

**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, JULY 15, 2024**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases

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

A) Recognition of Pharr Internship Program Graduates.

B) Recognition of Yuri Gonzalez for Completion of the Applied Business Science Course with a concentration in Digital Marketing from Texas Tech University.

C) City Events of Interest

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

A) Approval of Minutes for July 1, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Term Contract for the Purchase and Delivery of Fuel. **This item supports IF - Infrastructure.** (PURCHASING)

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

1. Imperium Event Center, LLC., owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, of La Quinta Subdivision Re-plat of Lots 52-55, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 5952 South Cage Boulevard. CUP#240611 **This item supports EV - Economic Vitality.**

2. Double D's Nightlife Holdings LLC., DBA El Toxico Drive Thru, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 184, Valle De La Primavera Subdivision an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 6911 South Jackson Road. CUP#240612 **This item supports EV - Economic Vitality.**

3. 7-Eleven INC. dba 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being All of Lot "A", Cordova Estates, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 1510 West Military Highway. CUP#240613 **This item supports EV - Economic Vitality.**

4. Mario Alberto Torres, d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision Phase II, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. CUP#170740 **This item supports EV - Economic Vitality.**

5. Macumba Paradise, LLC., d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. CUP#160736 **This item supports EV - Economic Vitality.**

6. Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 1. CUP#120424 **This item supports EV - Economic Vitality.**

PLATS:

1. Urban Infrastructure Group, representing Danny C. Smith, owner, is requesting final plat approval of the proposed Matt's Cash and Carry Subdivision. The property is legally described as being a 7.882 acre tract of land out of Lot 163, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 Block of East Interstate 2 North. SUB#210831 **This item supports EV - Economic Vitality.**

2. Barrera Infrastructure Group, Inc., representing Clemente Ponce, Member of Nextgen Investments, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Nextgen Subdivision. The property is legally described as being 2.235 acres gross, situated in Hidalgo County and also being a part or portion of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2700 Block of South Cage Boulevard. SUB#180929 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the "I" Road Hike & Bike Phase I Project, CSJ: 0921-02-532. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members to the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution appointing/re-appointing two (2) members to the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (BRIDGE)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on Tax Resolution Letter. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into fee negotiations and scope of services with SAM-CS from Austin, Texas to conduct Inspection, Testing and Construction Management Services (CEI) for the I-Rd Project. **(TABLED) This item supports IF - Infrastructure.** (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to award a construction contract for the "I" Road Project to IOC Company, LLC. from Mission, TX in the amount of \$20,969,361.63. **(TABLED)** This item supports IF - Infrastructure. (ENGINEERING)

C) Consideration and action, if any, on Change Order No. 6 with International Consulting Engineers (ICE) for an additional 152 working days for the FY15 DAP Northbound Lanes & 2nd BSIF Exit Project. (CSJ 0921-02-385 & CJS 0921-02-383). (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to enter into an agreement between the American College of Cardiology Foundation and City of Pharr Emergency Medical Services to collect and report on standardized national clinical cardiovascular data. This item supports SE - Service Excellence. (EMERGENCY MEDICAL SERVICES)

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

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

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

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

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

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

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

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

11. ADJOURNMENT:

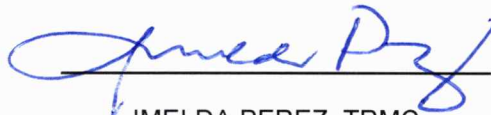
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1007 or FAX 956-475-3442 or E-mail cityclerksoffice@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 12th day of July 2024 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 12th day of July 2024




IMELDA PEREZ, TRMC
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: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 7/9/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 14, 2024

MEETING DATE: July 15, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Pharr Internship Program Graduates.

Classification: Regular

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

Issue: Recognition of the following students for their internship with the City of Pharr.

Brianna Baez - (Administration and Court)

Raul Cantu - (Court and Finance)

Valeria Carrizales - (Finance)

Samantha Delgadillo - (Bridge and Media)

Adrian Fernandez- (IT)

Aliza Garcia- (PD)

Paris Ramirez- (Court and Chamber)

Clarissa Saucedo- (Health)

Valery Hernández - (Engineering)

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/14/2024
Final Approval - 7/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: July 8, 2024

MEETING DATE: July 15, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Yuri Gonzalez for Completion of the Applied Business Science Course with a concentration in Digital Marketing from Texas Tech University.

Classification: Regular

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

Issue: 10-Week course.

Fiscal Consideration: N/A

Staff Recommendation: Recognition

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 7/8/2024
Final Approval - 7/9/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED: July 11, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

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:

Imelda Perez

Created/Initiated - 7/11/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 8, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for July 1, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Approval of Minutes for July 1, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 7/8/2024
Final Approval - 7/8/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 1, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 1, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ricardo Medina

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Ruben Alfaro, City Engineer
Jamison Merrick, Interim Finance Director
Veronica Ramirez, HR Director
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Joe Garza, Asst. Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Isaac Escobedo, Asst. Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
George Selvera, Asst. Bridge Director
Danny Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. Public Safety Comm. Dir.
Cynthia Gutierrez, Public Health Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING

July 1, 2024

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

Comm. Carrillo **moved** to excuse absent members. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Veronica Ramirez, Human Resource Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JULY 1, 2024 AS RAUL SALDAÑA DAY.

Jonathan Flores, City Manager, introduced the item.

Ruben Rosales, Public Utilities Director, and staff stated that Mr. Saldaña had been with the Public Utilities department since 1974 and all shared kind words about his strong work ethics and dedication to the department.

Comm. Carrillo read the proclamation proclaiming July 1, 2024 as Raul Saldaña Day and presented proclamation to Mr. Raul Saldaña.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Jonathan Flores, City Manager, introduced the item. He stated Ruben Alfaro, City Engineer, was in the audience and questions could be entertained at this time.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JUNE 2024.

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 2.45% year to date true growth and stated City ranked #5. He further stated Jamison Merrick, Interim Finance Director, was in the audience and questions could be entertained at this time.

C) CLINICAL EXCELLENCE COMMENDATION TO EMS STAFF

Jonathan Flores, City Manager, introduced the item.

Danny Ramirez, EMS Chief, presented staff with Clinical Excellence Commendation Award and Blue Stork Award to Diana Garza, Jesus Balderas and Raul Martinez for responding to a 911 call at a local restaurant and delivering a healthy baby boy in the ambulance. They were recognized for their good work and for representing City of Pharr well.

D) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of She's A Hero Summer Camp and Men's Health Week.

Yuri Gonzalez, Chief Communications Officer, further reported on the upcoming Screen Printing event on Tuesday, July 2, 2024 at Pharr Memorial Library located at 121 E. Cherokee Ave. from 5:00 p.m. to 7:00 p.m. She stated this was a teen craft event for a hands-on do-it-yourself screen printing activity of tote bags and extended an invitation for anyone interested in participating to attend.

Yuri Gonzalez, Chief Communications Officer, also reported on the upcoming Independence Day Festival on Thursday, July 4, 2024 at Allen William Arnold City/School Park located at 615 W. Eldora Road from 7:00 p.m. to 11:00 p.m. She stated there would be food, a petting zoo, live music by Trey Gonzalez, Midnight Run and Rustic Rose. She further stated there would be a fireworks display at 10:00 p.m. and extended the invitation to the public to attend.

Yuri Gonzalez, Chief Communications Officer, also reported on the Senior Social Hour events taking place at Pharr Memorial Library located at 121 E. Cherokee Ave. from 9:00 a.m. to 10:00 a.m. She stated there were various topics being presented on different dates and extended an invitation for anyone interested in attending.

Yuri Gonzalez, Chief Communications Officer, also reported on the Youth Soccer Camp Session 2 to begin July 8, 2024 through July 25, 2024 being offered through the Pharr Parks & Recreation Department. She stated registration was currently open and extended an invitation for anyone interested in participating to register.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported on the Skate Jam event taking place on Saturday, July 27, 2024 at Victor Garcia Municipal Park located at 205 W. Polk Ave from 6:00 p.m. to 10:00 p.m. She stated this was a freestyle competition and extended an invitation to the public to register and attend this free event.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JUNE 17, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-07 RELATING TO THE PROVISION OF WRECKER SERVICES (3RD AND FINAL READING). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR SELF-FUNDED EMPLOYEE HEALTH INSURANCE BENEFIT PLANS AND THIRD PARTY ADMINISTRATIVE SERVICES, PHARMACY BENEFIT MANAGEMENT, AND INDIVIDUAL & AGGREGATE STOP LOSS INSURANCE. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (HR)**
- D) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. HALFF ASSOCIATES, INC., REPRESENTING K.V. CHOWDARY, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO HEAVY INDUSTRIAL DISTRICT (H-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 73.839 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 47 THROUGH 55, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1 AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 1800 BLOCK OF WEST HI-LINE ROAD. COZ#240519 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. HALFF ASSOCIATES, INC., REPRESENTING CAPOTE FARMS, LTD., OWNER REQUESTED A CHANGE OF ZONE FROM LIMITED INDUSTRIAL DISTRICT (L-I) TO HEAVY INDUSTRIAL DISTRICT (H-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 20.71 ACRES, MORE OR LESS, OUT OF LOTS 3 & 4, BLOCK 1, RE-SUBDIVISION OF CLOSNER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 1300 BLOCK OF EAST CAPOTE CENTRAL AVENUE. COZ#240518 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. RAUL FONG, D/B/A JUNCTION CAFE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1 AND THE SOUTH 7 FT. OF LOT 2, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 11 SOUTH CAGE BOULEVARD. CUP#911291 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 4. LAS MARGARITAS RESTAURANT INC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOTS 7-10, BLOCK 28, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR,**

MINUTES: REGULAR CALLED MEETING
July 1, 2024

HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 106 NORTH CAGE BOULEVARD. CUP#210740 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

5. BALLI INVESTMENTS AND HOLDINGS LLC., D/B/A CALACAS TACOS AND BEER, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.062 ACRES, MORE OR LESS, OUT OF LOT 1, JUNCTION VIEW SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2101 NORTH CAGE BOULEVARD, SUITES 110 AND 111. CUP#220845 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
6. PAPPAS RESTAURANTS, INC., D/B/A PAPPADEAUX SEAFOOD KITCHEN, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PAPPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1610 WEST EXPRESSWAY 83. CUP#100103 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
7. ANTONIO RODRIGUEZ AND SYLVIA RODRIGUEZ, D/B/A VERONA EVENT CENTER II, LLC, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 2 AND 3, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 109 EAST FERGUSON AVENUE. CUP#100623 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced consent agenda and recommended approval.

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

Ordinance No's. O-2024-23, O-2024-24 and O-2024-25 are filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION

The time being 4:28 p.m., Mayor Pro Tem Chavez 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 11. RECONVENE

The time being 5:16 p.m., Mayor Pro Tem Chavez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-30 RELATING TO CITY ATTORNEY. (*ADOPTION ON ONE READING*) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Ordinance No. O-2024-26 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-47 FOR BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET. (*ADOPTION ON ONE READING*) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)**

Jonathan Flores, City Manager, introduced the item.

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

Ordinance No. O-2024-27 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, TO AMEND THE EMPLOYEE'S MISSION SQUARE 457(B) DEFERRED COMPENSATION RETIREMENT PLAN TO PERMIT LOANS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (HR)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO FEE NEGOTIATIONS AND SCOPE OF SERVICES WITH SAM-**

MINUTES: REGULAR CALLED MEETING

July 1, 2024

CS FROM AUSTIN, TEXAS TO CONDUCT INSPECTION, TESTING AND CONSTRUCTION MANAGEMENT SERVICES (CEI) FOR THE I-RD PROJECT. (TABLED) THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item and stated it would remain tabled.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE "I" ROAD PROJECT TO IOC COMPANY, LLC. FROM MISSION, TX IN THE AMOUNT OF \$20,969,361.63. (TABLED) THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item and stated it would remain tabled.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH QUANTUM CONSULTANTS FROM EL PASO, TEXAS TO DEVELOP THE COMPREHENSIVE PLAN UPDATE FOR THE CITY OF PHARR. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF S. CAGE BLVD. & HI LINE RD. 16-INCH WATERLINE IMPROVEMENTS PROJECT, AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$44,660.00 TO SOUTHERN TRENCHLESS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, ON COLLECTIVE BARGAINING LABOR AGREEMENT BETWEEN PHARR POLICE OFFICERS ASSOCIATION AND THE CITY OF PHARR FOR FY 2024-2025 THROUGH FY 2026-2027. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING

July 1, 2024

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

F) CONSIDERATION AND ACTION, IF ANY, ON COLLECTIVE BARGAINING LABOR AGREEMENT BETWEEN PHARR PROFESSIONAL FIREFIGHTER'S ASSOCIATION AND THE CITY OF PHARR FOR FY 2024-2025 THROUGH FY 2027-2028. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and stated the City would be retaining management rights on Assistant Fire Chief position.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:20 p.m.

CITY OF PHARR

DANIEL CHAVEZ
MAYOR PRO TEM

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

ON THIS THE 1st DAY OF JULY 2024 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, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

MINUTES: REGULAR CALLED MEETING
July 1, 2024

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: May 28, 2024

MEETING DATE: July 15, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Term Contract for the Purchase and Delivery of Fuel. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr Public Works department is the main location for all city fleet vehicles to obtain fuel. The city's current term contract is due to expire and all options for extensions have been exhausted. - Project No. 2324-01-517-T02-56

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise for sealed bids for the purchase and delivery of fuel

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Luis Marin
Hilda Pedraza
Jamison Merrick
City Management Office

Created/Initiated - 5/28/2024
Approved - 7/10/2024
Approved - 7/12/2024
Approved - 7/12/2024
Approved - 7/12/2024
Final Approval - 7/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 7/9/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Imperium Event Center, LLC., owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 1, of La Quinta Subdivision Re-plot of Lots 52-55, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 5952 South Cage Boulevard. CUP#240611 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Imperium Event Center, LLC., owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of July 8, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site being in compliance with all City Ordinance and City department requirements. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/9/2024
Approved - 7/9/2024
Final Approval - 7/9/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#240611 (IMPERIUM EVENT CENTER LLC)
--

GENERAL INFORMATION:

APPLICANT: Imperium Event Center, LLC., owner, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 1, of La Quinta Subdivision Re-plat of Lots 52-55, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 5952 South Cage Boulevard.

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

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.
HOURS OF OPERATION:	Office hours will be from 1:00 p.m. to 6:00 p.m. Monday through Friday and by appointment on weekends. Event Center will be by appointment scheduled in advance from 6:00 p.m. – 12:00 p.m. or 2:00 a.m.
NOTIFICATION OF PUBLIC:	Thirty-five (35) surrounding property owners were notified of the request by letter on June 28, 2024, and a legal notice was published in The Advance News Journal on June 26, 2024. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of July 8, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site being in compliance with all City Ordinance and City department requirements. There were seven members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

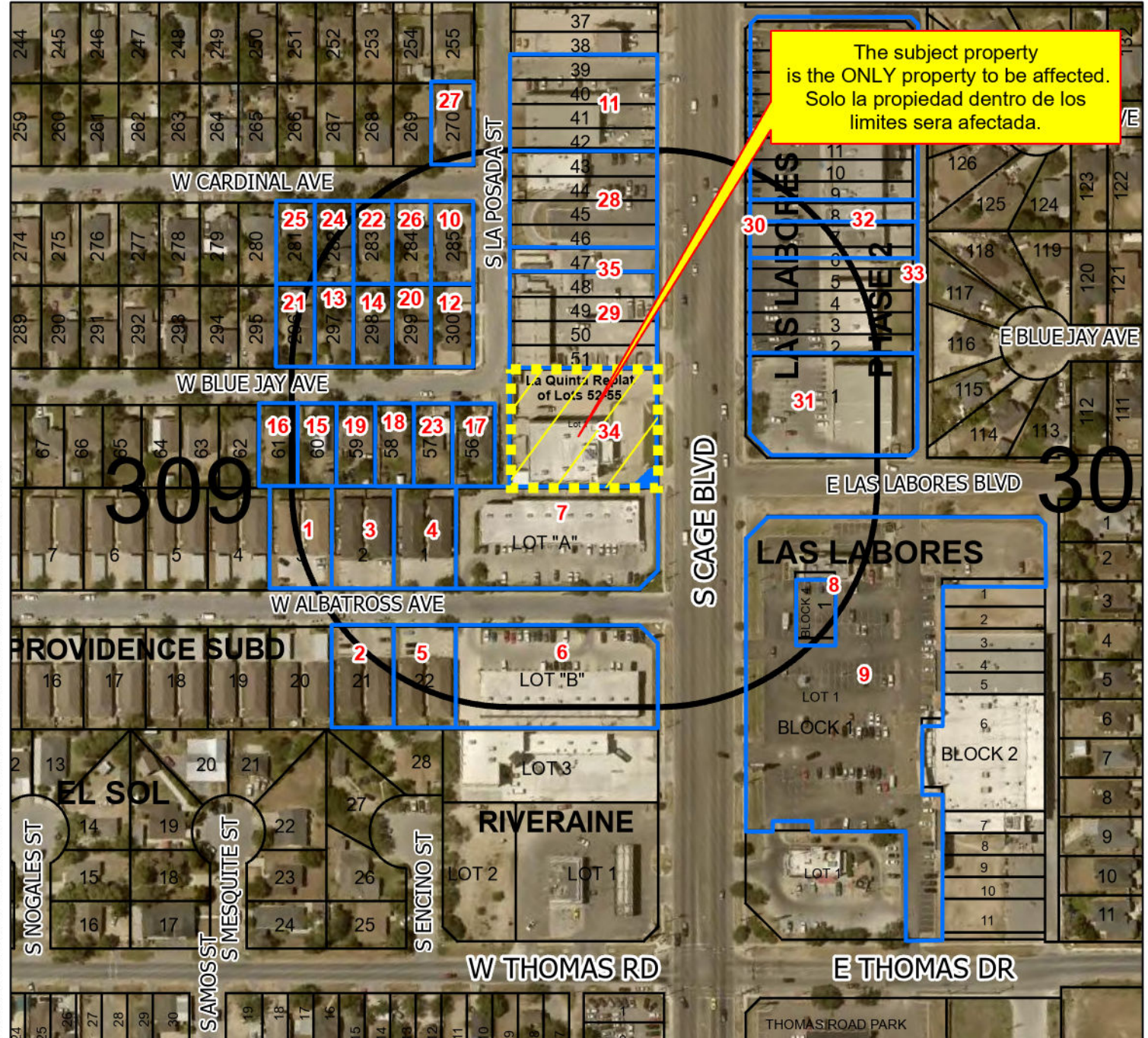
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.

2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such

residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

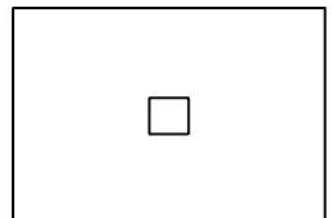
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

AERIAL

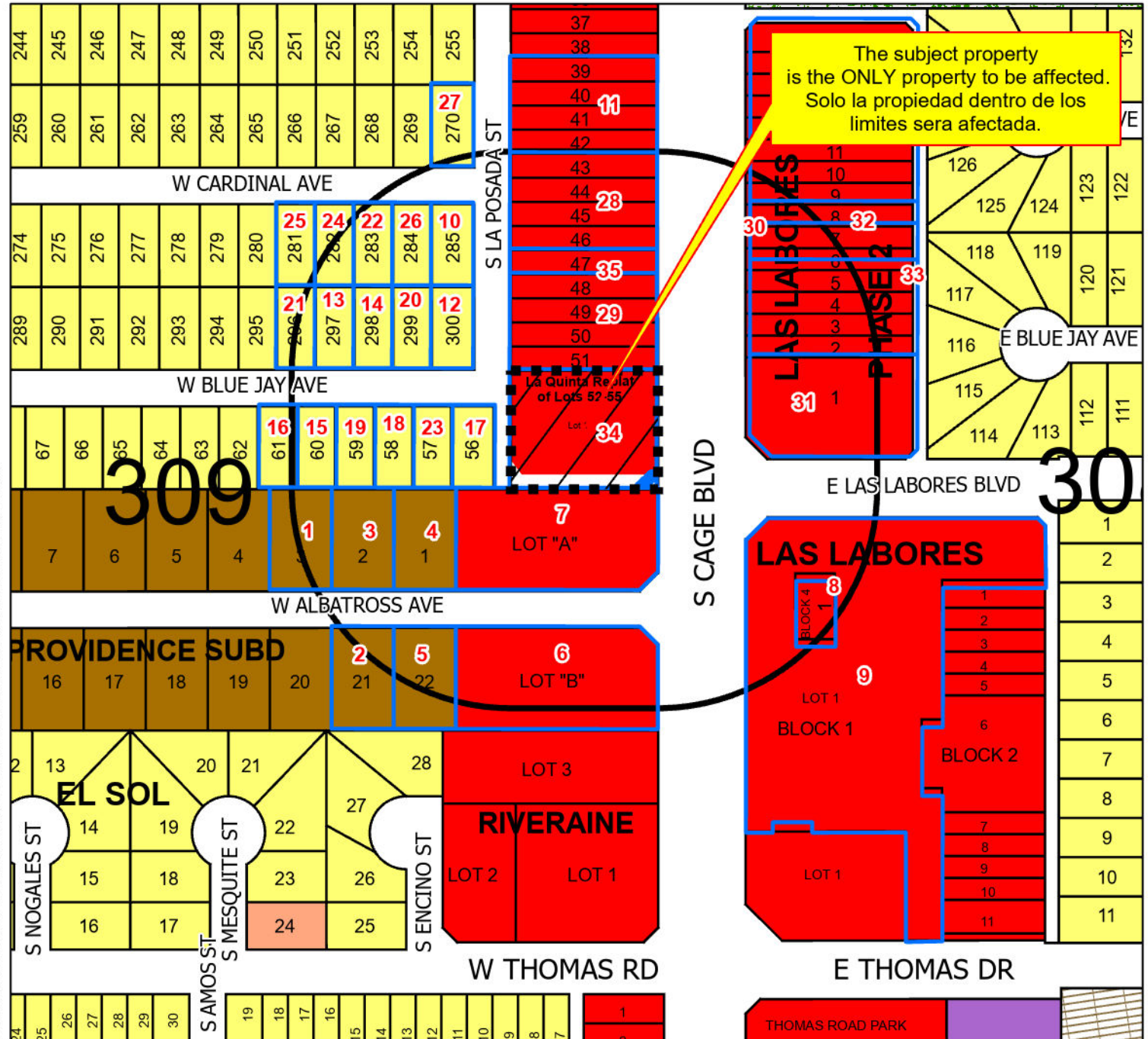


- Notified Properties
- 300 ft. Notification Buffer
- Location

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.



