of existing noise levels and predicted

- (future) noise levels.
3. The CONSULTANT shall identify impacted receivers in accordance with TxDOT's absolute and relative impact criteria.
 4. The CONSULTANT shall consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
 5. The CONSULTANT shall propose noise abatement measures that are both feasible and reasonable.
 6. The CONSULTANT shall determine predicted (future) noise impact contours for adjacent undeveloped property – where development is likely to occur in the near future.

Deliverable:

- Draft and Final Noise Analysis Technical Report

Task 8: Archeological Background Study and Survey

The CONSULTANT will conduct database searches of the restricted Sites Atlas maintained by the Texas Historical Commission (THC) and Texas Archeological Research Laboratory (TARL) to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources and will be presented in an Archeological Background Study meeting TxDOT requirements.

Following approval of the Background Study, the CONSULTANT will integrate the information described above with updated data/or reviewer comments in an application for a Texas Antiquities Permit on behalf of the City and TxDOT. After a valid permit number is obtained, field investigations will be conducted at the Phase 1 intensive survey level (Category 6 under 13 TAC 26.15). Mechanical trenching is assumed due to the occurrence of deep alluvial soils within the project area. It is assumed that proposed new right-of-way will be privately owned at the time of the investigations; therefore diagnostic artifacts will be documented and photographed in the field but not collected. No artifact curation services are included. Field methods will comply with the requirements of 13 TAC 26, as elaborated by the THC and the Council of Texas Archeologists (CTA). In addition, this investigation will evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 of the NHPA or designation as a SAL under the provisions of the Texas Antiquities Code. Draft and final reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines and will be coordinated with the City, TxDOT, and the THC per the terms of the approved archeological permit.

Deliverables:

- Draft and Final Archeological Background Study

Task 9: Historical PCR and Reconnaissance Survey

The CONSULTANT will conduct database searches of the public Sites Atlas maintained by the THC to identify previously documented cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALS). The results of the background research will be presented in a Project Coordination Request (PCR) according to current TxDOT policy at the time the work is undertaken.

Following TxDOT approval of the PCR, the CONSULTANTS historians will integrate the information described above with updated data and/or reviewer comments in a standard TxDOT format research design. Following approval of the historic research design, the CONSULTANT will conduct the field investigation, which is assumed to be at the reconnaissance-survey level. A 150 foot historic resources area of potential effect (APE) is assumed. Upon completion of fieldwork, the CONSULTANTS historic staff will provide a preliminary evaluation of identified resources potential eligibility for inclusion in the NRHP per Section 106 of the NHPA or designation as a SAL under the provisions of the Antiquities Code. Reporting of results, including preliminary NRHP/SAL evaluations of any identified resources, will follow guidelines for formatting and content, including an appendix containing data sheets for all identified historic-age resources. Submission of the draft and final reports, including number and format of copies, will be coordinated with the City or TxDOT.

Deliverables:

- Draft and Final Historic Resources PCR Form
- Draft and Final Reconnaissance Survey Report

Task 10: Air Quality

The CONSULTANT will provide an Air Quality Technical Report in accordance with the current version of the Air Quality Handbook and Air Quality Toolkit.

Deliverables:

- Draft and Final Air Quality Technical Report.

Task 11: Meeting with Affected Property Owners

The CONSULTANT will provide public involvement support throughout the projects development. All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) Part 1, Chapter 2 and 36 CFR 800.2 and the CLIENT'S latest policies, procedures and guidance and current TxDOT guidance/Environmental Compliance Toolkit.

The CONSULTANT shall develop a project mailing list. The mailing list shall include the owners of property adjacent to the build alternatives, and others who have requested notification of public involvement activities.

The CONSULTANT will assist the CLIENT make all arrangements for a Meeting with Affected Property Owners. The CONSULTANT would assist with the meeting and provide documentation of the meetings with affected property owners to document the project file.

Deliverables:

- Meeting Notes and Summary of Meeting with Affected Property Owners.

Task 12: Public Involvement (Opportunity for Public Hearing)

The CONSULTANT will provide public involvement support throughout the projects development. All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) Part 1, Chapter 2 and 36 CFR 800.2 and the CLIENT'S latest policies, procedures and guidance and current TxDOT guidance/Environmental Compliance Toolkit.

The CONSULTANT shall develop a project mailing list. The mailing list shall include the owners of

property adjacent to the build alternatives, elected officials and others who have requested notification of public involvement activities.

The CONSULTANT will assist the CLIENT make all arrangements for an Opportunity for a Public Hearing (OPH). All public involvement procedures shall be conducted in accordance with 43 Texas Administrative Code (TAC) 2.40-2.50, Code of Federal Regulations, Title 23, Part 771 and TxDOT's Environmental Manual. The final notice shall be translated to Spanish and publish the notice in one (1) English newspaper and one (1) Spanish newspaper. Both papers are to have circulation in the project area.

Deliverables:

- Draft Notice (for an Opportunity for Public Hearing)
- Final Notice - English (for an Opportunity for Public Hearing)
- Final Notice – Spanish (for an Opportunity for Public Hearing)
- Project Database/Mailing List
- Advertisement of Notice

Task 13: General Coordination

The CONSULTANT will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of all meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. The monthly progress reports will include: Activities completed, initiated or ongoing during the reporting period; Activities planned for the coming period; Problems encountered and actions to remedy them; Overall status, including a tabulation of percentage complete by task; Updated project schedule; Minutes of study meetings and copies of monthly correspondence.
- C) Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence - Prepare written materials, letters, etc. used to solicit information or collect data for the project and submit them to the CLIENT for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the CLIENT on a continuing, at least monthly, basis.
- E) Managing Change -Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope and work product changes. The CLIENT approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.
- F) Meeting with the City and updating the City on progress of project.