ZONING



Blue Jay Ave

Gate Alley Gate

Dumpster

Storage

DJ Ramp

Parking

Grass

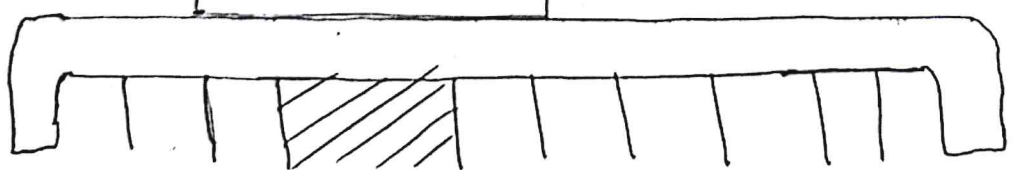
Sidewalk



Car Port



Bushes



Gate Retention Pond Gate

Cape River



Pharr
Development Services



Boulevard

Site Photo
5952 South Cage





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Double D's Nightlife Holdings LLC., DBA El Toxico Drive Thru, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 184, Valle De La Primavera Subdivision an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 6911 South Jackson Road. CUP#240612 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Double D's Nightlife Holdings LLC., DBA El Toxico Drive Thru, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of July 8, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site being in compliance with all City Ordinance and City department requirements. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

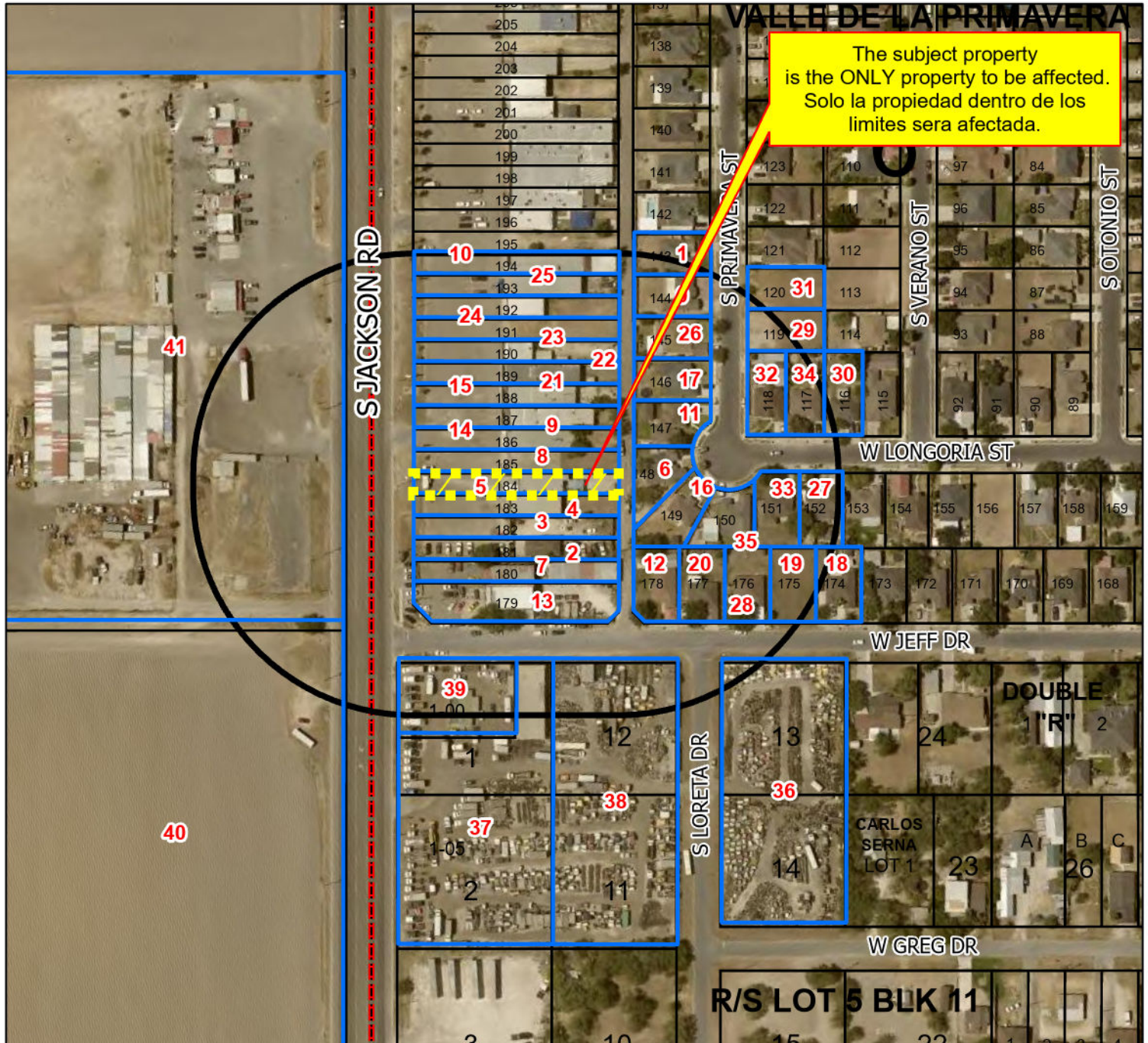
Kimberly Mendoza

Created/Initiated - 7/9/2024

Ricardo Rodriguez
City Management Office

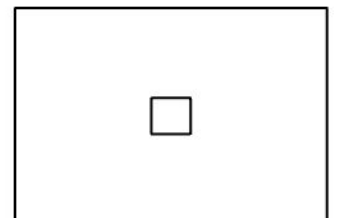
Approved - 7/9/2024
Final Approval - 7/9/2024

AERIAL

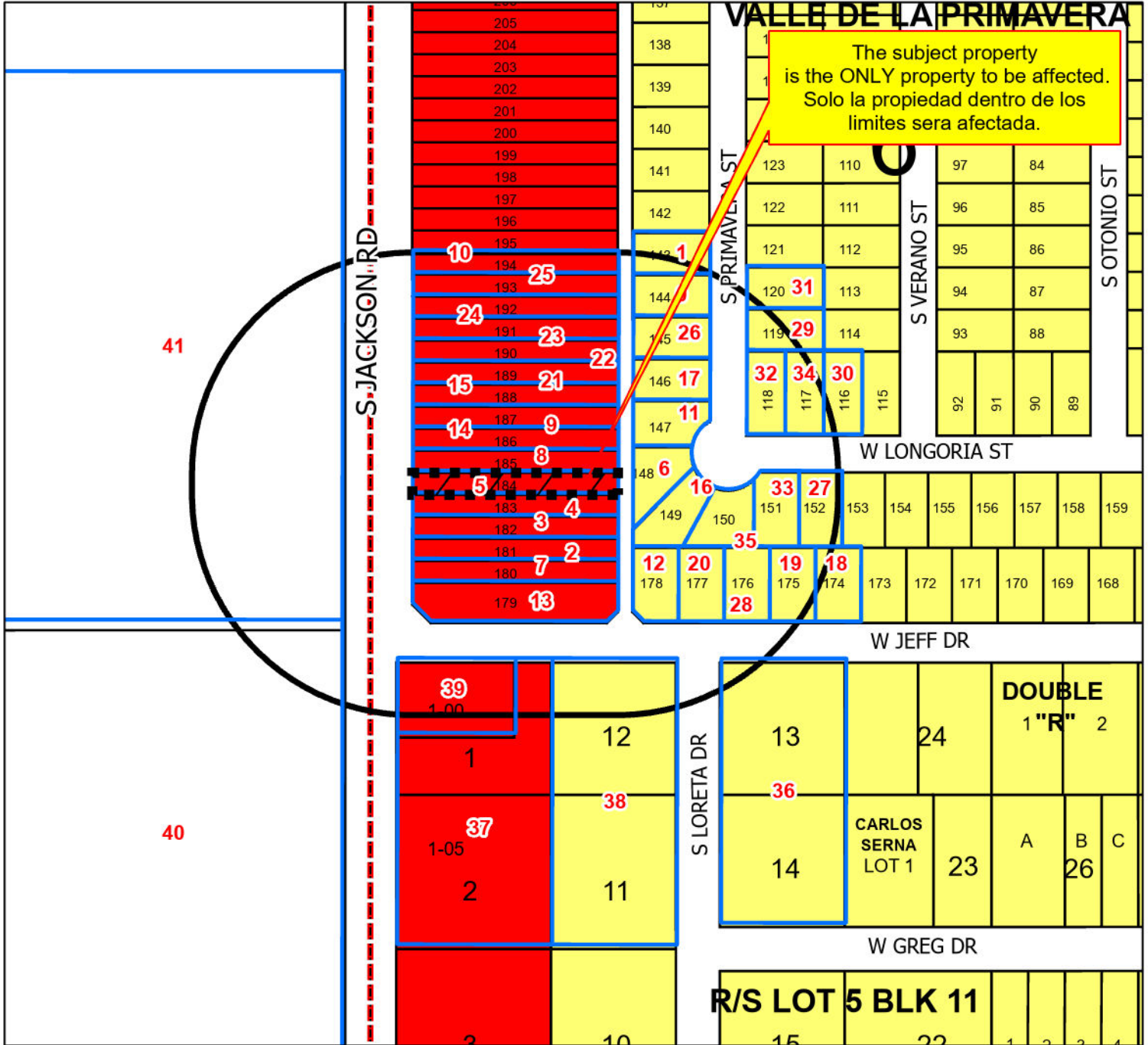


-  Notified Properties
-  300 ft. Notification Buffer
-  Location

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.



ZONING

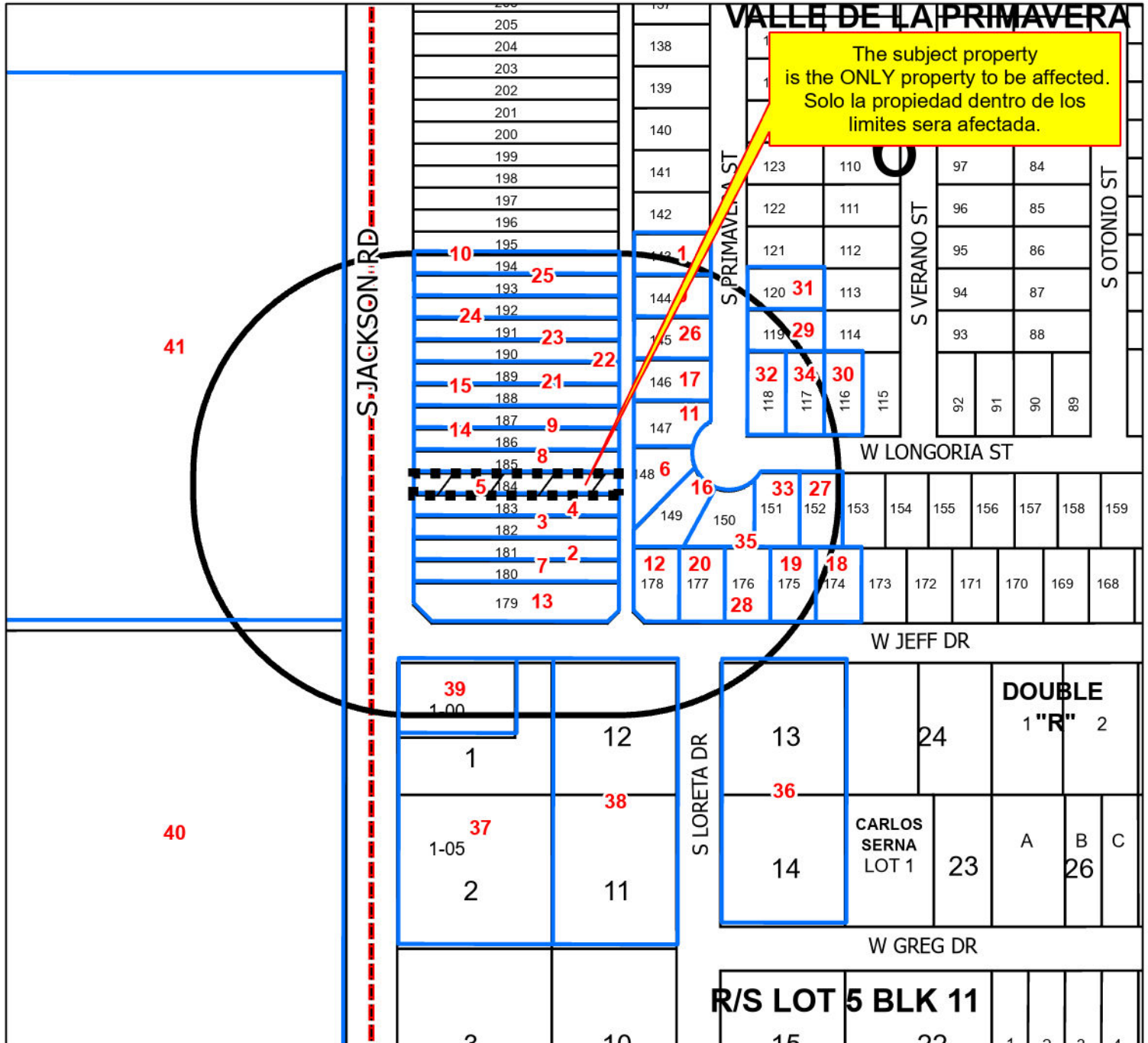


G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240812 Double D's Nightlife Holdings LLC\aprx00_BASE Project File.aprx

- | | | | |
|--|--|--|---|
|  Agricultural Open Space |  Rail Road R.O.W |  Neighborhood Commercial |  Notified Properties |
|  Single Family |  Government Owned |  Office Professional |  300 ft. Notification Buffer |
|  Single Family Small Lot |  General Business |  PSJA ISD |  Location |
|  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 | | |

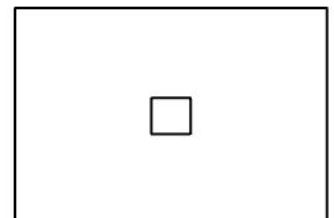
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RADIUS

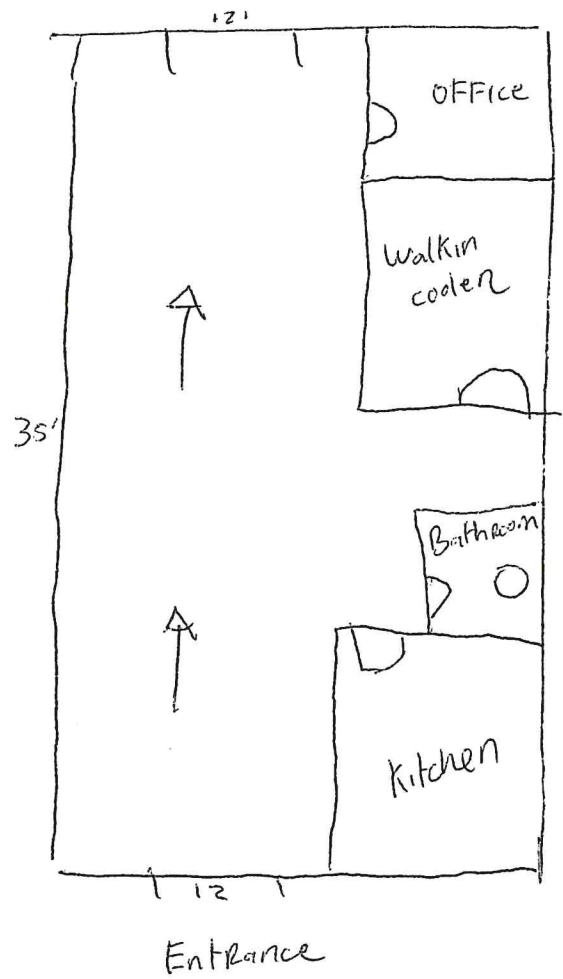


- Notified Properties
- 300 ft. Notification Buffer
- Location

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.



Alley



Jackson Rd



Pharr
Development Services



Site Photo

6911 South Jackson Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven INC. dba 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being All of Lot "A", Cordova Estates, an addition to the City of Pharr, Hidalgo County, Texas. The property is physically located at 1510 West Military Highway. CUP#240613 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven INC. dba 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of July 8, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site being in compliance with all City Ordinance and City department requirements. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 7/9/2024

Ricardo Rodriguez
City Management Office

Approved - 7/9/2024
Final Approval - 7/9/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#240613 (7-ELEVEN CONVENIENCE STORES AND STRIPES STORES)

GENERAL INFORMATION:

APPLICANT: 7-Eleven INC. dba 7-Eleven Convenience Store's and Stripes Stores, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being All of Lot "A", Cordova Estates, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1510 West Military Highway.

ZONING: The property is currently zoned General Business District (C). The property to the north is zoned Limited Industrial District (L-I) Heavy Commercial District (H-C) to the south and Agricultural and/or Open Space District (A-O) to the east. The city limits lie to the west. The area is generally designated for commercial in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Five (5) surrounding property owners were notified of the request by letter on June 28, 2024, and a legal notice was published in The Advance News Journal on June 26, 2024. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of July 8, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site being in compliance with all City Ordinance and City department requirements. There were seven members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

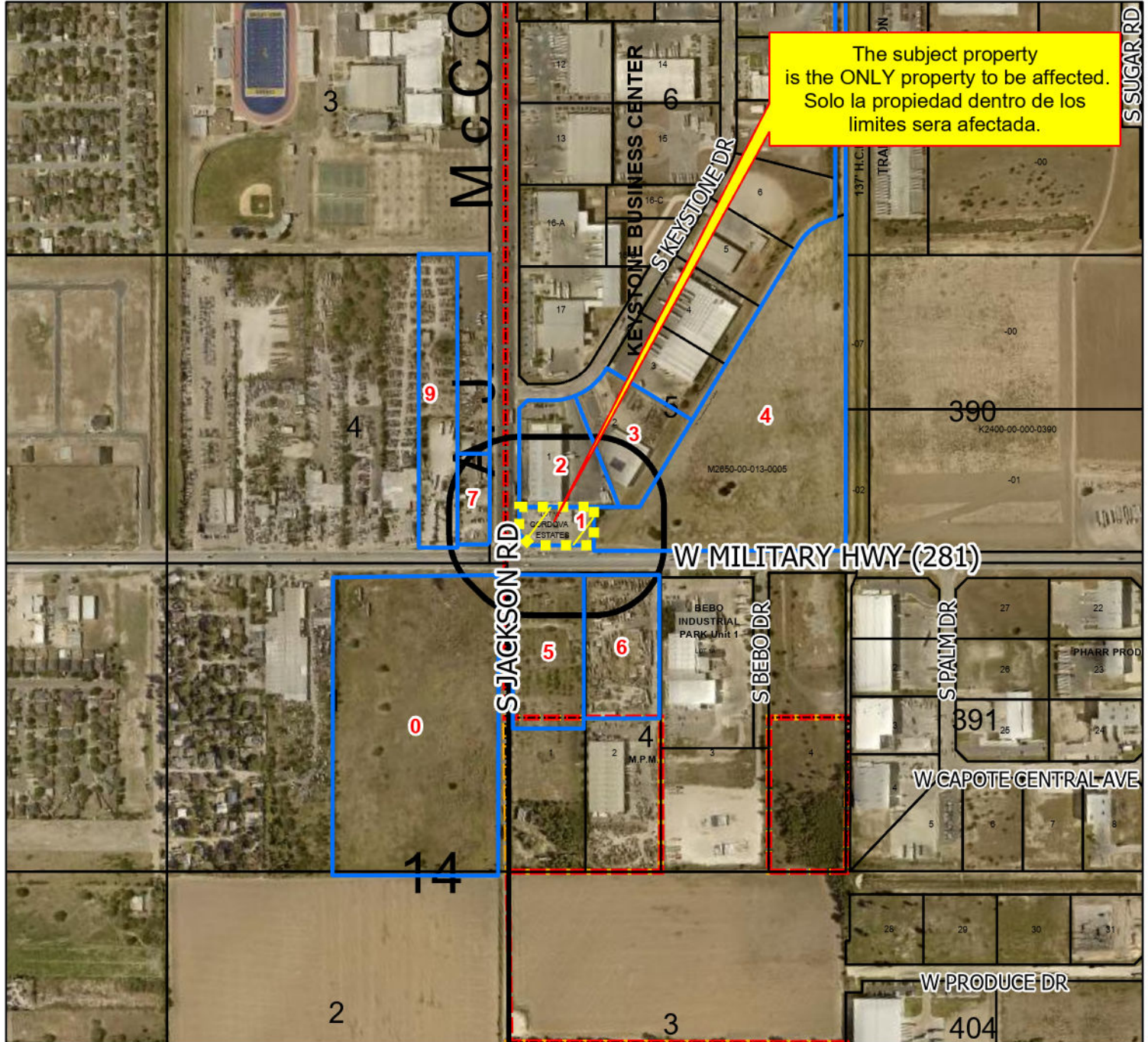
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of

such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

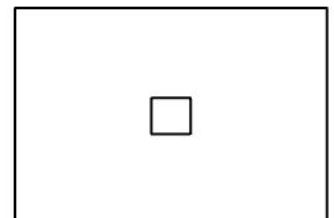
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

AERIAL

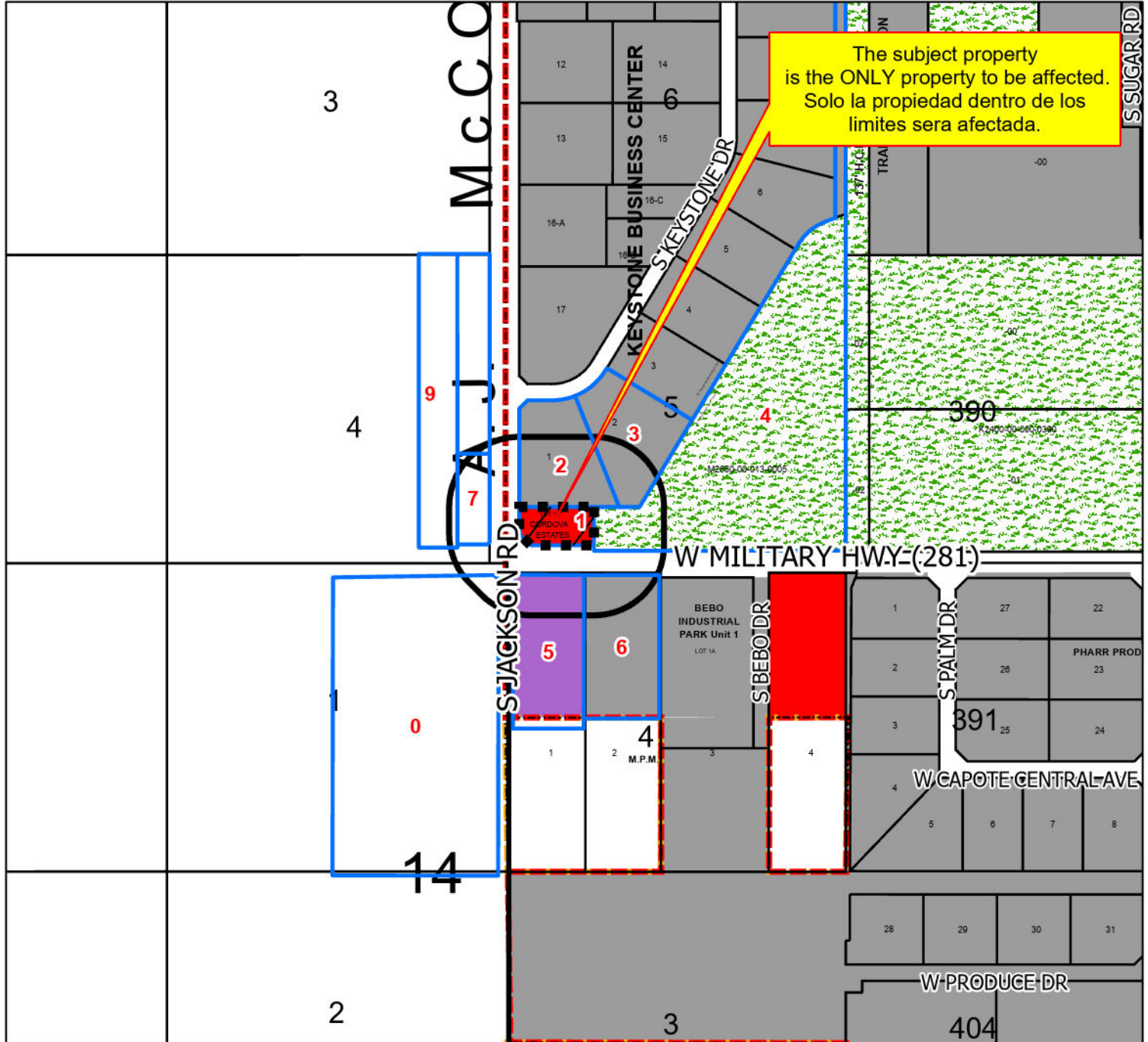


- Notified Properties
- 300 ft. Notification Buffer
- Location

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.



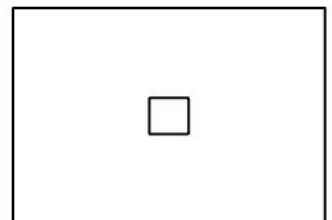
ZONING



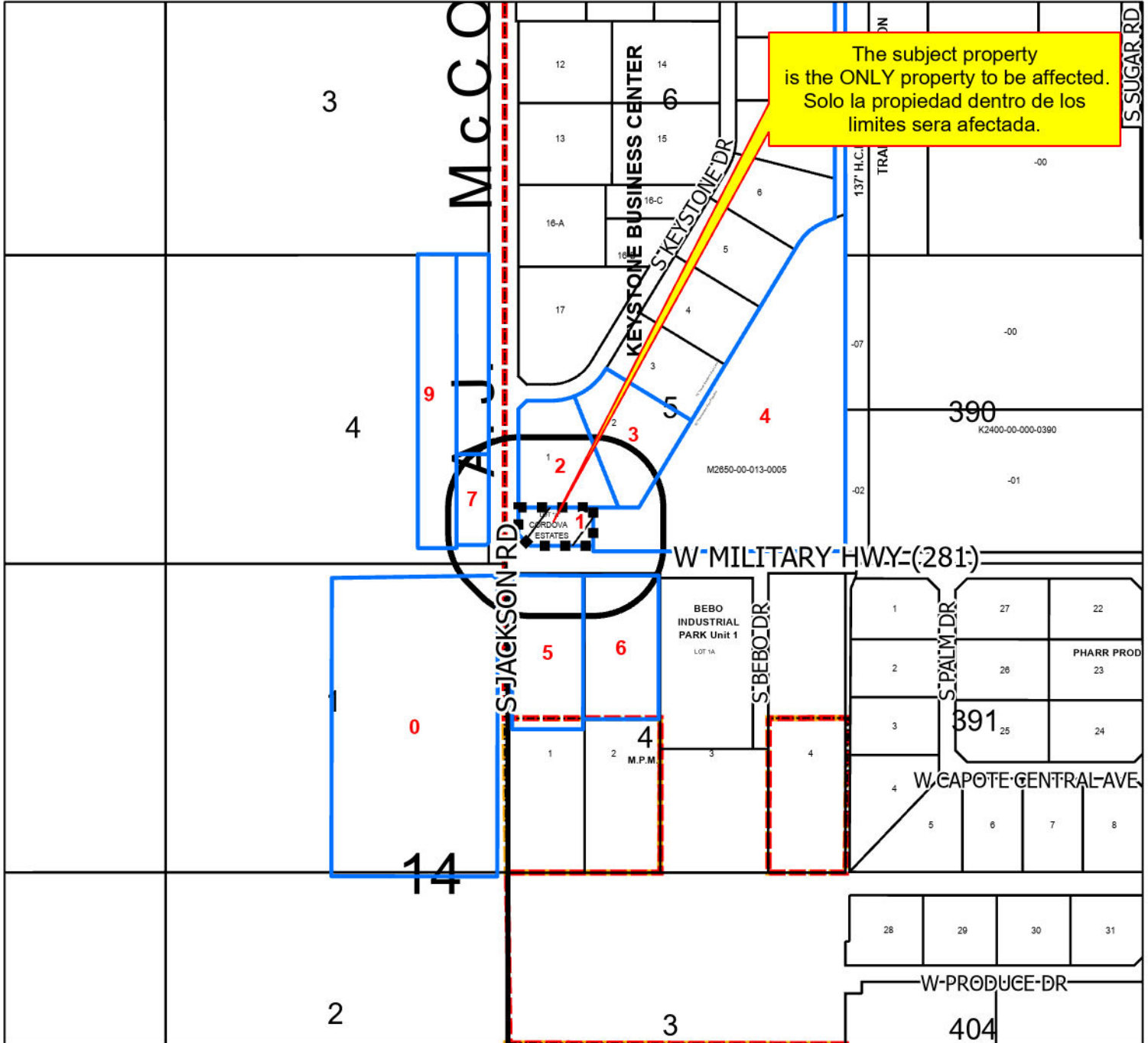
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240813 7-ELEVEN INC\aprx\00_BASE Project File.aprx



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.



RADIUS



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240813 7-ELEVEN INC\aprx\00_BASE Project File.aprx

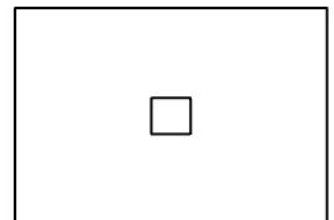
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

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

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

- Notified Properties
- 300 ft. Notification Buffer
- Location

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.





Pharr
Development Services



Site Photo

1510 West Military Highway





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: July 5, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mario Alberto Torres, d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.075 of an acre, more or less, out of Lot 1, Jackson Ridge Court Subdivision Phase II, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 7. CUP#170740 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Mario Alberto Torres, d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 6th renewal for On the Grill Restaurant.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/5/2024
Approved - 7/5/2024
Final Approval - 7/5/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170740 (ON THE GRILL RESTAURANT)
--

GENERAL INFORMATION:

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

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

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

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

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

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

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2024

Conditional Use Permit **Renewal** for ABC –

On the Grill Restaurant

Background:

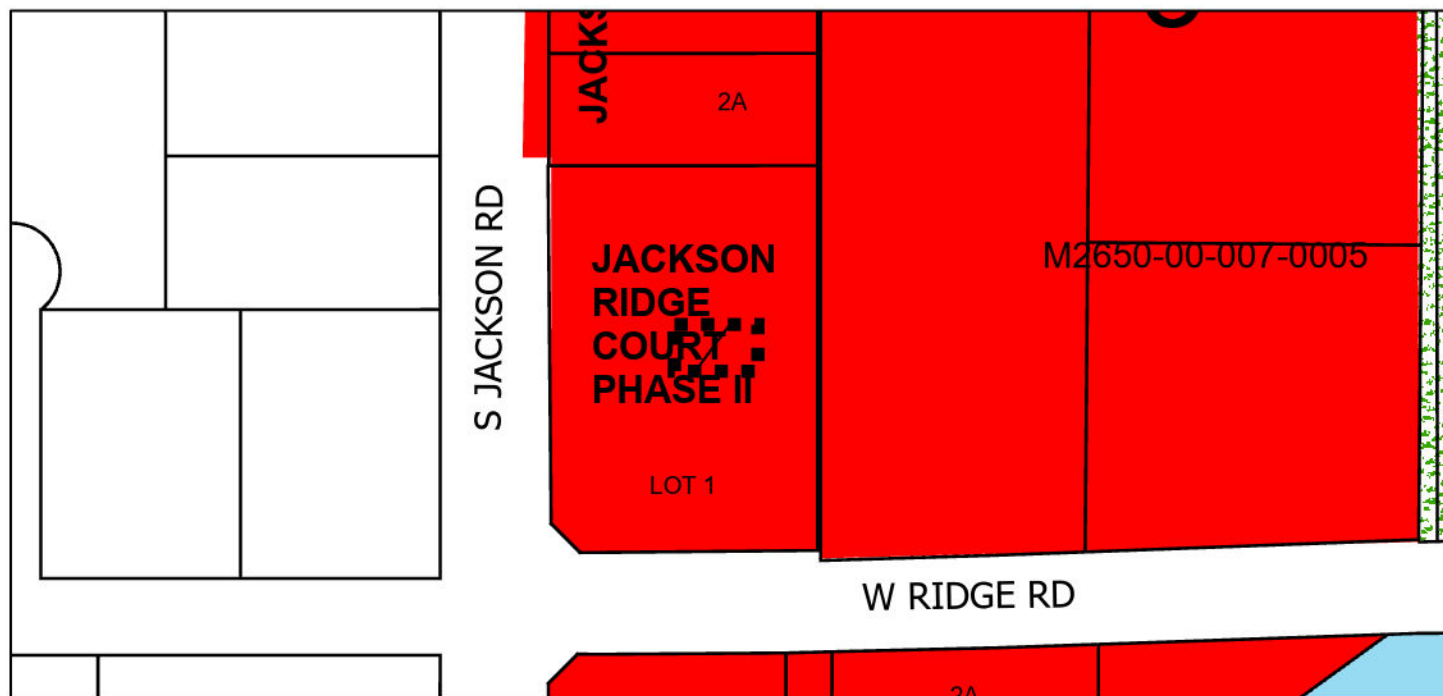
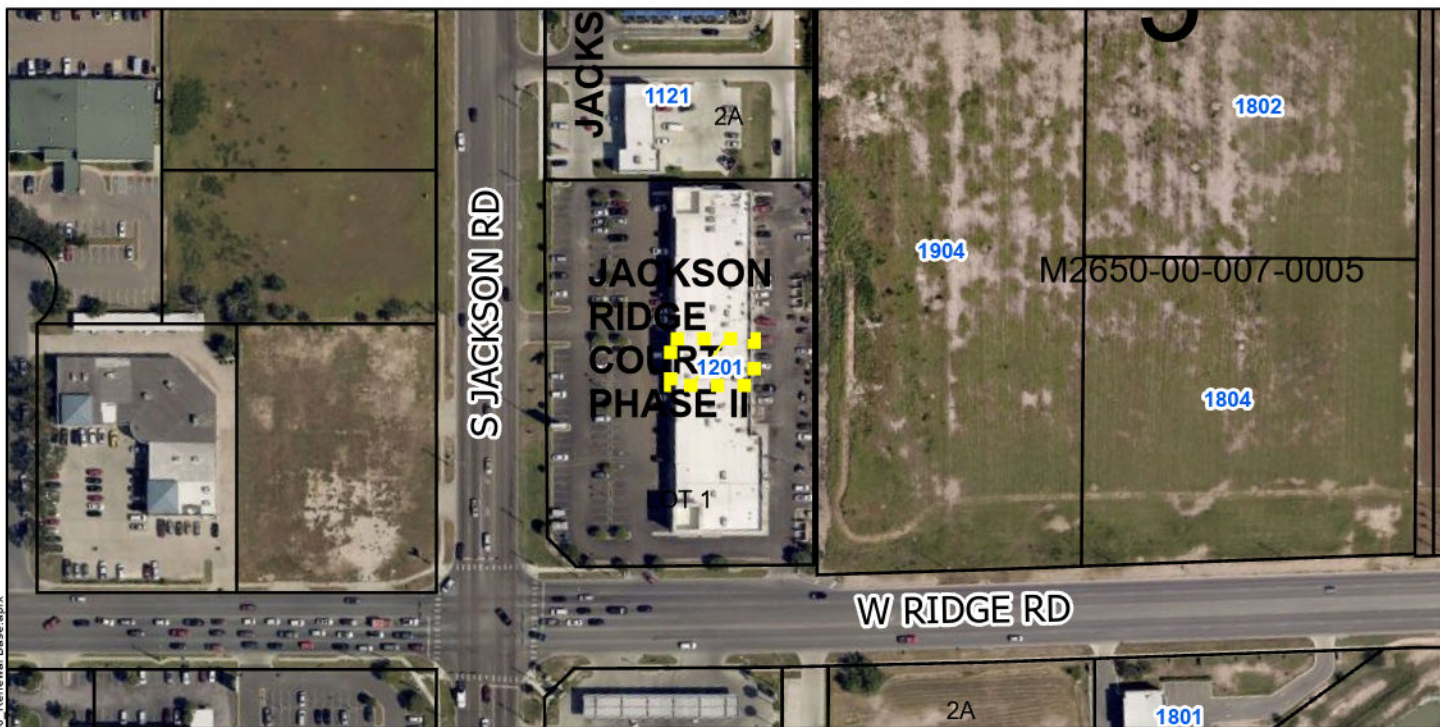
Mario Alberto Torres, d/b/a On the Grill Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for On the Grill Restaurant.

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

Recommendations:

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

CUP Renewal
 1201 S JACKSON RD STE 7 0.075 ac out of Lot 1
 Jackson Ridge Court Subdivision
 Mario Alberto Torres d/b/a On The Grill Restaurant



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:2,400

0 100 200 400 600 800 Feet



Date: 7/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.5.

DATE SUBMITTED: July 5, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Macumba Paradise, LLC., d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. CUP#160736 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Macumba Paradise, LLC., d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 6th renewal for Macumba Paradise.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/5/2024
Approved - 7/5/2024
Final Approval - 7/5/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160736 (MACUMBA PARADISE LLC, D/B/A LA CABAÑA SINALOENSE)
--

GENERAL INFORMATION:

APPLICANT: Macumba Paradise, LLC., d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1209 East Nolana Loop.

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

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

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
-------------------------	--

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2024

Conditional Use Permit **Renewal** for ABC –

Macumba Paradise, LLC, d/b/a
La Cabaña Sinaloense,

Background:

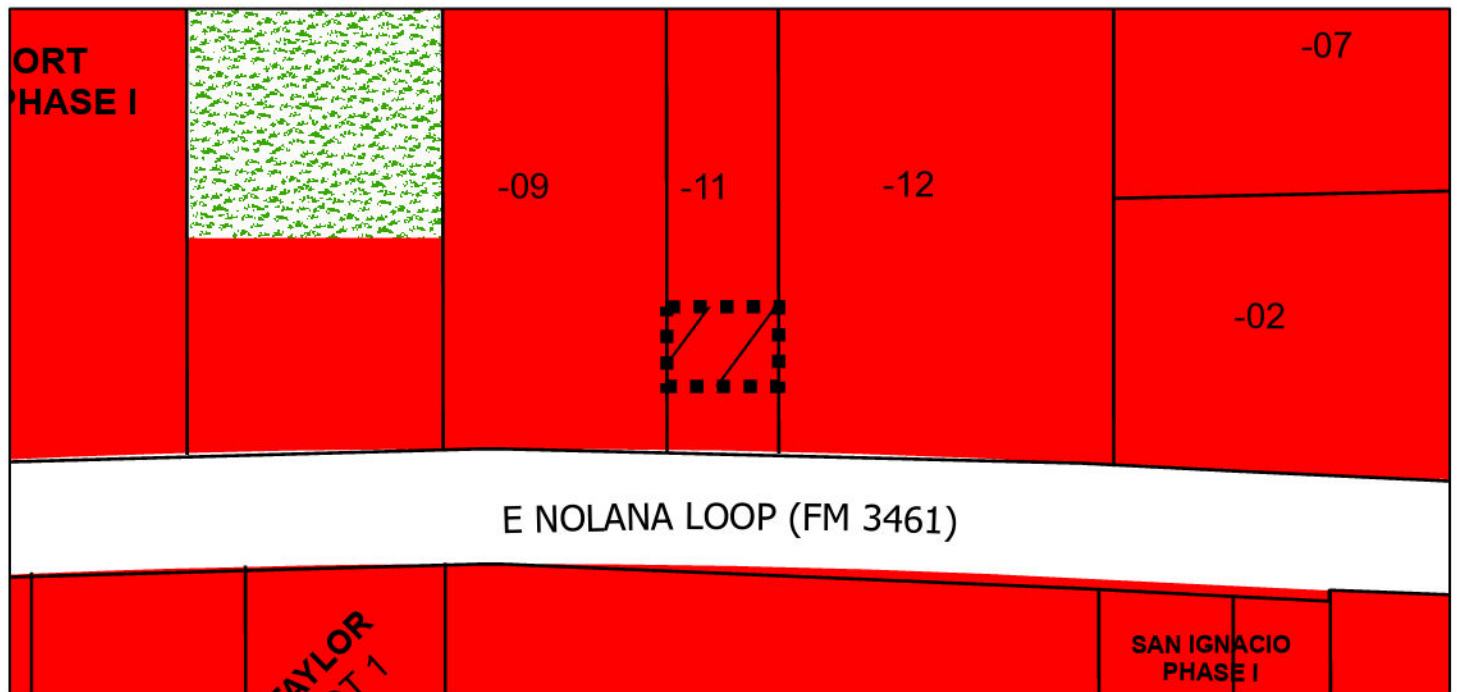
Macumba Paradise, LLC., d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Macumba Paradise.

The property is located at 1209 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

CUP Renewal
1209 E NOLANA LOOP
MACUMBA PARADISE LLC d/b/a
LA CABANA SINALOENSE



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:2,400

0 100 200 400 600 800 Feet



Date: 4/30/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.6.

DATE SUBMITTED: July 5, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 1. CUP#120424 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 10th renewal for Kurai Chinese & Sushi Restaurant

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/5/2024
Approved - 7/9/2024
Final Approval - 7/9/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#120424 (KURAI CHINESE & SUSHI RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Jackson Ridge Court Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 1.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, and East and Pharr City Limit lies to the West. The area is generally designated for commercial use in the Land Use Plan.

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

**FIRE
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:**

Recommends approval of
the Conditional Use Permit.

HEALTH:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

July 15, 2024

Conditional Use Permit **Renewal** for ABC – Kurai Chinese & Sushi Restaurant

Background:

Rommel Organista, d/b/a Kurai Chinese & Sushi Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Kurai Chinese & Sushi Restaurant

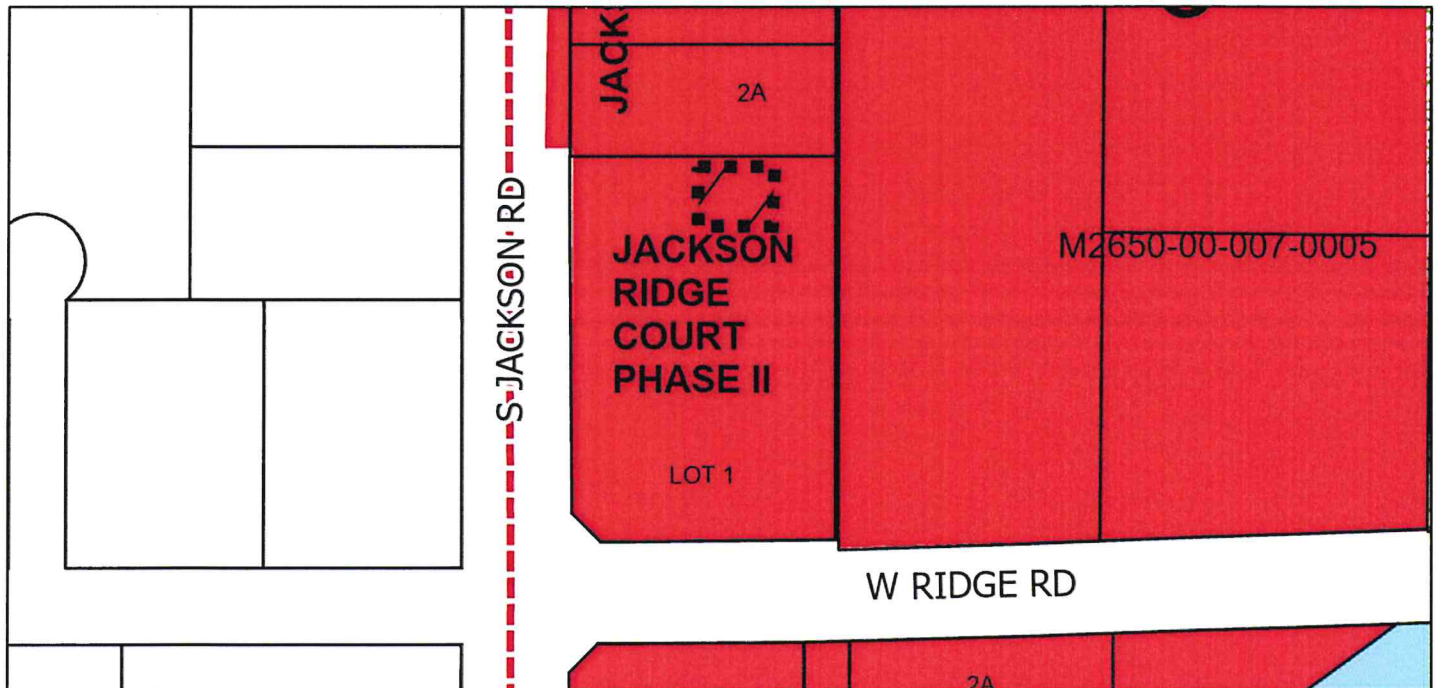
The property is located at 1201 South Jackson Road, Suite 1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\11-Planning\PRO CUP Renewal\CUP Renewal 1201 S JACKSON RD KURAI\100_Renewal Base.aprx



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





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: July 11, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 7/11/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.1.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Urban Infrastructure Group, representing Danny C. Smith, owner, is requesting final plat approval of the proposed Matt's Cash and Carry Subdivision. The property is legally described as being a 7.882 acre tract of land out of Lot 163, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 400 Block of East Interstate 2 North. SUB#210831 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue:

Urban Infrastructure Group, representing Danny C. Smith, owner, is requesting final plat approval of the proposed Matt's Cash and Carry Subdivision.