Deliverables:

- Monthly progress report that delineates activities performed per function code
- Monthly invoice/billings with list of products delivered per invoice billing cycle

Additional Services

The following services area not included in the scope of services for this work authorization and if required, would be conducted under a separate work authorization:

- Preparation and coordination for Section 4(f) or Section 6(f)
- Preliminary Jurisdictional Determination Report
- USACE Section 404 Individual Permit or nationwide Permit Preconstruction Notification
- Mitigation Plans
- Threatened and Endangered Species Presence/Absence Surveys
- Preparation of a Biological Assessment or Biological Evaluation
- Section 7 Consultation
- Traffic Noise Analysis Workshop

BID PACKAGING

Task 1: Bid Packaging

The CONSULTANT shall provide the following:

- Project quantities, construction estimate, and specifications.
- A list of special specifications for non-standard items, if required, and list of special provisions to be used.
- General notes applicable to the project.
- Prepare Construction Time Schedules.
- Assemble and submit to the CLIENT three (3) reproducible paper (11" x 17") copies of the plans for review by the TxDOT Pharr District at the design completion.
- Attend one review meetings for project milestones and make necessary revisions to the plans.
- Assemble and refurnish signed original paper (11" x 17") drawings, including all applicable standards with project limits.
- Advertisement for Bid
- Bid Analysis
- Bid Recommendation

CONSTRUCTION MANAGEMENT

Task 1: Construction Management

- A. Advise and assist the CLIENT and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans.
- B. Advise and assist the CLIENT and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- C. Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets and make recommendations to the CLIENT with respect to the award of construction contracts. Advise and assist the CLIENT in the preparation and advertising of construction contract bidding opportunities.
- D. Coordinate with the CLIENT and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the CLIENT the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
- E. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.

- F. Review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
- G. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer.
- H. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, geotechnical engineer, land surveyor, and all other consultants retained by the CLIENT to assist in designing and constructing the project.
- I. Verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.
- J. Compile and provide the CLIENT with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing the changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs. All standard drawings issued before or during construction and /or modified or supplemented during construction shall likewise be bound into six (6) sets and delivered to the CLIENT

PROJECT ADMINISTRATION AND COORDINATION

Task 1: General Administration

The CONSULTANT shall complete the services to be provided by the CONSULTANT according to the milestone work schedule established in the work authorization. The CONSULTANT shall submit a written progress report to the CLIENT monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for that month, and the estimated work to be accomplished for the coming month. The progress report will use a bar chart diagram to indicate the percentage complete of each task shown on the previous report and the percentage complete of each tasks.

The CONSULTANT will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of all meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Invoices – Prepare monthly invoices and for the work tasks, together with evidence of work accomplished during the time period since the previous invoice.
- C) Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence - Prepare written materials, letters, etc. used to solicit information or collect data for the project and submit them to the CLIENT for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the CLIENT on a continuing, at least monthly, basis.
- E) Managing Change -Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope and work product changes. The CLIENT approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.
- F) Meeting with the CLIENT and updating the CLIENT on progress of project.

Task 2: Project Coordination Meetings

The CONSULTANT shall prepare a project work schedule using Primavera P6 software. The work schedule must incorporate an allocation of time for stage reviews of the developing schematic design and the environmental documents by CLIENT personnel. The CONSULTANT shall present the work schedule to the CLIENT personnel for review and acceptance, and provide assistance in interpreting the proposed work schedule. The CONSULTANT shall have coordination meetings with the CLIENT on a bi-weekly through the duration of the project.

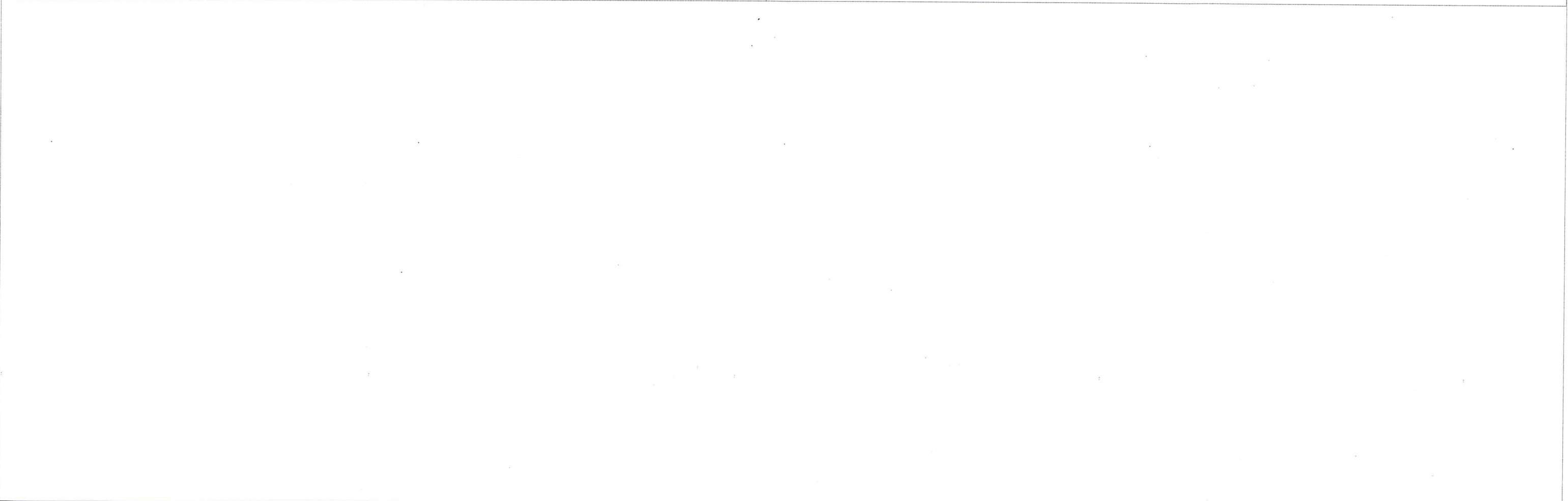
Task 3: City of Pharr Project Coordination

The CONSULTANT is required to meet with the designated CLIENT project manager or environmental coordinator as needed for progress tracking purposes unless prior agreement is made with CLIENT not to hold a meeting in any given month. The CONSULTANT shall submit minutes of the meeting summarizing the events of the meeting within seven calendar days after each meeting.