Fiscal Consideration: N/A

Staff Recommendation:

Development Services recommends final plat approval of the proposed Matt's Cash and Carry Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Matt's Cash and Carry Subdivision at their meeting on July 8, 2024. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/9/2024
Approved - 7/9/2024
Final Approval - 7/10/2024



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: MATT'S CASH AND CARRY SUBDIVISION
FILE NO. **SUB#210831**

GENERAL INFORMATION:

APPLICANT: Urban Infrastructure Group, representing Danny C. Smith, Owner, is requesting final plat approval of the proposed Matt's Cash and Carry Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 7.882 acre tract of land out of Lot 163, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 400 Block of East Interstate 2 North.

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

PROPERTY PROPOSED USE: Wholesale/retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Matt's Cash and Carry Subdivision subject to the following conditions set before you.

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

EASEMENTS: 1. In compliance.

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

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

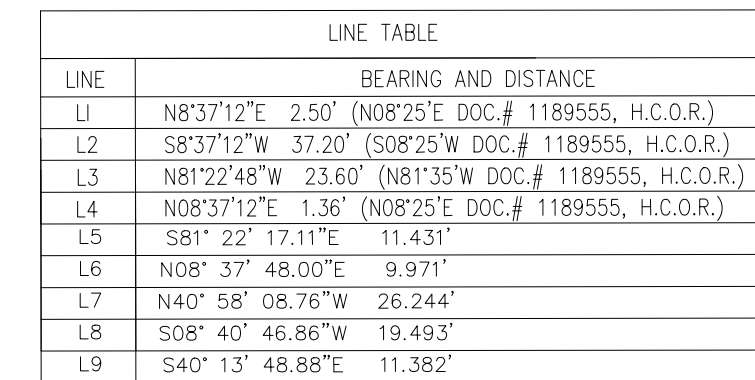
SEWER: 1. In compliance.

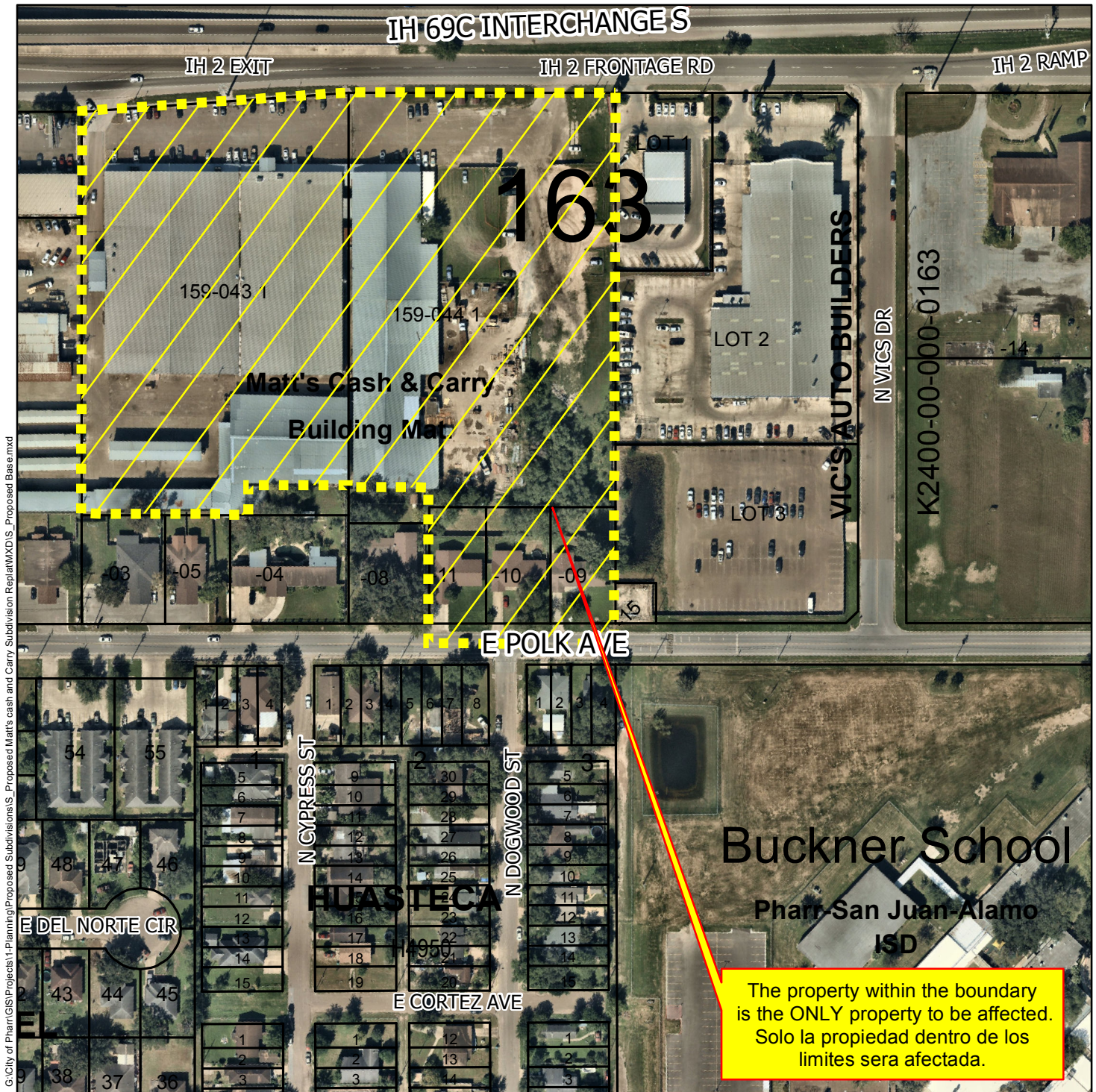
DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

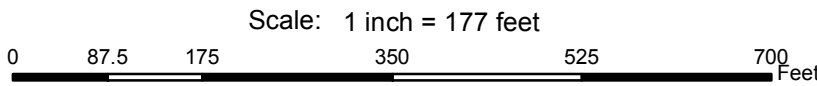
The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Matt's Cash and Carry Subdivision at their meeting on July 08, 2024.

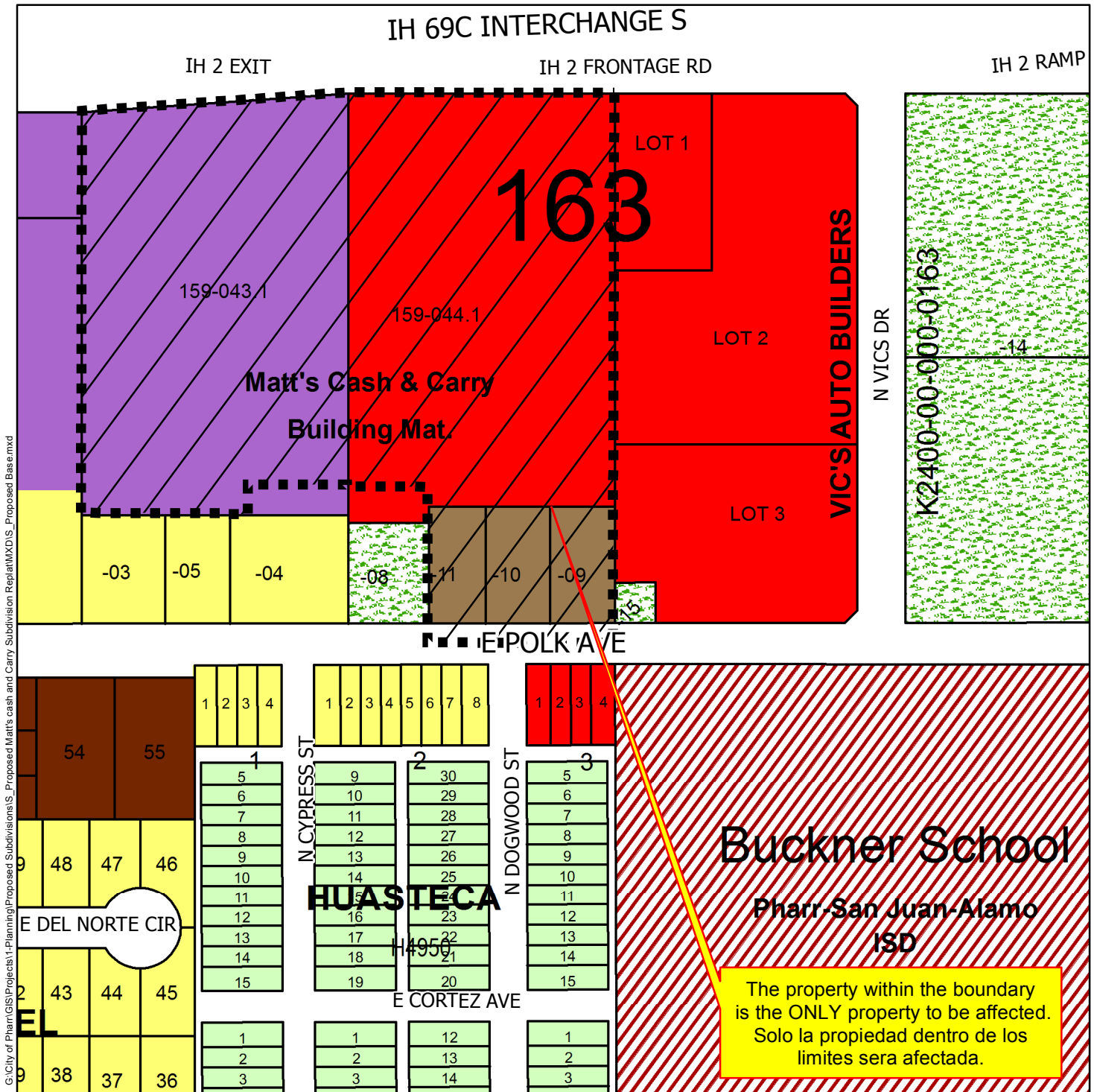




The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

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	





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



Pharr
Development Services



Site Photo

400 Blk. of East Interstate 2





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.2.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Barrera Infrastructure Group, Inc., representing Clemente Ponce, Member of Nextgen Investments, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Nextgen Subdivision. The property is legally described as being 2.235 acres gross, situated in Hidalgo County and also being a part or portion of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2700 Block of South Cage Boulevard. SUB#180929 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue:

Barrera Infrastructure Group, Inc., representing Clemente Ponce, Member of Nextgen Investments, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Nextgen Subdivision.

Fiscal Consideration: N/A

Staff Recommendation:

Development Services recommends final plat approval of the proposed Nextgen Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Nextgen Subdivision at their meeting on July 8, 2024. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/9/2024
Approved - 7/9/2024
Final Approval - 7/10/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JULY 15, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: NEXTGEN SUBDIVISION
FILE NO. **SUB#180929**

GENERAL INFORMATION:

APPLICANT: Barrera Infrastructure Group, Inc., representing Clemente Ponce, Member of Nextgen Investments, LLC, a Texas Limited Liability Company, is requesting final plat approval of the proposed Nextgen Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 2.235 acres gross, situated in Hidalgo County and also being a part or portion of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 2700 Block of South Cage Boulevard.

ZONING: The property is currently zoned Planned Unit Development District (PUD). The adjacent zones are Planned Unit Development District (PUD) to the north, south and east, General Business District (C), Residential Multi-Family High Density District (R-MFHD) and Agricultural and/or Open Space District (A-O) to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Retail/wholesale.

VARIANCES: None requested.

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

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

EASEMENTS: 1. In compliance.

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

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

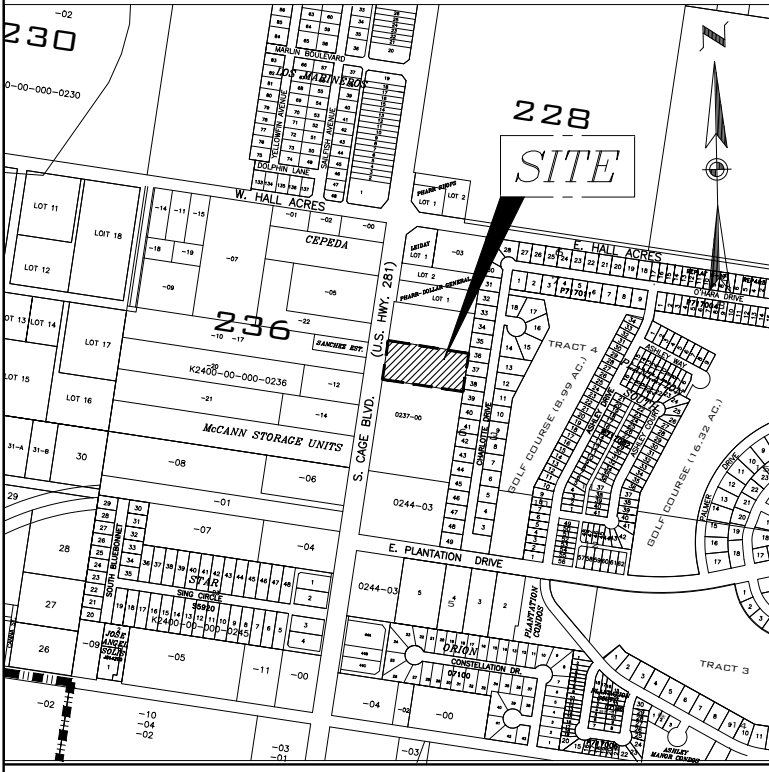
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Nextgen Subdivision at their meeting on July 08, 2024.



LOCATION MAP
SCALE : 1"=1000'

PREPARED BY:
BARRERA INFRASTRUCTURE GROUP, INC.
6521 N. 10TH ST., SUITE "C"
McALLEN, TEXAS 78504
DATE PREPARED: 7/31/18

PROPOSED PLAT OF
NEXTGEN SUBDIVISION

A TRACT OF LAND CONTAINING 2.235 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 237, KELLY-PHARR SUBDIVISION, MAP REFERENCE: VOLUME 3, PAGES 133-134, H.C.D.R.

NEXTGEN SUBDIVISION IS LOCATED IN THE CITY OF PHARR, HIDALGO COUNTY, IT IS APPROX. 1/8 MILE SOUTH OF HALL ACRES ROAD ON THE EAST SIDE OF U.S. HIGHWAY 281 (CAGE BLVD.)

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 2.235 ACRES GROSS, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 237, KELLY-PHARR SUBDIVISION, MAP REFERENCE: VOLUME 3, PAGES 133-134, H.C.D.R., AND SAID 2.235 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHWEST CORNER OF SAID LOT 237 THE RIGHT-OF-WAY OF U.S. HIGHWAY 281 (S. CAGE BLVD.) AND THE RIGHT-OF-WAY OF HALL ACRES ROAD, THENCE, S 08° 29' 38" W. ALONG THE WEST LINE OF SAID LOT 237, A DISTANCE OF 634.99 FEET FOR THE NORTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, S 81° 30' 22" E, AT A DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 281 (S. CAGE BLVD.) AS RECORDED IN VOLUME 383, PAGE 118, H.C.D.R., AND CONTINUING A TOTAL DISTANCE OF 475.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET ON THE WEST LINE OF PLANTATION SOUTH UNIT NO. 11, RECORDED IN VOLUME 27, PAGE 192A, H.C.M.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 29' 38" W. ALONG THE WEST LINE OF SAID PLANTATION SOUTH UNIT NO. 11, A DISTANCE OF 205.00 FEET A 1/2" IRON ROD FOUND ON THE NORTHEAST CORNER OF A TRACT OF LAND DEEDED TO FIRST NATIONAL BANK, RECORDED IN DOCUMENT NO. 2221052, H.C.D.R., FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 30' 22" W, AT A DISTANCE OF 425.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 281 (S. CAGE BLVD.), AND CONTINUING A DISTANCE OF 475.00 FEET TO THE WEST LINE OF SAID LOT 237, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 29' 38" E, ALONG THE WEST LINE OF SAID LOT 237, A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.235 GROSS ACRES OF LAND, MORE OR LESS.

SCALE: 1"=50'

LEGEND

- - DENOTES FOUND 1/2" ROD
- ⊗ - DENOTES FOUND "X" MARK
- - DENOTES NO MONUMENT
- - DENOTES SET 1/2" ROD
- U.E. - UTILITY EASEMENT
- ESMT. - EASEMENT
- A.U.E.- ACCESS & UTILITY EASEMENT
- R.O.W. - RIGHT OF WAY
- C.C.E. - CORNER CLIP EASEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE NEXTGEN SUBDIVISION SUBDIVISION TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

OWNER: NEXTGEN INVESTMENTS, LLC.
BY: CLEMENTE PONCE, MEMBER
1536 S. CAGE BLVD., SUITE 7
PHARR, TX 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED CLEMENTE PONCE, KNOWN TO ME TO BE THE PERSON WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES:

HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT _____ ATTEST: SECRETARY _____

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT. NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE _____

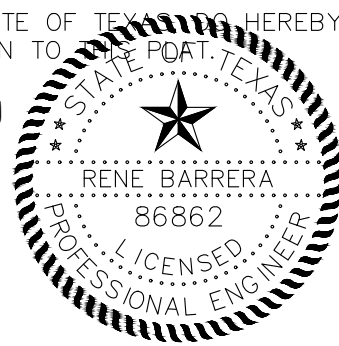
STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO



RENE BARRERA
LICENSED PROFESSIONAL ENGINEER No. 86862
6521 N. 10TH STREET
SUITE C
McALLEN, TEXAS 78504

For Record Drawing
6-18-24
DATE



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

OSCAR HERNANDEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5005
3007 TUCKER ROAD
HARLINGEN, TX 78552

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR, TEXAS.

DATE _____

ATTEST: CITY CLERK

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

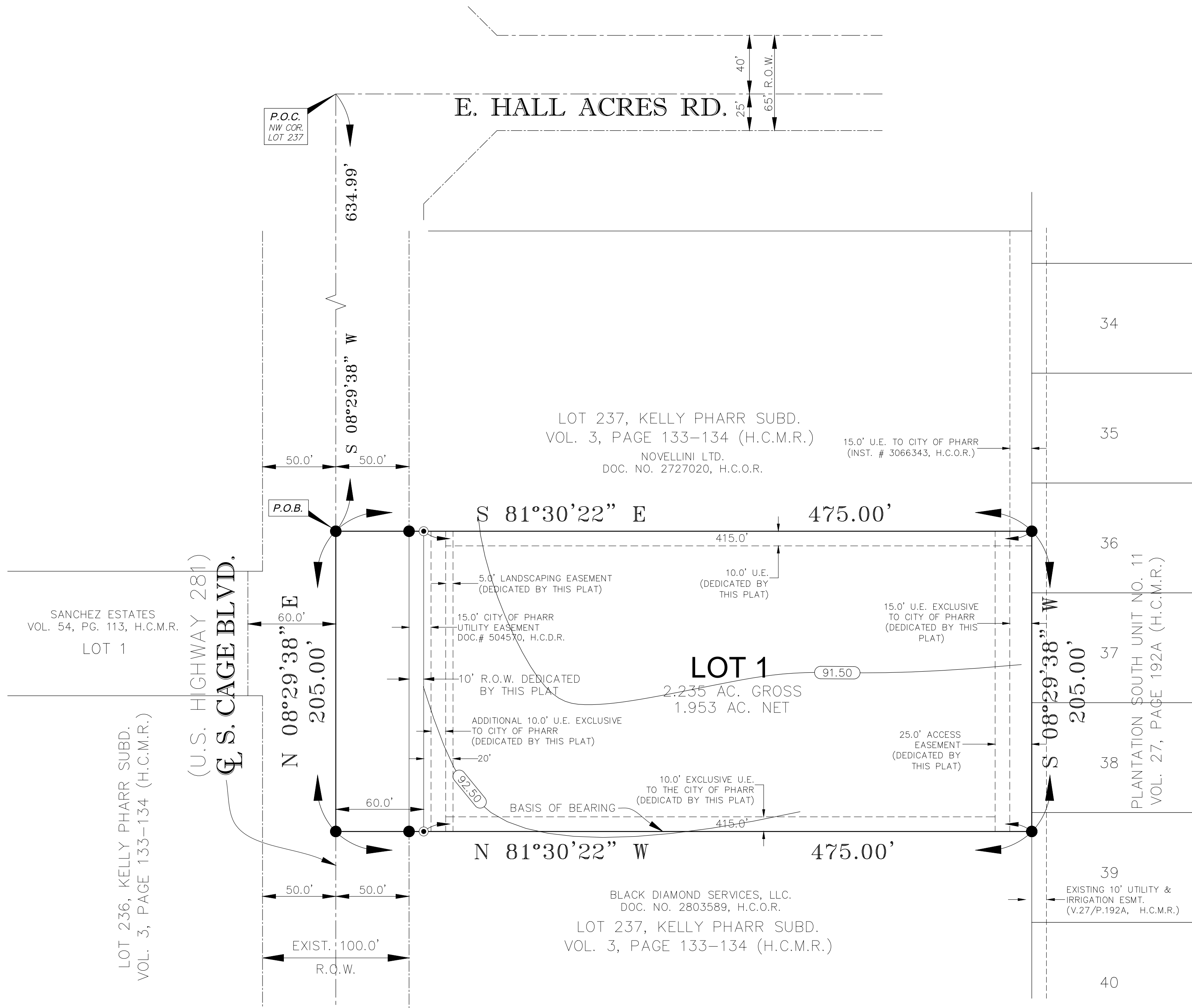
I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS THE ____ DAY OF _____, 20____.

DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: CLEMENTE PONCE	116 CYNTHIA CIR.	McALLEN, TX 78501		
ENGINEER: RENE BARRERA	3525 W. FREDDY GONZ.	EDINBURG, TX. 78539	956-687-3355	956-992-8801
SURVEYOR: OSCAR HERNANDEZ, RPLS	3007 TUCKER ROAD	HARLINGEN, TX 78552	956-357-2185	956-428-2805



GENERAL NOTES :

- THIS SUBDIVISION IS IN ZONE "B", DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. F.I.R.M. COMMUNITY PANEL NO.: 480347 0005 C EFFECTIVE DATE: OCTOBER 19, 1982
- MINIMUM FINISHED FLOOR ELEVATION IS 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT.
- BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.15 ACRES AND A VOLUME OF APPROXIMATELY 0.575 ACRE FEET (25,062 C.F.) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- CITY OF PHARR BENCHMARK #28, SET BY J.E. SAENZ & ASSOCIATES, (N 16585897.783, E 1086616.596) LOCATED EAST OF S. CAGE BLVD., ON THE SOUTH SIDE OF HALL ACRES ROAD., ELEVATION=89.80 (DATUM NGVD 1988)

- A 5 FT. SIDEWALK WITH A.D.A. RAMPS AND LANDINGS WILL BE REQUIRED TO BE CONSTRUCTED DURING BUILDING PERMIT PHASE ALONG ANY STREET, UNLESS OTHERWISE STATED.
- WHEELCHAIR RAMPS AND LANDINGS AS PER ADA REQUIREMENTS ARE TO BE CONSTRUCTED AT THE SUBDIVISION CONSTRUCTION STAGE.
- NO BUILDING OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EASEMENT.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES).
- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE.
- OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY WHO THE DEDICATION IS GRANTED.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

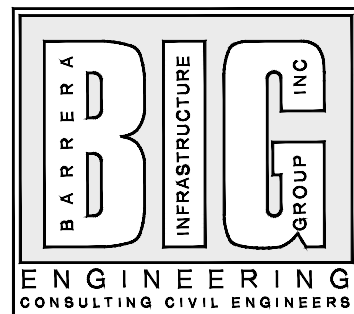


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAIARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

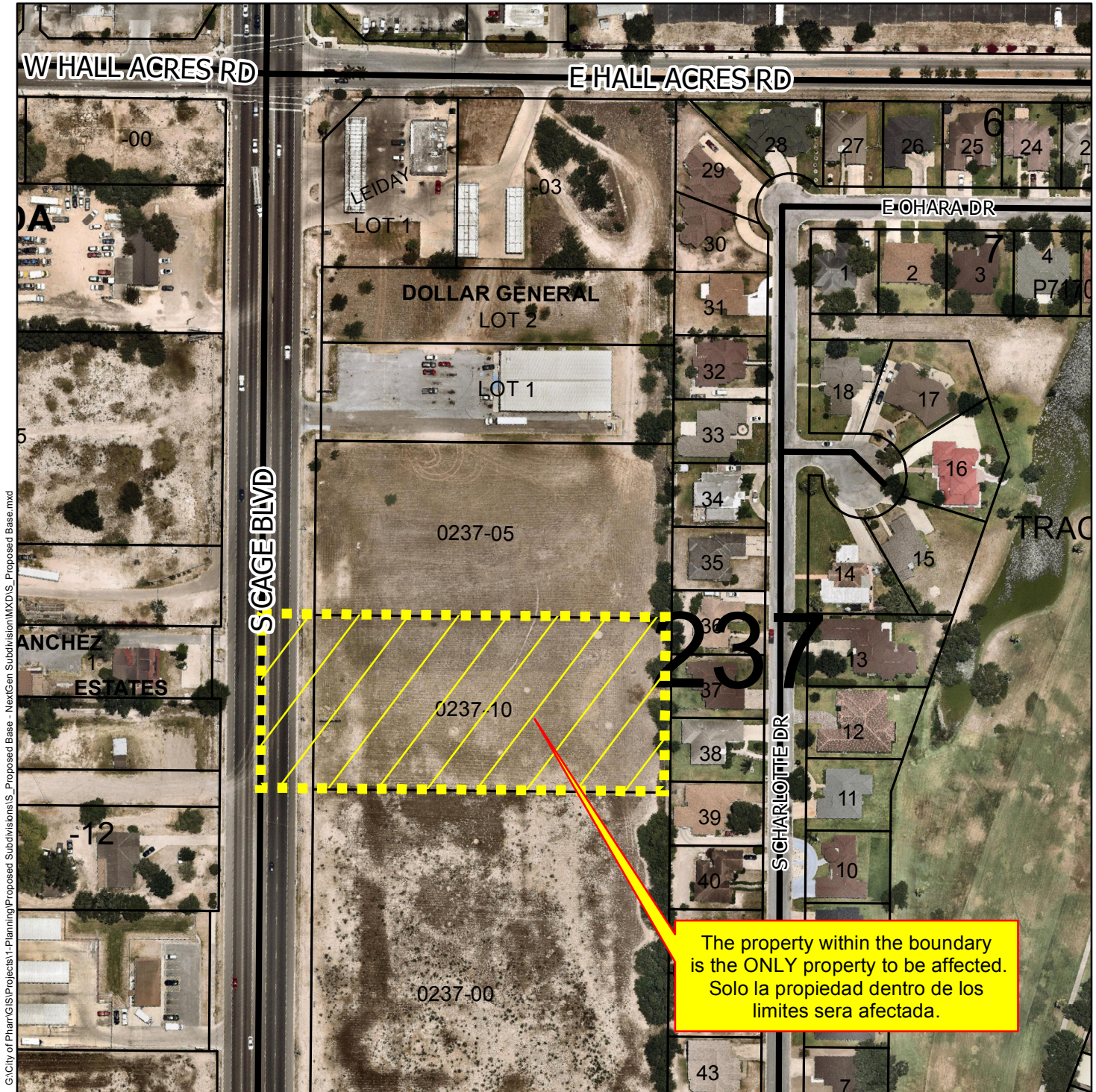
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



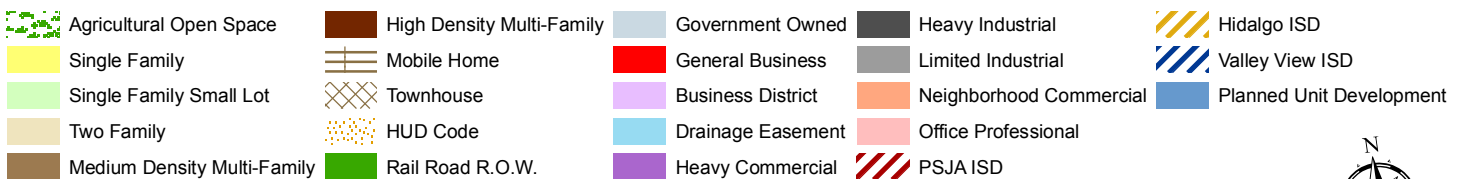
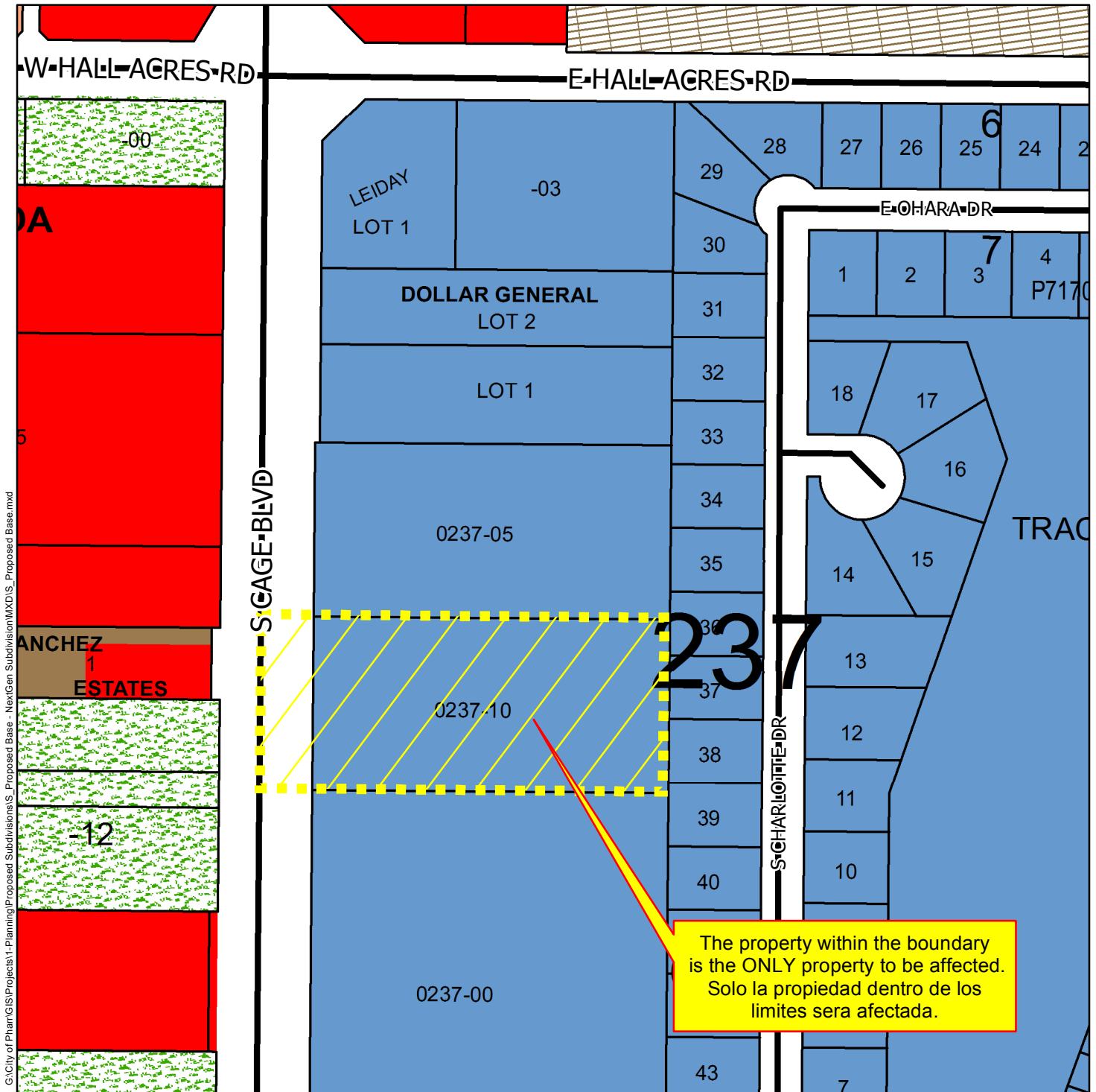
3525 W. FREDDY GONZALEZ
SUITE "B2"
EDINBURG, TX 78539
956-687-3355
956-992-8801 (FAX)
FIRM NO. 6435

AS-BUILT
DATE: REV. 6-18-24



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	





Pharr
Development Services



Site Photo

2700 Blk. of South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 27, 2024

MEETING DATE: July 15, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the "I" Road Hike & Bike Phase I Project, CSJ: 0921-02-532. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The proposed AFA with TxDOT is for the "I" Rd. Hike & Bike Phase I which will connect the existing Precinct No. 2 Hike & Bike Trail with "I" Rd. at Javelina Rd. The AFA requires the City to pay a total estimated amount of \$91,518.00 to TxDOT for review and oversight services. In addition, the City is responsible for 100% of cost overruns.

Fiscal Consideration:

Initial Payment Due at AFA Approval: \$57,000

Payment Due Before Construction: \$34,518

Total: \$91,518

Staff Recommendation: Staff recommends approval of the Resolution executing an AFA with TxDOT for the I Rd. Hike & Bike Phase I, CSJ 0921-02-532.

Alternatives: No alternative--TxDOT must have oversight on this project because it involves federal funds.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Ruben Alfaro

Maritza Magallan

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 6/27/2024

Approved - 6/27/2024

Approved - 6/27/2024

Approved - 6/28/2024

Approved - 6/28/2024

Final Approval - 6/28/2024

RESOLUTION NO. R-2024-__

**ADVANCE FUNDING AGREEMENT
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT
I ROAD HIKE & BIKE PHASE I
CSJ: 0921-02-532**

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522 (MO)** dated August 16, 2023, awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including the I Road Hike & Bike Phase I, CSJ: 0921-02-532 (Project); and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for this TASA Program Project; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$91,518** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)* and authorizes initial payment in the amount of **\$57,000** to the Texas Department of Transportation Trust Fund.

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

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

The City of Pharr authorizes the issuance of a check in the initial amount of **\$57,000**, to the Texas Department of Transportation Trust Fund.

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

PASSED AND APPROVED this 15th day of July 2024, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	32600		
Project Name		I Road Hike & Bike Phase I		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as I Road Hike & Bike Phase I (Project), and

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	32600		
Project Name	I Road Hike & Bike Phase I			AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116522 (MO) dated August 16, 2023 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

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

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

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of the new construction (Phase I) of a 1.2-mile-long, 10-foot-wide, shared-use path that commences at the south eastern terminus of the existing Regional Linear Park (0.1 miles south of Moore Rd.) to Rancho Blanco Rd, runs southeast to Veterans Blvd (I Rd.), and then south along Veterans Blvd (I Rd) connecting to the proposed I Rd. Hike & Bike Phase II.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

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

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	32600		
Project Name	I Road Hike & Bike Phase I			AFA Not Used For Research & Development	

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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

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to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

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

5. Amendments

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

6. Remedies

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

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3)

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TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

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

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

9. Compliance with Accessibility Standards

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

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest

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edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

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12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those

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provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

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- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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

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

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

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

Texas Department of Transportation
ATTN: Transportation Landscape Architect
600 W. Interstate 2
Pharr, Texas 78577

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

County: Hidalgo County
Local Government: City of Pharr
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Highway or Roadway: Veterans Blvd

16. Legal Construction

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

17. Responsibilities of the Parties

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

18. Ownership of Documents

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

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19. Document and Information Exchange

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
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Project Name	I Road Hike & Bike Phase I			AFA Not Used For Research & Development	

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	32600		
Project Name	I Road Hike & Bike Phase I			AFA Not Used For Research & Development	

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

28. Debarment Certifications

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

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

29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

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

TxDOT:				Federal Highway Administration:	
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3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

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

32. Signatory Warranty

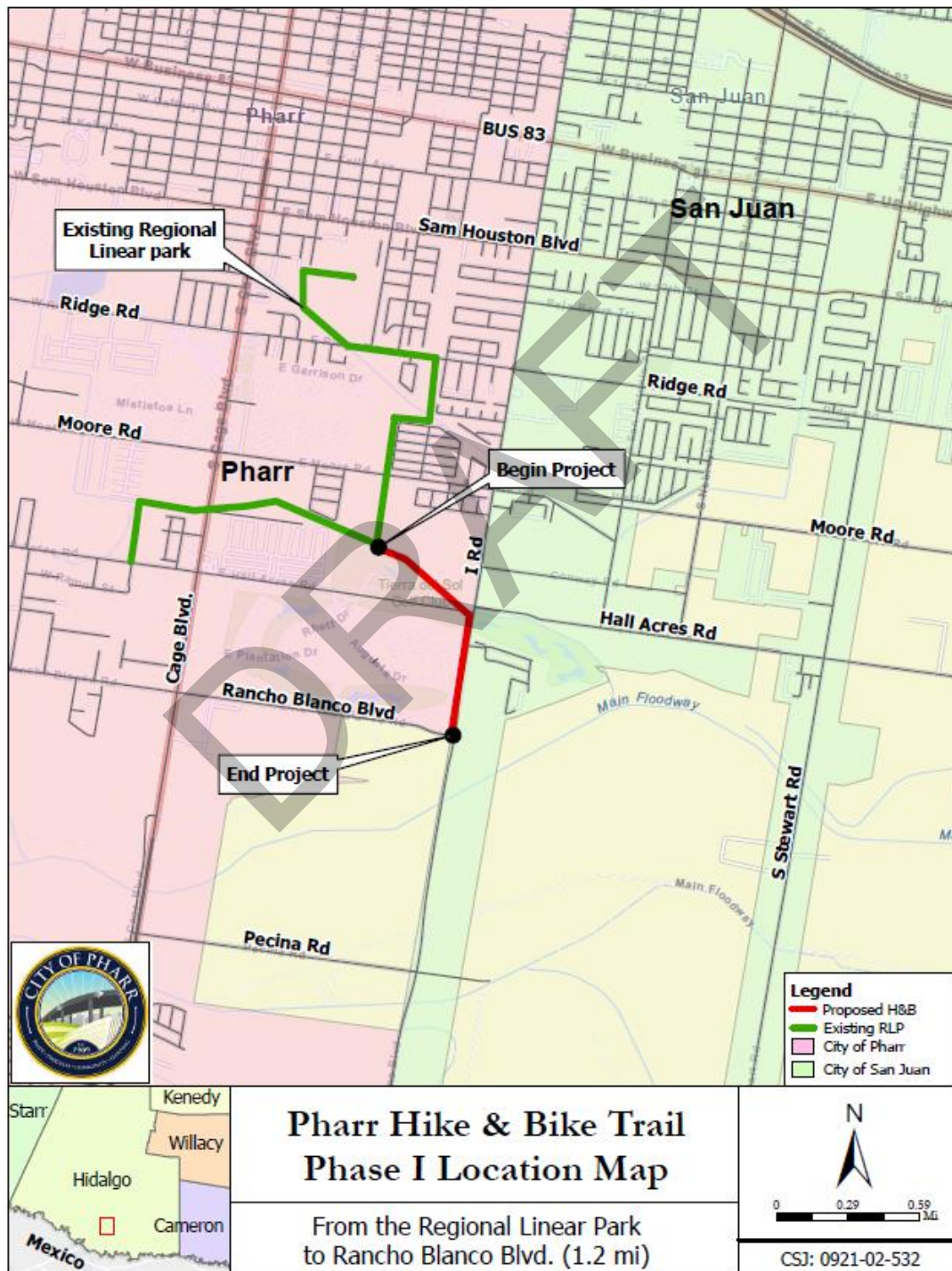
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Dr. Ambrosio Hernandez
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City of Pharr Mayor
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
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ATTACHMENT A **PROJECT LOCATION MAP**



TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering		\$300,000	0%	\$0	0%	\$0	100%	\$300,000
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost Cat 9	\$1,092,000							
Construction Engineering Cost Cat 9	\$98,280							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$1,490,280	\$952,224		\$0		\$538,056	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
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Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal		\$0	\$0	\$0	\$0		
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$28,500	0%	\$0	0%	\$0	100%	\$28,500
Environmental Cost ¹	\$22,800	0%	\$0	0%	\$0	100%	\$22,800
Right of Way ¹	\$2,850	0%	\$0	0%	\$0	100%	\$2,850
Utilities ¹	\$2,850	0%	\$0	0%	\$0	100%	\$2,850
Construction ²	\$34,518	0%	\$0	0%	\$0	100%	\$34,518
Direct State Costs Subtotal	\$91,518	0%	\$0	0%	\$0	100%	\$91,518
Indirect State Cost	\$68,553		\$0	100%	\$68,553		\$0
TOTAL PARTICIPATION	\$1,650,351		\$952,224		\$68,553		\$629,574
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$0

- The estimated total participation by Local Government is \$629,574.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$91,518.
- ¹Local Government's first payment of \$57,000 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$34,518 is due to State within 60 days prior to the Construction contract being advertised for bids.

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
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Project Name	I Road Hike & Bike Phase I			AFA Not Used For Research & Development	

- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$952,224.

DRAFT

TxDOT:				Federal Highway Administration:	
CCSJ #		AFA ID	Z00009492	CFDA No.	20.205
AFA CSJs	0921-02-532			CFDA Title	Highway Planning and Construction
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Project Name	I Road Hike & Bike Phase I			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 8, 2024

MEETING DATE: July 15, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members to the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The terms of regular members, Rogelio Torres and Ramiro Gutierrez are set to expire on July 11, 2024.

Mr. Rogelio Torres and Mr. Ramiro Gutierrez have expressed interest in seeking reappointment as regular members to the Board of Adjustment.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the reappointment of Mr. Rogelio Torres and Mr. Ramiro Gutierrez as regular members of the Board of Adjustment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/8/2024
Approved - 7/8/2024
Final Approval - 7/8/2024

STATE OF TEXAS

§

§

CITY OF PHARR

§

RESOLUTION NO. R-2024-____

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, the terms of regular members, Rogelio Torres and Ramiro Gutierrez are set to expire on July 11, 2024; and

WHEREAS, appointment/reappointment of two (2) regular members need to be made at this time in accordance with City Ordinance No. O-2023-42 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than three (3) Pharr boards or committees concurrently.

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

The following resident of the City of Pharr is hereby appointed/reappointed as a regular member of the Board of Adjustment.

NAME:

LENGTH OF TERM

- | | |
|----------|--------------------------------------|
| 1. _____ | 2-year term (expiring July 11, 2026) |
| 2. _____ | 2-year term (expiring July 11, 2026) |

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of July, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: July 1, 2024

MEETING DATE: July 15, 2024

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing two (2) members to the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The terms of Board members, Edgar Delgadillo and Tony Martinez expire on August 1, 2024.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of both Bridge Board members.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 7/1/2024

Approved - 7/9/2024

Approved - 7/9/2024

Approved - 7/12/2024

Final Approval - 7/12/2024

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2024- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

WHEREAS, the terms of Edgar Delgadillo (Position #3) and Tony Martinez (Position #4) expired on August 1, 2024, and appointment/re-appointment of two (2) member to the Toll Bridge Board is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT: The following members are hereby appointed/re-appointed to the Toll Bridge Board:

- | <u>NAME</u> | <u>POSITION # 3</u>
LENGTH OF TERM
(3-Year term to expire 8/01/27) |
|-------------|--|
| 1. | |
| 2. | <u>POSITION # 4</u>
LENGTH OF TERM
(3-Year term to expire 8/01/27) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of July 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Tax Resolution Letter. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Closed Session

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

Issue: This item will be discussed in closed session

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/9/2024
Approved - 7/10/2024
Final Approval - 7/10/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: July 2, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into fee negotiations and scope of services with SAM-CS from Austin, Texas to conduct Inspection, Testing and Construction Management Services (CEI) for the I-Rd Project. **(TABLED)** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: On April 8, 2024, the Purchasing Department received three (3) Proposals for the above reference project. The City of Pharr requested proposals for conducting professional engineering services for inspection, material testing and construction management for the I-Rd construction project. Based on the review made by the City's evaluation committee, staff recommends selection of the top ranked firm, SAM-CS, LLC. from Austin, TX and seeks authorization to negotiate scope and fee for these services. - (Project No. 2324-01-528-S25-326)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 7/2/2024
Approved - 7/8/2024
Approved - 7/9/2024
Approved - 7/9/2024
Approved - 7/12/2024
Final Approval - 7/12/2024



BID OPENING: April 8, 2024 AT 3:00 PM
LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)
PROJECT NO. 2324-01-528-S25-326

**PROFESSIONAL ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING AND
CONSTRUCTION MANAGEMENT - IRD PROJECT**

RESPONDENTS	CITY, STATE
B2Z ENGINEERING. LLC	MCALLEN, TX
SAM-CS	AUSTIN, TX
SAMES, INC	MCALLEN, TX



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.B.

DATE SUBMITTED: July 2, 2024

MEETING DATE: July 15, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to award a construction contract for the "I" Road Project to IOC Company, LLC. from Mission, TX in the amount of \$20,969,361.63. **(TABLED)** This item supports IF - Infrastructure.

Classification: Regular

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

Issue: Bids for the "I" Road (also known as Veterans Boulevard) Project were opened and read aloud on March 27, 2024. A total of four (4) bids were received, and the apparent low bidder was IOC Company, LLC.

A bid analysis was completed and found IOC's bid reasonable in comparison with the engineer's estimate. A Letter of Recommendation to Award was submitted to TxDOT for their concurrence and approved on May 17, 2024.

The project is now ready to be awarded by the Pharr City Commission. - Project No. 2324-40-517-C04-297

Fiscal Consideration: The award is in the amount of \$20,969,361.63.