Task 4: Alternate Funding Source Investigation

The CONSULTANT shall research/pursue alternate funding/reimbursement sources which may include but are not limited to agency funds, grants, etc. for the project. Alternative funding/reimbursement for this project is not guaranteed.

Exhibit C -- Anaya Road Work Schedule																																		
ID	Task Name	Duration	Start	Finish	Predecessors	2017				2018				2019				2020																
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Anaya Road Schedule	633 days	Mon 6/19/17	Wed 11/20/19																														
2	Notice to Proceed	1 day	Mon 6/19/17	Mon 6/19/17																														
3	Data Collection / Existing Condition Analysis (Alternative Analysis)	127 days	Tue 6/20/17	Wed 12/13/17 2																														
4	Preliminary Engineering Services	44 days	Thu 12/14/17	Tue 2/13/18 3																														
5	Base and Soil Testing and Core Drilling	43 days	Wed 2/14/18	Fri 4/13/18 4																														
6	Field Surveying and Photogrammetry	31 days	Mon 4/16/18	Mon 5/28/18 5																														
7	Preliminary Engineering Report (PER) Preparation	251 days	Tue 6/20/17	Tue 6/5/18 2																														
8	Technical Reports Including Environmental Document	251 days	Tue 6/20/17	Tue 6/5/18 2																														
9	Geometric Layout (Schematic Plan) Development	128 days	Wed 6/6/18	Fri 11/30/18 8																														
10	Plans, Specifications, and Estimates	82 days	Mon 12/3/18	Tue 3/26/19 9																														
11	Bid Packaging	41 days	Wed 3/27/19	Wed 5/22/19 10																														
12	Construction Management	130 days	Thu 5/23/19	Wed 11/20/19 11																														
13	Project Administration and Coordination	632 days	Tue 6/20/17	Wed 11/20/19 2																														



Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

PROJECT: Anaya Road
CLIENT: City of Pharr
CONTRACT: x
CSJ:
COUNTY: Hidalgo
S & B JOB NO.: U2556

04/24/17

Exhibit D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS																	ESTIMATED FEE	TOTALS
					Principal	Director of QC/QA	Project Manager	Engineer V	Env Manager	Env Scientist	Env Tech	Engineer IV	Engineer I, II	RPLS	2-Man Survey Crew	3-Man Survey Crew	GIS Manager	GIS Technician	Engineer in Training	CADD Operator	Admin/CI erical	TOTAL HRS	
		DATA COLLECTION/EXISTING CONDITIONS ANALYSIS																					
	Task 1	Data Collection	S & B	BASIC			1	4				4					2		20	8		39	\$5,011.81
	Task 2	Existing Condition Analysis	S & B	BASIC			1	8				4					2		8	8		31	\$4,616.01
	Task 2	Generate Existing Conditions Report Package (Final Deliverable)	S & B	BASIC				4				6	4					2	8	10	4	38	\$4,832.94
	Task 3	Right of Way (ROW) Research and Mapping	S & B	BASIC			2	4				8					4	20		10		48	\$6,583.44
	Task 4	Alternative Analysis	S & B	BASIC			4	60				80	40				1	20	40	60		305	\$46,826.08
	Task 4	Generate Existing Alternative Analysis Report Package (Final Deliverable)	S & B	BASIC				4				4	4					2	10	10	4	38	\$4,657.90
		Sub Total (- DATA COLLECTION/EXISTING CONDITIONS ANALYSIS)			0	0	8	84	0	0	0	106	48	0	0	0	9	44	86	106	8	499	\$72,528.18
		PRELIMINARY ENGINEERING SERVICES																					
	Task 1	Preliminary Design Concept Conference (Preparation)	S & B	BASIC			1	4	4			4							8	8		29	\$4,258.29
	Task 1	Preliminary Design Concept Conference Meeting	S & B	BASIC			2	4	4			4							8	8		30	\$4,543.70
	Task 2	Prerliminary Horizontal and Vertical Conceptual Design (Part of Task 4: Alternative Analysis)	S & B	BASIC																		0	\$0.00
	Task 3	Preliminary ROW Requirements - Preferred Alternative	S & B	BASIC			1	8				8							8	20		45	\$6,130.57