Staff Recommendation: Staff recommends authorizing the City Manager to award a construction contract to IOC Company, LLC for the "I" Road Project.

Alternatives: TxDOT has provided their concurrence to award the project to IOC.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ruben Alfaro
Maria Rangel
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 7/2/2024
Approved - 7/11/2024
Approved - 7/12/2024
Approved - 7/12/2024
Approved - 7/12/2024
Final Approval - 7/12/2024



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
1	6002	PREPARING ROW	STA	240.92	\$2,000.00	\$481,840.00	\$1,500.00	\$361,380.00	\$911.00	\$219,478.12	\$1,000.00	\$240,920.00
2	6009	REMOVING CONC (RIPRAP)	SY	441	\$30.00	\$13,230.00	\$22.00	\$9,702.00	\$15.00	\$6,615.00	\$4.00	\$1,764.00
3	6017	REMOVING CONC (DRIVEWAYS)	SY	429	\$20.00	\$8,580.00	\$12.00	\$5,148.00	\$15.00	\$6,435.00	\$5.00	\$2,145.00
4	6022	REMOVING CONC (CURB & GUTTER)	LF	1,342.00	\$6.00	\$8,052.00	\$12.00	\$16,104.00	\$3.00	\$4,026.00	\$4.00	\$5,368.00
5	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	405	\$15.00	\$6,075.00	\$12.00	\$4,860.00	\$5.00	\$2,025.00	\$6.00	\$2,430.00
6	6001	EXCAVATION (ROADWAY)	CY	40,310.00	\$7.00	\$282,170.00	\$6.00	\$241,860.00	\$1.00	\$40,310.00	\$4.00	\$161,240.00
7	6002	EXCAVATION (CHANNEL)	CY	25,015.00	\$10.00	\$250,150.00	\$8.00	\$200,120.00	\$1.00	\$25,015.00	\$8.00	\$200,120.00
8	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	22,995.00	\$4.00	\$91,980.00	\$8.00	\$183,960.00	\$1.00	\$22,995.00	\$2.00	\$45,990.00
9	6005	FURNISHING & PLACING TOPSOIL+A234	CY	50	\$30.00	\$1,500.00	\$38.00	\$1,900.00	\$13.50	\$675.00	\$30.00	\$1,500.00
10	6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	AC	22.93	\$2,200.00	\$50,446.00	\$2,464.00	\$56,499.52	\$2,200.00	\$50,446.00	\$2,250.00	\$51,592.50
11	6030	CELL FBR MLCH SEED (TEMP)(WARM)	AC	22.93	\$2,000.00	\$45,860.00	\$2,240.00	\$51,363.20	\$1,650.00	\$37,834.50	\$2,040.00	\$46,777.20
12	6001	VEGETATIVE WATERING	MG	3,499.00	\$60.00	\$209,940.00	\$67.20	\$235,132.80	\$25.00	\$87,475.00	\$15.00	\$52,485.00
13	6003	SPRINK DUST CONTROL	MG	1,711.00	\$1.00	\$1,711.00	\$56.00	\$95,816.00	\$1.00	\$1,711.00	\$20.00	\$34,220.00
14	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)	CY	29,232.00	\$32.00	\$935,424.00	\$36.00	\$1,052,352.00	\$30.00	\$876,960.00	\$40.00	\$1,169,280.00
15	6094	REWRKING BS MTL (TY B)(5")(DC)(ORG POS)	CY	10,399.00	\$7.00	\$72,793.00	\$22.00	\$228,778.00	\$13.00	\$135,187.00	\$3.00	\$31,197.00
16	6011	LIME TRT (EXIST MATL) (12")	SY	164,317.00	\$3.25	\$534,030.25	\$3.00	\$492,951.00	\$2.00	\$328,634.00	\$2.00	\$328,634.00
17	6043	LIME (HYD, COM, OR QK) (SLURRY)	TON	4,879.00	\$250.00	\$1,219,750.00	\$349.00	\$1,702,771.00	\$190.00	\$927,010.00	\$320.00	\$1,561,280.00
18	6001	CEMENT	TON	1,337.00	\$205.00	\$274,085.00	\$193.00	\$258,041.00	\$198.50	\$265,394.50	\$180.00	\$240,660.00
19	6003	CEMENT TREAT (NEW BASE)(6")	SY	33,531.00	\$1.50	\$50,296.50	\$4.00	\$134,124.00	\$1.00	\$33,531.00	\$2.00	\$67,062.00
20	6061	CEM TRT (MX EXT MTL/NW BASE)(DC)(10")	SY	125,672.00	\$2.50	\$314,180.00	\$2.50	\$314,180.00	\$2.00	\$251,344.00	\$2.00	\$251,344.00
21	6018	SALV, HAUL, & STKPL RCL ASPH PV (2")	SY	89,335.00	\$1.70	\$151,869.50	\$2.00	\$178,670.00	\$1.00	\$89,335.00	\$1.00	\$89,335.00
22	6009	ASPH MAT'L (MC-30)	GAL	32,282.00	\$4.00	\$129,128.00	\$8.00	\$258,256.00	\$4.00	\$129,128.00	\$6.00	\$193,692.00
23	6486	AGGR (TY-PD GR-4P SAC-B)	CY	1,223.00	\$65.00	\$79,495.00	\$120.00	\$146,760.00	\$100.00	\$122,300.00	\$110.00	\$134,530.00
24	6508	ASPH (SPG 79-13)	GAL	46,983.00	\$6.00	\$281,898.00	\$8.00	\$375,864.00	\$4.00	\$187,932.00	\$5.00	\$234,915.00
25	6005	CEM STABIL BKFL	CY	203.9	\$150.00	\$30,585.00	\$65.00	\$13,253.50	\$50.00	\$10,195.00	\$70.00	\$14,273.00
26	6006	CUT & RESTORE PAV	SY	2,030.00	\$60.00	\$121,800.00	\$48.00	\$97,440.00	\$45.00	\$91,350.00	\$40.00	\$81,200.00
27	6010	STRUCT EXCAV (SPL)	CY	610	\$80.00	\$48,800.00	\$55.00	\$33,550.00	\$85.00	\$51,850.00	\$80.00	\$48,800.00
28	6011	SAND BACKFILL	CY	3,258.00	\$27.00	\$87,966.00	\$55.00	\$179,190.00	\$18.00	\$58,644.00	\$20.00	\$65,160.00
29	6001	TRENCH EXCAVATION PROTECTION	LF	4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$6.00	\$27,438.00
30	6001	PRESTR CONC PIL (16 IN SQ)	LF	410	\$200.00	\$82,000.00	\$350.94	\$143,885.40	\$365.00	\$149,650.00	\$330.00	\$135,300.00
31	6004	PRESTR CONC PIL (24 IN SQ)	LF	1,880.00	\$230.00	\$432,400.00	\$337.72	\$634,913.60	\$475.00	\$893,000.00	\$280.00	\$526,400.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
32	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	1,144.00	\$225.00	\$257,400.00	\$243.00	\$277,992.00	\$199.50	\$228,228.00	\$240.00	\$274,560.00
33	6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	180	\$310.00	\$55,800.00	\$334.80	\$60,264.00	\$254.00	\$45,720.00	\$330.00	\$59,400.00
34	6013	CL C CONC (ABUT)	CY	74.2	\$1,500.00	\$111,300.00	\$1,637.12	\$121,474.30	\$1,000.00	\$74,200.00	\$750.00	\$55,650.00
35	6019	CL C CONC (ABUT)(EXTEND)	CY	12.4	\$2,100.00	\$26,040.00	\$2,548.02	\$31,595.45	\$1,500.00	\$18,600.00	\$3,240.00	\$40,176.00
36	6025	CL C CONC (BENT)	CY	54	\$1,900.00	\$102,600.00	\$1,859.54	\$100,415.16	\$1,200.00	\$64,800.00	\$1,000.00	\$54,000.00
37	6033	CL C CONC (CAP)(EXTEND)	CY	6.8	\$6,000.00	\$40,800.00	\$5,830.25	\$39,645.70	\$3,000.00	\$20,400.00	\$4,310.00	\$29,308.00
38	6066	CL C CONC (RAIL)(FOUNDATION)	CY	544	\$780.00	\$424,320.00	\$500.00	\$272,000.00	\$675.00	\$367,200.00	\$780.00	\$424,320.00
39	6001	REINF CONC SLAB	SF	10,140.00	\$25.00	\$253,500.00	\$34.34	\$348,207.60	\$23.00	\$233,220.00	\$31.00	\$314,340.00
40	6030	CONCRETE PAN GIRDER (EXTEND)	CY	77	\$2,000.00	\$154,000.00	\$3,525.50	\$271,463.50	\$1,500.00	\$115,500.00	\$1,600.00	\$123,200.00
41	6035	PRESTR CONC GIRDER (TX28)	LF	1,426.50	\$230.00	\$328,095.00	\$313.80	\$447,635.70	\$200.00	\$285,300.00	\$390.00	\$556,335.00
42	6002	CONC STR REPAIR (EPOXY MORTAR)	SF	60	\$150.00	\$9,000.00	\$280.80	\$16,848.00	\$50.00	\$3,000.00	\$60.00	\$3,600.00
43	6001	RIPRAP (CONC)(4 IN)	CY	1,475.00	\$405.00	\$597,375.00	\$500.00	\$737,500.00	\$380.00	\$560,500.00	\$500.00	\$737,500.00
44	6002	RIPRAP (CONC)(5 IN)	CY	2,613.00	\$405.00	\$1,058,265.00	\$500.00	\$1,306,500.00	\$385.00	\$1,006,005.00	\$510.00	\$1,332,630.00
45	6045	RIPRAP (MOW STRIP)(4")	CY	209	\$450.00	\$94,050.00	\$500.00	\$104,500.00	\$500.00	\$104,500.00	\$540.00	\$112,860.00
46	6007	STR STEEL (MISC NON - BRIDGE)	LB	663	\$19.00	\$12,597.00	\$16.02	\$10,621.26	\$35.00	\$23,205.00	\$30.00	\$19,890.00
47	6023	RAIL (TY SSTR)	LF	348	\$130.00	\$45,240.00	\$160.05	\$55,697.40	\$165.00	\$57,420.00	\$170.00	\$59,160.00
48	6099	RAIL (TY T2P)	LF	4,956.60	\$190.00	\$941,754.00	\$224.40	\$1,112,261.04	\$225.00	\$1,115,235.00	\$175.00	\$867,405.00
49	6103	RAIL (TY PR11)	LF	1,600.20	\$123.00	\$196,824.60	\$156.89	\$251,055.38	\$95.00	\$152,019.00	\$100.00	\$160,020.00
50	6001	SEALED EXPANSION JOINT (4 IN)(SEJ - A)	LF	102	\$210.00	\$21,420.00	\$194.40	\$19,828.80	\$250.00	\$25,500.00	\$240.00	\$24,480.00
51	6004	ARMOR JOINT (SEALED)	LF	24	\$400.00	\$9,600.00	\$194.40	\$4,665.60	\$175.00	\$4,200.00	\$120.00	\$2,880.00
52	6002	CONC BOX CULV (3' X 3')	LF	50	\$400.00	\$20,000.00	\$393.30	\$19,665.00	\$500.00	\$25,000.00	\$460.00	\$23,000.00
53	6002	RC PIPE (CL III)(15")	LF	242	\$75.00	\$18,150.00	\$57.24	\$13,852.08	\$90.00	\$21,780.00	\$40.00	\$9,680.00
54	6003	RC PIPE (CL III)(18")	LF	1,486.00	\$100.00	\$148,600.00	\$60.63	\$90,096.18	\$85.00	\$126,310.00	\$50.00	\$74,300.00
55	6005	RC PIPE (CL III)(24")	LF	484	\$110.00	\$53,240.00	\$71.36	\$34,538.24	\$95.00	\$45,980.00	\$60.00	\$29,040.00
56	6007	RC PIPE (CL III)(30")	LF	186	\$280.00	\$52,080.00	\$107.16	\$19,931.76	\$150.00	\$27,900.00	\$100.00	\$18,600.00
57	6008	RC PIPE (CL III)(36")	LF	110	\$320.00	\$35,200.00	\$132.18	\$14,539.80	\$175.00	\$19,250.00	\$140.00	\$15,400.00
58	6038	RC PIPE (CL III)(18")(SPL)	LF	1,903.00	\$80.00	\$152,240.00	\$75.66	\$143,980.98	\$85.00	\$161,755.00	\$60.00	\$114,180.00
59	6039	RC PIPE (CL III)(24")(SPL)	LF	1,021.00	\$85.00	\$86,785.00	\$84.62	\$86,397.02	\$100.00	\$102,100.00	\$70.00	\$71,470.00
60	6040	RC PIPE (CL III)(30")(SPL)	LF	428	\$120.00	\$51,360.00	\$107.36	\$45,950.08	\$125.00	\$53,500.00	\$100.00	\$42,800.00
61	6041	RC PIPE (CL III)(36")(SPL)	LF	81	\$200.00	\$16,200.00	\$135.98	\$11,014.38	\$220.00	\$17,820.00	\$160.00	\$12,960.00
62	6042	RC PIPE (CL III)(42")(SPL)	LF	126	\$380.00	\$47,880.00	\$184.94	\$23,302.44	\$215.00	\$27,090.00	\$180.00	\$22,680.00
63	6044	RC PIPE (CL III)(54")(SPL)	LF	214	\$400.00	\$85,600.00	\$250.28	\$53,559.92	\$275.00	\$58,850.00	\$250.00	\$53,500.00
64	6006	JCTBOX (COMPL)(PJB)(4FTX4FT)	EA	2	\$5,500.00	\$11,000.00	\$4,240.00	\$8,480.00	\$4,500.00	\$9,000.00	\$4,320.00	\$8,640.00
65	6011	JCTBOX (COMPL)(PJB)(6FTX6FT)	EA	2	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$6,930.00	\$13,860.00
66	6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	1	\$6,500.00	\$6,500.00	\$4,910.00	\$4,910.00	\$5,000.00	\$5,000.00	\$4,930.00	\$4,930.00
67	6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	1	\$7,000.00	\$7,000.00	\$5,690.00	\$5,690.00	\$6,000.00	\$6,000.00	\$5,910.00	\$5,910.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
68	6030	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	2	\$6,500.00	\$13,000.00	\$5,280.00	\$10,560.00	\$6,000.00	\$12,000.00	\$5,400.00	\$10,800.00
69	6032	INLET (COMPL)(PCU)(3FT)(BOTH)	EA	3	\$7,000.00	\$21,000.00	\$5,845.00	\$17,535.00	\$6,500.00	\$19,500.00	\$6,110.00	\$18,330.00
70	6039	INLET (COMPL)(PCU)(5FT)(RIGHT)	EA	1	\$8,000.00	\$8,000.00	\$6,300.00	\$6,300.00	\$7,500.00	\$7,500.00	\$6,840.00	\$6,840.00
71	6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EA	3	\$7,500.00	\$22,500.00	\$5,700.00	\$17,100.00	\$7,000.00	\$21,000.00	\$6,220.00	\$18,660.00
72	6133	INLET (COMPL)(PSL)(FG)(4FTX5FT)(3FTX5FT)	EA	16	\$7,500.00	\$120,000.00	\$5,355.00	\$85,680.00	\$6,000.00	\$96,000.00	\$5,700.00	\$91,200.00
73	6901	JCT BOX (COMPL)(IRRIG)(10'X5')	EA	2	\$25,000.00	\$50,000.00	\$26,000.00	\$52,000.00	\$35,000.00	\$70,000.00	\$11,000.00	\$22,000.00
74	6336	SET (TY II) (15")(3:1)(C)	EA	7	\$1,000.00	\$7,000.00	\$1,114.29	\$7,800.03	\$1,250.00	\$8,750.00	\$1,100.00	\$7,700.00
75	6340	SET (TY) (15")(6:1)(C)	EA	3	\$1,200.00	\$3,600.00	\$1,533.33	\$4,599.99	\$1,500.00	\$4,500.00	\$1,220.00	\$3,660.00
76	6356	SET (TY II) (18")(RCP)(3:1)(C)	EA	4	\$1,200.00	\$4,800.00	\$1,350.00	\$5,400.00	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
77	6357	SET (TY II) (18")(RCP)(3:1)(P)	EA	2	\$1,200.00	\$2,400.00	\$17,375.00	\$34,750.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
78	6358	SET (TY) (18")(RCP)(4:1)(C)	EA	1	\$1,200.00	\$1,200.00	\$4,600.00	\$4,600.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
79	6362	SET (TY) (18")(RCP)(6:1)(C)	EA	1	\$1,400.00	\$1,400.00	\$1,450.00	\$1,450.00	\$1,100.00	\$1,100.00	\$1,220.00	\$1,220.00
80	6363	SET (TY) (18")(RCP)(6:1)(P)	EA	51	\$1,400.00	\$71,400.00	\$1,450.00	\$73,950.00	\$1,100.00	\$56,100.00	\$1,220.00	\$62,220.00
81	6395	SET (TY) (24")(6:1)(P)	EA	4	\$2,000.00	\$8,000.00	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00
82	6006	ADJUST INLET (CAP)	EA	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
83	6007	ADJUST MANHOLES (CAP)	EA	5	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00	\$2,500.00	\$12,500.00	\$3,020.00	\$15,100.00
84	6002	REMOV STR (INLET)	EA	1	\$500.00	\$500.00	\$800.00	\$800.00	\$350.00	\$350.00	\$1,000.00	\$1,000.00
85	6004	REMOV STR (SET)	EA	3	\$400.00	\$1,200.00	\$200.00	\$600.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00
86	6007	REMOV STR (PIPE)	LF	3,022.00	\$20.00	\$60,440.00	\$6.00	\$18,132.00	\$10.00	\$30,220.00	\$6.00	\$18,132.00
87	6096	REMOV STR (WELL GATE)	EA	1	\$200.00	\$200.00	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$3,330.00	\$3,330.00
88	6901	REMOV STR (IRRIG. WELL)	EA	7	\$700.00	\$4,900.00	\$300.00	\$2,100.00	\$2,500.00	\$17,500.00	\$1,570.00	\$10,990.00
89	6001	MOBILIZATION	LS	1	\$1,980,000.00	\$1,980,000.00	\$901,500.00	\$901,500.00	\$2,000,000.00	\$2,000,000.00	\$1,551,500.00	\$1,551,500.00
90	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	EA	30	\$4,000.00	\$120,000.00	\$3,800.00	\$114,000.00	\$2,500.00	\$75,000.00	\$5,000.00	\$150,000.00
91	6001	ROCK FILTER DAMS (INSTALL)(TY I)	LF	34	\$60.00	\$2,040.00	\$68.90	\$2,342.60	\$142.00	\$4,828.00	\$70.00	\$2,380.00
92	6011	ROCK FILTER DAMS (REMOVE)	LF	34	\$65.00	\$2,210.00	\$31.80	\$1,081.20	\$74.00	\$2,516.00	\$30.00	\$1,020.00
93	6021	CONSTRUCTION EXIT (INSTALL)(TY 2)	SY	1,404.00	\$18.00	\$25,272.00	\$20.00	\$28,080.00	\$15.00	\$21,060.00	\$10.00	\$14,040.00
94	6024	CONSTRUCTION EXIT (REMOVE)	SY	1,404.00	\$12.00	\$16,848.00	\$1.00	\$1,404.00	\$2.50	\$3,510.00	\$8.00	\$11,232.00
95	6031	FRONT END LOADER WORK (ERSN & SEDM CONT)	HR	12	\$80.00	\$960.00	\$1,200.00	\$14,400.00	\$100.00	\$1,200.00	\$180.00	\$2,160.00
96	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,723.00	\$4.50	\$16,753.50	\$4.50	\$16,753.50	\$3.00	\$11,169.00	\$4.00	\$14,892.00
97	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,723.00	\$1.50	\$5,584.50	\$1.32	\$4,914.36	\$1.10	\$4,095.30	\$1.00	\$3,723.00
98	6041	BIODEG EROSN CONT LOGS (12"DIA) INSTALL	LF	3,621.00	\$5.50	\$19,915.50	\$5.56	\$20,132.76	\$6.55	\$23,717.55	\$5.00	\$18,105.00
99	6043	BIODEG EROSN CONT LOGS REMOVE	LF	3,621.00	\$1.50	\$5,431.50	\$1.32	\$4,779.72	\$1.10	\$3,983.10	\$1.00	\$3,621.00



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ITEM		DESCRIPTION	U/M	QTY								
100	6002	PORT CTB (FURN & INST)(SNGL SLP)(TY 2)	LF	630	\$18.00	\$11,340.00	\$80.85	\$50,935.50	\$20.00	\$12,600.00	\$50.00	\$31,500.00
101	6050	PORT CTB (REMOVE)(SNGL SLP)(TY 2)	LF	630	\$8.00	\$5,040.00	\$22.00	\$13,860.00	\$10.00	\$6,300.00	\$20.00	\$12,600.00
102	6028	CONC CURB & GUTTER (TY B)(MOUNT)	LF	4,115.00	\$15.50	\$63,782.50	\$21.00	\$86,415.00	\$17.00	\$69,955.00	\$10.00	\$41,150.00
103	6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	363	\$50.00	\$18,150.00	\$70.00	\$25,410.00	\$50.00	\$18,150.00	\$90.00	\$32,670.00
104	6002	INTERSECTIONS (ACP)	SY	2,847.00	\$75.00	\$213,525.00	\$80.00	\$227,760.00	\$60.00	\$170,820.00	\$70.00	\$199,290.00
105	6004	DRIVEWAYS (CONC)	SY	561	\$50.00	\$28,050.00	\$120.00	\$67,320.00	\$95.00	\$53,295.00	\$100.00	\$56,100.00
106	6005	DRIVEWAYS (ACP)	SY	2,640.00	\$35.00	\$92,400.00	\$80.00	\$211,200.00	\$50.00	\$132,000.00	\$30.00	\$79,200.00
107	6001	CONC SIDEWALKS (4")	SY	1,025.00	\$45.00	\$46,125.00	\$80.00	\$82,000.00	\$55.00	\$56,375.00	\$50.00	\$51,250.00
108	6004	CURB RAMPS (TY 1)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,600.00	\$14,400.00	\$1,870.00	\$16,830.00
109	6010	CURB RAMPS (TY 7)	EA	19	\$2,600.00	\$49,400.00	\$3,200.00	\$60,800.00	\$1,850.00	\$35,150.00	\$1,860.00	\$35,340.00
110	6013	CURB RAMPS (TY 10)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,850.00	\$16,650.00	\$1,900.00	\$17,100.00
111	6001	MTL W-BEAM GD FEN (TIM POST)	LF	565	\$33.00	\$18,645.00	\$34.30	\$19,379.50	\$41.52	\$23,458.80	\$30.00	\$16,950.00
112	6005	TERMINAL ANCHOR SECTION	EA	2	\$2,500.00	\$5,000.00	\$1,461.00	\$2,922.00	\$1,789.00	\$3,578.00	\$2,630.00	\$5,260.00
113	6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	1	\$3,000.00	\$3,000.00	\$2,157.00	\$2,157.00	\$2,297.00	\$2,297.00	\$3,160.00	\$3,160.00
114	6014	SHORT RADIUS	LF	150	\$125.00	\$18,750.00	\$504.13	\$75,619.50	\$824.66	\$123,699.00	\$130.00	\$19,500.00
115	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1	\$1,500.00	\$1,500.00	\$2,928.00	\$2,928.00	\$1,590.00	\$1,590.00	\$1,580.00	\$1,580.00
116	6018	MTL BM GD FEN TRANS (NON-SYM)	EA	1	\$4,500.00	\$4,500.00	\$1,308.00	\$1,308.00	\$890.00	\$890.00	\$4,740.00	\$4,740.00
117	6001	REMOVE METAL BEAM GUARD FENCE	LF	2,653.00	\$3.50	\$9,285.50	\$3.00	\$7,959.00	\$4.50	\$11,938.50	\$4.00	\$10,612.00
118	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	9	\$3,500.00	\$31,500.00	\$3,891.00	\$35,019.00	\$3,470.00	\$31,230.00	\$3,680.00	\$33,120.00
119	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	5	\$750.00	\$3,750.00	\$500.00	\$2,500.00	\$275.00	\$1,375.00	\$790.00	\$3,950.00
120	6001	CRASH CUSH ATTEN (INSTL)	EA	23	\$33,600.00	\$772,800.00	\$32,125.00	\$738,875.00	\$36,327.98	\$835,543.54	\$36,060.00	\$829,380.00
121	6005	CRASH CUSH ATTEN (REMOVE)	EA	2	\$2,500.00	\$5,000.00	\$962.00	\$1,924.00	\$1,575.00	\$3,150.00	\$1,370.00	\$2,740.00
122	6011	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	88	\$300.00	\$26,400.00	\$397.50	\$34,980.00	\$300.00	\$26,400.00	\$390.00	\$34,320.00
123	6012	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	1	\$350.00	\$350.00	\$932.80	\$932.80	\$325.00	\$325.00	\$390.00	\$390.00
124	6152	IN RD IL (TY SA) 30S-4 (250W EQ) LED	EA	13	\$3,800.00	\$49,400.00	\$4,028.00	\$52,364.00	\$4,728.00	\$61,464.00	\$4,020.00	\$52,260.00
125	6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EA	3	\$4,300.00	\$12,900.00	\$4,558.00	\$13,674.00	\$4,844.00	\$14,532.00	\$4,550.00	\$13,650.00
126	6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EA	87	\$5,200.00	\$452,400.00	\$5,512.00	\$479,544.00	\$5,771.50	\$502,120.50	\$5,500.00	\$478,500.00
127	6286	IN RD IL (TY SA) 50T-8 (400W EQ) LED	EA	32	\$5,000.00	\$160,000.00	\$5,300.00	\$169,600.00	\$5,245.50	\$167,856.00	\$5,290.00	\$169,280.00
128	6023	CONDT (PVC) (SCH 40)(2")	LF	24,930.00	\$10.00	\$249,300.00	\$10.60	\$264,258.00	\$9.10	\$226,863.00	\$10.00	\$249,300.00
129	6046	CONDT (PVC) (SCH 80)(2")	LF	1,215.00	\$16.00	\$19,440.00	\$16.93	\$20,569.95	\$9.63	\$11,700.45	\$20.00	\$24,300.00
130	6047	CONDT (PVC) (SCH 80)(2")(BORE)	LF	1,015.00	\$31.00	\$31,465.00	\$32.86	\$33,352.90	\$22.94	\$23,284.10	\$30.00	\$30,450.00
131	6058	CONDT (PVC) (SCH 80)(4")	LF	365	\$36.00	\$13,140.00	\$38.16	\$13,928.40	\$30.70	\$11,205.50	\$40.00	\$14,600.00
132	6059	CONDT (PVC) (SCH 80)(4")(BORE)	LF	975	\$47.00	\$45,825.00	\$49.82	\$48,574.50	\$39.94	\$38,941.50	\$50.00	\$48,750.00



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LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
133	6062	CONDT (RM) (3/4")	LF	250	\$21.00	\$5,250.00	\$22.26	\$5,565.00	\$17.12	\$4,280.00	\$20.00	\$5,000.00
134	6009	ELEC CONDR (NO. 6) BARE	LF	29,570.00	\$1.35	\$39,919.50	\$1.43	\$42,285.10	\$1.56	\$46,129.20	\$1.00	\$29,570.00
135	6010	ELEC CONDR (NO. 6) INSULATED	LF	54,540.00	\$1.45	\$79,083.00	\$1.54	\$83,991.60	\$1.83	\$99,808.20	\$2.00	\$109,080.00
136	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	1,145.00	\$2.40	\$2,748.00	\$2.54	\$2,908.30	\$3.42	\$3,915.90	\$3.00	\$3,435.00
137	6001	GROUND BOX TY A (122311)	LF	1	\$815.00	\$815.00	\$863.90	\$863.90	\$984.00	\$984.00	\$860.00	\$860.00
138	6002	GROUND BOX TY A (122311) W/ APRON	EA	21	\$1,045.00	\$21,945.00	\$1,107.70	\$23,261.70	\$1,039.00	\$21,819.00	\$1,110.00	\$23,310.00
139	6010	GROUND BOX TY D (162922) W/APRON	EA	4	\$1,700.00	\$6,800.00	\$1,802.00	\$7,208.00	\$1,061.00	\$4,244.00	\$1,800.00	\$7,200.00
140	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	455	\$2.40	\$1,092.00	\$2.54	\$1,155.70	\$2.38	\$1,082.90	\$3.00	\$1,365.00
141	6002	REMOVE ELECTRICAL SERVICES	EA	2	\$300.00	\$600.00	\$318.00	\$636.00	\$1,162.00	\$2,324.00	\$7,080.00	\$14,160.00
142	6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EA	5	\$6,700.00	\$33,500.00	\$7,102.00	\$35,510.00	\$10,236.00	\$51,180.00	\$320.00	\$1,600.00
143	6167	ELC SRV TY D 120/240 070(NS)AL(E)TP(O)	EA	1	\$4,400.00	\$4,400.00	\$4,664.00	\$4,664.00	\$5,619.00	\$5,619.00	\$4,650.00	\$4,650.00
144	6301	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	EA	4	\$2,400.00	\$9,600.00	\$2,544.00	\$10,176.00	\$3,318.00	\$13,272.00	\$2,540.00	\$10,160.00
145	6001	ALUMINUM SIGNS (TY A)	SF	96	\$32.00	\$3,072.00	\$30.00	\$2,880.00	\$32.00	\$3,072.00	\$50.00	\$4,800.00
146	6027	IN SM RD SN SUP&AM TY S80 (1) SA (P)	EA	119	\$735.00	\$87,465.00	\$737.23	\$87,730.37	\$735.00	\$87,465.00	\$730.00	\$86,870.00
147	6030	IN SM RD SN SUP&AM TY S80 (1) SA (T)	EA	16	\$850.00	\$13,600.00	\$810.90	\$12,974.40	\$850.00	\$13,600.00	\$780.00	\$12,480.00
148	6076	REMOVE SM RD SN SUP&AM	EA	76	\$100.00	\$7,600.00	\$265.00	\$20,140.00	\$186.87	\$14,202.12	\$100.00	\$7,600.00
149	6070	RELOCATE SM RD SN SUP & AM TY S80	EA	2	\$500.00	\$1,000.00	\$791.82	\$1,583.64	\$500.00	\$1,000.00	\$850.00	\$1,700.00
150	6014	INSTL DEL ASSM (D-SW) SZ (BRF) (CTB)(BI)	EA	20	\$20.00	\$400.00	\$15.90	\$318.00	\$20.00	\$400.00	\$640.00	\$12,800.00
151	6001	WK ZN PAV MRK NON-REMOVE (W) 4" (BRK)	LF	725	\$0.40	\$290.00	\$0.48	\$348.00	\$0.38	\$275.50	\$0.40	\$290.00
152	6004	WK ZN PAV MRK NON-REMOVE (W) 4" (SLD)	LF	25,734.00	\$0.40	\$10,293.60	\$0.48	\$12,352.32	\$0.38	\$9,778.92	\$0.40	\$10,293.60
153	6012	WK ZN PAV MRK NON-REMOVE (W) 8" (SLD)	LF	2,490.00	\$0.75	\$1,867.50	\$0.95	\$2,365.50	\$0.74	\$1,842.60	\$0.75	\$1,867.50
154	6016	WK ZN PAV MRK NON-REMOVE (W) 24" (SLD)	LF	382	\$7.50	\$2,865.00	\$8.27	\$3,159.14	\$7.50	\$2,865.00	\$0.75	\$286.50
155	6017	WK ZN PAV MRK NON-REMOVE (W) (ARROW)	EA	12	\$110.00	\$1,320.00	\$169.60	\$2,035.20	\$110.00	\$1,320.00	\$110.00	\$1,320.00
156	6029	WK ZN PAV MRK NON-REMOVE (W) (WORD)	EA	12	\$200.00	\$2,400.00	\$169.60	\$2,035.20	\$200.00	\$2,400.00	\$200.00	\$2,400.00
157	6032	WK ZN PAV MRK NON-REMOVE (Y) 4" (BRK)	LF	4,553.00	\$0.40	\$1,821.20	\$0.48	\$2,185.44	\$0.38	\$1,730.14	\$0.40	\$1,821.20
158	6034	WK ZN PAV MRK NON-REMOVE (Y) 4" (SLD)	LF	26,552.00	\$0.40	\$10,620.80	\$0.48	\$12,744.96	\$0.38	\$10,089.76	\$0.40	\$10,620.80



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
159	6048	WK ZN PAV MRK REMOVE (REFL) TY I-C	EA	162	\$5.00	\$810.00	\$4.45	\$720.90	\$5.00	\$810.00	\$5.00	\$810.00
160	6050	WK ZN PAV MRK REMOVE (REFL) TY II-A-A	EA	1,067.00	\$5.00	\$5,335.00	\$4.45	\$4,748.15	\$5.00	\$5,335.00	\$5.00	\$5,335.00
161	6063	WK ZN PAV MRK REMOVE (W) 4" (SLD)	LF	14,217.00	\$0.33	\$4,691.61	\$0.69	\$9,809.73	\$0.32	\$4,549.44	\$0.30	\$4,265.10
162	6075	WK ZN PAV MRK REMOVE (W) 24" (SLD)	LF	57	\$7.50	\$427.50	\$9.32	\$531.24	\$7.50	\$427.50	\$0.75	\$42.75
163	6080	WK ZN PAV MRK REMOVE (W) (ARROW)	EA	8	\$110.00	\$880.00	\$233.20	\$1,865.60	\$110.00	\$880.00	\$110.00	\$880.00
164	6090	WK ZN PAV MRK REMOVE (W) (WORD)	EA	8	\$200.00	\$1,600.00	\$233.20	\$1,865.60	\$200.00	\$1,600.00	\$200.00	\$1,600.00
165	6095	WK ZN PAV MRK REMOVE (Y) 4" (SLD)	LF	11,715.00	\$0.35	\$4,100.25	\$0.79	\$9,254.85	\$0.32	\$3,748.80	\$0.30	\$3,514.50
166	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	735	\$1.00	\$735.00	\$3.00	\$2,205.00	\$1.42	\$1,043.70	\$3.00	\$2,205.00
167	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	5,632.00	\$1.00	\$5,632.00	\$3.00	\$16,896.00	\$1.24	\$6,983.68	\$3.00	\$16,896.00
168	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	5,942.00	\$0.85	\$5,050.70	\$1.91	\$11,349.22	\$0.84	\$4,991.28	\$0.85	\$5,050.70
169	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	2,618.00	\$7.50	\$19,635.00	\$10.39	\$27,201.02	\$7.50	\$19,635.00	\$8.00	\$20,944.00
170	6141	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	LF	859	\$1.10	\$944.90	\$5.09	\$4,372.31	\$1.10	\$944.90	\$1.00	\$859.00
171	6306	RE PM W/ RET REQ TY I (W) 6" (BRK) (100MIL)	LF	1,459.00	\$0.67	\$977.53	\$1.27	\$1,852.93	\$0.66	\$962.94	\$0.65	\$948.35
172	6309	RE PM W/ RET REQ TY I (W) 6" (SLD) (100MIL)	LF	41,425.00	\$0.67	\$27,754.75	\$0.69	\$28,583.25	\$0.66	\$27,340.50	\$0.65	\$26,926.25
173	6318	RE PM W/ RET REQ TY I (Y) 6" (BRK) (100MIL)	LF	9,791.00	\$0.67	\$6,559.97	\$0.79	\$7,734.89	\$0.66	\$6,462.06	\$0.65	\$6,364.15
174	6321	RE PM W/ RET REQ TY I (Y) 6" (SLD) (100MIL)	LF	55,528.00	\$0.67	\$37,203.76	\$0.76	\$42,201.28	\$0.66	\$36,648.48	\$0.65	\$36,093.20
175	6077	PREFAB PAV MRK TY C (W)(ARROW)	EA	28	\$150.00	\$4,200.00	\$254.40	\$7,123.20	\$150.00	\$4,200.00	\$150.00	\$4,200.00
176	6085	PREFAB PAV MRK TY C (W)(WORD)	EA	28	\$250.00	\$7,000.00	\$275.60	\$7,716.80	\$250.00	\$7,000.00	\$250.00	\$7,000.00
177	6007	REFL PAV MRKR TY I-C	EA	367	\$5.00	\$1,835.00	\$4.45	\$1,633.15	\$5.00	\$1,835.00	\$5.00	\$1,835.00
178	6009	REFL PAV MRKR TY II-A-A	EA	1,781.00	\$5.00	\$8,905.00	\$3.82	\$6,803.42	\$5.00	\$8,905.00	\$5.00	\$8,905.00
179	6001	ELIM EXT PAV MRK & MRKS (4")	LF	725	\$1.00	\$725.00	\$1.70	\$1,232.50	\$1.00	\$725.00	\$1.00	\$725.00
180	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	4	\$2,800.00	\$11,200.00	\$2,968.00	\$11,872.00	\$11,516.00	\$46,064.00	\$2,960.00	\$11,840.00
181	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$27,500.00	\$27,500.00	\$29,150.00	\$29,150.00	\$34,805.00	\$34,805.00	\$29,080.00	\$29,080.00
182	6004	REMOVING TRAFFIC SIGNALS	EA	2	\$2,300.00	\$4,600.00	\$2,438.00	\$4,876.00	\$4,808.00	\$9,616.00	\$2,430.00	\$4,860.00
183	6001	VEH SIG SEC (12")LED(GRN)	EA	8	\$290.00	\$2,320.00	\$307.40	\$2,459.20	\$245.00	\$1,960.00	\$310.00	\$2,480.00
184	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
185	6003	VEH SIG SEC (12")LED(YEL)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
186	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4	\$290.00	\$1,160.00	\$307.40	\$1,229.60	\$245.00	\$980.00	\$310.00	\$1,240.00
187	6005	VEH SIG SEC (12")LED(RED)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
188	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
189	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	8	\$550.00	\$4,400.00	\$583.00	\$4,664.00	\$621.50	\$4,972.00	\$580.00	\$4,640.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
190	6021	BACK PLATE (12")(1 SEC)	EA	32	\$83.00	\$2,656.00	\$87.98	\$2,815.36	\$139.00	\$4,448.00	\$90.00	\$2,880.00
191	6049	BACK PLATE W/REFL BRDR (4 SEC)	EA	2	\$170.00	\$340.00	\$180.20	\$360.40	\$234.00	\$468.00	\$180.00	\$360.00
192	6060	BACKPLATE W/REFL BRDR (3SEC)	EA	8	\$145.00	\$1,160.00	\$153.70	\$1,229.60	\$173.00	\$1,384.00	\$150.00	\$1,200.00
193	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	2,850.00	\$2.40	\$6,840.00	\$2.54	\$7,239.00	\$2.60	\$7,410.00	\$3.00	\$8,550.00
194	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	1,440.00	\$2.50	\$3,600.00	\$2.65	\$3,816.00	\$3.46	\$4,982.40	\$3.00	\$4,320.00
195	6080	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	4,810.00	\$2.00	\$9,620.00	\$2.12	\$10,197.20	\$1.45	\$6,974.50	\$2.00	\$9,620.00
196	6020	INS TRF SIG PL AM (S) STR (TY D) LUM	EA	8	\$11,400.00	\$91,200.00	\$12,084.00	\$96,672.00	\$10,295.00	\$82,360.00	\$12,050.00	\$96,400.00
197	6041	INS TRF SIG PL AM (S) 1 ARM (40')	EA	2	\$12,600.00	\$25,200.00	\$13,356.00	\$26,712.00	\$11,747.00	\$23,494.00	\$13,320.00	\$26,640.00
198	6043	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	2	\$13,800.00	\$27,600.00	\$14,628.00	\$29,256.00	\$12,774.00	\$25,548.00	\$14,590.00	\$29,180.00
199	6001	PED POLE ASSEMBLY	EA	8	\$2,200.00	\$17,600.00	\$2,332.00	\$18,656.00	\$2,675.00	\$21,400.00	\$2,330.00	\$18,640.00
200	6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$780.00	\$6,240.00	\$826.80	\$6,614.40	\$736.00	\$5,888.00	\$820.00	\$6,560.00
201	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,320.00	\$4,320.00	\$4,579.20	\$4,579.20	\$3,537.00	\$3,537.00	\$4,570.00	\$4,570.00
202	6004	VEH LP DETECT (SAWCUT)	LF	2,100.00	\$15.00	\$31,500.00	\$15.90	\$33,390.00	\$16.56	\$34,776.00	\$20.00	\$42,000.00
203	6001	IRRIG GATE (18")	EA	2	\$8,000.00	\$16,000.00	\$8,273.00	\$16,546.00	\$9,000.00	\$18,000.00	\$8,000.00	\$16,000.00
204	6006	IRRIG GATE (24")	EA	2	\$9,000.00	\$18,000.00	\$8,755.00	\$17,510.00	\$9,500.00	\$19,000.00	\$8,620.00	\$17,240.00
205	6012	IRRIG GATE (12")	EA	1	\$6,000.00	\$6,000.00	\$5,633.00	\$5,633.00	\$7,500.00	\$7,500.00	\$5,950.00	\$5,950.00
206	6901	IRRIG FARM OUTLET	EA	4	\$6,000.00	\$24,000.00	\$3,799.00	\$15,196.00	\$5,500.00	\$22,000.00	\$5,560.00	\$22,240.00
207	6902	IRRIG WELL (42")	EA	3	\$8,000.00	\$24,000.00	\$15,000.00	\$45,000.00	\$12,500.00	\$37,500.00	\$15,370.00	\$46,110.00
208	6001	PRSSR IRRIG PVC PIPE (18")	LF	331	\$180.00	\$59,580.00	\$81.49	\$26,973.19	\$145.00	\$47,995.00	\$100.00	\$33,100.00
209	6002	PRSSR IRRIG PVC PIPE (24")	LF	578	\$185.00	\$106,930.00	\$112.53	\$65,042.34	\$125.00	\$72,250.00	\$110.00	\$63,580.00
210	6006	PRSSR IRRIG PVC PIPE (15")	LF	178	\$130.00	\$23,140.00	\$72.31	\$12,871.18	\$135.00	\$24,030.00	\$80.00	\$14,240.00
211	6901	PRSSR IRRIG PVC PIPE (21")	LF	142	\$190.00	\$26,980.00	\$102.02	\$14,486.84	\$150.00	\$21,300.00	\$110.00	\$15,620.00
212	6036	D-GR HMA TY-D SAC-A PG 64-22	TON	3,198.00	\$105.00	\$335,790.00	\$121.63	\$388,972.74	\$110.00	\$351,780.00	\$120.00	\$383,760.00
213	6049	D-GR HMA TY-D SAC-A PG 76-22	TON	21,973.00	\$112.00	\$2,460,976.00	\$200.12	\$4,397,236.76	\$115.00	\$2,526,895.00	\$130.00	\$2,856,490.00
214	6001	DRIVER FEEDBACK SPEED SIGN ASSM (SOLAR)	EA	1	\$7,500.00	\$7,500.00	\$14,000.00	\$14,000.00	\$5,845.00	\$5,845.00	\$10,930.00	\$10,930.00
215	6001	RC LOW HEAD PRSSR PIPE (CL III)(18")	LF	76	\$60.00	\$4,560.00	\$75.00	\$5,700.00	\$350.00	\$26,600.00	\$90.00	\$6,840.00
216	6003	RC LOW HEAD PRSSR PIPE (CL III)(24")	LF	4	\$150.00	\$600.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
217	6027	RC LOW HEAD PRSSR PIPE (CL III)(12")	LF	4	\$150.00	\$600.00	\$84.25	\$337.00	\$645.00	\$2,580.00	\$540.00	\$2,160.00
218	6028	RC LOW HEAD PIPE (CL III)(60")	LF	212	\$580.00	\$122,960.00	\$296.96	\$62,955.52	\$350.00	\$74,200.00	\$380.00	\$80,560.00
219	6901	RC LOW HEAD PIPE (CL III)(72")	LF	260	\$600.00	\$156,000.00	\$396.55	\$103,103.00	\$450.00	\$117,000.00	\$470.00	\$122,200.00
220	6902	RC LOW HEAD PIPE (CL III)(21")	LF	4	\$200.00	\$800.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
221	6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	158,633.00	\$1.18	\$187,186.94	\$2.38	\$377,546.54	\$1.25	\$198,291.25	\$2.00	\$317,266.00
222	6001	PRECAST CONC WHEEL STOPS (FURN & INSTL)	EA	116	\$100.00	\$11,600.00	\$400.00	\$46,400.00	\$280.00	\$32,480.00	\$60.00	\$6,960.00
223	1	PEDESTRIAN RAIL (INSTL)	LF	5,981.00	\$112.00	\$669,872.00	\$154.80	\$925,858.80	\$150.00	\$897,150.00	\$115.00	\$687,815.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC	GO UNDERGROUND LLC	IOC COMPANY LLC	TEXAS CORDIA CONSTRUCTION LLC
ITEM		DESCRIPTION	U/M	QTY				
GRAND TOTAL					\$22,028,522.36	\$25,709,020.18	\$20,969,361.63	\$22,075,612.30
BID BOND					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISADVANTAGE BUSINESS ENTERPRISE FORM (DBE) FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISCLOSURE OF LOBBYING ACTIVITIES					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
CONTRACTOR'S ASSURANCE					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BIDDER'S CHECK RETURN					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
APPROVAL OF SUB-CONTRACTORS FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATEMENT OF QUALIFICATIONS					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BID SUBMITTAL CHECKLIST (COMPLETED)					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Jonathan Flores

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

April 19, 2024

Eduardo Saenz
Texas Department of Transportation – Pharr District
Project Manager
600 W. Interstate 2
Pharr, TX 78577

RE: CSJ: 0921-02-499, 0921-02-363, 0921-02-491
"I" Road

SUBJECT: Advertisement, Letting, Bid Analysis and Recommendation for Award

Dear Mr. Saenz,

The City of Pharr has let the above referenced project and is now requesting authorization to award the project. A summary of events and results is summarized below and is followed by the City's formal request for award.