	Task 4	Preliminary Utility Location Investigation - Preferred Alternative	S & B	BASIC				2				4	8				2	8	8	8		40	\$5,114.56
	Task 5	Preliminary Hydraulic Evaluations (Part of Task 4: Alternative Analysis)	S & B	BASIC																		0	\$0.00
	Task 6	Preliminary Construction Cost Estimate - Preferred Alternative	S & B	BASIC			1	8				8							8			25	\$4,303.97
	Task 7	Preliminary Constructability Reviews - Preferred Alternative	S & B	BASIC			2	10				8										20	\$4,185.98
	Task 8	Preliminary Engineering Text and Coordination for EA Development - Preferred Alternative	S & B	BASIC			2	8	4	16		8											\$6,903.10
		Sub Total (- PRELIMINARY ENGINEERING SERVICES)			0	0	9	44	12	16	0	44	8	0	0	0	2	8	40	44	0	189	\$35,440.17
		GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT																					
	Task 1	Typical Sections	S & B	BASIC				2				4								15		21	\$2,549.63
	Task 2	Geometric Design (Horizontal and Vertical Control)	S & B	BASIC				8				8								40		56	\$6,849.76
	Task 3	Preliminary Design Cross Sections	S & B	BASIC				10				40							8	40		98	\$14,179.00
	Task 4	Preliminary Traffic Control and Construction Sequencing	S & B	BASIC				4				20							8	20		52	\$7,291.20
	Task 5	Schematic Plan Preparation	S & B	BASIC				40				80							60	100		280	\$38,891.60
	Task 6	Hydrology and Hydraulic Studies/Drainage Design	S & B	BASIC				40				80							20	40		180	\$29,301.80
	Task 7	30% Complete Schematic Review Package	S & B	BASIC			2	2				4								8	8	24	\$3,090.02
	Task 7	Prepare/Attend 30% SRM	S & B	BASIC			2	2				2							8	5		19	\$2,481.15
	Task 7	30% SRM Meeting Minutes	S & B	BASIC				2				2								4		8	\$1,103.58
	Task 7	Preliminary Design Cross Sections Submittal	S & B	BASIC				2				4								8	1	15	\$1,986.43
	Task 7	60% Complete Schematic Review Package	S & B	BASIC			2	2				4								8	8	24	\$3,090.02
	Task 7	Prepare/Attend 60% SRM	S & B	BASIC			2	2				2							8	5		19	\$2,481.15
	Task 7	60% SRM Meeting Minutes	S & B	BASIC				2				4								8	4	10	\$1,484.12
	Task 7	90% Complete Schematic Review Package	S & B	BASIC			2	2				4								8	8	24	\$3,090.02
	Task 7	Prepare/Attend 90% SRM	S & B	BASIC			2	2				2							8	5		19	\$2,481.15
	Task 7	90% SRM Meeting Minutes	S & B	BASIC				2				4								8	4	10	\$1,484.12
	Task 7	100% Complete Review Package	S & B	BASIC			2	2				8								8	8	28	\$3,851.10
	Task 7	TxDOT Review (Changes to Schematic if TxDOT/FHWA has revisions)	S & B	BASIC			2	4				8								8		22	\$3,660.82
	Task 7	Drainage Report 30%, 60%, 90%, & 100% Submittals	S & B	BASIC			6	8				8							20			42	\$6,735.62
		Sub Total (- GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT)			0	0	22	138	0	0	0	288	0	0	0	0	0	0	96	347	60	951	\$136,082.29
		PRELIMINARY ENGINEERING REPORT (PER) PREPARATION																					
	Task 1	PER	S & B	BASIC			4	10				20							20	30	10	94	\$12,596.04
		Sub Total (- PRELIMINARY ENGINEERING REPORT (PER) PREPARATION)			0	0	4	10	0	0	0	20	0	0	0	0	0	0	20	30	10	94	\$12,596.04
		BASE AND SOIL TESTING AND CORE DRILLING																					
	Task 1	Geotechnical Drilling Services	Terracon	SPECIAL																		0	\$5,059.00
	Task 2	Geotechnical Laboratory Testing Services	Terracon	SPECIAL																		0	\$4,341.00
	Task 3	Geotechnical Engineering Services	Terracon	SPECIAL																		0	\$6,030.00
	Task 4	Preliminary Pavement Design (Cost Included in TASK 3)	Terracon	SPECIAL																		0	\$0.00
		Sub Total (- BASE AND SOIL TESTING AND CORE DRILLING)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$15,430.00
		FIELD SURVEYING AND PHOTOGRAMMETRY																					
	Task 1	Horizontal and Vertical Control (Included in Task 3)	S & B	BASIC																		0	\$0.00
	Task 2	Ownership Research and Permission to Survey (Included in Task 3)	S & B	BASIC																		0	\$0.00

PROJECT: Anaya Road
CLIENT: City of Pharr
CONTRACT: x
CSJ:
COUNTY: Hidalgo
S & B JOB NO.: U2556

04/24/17

Exhibit D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS																	ESTIMATED FEE	TOTALS	
					Principal	Director of QC/QA	Project Manager	Engineer V	Env Manager	Env Scientist	Env Tech	Engineer IV	Engineer I, II	RPLS	2-Man Survey Crew	3-Man Survey Crew	GIS Manager	GIS Technician	Engineer in Training	CADD Operator	Admin/CI erical			TOTAL HRS
	Task 3	Engineering Design Survey (Recommended Preferred Alternative Alignment)	S & B	BASIC			10					20		20	80					40		170	\$26,447.90	\$26,447.90
	Task 4	Geotechnical Bore Hole Surveys (Included in Task 3)	S & B	BASIC																		0	\$0.00	
		Sub Total (- FIELD SURVEYING AND PHOTOGRAMMETRY)			0	0	10	0	0	0	0	20	0	20	80	0	0	0	0	40	0	170		
		PLANS SPECIFICATIONS AND ESTIMATES																						\$184,506.85
	Task 1	Roadway Design Controls	S & B	BASIC			1	8				20							20	10		59	\$8,733.51	
	Task 2	Roadway Design	S & B	BASIC			2	20				40							40	20		122	\$18,304.22	
	Task 3	Typical Sections	S & B	BASIC			1	4				4								10		19	\$2,796.99	
	Task 4	Cross Streets and Intersections	S & B	BASIC			1	2				20							20	20		63	\$8,391.01	
	Task 5	Cut and Fill Quantities	S & B	BASIC			1	20				40							40	40		141	\$19,845.41	
	Task 6	Plan Preparation	S & B	BASIC			8	60				80							60	120		328	\$47,187.48	
	Task 7	Drainage	S & B	BASIC			2	40				60							20	20		142	\$24,240.62	
	Task 8	Signing, Pavement Markings and Signalization	S & B	BASIC			1	10				20							10	30		71	\$9,951.21	
	Task 9	Miscellaneous Roadway	S & B	BASIC			1	10				40							20	20		91	\$13,870.81	
	Task 10	30% Complete PS&E Review Package	S & B	BASIC			2	8				8							10	8		36	\$5,289.56	
	Task 10	Prepare/Attend 30% PS&E RM	S & B	BASIC			1	2				2							5	5		15	\$1,921.75	
	Task 10	30% PS&E RM Meeting Minutes	S & B	BASIC				2				2								4		8	\$1,103.58	
	Task 10	60% Complete PS&E Review Package	S & B	BASIC			2	8				8							10	8		36	\$5,289.56	
	Task 10	Prepare/Attend 60% PS&E RM	S & B	BASIC			1	2				2							5	5		15	\$1,921.75	
	Task 10	60% PS&E RM Meeting Minutes	S & B	BASIC				2				2								4		8	\$1,103.58	
	Task 10	90% Complete PS&E Review Package	S & B	BASIC			2	8				8							10	8		36	\$5,289.56	
	Task 10	Prepare/Attend 90% PS&E RM	S & B	BASIC			1	2				2							5	5		15	\$1,921.75	
	Task 10	90% PS&E RM Meeting Minutes	S & B	BASIC				2				2								4		8	\$1,103.58	
	Task 10	100% Complete Review Package	S & B	BASIC			4	8				10							10	8		40	\$6,240.92	
		Sub Total (- PLANS SPECIFICATIONS AND ESTIMATES)			0	0	31	218	0	0	0	370	0	0	0	0	0	0	230	345	59	1,253		
		ENVIRONMENTAL STUDIES																						\$89,840.77
	Task 1	Prepare Scoping Document	S & B	BASIC					5												2	7	\$1,179.67	
	Task 2	Meeting with TxDOT/City of Pharr	S & B	BASIC					4	16											2	22	\$3,287.94	
	Task 3	Obtain Right-of-Entry	S & B	BASIC					2	40	24							24			6	96	\$11,401.40	
	Task 4	Hazardous Materials Technical Report and ISA	S & B	BASIC					2		60							4			2	68	\$6,682.60	
	Task 5	Water Resources Technclal Report	S & B	BASIC					6		60							24			4	94	\$9,711.78	
	Task 6	Biological Evaluation Form	S & B	BASIC					2		32							4			2	40	\$4,018.68	
	Task 7	Noise Technical Report	S & B	BASIC					2	40										32		76	\$9,635.60	
	Task 8	Archeological Background Study/Archeological Survey	CMEC	SPECIAL																			\$11,932.84	
	Task 9	Historical PCR/Reconnaissance Survey	CMEC	SPECIAL																		0	\$9,354.90	
	Task 10	Air Quality Technical Report	S & B	BASIC					2		40							4			2	48	\$4,779.80	
	Task 11	Meeting with Affected Property Owners	S & B	BASIC					12	40	40							4			8	104	\$13,075.76	
	Task 12	Public Involvement Opportunity for Public Hearing	S & B	BASIC					2		40							4			2	48	\$4,779.80	
		Sub Total (- ENVIRONMENTAL STUDIES)			0	0	0	0	39	136	296	0	0	0	0	0	0	100	0	0	32	603		
		BID PACKAGING																						\$17,466.94
	Task 1	Bid Packaging (Plans, Estimates, General Notes)	S & B	BASIC			1	4				8									8	21	\$3,253.65	
		Advertisement for Bid	S & B	BASIC			1					8									8	17	\$2,416.45	
		Prepare for Pre-Construction Meeting	S & B	BASIC			1	6				8								10	25	\$3,824.47		
		Attend Pre-Construction Meeting	S & B	BASIC			1	2				2										5	\$1,084.55	
		Bid Analysis	S & B	BASIC			1	8				10										19	\$3,862.51	
		Bid Recommendation	S & B	BASIC			1	4				10										15	\$3,025.31	
		Sub Total (- BID PACKAGING)			0	0	6	24	0	0	0	46	0	0	0	0	0	0	0	0	26	102		
		CONSTRUCTION MANAGEMENT																						\$197,958.32
	Task 1	Construction Management (Schedules, Recommendations)	S & B	BASIC			30	40				80								30		210	\$37,521.70	
		Construction Inspection (6 Month Construction Schedule)	S & B	BASIC															960			960	\$98,640.00	
		Shop Drawing Reviews	S & B	BASIC				20				10									2	32	\$6,240.92	
		Material Testing	Terracon	SPECIAL																		0	\$32,000.00	
		As-Built Plans	S & B	BASIC			2	30				30							30	80	8	180	\$23,555.70	
		Sub Total (- CONSTRUCTION MANAGEMENT)			0	0	32	90	0	0	0	120	0	0	0	0	0	0	1,020	80	40	1,382		
	Task 13	Project Administration and Coordination (30 Months Overall)																						\$192,900.47
		Project Manager (Proj Coord)(2 HRS/WK)	S & B	SPECIAL			240		40													280	\$76,718.00	
		Project Manager Bi-Weekly Meeting (Prog. Rpts)	S & B	SPECIAL			60														60	120	\$21,691.20	
		Project Coordination Meetings (Monthly Reports)	S & B	SPECIAL			30	60	18												60	168	\$29,385.72	
		Prepare Proj. Meetings Notes	S & B	SPECIAL			15	60													240	315	\$35,105.55	
		General Project Coordination/Alternate Funding Source Investigation	Pathfinder	SPECIAL																		0	\$30,000.00	
		Sub Total (Task 13 - Project Administration and Coordination (30 Months Overall))			0	0	345	120	58	0	0	0	0	0	0	0	0	0			360	883		

PROJECT: Anaya Road
CLIENT: City of Pharr
CONTRACT: x
CSJ:
COUNTY: Hidalgo
S & B JOB NO.: U2556

04/24/17

Exhibit D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS																	ESTIMATED FEE	TOTALS
					Principal	Director of QC/QA	Project Manager	Engineer V	Env Manager	Env Scientist	Env Tech	Engineer IV	Engineer I, II	RPLS	2-Man Survey Crew	3-Man Survey Crew	GIS Manager	GIS Technician	Engineer in Training	CADD Operator	Admin/Clerical	TOTAL HRS	
		#REF!			0	0	467	728	109	152	296	1,014	56	20	80	0	11	152	1,492	992	595	6,126	\$981,197.93
		LABOR TOTALS																					
		Total Hours	MULTIPLIER		0	0	467	728	109	152	296	1,014	56	20	80	0	11	152	1,492	992	595	6,126	\$981,197.93
		CONTRACT RATES: (\$/MAN-HOUR)	3.8054		361.51	323.46	285.41	209.30	205.49	144.61	95.14	190.27	152.22	197.88	152.22	190.27	171.24	102.75	102.75	91.33	76.11		
		BASE RATES: (\$/MAN-HOUR)			95.00	85.00	75.00	55.00	54.00	38.00	25.00	50.00	40.00	52.00	40.00	50.00	45.00	27.00	27.00	24.00	20.00		
	160	NON LABOR																					
		Courier Service	S & B	SPECIAL							Trips				\$ 50.00								\$150.00
		Public Meeting Advertising	S & B	SPECIAL																			\$10,000.00
		Field Supplies	S & B	SPECIAL																			\$300.00
		Geosearch Data Report	S & B	SPECIAL																			\$700.00
		Paper Copies of EA	S & B	SPECIAL				Pages per Document =		Reports/Submittals					\$ 0.15								\$0.00
		Existing Conditions Report Reproduction	S & B	SPECIAL				Pages per Document =	25	Reports/Submittals	16				\$ 0.15								\$60.00
		Alternative Analysis Report Reproduction	S & B	SPECIAL				Pages per Document =	50	Reports/Submittals	16				\$ 0.15								\$120.00
		PER Report Reproduction	S & B	SPECIAL				Pages per Document =	75	Reports/Submittals	16				\$ 0.15								\$180.00
		Design Summary Report Reproduction (@ \$0.15 per page) (8 1/2" X 11" B/W) (8 Copies)	S & B	SPECIAL				Pages per Report =	22	Reports =	8				\$ 0.15								\$26.40
		Schematic Plot 30% Submittal (@ \$8.00 per SF) (22"X 100" Color on Bond) (3 Copies)	S & B	SPECIAL				SF per Plot =	16	Number of Plots =	3				\$ 8.00								\$384.00
		Cross Sections Submittal (@ \$8.00 per SF) (22"X 80" Color on Bond) (1 Copies)	S & B	SPECIAL				SF per Plot =	13	Number of Plots =	1				\$ 8.00								\$104.00
		Schematic Plot 60% Submittal (@ \$8.00 per SF) (22"X 100" Color on Bond) (3 Copies)	S & B	SPECIAL				SF per Plot =	16	Number of Plots =	3				\$ 8.00								\$384.00
		Cross Sections 60% Submittal (@ \$8.00 per SF) (22"X 80" Color on Bond) (3 Copies)	S & B	SPECIAL				SF per Plot =	13	Number of Plots =	3				\$ 8.00								\$312.00
		Schematic Plot 90% Submittal (@ \$8.00 per SF) (22"X 100" Color on Bond) (3 Copies)	S & B	SPECIAL				SF per Plot =	16	Number of Plots =	3				\$ 8.00								\$384.00
		Cross Sections 90% Submittal (@ \$8.00 per SF) (22"X 80" Color on Bond) (3 Copies)	S & B	SPECIAL				SF per Plot =	13	Number of Plots =	3				\$ 8.00								\$312.00
		Schematic Plot 100% Submittal (@ \$8.00 per SF) (22"X 100" Color on Bond) (6 Copies)	S & B	SPECIAL				SF per Plot =	16	Number of Plots =	6				\$ 8.00								\$768.00
		Cross Sections 100% Submittal (@ \$8.00 per SF) (22"X 80" Color on Bond) (6 Copies)	S & B	SPECIAL				SF per Plot =	13	Number of Plots =	6				\$ 8.00								\$624.00
		Schematic Plot Additional Submittal if TxDOT/FHWA has revisions (@ \$8.00 per SF) (22"X 100" Color on Bond) (5 Copies)	S & B	SPECIAL				SF per Plot =	16	Number of Plots =	5				\$ 8.00								\$640.00
		PS&E Plots 30% Submittal (@ \$0.20 per page) (11" X 17" B/W) (5 Copies)	S & B	SPECIAL				Pages per Submittal =	20	Number of Plots =	5				\$ 0.20								\$20.00
		PS&E Plots 60% Submittal (@ \$0.20 per page) (11" X 17" B/W) (5 Copies)	S & B	SPECIAL				Pages per Submittal =	46	Number of Plots =	5				\$ 0.20								\$46.00
		PS&E Plots 95% Submittal (@ \$0.20 per page) (11" X 17" B/W) (5 Copies)	S & B	SPECIAL				Pages per Submittal =	72	Number of Plots =	5				\$ 0.20								\$72.00
		PS&E Final Plots Submittal with Cross Sections(@ \$0.20 per page) (11" X 17" B/W) (6 Copies)	S & B	SPECIAL				Pages per Submittal =	95	Number of Plots =	6				\$ 0.20								\$114.00
		Travel - Mileage Project Site Visits	S & B	SPECIAL				Mileage per trip =	30	Trips =	4	Mileage Rate (\$/mi.)=	\$ 0.540										\$64.80
		Travel - Mileage Project Construction Inspection (Daily Trips for 6 months)	S & B	SPECIAL				Mileage per trip =	30	Trips =	120	Mileage Rate (\$/mi.)=	\$ 0.540										\$1,944.00
		Sub Total (F.C. 160)																					\$17,709.20
		NON LABOR TOTAL																					\$17,709.20
		BASIC SERVICE TOTAL																					\$ 719,579.72
		SPECIAL SERVICE TOTAL																					\$ 279,327.41
		PROJECT TOTAL																					\$998,907.13



Pharr



MAYOR Ambrosio Hernandez, MD | INTERIM CITY MANAGER Ed Wylie

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

January 11, 2022

Mr. Daniel O. Rios
President
S&B Infrastructure, Ltd.
5408 North 10th Street
McAllen, Texas 78504

RE: ANAYA ROAD, CONTRACT #1617-01-528-0037

SUBJ: AGREEMENT TERMINATION NOTICE

Dear Mr. Rios:

The City of Pharr would like to thank you for the professional services completed so far for the Anaya Road Project, Contract #1617-01-528-0037. However, for reasons of convenience, the City has chosen to terminate the agreement with you this Project. Pursuant to Section 4 of the agreement, the City hereby gives S&B Infrastructure, Ltd., a fifteen (15) day written notice of termination of the above referenced agreement. If you should have any questions, please feel free to contact Omar Anzaldúa Jr., P.E., City Engineer, at office number (956) 402-4221.

Respectfully,

Ed Wylie
Interim City Manager - City of Pharr
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: January 5, 2022

MEETING DATE: January 10, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Agreement between City of Pharr and Vanguard Academy for the use of a portable building located at 1407 W. Moore Rd.

Classification: Regular

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

Issue: The Pharr Police Department is seeking approval to enter into an agreement with Vanguard Academy for the use of a portable building which is located at 1407 W. Moore Rd. to house the Pharr Mental Health Unit. The Pharr Mental Health Unit has outgrown the current site it is housed out off, and Vanguard Academy has agreed to provide a portable building for MHU to work out of and provide services to our community in the realm of mental health services. This agreement would allow for the supervisor and a seven men & women team to work out of this portable building comfortably and with enough space for interviews and services for our community.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this 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 - 1/5/2022
Approved - 1/5/2022
Approved - 1/7/2022
Approved - 1/7/2022
Approved - 1/7/2022
Final Approval - 1/7/2022

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR,
TEXAS AND VANGUARD ACADEMY FOR THE ESTABLISHMENT OF
PERSONNEL HOUSING AT VANGUARD VAN GOGH**

This Interlocal Cooperation Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the undersigned Local Governments of the State of Texas, namely, the **CITY OF PHARR, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City of Pharr" or “City”, and the **VANGUARD ACADEMY**, hereinafter referred to as “VANGUARD”, collectively referred to as the “Parties”, pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, this agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.003 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the City desires to house the Pharr Police Department Mental Health Unit (“MHU”), including police vehicles, at VANGUARD-Van Gogh located at 1407 W. Moore Rd; and

WHEREAS, the City’s ability to house the “MHU” and police vehicles at 1407 W. Moore Rd. will enable the “MHU” to more effectively provide mental health services; and

WHEREAS, VANGUARD currently has available an area at 1407 W. Moore Rd. to serve the housing needs of the City “MHU”; and

WHEREAS, VANGUARD is willing to provide an area at 1407 W. Moore Rd. as set forth herein and the City desires to occupy such area at 1407 W. Moore Rd. for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

- A. Primary Obligations of VANGUARD. VANGUARD agrees to provide the City with the following:
1. Four shared vehicle parking spots at 1407 W. Moore Rd. to house four City police vehicles.
 2. The sole use of a portable building designated as office space, located on the farthest east side of 1407 W. Moore Rd.
 3. VANGUARD Agrees to provide the City with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement.
- B. Consideration. The City agrees to provide improvements, if needed, to the areas identified above to be solely occupied by the “MHU” and to prepare the solely occupied spaces for move-in by the “MHU”. The City agrees to lease the portable building from VANGUARD for \$1.00 per year.
- C. Term. This Agreement shall be effective upon the approval of the governing bodies of City and VANGUARD and upon full execution by the authorized individuals (“Effective date”) and shall continue in force for 1 year until such times as either Party terminates the agreement as provided herein. After the initial 1-year term, this Agreement, unless otherwise terminated as detailed herein, shall continue to renew automatically for additional one (1) year terms until otherwise terminated.
- D. Removal of City’s Improvements. Upon the termination of this Agreement, City shall remove its personal property and may remove any of the improvements that the City made to the portable building, so long as the removal of such improvements does not unreasonably damage the portable building. In the event any damage is caused during the removal of such improvements, the City shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear excepted.
- E. Condition of the Portable Building. The City shall not be responsible for maintaining and/or repairing the portable building’s roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the portable building. The City shall be responsible for keeping the areas solely used by the “MHU” in a clean and neat condition. The City and VANGUARD shall work in cooperation with one another in keeping commonly used areas clean and neat.
- F. Use of Premises. The City may only use the designated areas of the portable building for the express purpose set forth herein. Use of the portable building for any other purpose shall require the written consent of VANGUARD. The City shall not make any alterations, additions, or improvements to the portable building without the written consent of the City. This includes the installation of any equipment. The City shall permit VANGUARD to enter, inspect, and make such repairs to its designated areas of the portable building as often as VANGUARD reasonably desires at any reasonable time. The City agrees that it is solely

responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal, and local accessibility legal requirements and that become necessary due solely to the City's use of the portable building ("accessibility alterations"). In the event any alterations, additions, or improvements in or to the portable building are made necessary by reason of the special use and occupancy by the City, and provided that VANGUARD grants its prior written permission to City regarding such alterations, additions, or improvements, City agrees that it will make all such alterations, additions, and improvements in or to the portable building at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

- G. Utilities and Service. VANGUARD shall provide and maintain, at its sole cost, the mains, conduits, and other facilities necessary to dispose of garbage, water, gas, electricity, telephone, cable, internet services and sewage service to the portable building. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, VANGUARD shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by the City's "MHU" is in need of maintenance or repairs as solely determined by VANGUARD, VANGUARD shall be financially responsible for any maintenance and/or repairs.
- H. Damage or Injury. The City and VANGUARD agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- I. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. VANGUARD and the City agree that there will be no monthly rental cost or utility costs associated with this Agreement.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Parties.

C. Tax Exempt. VANGUARD and City are bodies corporate and politic under the laws of the State of Texas and claim exemption from sales and use taxes under the Texas Tax Code, Ann. §151.309, as amended, and the services subject hereof are being secured for use by VANGUARD. Exemption certificates will be provided upon request.

D. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

E. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the property Party at the following address:

City: City of Pharr
Attention: City Manager
118 S. Cage Blvd. 4th Floor
Pharr, Texas 78577

With Copy to: City of Pharr Police Department
Attention: Danny Ramirez
1900 S. Cage Blvd.
Pharr, Texas 78577

Vanguard Academy: Dr. Narciso Garcia
2510 S. Veterans Blvd.
Edinburg, Texas 78539

With Copy to:

F. Venue and Governing law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hidalgo County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tort, contract, statute, claim for

benefits, bad faith, professional liability or otherwise (“Claim”). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party send written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A Single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the current rules of the AAA. Any Mediation under this Agreement shall be conducted in Hidalgo County, Texas. All cost involved in the mediation shall be borne equally between the Parties, except that each Party shall bear its own attorneys’ fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

H. Termination for Convenience.

- 1.) The City may terminate this Agreement for convenience and without cause of further liability upon ninety (90) days written notice to VANGUARD.
- 2.) VANGUARD may terminate this Agreement for convenience and without cause of further liability upon ninety (90) days written notice to the City.
- 3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.

I. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The Employees or agents of the Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

J. No Waiver of Immunities. Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Non-Appropriation and Fiscal Funding. The Obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate sufficient funds as determined by the City’s budget for the fiscal year in question. City may effect such termination by giving written notice of termination at the end

of its then-current fiscal year.

L. No Agency Relationship. It is understood and agreed that City shall not in any sense be considered a partner or joint venture with VANGUARD, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the City.

N. Entire Agreement. This Agreement represents the Entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF PHARR'S COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2022.

VANGUARD ACADEMY

THE CITY OF PHARR

BY: _____
Dr. Narciso Garcia, Superintendent

BY: _____
Edward Wylie, City Manager

ATTEST:

ATTEST:

BY: _____
XXXX

BY: _____
Hilda Pedraza, City Clerk

Approved as to Form:

Approved as to Form:

BY: _____
Attorney, XXX

BY: _____
City Attorney, City of Pharr



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Sergio Alanis, Parks & Recreation
Director

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award City-Wide Lawn and Landscaping Services contract to South Texas Landscapes Maintenance, Irrigation, Pest Control LLC out of Penitas, Texas.

Classification: Regular

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

Issue: City wishes to outsource landscaping maintenance at all facilities (not including ROW's/Parks) (PROJECT# 2122-01-522-S003-169)

Fiscal Consideration: \$80,000.00

Staff Recommendation: Staff recommends approval

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Sergio Alanis
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 1/6/2022
Approved - 1/6/2022
Approved - 1/7/2022
Approved - 1/7/2022
Approved - 1/7/2022
Final Approval - 1/7/2022



Pharr

Parks & Recreation



MEMORANDUM

DATE: December 7, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Sergio Alanis, Parks and Recreation Director

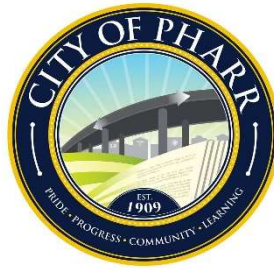
SUBJECT: City-Wide Lawn and Landscaping Services

On November 30, 2021, at 3:00 p.m. CST, the Purchasing Department conducted a bid opening for *City Wide Lawn and Landscaping Services* at 118 S. Cage Blvd-2nd floor City Commission Room.

After careful review of the qualifying bids that were submitted, I would like to make the recommendation to proceed with South Texas Landscapes Maintenance, Irrigation, Pest Control LLC out of Penitas, Texas, 78576.

The contract agreement shall be for one year, beginning in January 2022, with the option to extended services rendered at the end of the 12 months at the City's discretion.

Should you have any questions or concerns regarding this recommendation, please feel free to contact me at your at your earliest convenience. Thank you.



CITY OF PHARR

SERVICE CONTRACT FOR CITY WIDE LAWN AND LANDSCAPING SERVICES GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to service the City of Pharr with **CITY WIDE LAWN AND LANDSCAPING SERVICES** for a period commencing on the date of award of the Service Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the performance of this Service Contract.
4. Neither the vendor nor his/her employees engaged in the performance of services shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's personnel. The City shall have the right of inspection of said undertaking at any time.
5. Vendor agrees to carry adequate Public Liability Insurance, Automobile Liability, Workers Compensation Insurance, Umbrella Liability, and all other types of insurance required by Federal and/or State law and further agree to indemnify and save harmless City, its agents, servants, employees, officials and insurers ("Indemnities") from any and all liabilities, losses damages or expenses, including attorney fee's resulting from the negligent acts or omission of vendor its employees, officers, agenda, or assigns while in performance of this Agreement.
6. The City of Pharr reserves the right to terminate this contract with or without cause or when in the opinion of the City, the performance of the vendor and/or the quality of the **Service** being performed are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.
7. Any threats made to any city employee of the City, be verbal or written, to discontinue the **City-Wide Lawn and Landscaping Service(s)** for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor and obtain the **City Wide Lawn and Landscaping Service(s)** elsewhere.

8. Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company.
9. Service(s) shall be on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order.
10. Vendor agrees **NO** extra charges of any type will be assessed during the contract period.
11. Vendor agrees that contract nor payment due may be assigned to a third party without the written approval of the City of Pharr.
12. Payment will be made for services rendered only, in accordance with State of Texas Pay Law.
13. JURISDICTION. Purchase/Service/Supply Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.
14. Venue. The parties agree that venue for purposes of any and all lawsuits, cause of action, and/or any other dispute(s) shall be in Hidalgo County, Texas.
15. This agreement shall not be binding upon the City unless accepted and signed by Mr. Edward Wylie, Interim City Manager, City of Pharr.

Accepted this _____ day of _____, 20__

AUTHORIZED SIGNOR

TYPE/PRINT NAME

TITLE

LEGAL COMPANY NAME

CITY OF PHARR
OWNER

ED WYLIE
INTERIM CITY MANAGER

WITNESS

APPROVED AS TO FORM:

PATRICIA RIGNEY, CITY ATTORNEY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Project Artic. **(TABLED)**

Classification: Closed Session

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

Issue: To be presented to the City Council.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 1/6/2022
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: January 6, 2022

MEETING DATE: January 10, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Project Cip. **(TABLED)**

Classification: Closed Session

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

Issue: To be presented to the City Council.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 1/6/2022
New -