The advertisement period began on Wednesday, March 06, 2024, and ended on Wednesday, March 27, 2024 (21 calendar days). A Notice to Bidders was published in the Advance News Journal on March 06, March 13, and March 20, 2024. Additionally, the Notice was published in The Monitor for three consecutive weeks, and an invitation was emailed to all registered contractors with the City of Pharr's ProcureWare® and posted on the same site for the public to view.

A pre-bid meeting (non-mandatory) was held on Thursday, March 14, 2024, and deadline for questions was on Thursday, March 21, 2024. The deadline for addendums was on Monday, March 25, 2024, and bids were opened and read aloud on Wednesday, March 27, 2024.

A total of four (4) bids were received.

The Bid Tabulation is attached hereto along with the bid analysis results. Comparison of bid totals to the engineer's estimate and mean of the bids received are included for reference.

"I" Road Project (CSJ: 0921-02-499, etc.)				
Engineer's Estimate		\$ 22,707,074.57	Bid Total Variance as %	
Mean		\$ 22,695,629.12		
Bidder #	Bidder Name	Bid Total	Eng. Est.	Mean
1	IOC Company, LLC	\$ 20,969,361.63	-7.65%	-7.61%
2	Foremost Paving, Inc	\$ 22,028,522.36	-2.99%	-2.94%
3	Texas Cordia Construction LLC	\$ 22,075,612.30	-2.78%	-2.73%
4	Go Underground LLC	\$ 25,709,020.18	13.22%	13.28%

At the bid opening, IOC Company, LLC, was announced as the apparent low bidder. Afterwards, upon closer examination of their bid, it was confirmed that IOC Company, LLC, provided all required documents. TxDOT's website was checked to confirm their prequalification status, and debarment status was checked on SAM.GOV and the Texas Comptroller's website. All results showed that IOC Company, LLC, is clear.

The Bid Analysis was performed by the City of Pharr in accordance with FHWA policy, and the following exercises were performed as part of the analysis:

- **Unit Price Variance as Percent of Estimate**

Definition: Used to identify bid items that are priced unreasonably higher or lower than the estimated unit price (mathematically unbalanced). Unbalancing may indicate an opportunistic move by the contractor to front load or gain from underestimated quantities (materially unbalanced).

Formula: (Bidder's Unit Cost – Engineer's Estimated Unit Cost) ÷ Engineer's Estimated Unit Cost

**Expressed as percent.*

Criteria: Amounts greater than +50% or less than -75%

- **Significant Bid Item Calculation**

Definition: Used to identify those mathematically unbalanced bid items that are significant to the contract when quantity is considered. The significance is an indicator of the item's impact on the contract and is useful to know in case the item is materially unbalanced. Depending on the item, significant items may indicate front loading.

Formula: (Bidder's Unit Total Cost – Engineer's Estimated Unit Total Cost) ÷ Engineer's Estimated Total Contract Cost

**Expressed as percent.*

Criteria: Amounts greater than 0.25%.

- **Front Loading**

Definition: Determined from Significant Bid Item Calculation and used to identify overpriced work to be completed early in the project so that the contractor can get more money at the beginning of the project.

Formula: Consider items such as Preparing ROW, Mobilization, Barricades Signs and Traffic Handling, and Biodegradable Erosion Control Logs (Install).

Criteria: Engineering judgement.

The analysis found that IOC Company, LLC, has five (5) items that are considered significant to the contract AND significantly unbalanced. Additionally, one (1) item (MOBILIZATION) was identified to be front loaded.

- **ITEM 251 6094 REWRKING BS MTL (TY B) (5") (DC) (ORG POS)**

Sgfmt. Bid Item: 0.37%

Unit Price Var. as % of Eng.'s Est.: 160.00%

Compared to the engineer's estimated unit price, the item has a significant unit price variance.

However, compared to the bidder's mean unit cost, this item is within one standard deviation, or 68% of the mean.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

- **ITEM 409 6004 PRESTR CONC PIL (24 IN SQ)**

Sgfmt. Bid Item: 2.28%

Unit Price Var. as % of Eng.'s Est.: 137.50%

The low bidder submitted the highest unit cost among the four bidders. The item is also outside of one standard deviation and one of the top ten highest total unit costs.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

- **ITEM 500 6001 MOBILIZATION**

Sgfmt. Bid Item: 2.56%

Unit Price Var. as % of Eng.'s Est.: 40.95%

The item has a reasonable Unit Price Variance as Percent of Engineer's Estimate, and the unit cost is within one standard deviation from the bidder's mean unit cost. However, the bidder submitted the highest unit cost among the four bidders.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

- ITEM 540 6014 SHORT RADIUS

Sgfmt. Bid Item: 0.47%

Unit Price Var. as % of Eng.'s Est.: 629.79%

The low bidder submitted the highest unit cost among the four bidders.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

- ITEM 545 6001 CRASH CUSH ATTEN (INSTL)

Sgfmt. Bid Item: 2.06%

Unit Price Var. as % of Eng.'s Est.: 127.05%

All four bidders submitted a unit cost within one standard deviation from the mean unit cost. The engineer's estimated unit cost lines up with TxDOT's Bid Item Averages.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

- ITEM COP 001 PEDESTRIAN RAIL (INSTL)

Sgfmt. Bid Item: 3.56%

Unit Price Var. as % of Eng.'s Est.: 900.00%

All four bidders submitted a unit cost within one standard deviation from the mean unit cost. A comparable item was not found on TxDOT's Bid Item Averages.

<The estimated unit price was reviewed, as well as quantity, and significant errors are not anticipated>

Overall, the remaining items seem to fall within acceptable ranges.

In conclusion, the City of Pharr is requesting authorization from TxDOT to award the "I" Road Project (CSJ 0921-02-499, etc.) to IOC Construction, LLC, in the amount of \$20,969,361.63. The LGP Plan Development Review Checklist, LGP DBE Compliance Monitoring Checklist, and supporting documentation are attached for your review and comment.

Please provide your concurrence or dissent to this recommendation at your earliest convenience. If additional documentation is needed or you have questions and comments, you may contact me at my email ruben.alfaro@pharr-tx.gov or reach out to my office (956) 402-4221.

Sincerely,



Ruben Alfaro, P.E., C.F.M.
City Engineer, City of Pharr
118 S. Cage Blvd., 1st Floor
Pharr, TX 78577

Attachments:

- A. Bid Tabulation
- B. Bid Analysis
- C. 21-Day Advertising Period Documentation
- D. Debarment Verification
- E. Form SMS.4901 DBE Commitment Agreement & Subcontractor's DBE Certification Status
- F. Bid Proposal for IOC Company, LLC
- G. LGP Plan Development Review Checklist for IOC Company, LLC
- H. LGP DBE Compliance Monitoring Checklist Form 2658 for IOC Company, LLC

Cc:

Dr. Jonathan B. Flores, City Manager, City of Pharr
Robert Macheska, P.E., C.F.M., Executive VP/COO, GDJ Engineering
Christopher Rodriguez, P.E., C.F.M., VP/Director of Engineering, GDJ Engineering
Mayra Gomez, Purchasing Director, City of Pharr
Maritza Magallan, Contract Compliance Officer, City of Pharr
Maria Rangel, P.E., Assistant City Engineer, City of Pharr



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
1	6002	PREPARING ROW	STA	240.92	\$2,000.00	\$481,840.00	\$1,500.00	\$361,380.00	\$911.00	\$219,478.12	\$1,000.00	\$240,920.00
2	6009	REMOVING CONC (RIPRAP)	SY	441	\$30.00	\$13,230.00	\$22.00	\$9,702.00	\$15.00	\$6,615.00	\$4.00	\$1,764.00
3	6017	REMOVING CONC (DRIVEWAYS)	SY	429	\$20.00	\$8,580.00	\$12.00	\$5,148.00	\$15.00	\$6,435.00	\$5.00	\$2,145.00
4	6022	REMOVING CONC (CURB & GUTTER)	LF	1,342.00	\$6.00	\$8,052.00	\$12.00	\$16,104.00	\$3.00	\$4,026.00	\$4.00	\$5,368.00
5	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	405	\$15.00	\$6,075.00	\$12.00	\$4,860.00	\$5.00	\$2,025.00	\$6.00	\$2,430.00
6	6001	EXCAVATION (ROADWAY)	CY	40,310.00	\$7.00	\$282,170.00	\$6.00	\$241,860.00	\$1.00	\$40,310.00	\$4.00	\$161,240.00
7	6002	EXCAVATION (CHANNEL)	CY	25,015.00	\$10.00	\$250,150.00	\$8.00	\$200,120.00	\$1.00	\$25,015.00	\$8.00	\$200,120.00
8	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	22,995.00	\$4.00	\$91,980.00	\$8.00	\$183,960.00	\$1.00	\$22,995.00	\$2.00	\$45,990.00
9	6005	FURNISHING & PLACING TOPSOIL+A234	CY	50	\$30.00	\$1,500.00	\$38.00	\$1,900.00	\$13.50	\$675.00	\$30.00	\$1,500.00
10	6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	AC	22.93	\$2,200.00	\$50,446.00	\$2,464.00	\$56,499.52	\$2,200.00	\$50,446.00	\$2,250.00	\$51,592.50
11	6030	CELL FBR MLCH SEED (TEMP)(WARM)	AC	22.93	\$2,000.00	\$45,860.00	\$2,240.00	\$51,363.20	\$1,650.00	\$37,834.50	\$2,040.00	\$46,777.20
12	6001	VEGETATIVE WATERING	MG	3,499.00	\$60.00	\$209,940.00	\$67.20	\$235,132.80	\$25.00	\$87,475.00	\$15.00	\$52,485.00
13	6003	SPRINK DUST CONTROL	MG	1,711.00	\$1.00	\$1,711.00	\$56.00	\$95,816.00	\$1.00	\$1,711.00	\$20.00	\$34,220.00
14	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)	CY	29,232.00	\$32.00	\$935,424.00	\$36.00	\$1,052,352.00	\$30.00	\$876,960.00	\$40.00	\$1,169,280.00
15	6094	REWRKING BS MTL (TY B)(5")(DC)(ORG POS)	CY	10,399.00	\$7.00	\$72,793.00	\$22.00	\$228,778.00	\$13.00	\$135,187.00	\$3.00	\$31,197.00
16	6011	LIME TRT (EXIST MATL) (12")	SY	164,317.00	\$3.25	\$534,030.25	\$3.00	\$492,951.00	\$2.00	\$328,634.00	\$2.00	\$328,634.00
17	6043	LIME (HYD, COM, OR QK) (SLURRY)	TON	4,879.00	\$250.00	\$1,219,750.00	\$349.00	\$1,702,771.00	\$190.00	\$927,010.00	\$320.00	\$1,561,280.00
18	6001	CEMENT	TON	1,337.00	\$205.00	\$274,085.00	\$193.00	\$258,041.00	\$198.50	\$265,394.50	\$180.00	\$240,660.00
19	6003	CEMENT TREAT (NEW BASE)(6")	SY	33,531.00	\$1.50	\$50,296.50	\$4.00	\$134,124.00	\$1.00	\$33,531.00	\$2.00	\$67,062.00
20	6061	CEM TRT (MX EXT MTL/NW BASE)(DC)(10")	SY	125,672.00	\$2.50	\$314,180.00	\$2.50	\$314,180.00	\$2.00	\$251,344.00	\$2.00	\$251,344.00
21	6018	SALV, HAUL, & STKPL RCL ASPH PV (2")	SY	89,335.00	\$1.70	\$151,869.50	\$2.00	\$178,670.00	\$1.00	\$89,335.00	\$1.00	\$89,335.00
22	6009	ASPH MAT'L (MC-30)	GAL	32,282.00	\$4.00	\$129,128.00	\$8.00	\$258,256.00	\$4.00	\$129,128.00	\$6.00	\$193,692.00
23	6486	AGGR (TY-PD GR-4P SAC-B)	CY	1,223.00	\$65.00	\$79,495.00	\$120.00	\$146,760.00	\$100.00	\$122,300.00	\$110.00	\$134,530.00
24	6508	ASPH (SPG 79-13)	GAL	46,983.00	\$6.00	\$281,898.00	\$8.00	\$375,864.00	\$4.00	\$187,932.00	\$5.00	\$234,915.00
25	6005	CEM STABIL BKFL	CY	203.9	\$150.00	\$30,585.00	\$65.00	\$13,253.50	\$50.00	\$10,195.00	\$70.00	\$14,273.00
26	6006	CUT & RESTORE PAV	SY	2,030.00	\$60.00	\$121,800.00	\$48.00	\$97,440.00	\$45.00	\$91,350.00	\$40.00	\$81,200.00
27	6010	STRUCT EXCAV (SPL)	CY	610	\$80.00	\$48,800.00	\$55.00	\$33,550.00	\$85.00	\$51,850.00	\$80.00	\$48,800.00
28	6011	SAND BACKFILL	CY	3,258.00	\$27.00	\$87,966.00	\$55.00	\$179,190.00	\$18.00	\$58,644.00	\$20.00	\$65,160.00
29	6001	TRENCH EXCAVATION PROTECTION	LF	4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$1.00	\$4,573.00	\$6.00	\$27,438.00
30	6001	PRESTR CONC PIL (16 IN SQ)	LF	410	\$200.00	\$82,000.00	\$350.94	\$143,885.40	\$365.00	\$149,650.00	\$330.00	\$135,300.00
31	6004	PRESTR CONC PIL (24 IN SQ)	LF	1,880.00	\$230.00	\$432,400.00	\$337.72	\$634,913.60	\$475.00	\$893,000.00	\$280.00	\$526,400.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
32	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	1,144.00	\$225.00	\$257,400.00	\$243.00	\$277,992.00	\$199.50	\$228,228.00	\$240.00	\$274,560.00
33	6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	180	\$310.00	\$55,800.00	\$334.80	\$60,264.00	\$254.00	\$45,720.00	\$330.00	\$59,400.00
34	6013	CL C CONC (ABUT)	CY	74.2	\$1,500.00	\$111,300.00	\$1,637.12	\$121,474.30	\$1,000.00	\$74,200.00	\$750.00	\$55,650.00
35	6019	CL C CONC (ABUT)(EXTEND)	CY	12.4	\$2,100.00	\$26,040.00	\$2,548.02	\$31,595.45	\$1,500.00	\$18,600.00	\$3,240.00	\$40,176.00
36	6025	CL C CONC (BENT)	CY	54	\$1,900.00	\$102,600.00	\$1,859.54	\$100,415.16	\$1,200.00	\$64,800.00	\$1,000.00	\$54,000.00
37	6033	CL C CONC (CAP)(EXTEND)	CY	6.8	\$6,000.00	\$40,800.00	\$5,830.25	\$39,645.70	\$3,000.00	\$20,400.00	\$4,310.00	\$29,308.00
38	6066	CL C CONC (RAIL)(FOUNDATION)	CY	544	\$780.00	\$424,320.00	\$500.00	\$272,000.00	\$675.00	\$367,200.00	\$780.00	\$424,320.00
39	6001	REINF CONC SLAB	SF	10,140.00	\$25.00	\$253,500.00	\$34.34	\$348,207.60	\$23.00	\$233,220.00	\$31.00	\$314,340.00
40	6030	CONCRETE PAN GIRDER (EXTEND)	CY	77	\$2,000.00	\$154,000.00	\$3,525.50	\$271,463.50	\$1,500.00	\$115,500.00	\$1,600.00	\$123,200.00
41	6035	PRESTR CONC GIRDER (TX28)	LF	1,426.50	\$230.00	\$328,095.00	\$313.80	\$447,635.70	\$200.00	\$285,300.00	\$390.00	\$556,335.00
42	6002	CONC STR REPAIR (EPOXY MORTAR)	SF	60	\$150.00	\$9,000.00	\$280.80	\$16,848.00	\$50.00	\$3,000.00	\$60.00	\$3,600.00
43	6001	RIPRAP (CONC)(4 IN)	CY	1,475.00	\$405.00	\$597,375.00	\$500.00	\$737,500.00	\$380.00	\$560,500.00	\$500.00	\$737,500.00
44	6002	RIPRAP (CONC)(5 IN)	CY	2,613.00	\$405.00	\$1,058,265.00	\$500.00	\$1,306,500.00	\$385.00	\$1,006,005.00	\$510.00	\$1,332,630.00
45	6045	RIPRAP (MOW STRIP)(4")	CY	209	\$450.00	\$94,050.00	\$500.00	\$104,500.00	\$500.00	\$104,500.00	\$540.00	\$112,860.00
46	6007	STR STEEL (MISC NON - BRIDGE)	LB	663	\$19.00	\$12,597.00	\$16.02	\$10,621.26	\$35.00	\$23,205.00	\$30.00	\$19,890.00
47	6023	RAIL (TY SSTR)	LF	348	\$130.00	\$45,240.00	\$160.05	\$55,697.40	\$165.00	\$57,420.00	\$170.00	\$59,160.00
48	6099	RAIL (TY T2P)	LF	4,956.60	\$190.00	\$941,754.00	\$224.40	\$1,112,261.04	\$225.00	\$1,115,235.00	\$175.00	\$867,405.00
49	6103	RAIL (TY PR11)	LF	1,600.20	\$123.00	\$196,824.60	\$156.89	\$251,055.38	\$95.00	\$152,019.00	\$100.00	\$160,020.00
50	6001	SEALED EXPANSION JOINT (4 IN)(SEJ - A)	LF	102	\$210.00	\$21,420.00	\$194.40	\$19,828.80	\$250.00	\$25,500.00	\$240.00	\$24,480.00
51	6004	ARMOR JOINT (SEALED)	LF	24	\$400.00	\$9,600.00	\$194.40	\$4,665.60	\$175.00	\$4,200.00	\$120.00	\$2,880.00
52	6002	CONC BOX CULV (3' X 3')	LF	50	\$400.00	\$20,000.00	\$393.30	\$19,665.00	\$500.00	\$25,000.00	\$460.00	\$23,000.00
53	6002	RC PIPE (CL III)(15")	LF	242	\$75.00	\$18,150.00	\$57.24	\$13,852.08	\$90.00	\$21,780.00	\$40.00	\$9,680.00
54	6003	RC PIPE (CL III)(18")	LF	1,486.00	\$100.00	\$148,600.00	\$60.63	\$90,096.18	\$85.00	\$126,310.00	\$50.00	\$74,300.00
55	6005	RC PIPE (CL III)(24")	LF	484	\$110.00	\$53,240.00	\$71.36	\$34,538.24	\$95.00	\$45,980.00	\$60.00	\$29,040.00
56	6007	RC PIPE (CL III)(30")	LF	186	\$280.00	\$52,080.00	\$107.16	\$19,931.76	\$150.00	\$27,900.00	\$100.00	\$18,600.00
57	6008	RC PIPE (CL III)(36")	LF	110	\$320.00	\$35,200.00	\$132.18	\$14,539.80	\$175.00	\$19,250.00	\$140.00	\$15,400.00
58	6038	RC PIPE (CL III)(18")(SPL)	LF	1,903.00	\$80.00	\$152,240.00	\$75.66	\$143,980.98	\$85.00	\$161,755.00	\$60.00	\$114,180.00
59	6039	RC PIPE (CL III)(24")(SPL)	LF	1,021.00	\$85.00	\$86,785.00	\$84.62	\$86,397.02	\$100.00	\$102,100.00	\$70.00	\$71,470.00
60	6040	RC PIPE (CL III)(30")(SPL)	LF	428	\$120.00	\$51,360.00	\$107.36	\$45,950.08	\$125.00	\$53,500.00	\$100.00	\$42,800.00
61	6041	RC PIPE (CL III)(36")(SPL)	LF	81	\$200.00	\$16,200.00	\$135.98	\$11,014.38	\$220.00	\$17,820.00	\$160.00	\$12,960.00
62	6042	RC PIPE (CL III)(42")(SPL)	LF	126	\$380.00	\$47,880.00	\$184.94	\$23,302.44	\$215.00	\$27,090.00	\$180.00	\$22,680.00
63	6044	RC PIPE (CL III)(54")(SPL)	LF	214	\$400.00	\$85,600.00	\$250.28	\$53,559.92	\$275.00	\$58,850.00	\$250.00	\$53,500.00
64	6006	JCTBOX (COMPL)(PJB)(4FTX4FT)	EA	2	\$5,500.00	\$11,000.00	\$4,240.00	\$8,480.00	\$4,500.00	\$9,000.00	\$4,320.00	\$8,640.00
65	6011	JCTBOX (COMPL)(PJB)(6FTX6FT)	EA	2	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$6,930.00	\$13,860.00
66	6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	1	\$6,500.00	\$6,500.00	\$4,910.00	\$4,910.00	\$5,000.00	\$5,000.00	\$4,930.00	\$4,930.00
67	6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	1	\$7,000.00	\$7,000.00	\$5,690.00	\$5,690.00	\$6,000.00	\$6,000.00	\$5,910.00	\$5,910.00



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LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
68	6030	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	2	\$6,500.00	\$13,000.00	\$5,280.00	\$10,560.00	\$6,000.00	\$12,000.00	\$5,400.00	\$10,800.00
69	6032	INLET (COMPL)(PCU)(3FT)(BOTH)	EA	3	\$7,000.00	\$21,000.00	\$5,845.00	\$17,535.00	\$6,500.00	\$19,500.00	\$6,110.00	\$18,330.00
70	6039	INLET (COMPL)(PCU)(5FT)(RIGHT)	EA	1	\$8,000.00	\$8,000.00	\$6,300.00	\$6,300.00	\$7,500.00	\$7,500.00	\$6,840.00	\$6,840.00
71	6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EA	3	\$7,500.00	\$22,500.00	\$5,700.00	\$17,100.00	\$7,000.00	\$21,000.00	\$6,220.00	\$18,660.00
72	6133	INLET (COMPL)(PSL)(FG)(4FTX5FT)(3FTX5FT)	EA	16	\$7,500.00	\$120,000.00	\$5,355.00	\$85,680.00	\$6,000.00	\$96,000.00	\$5,700.00	\$91,200.00
73	6901	JCT BOX (COMPL)(IRRIG)(10'X5')	EA	2	\$25,000.00	\$50,000.00	\$26,000.00	\$52,000.00	\$35,000.00	\$70,000.00	\$11,000.00	\$22,000.00
74	6336	SET (TY II) (15")(3:1)(C)	EA	7	\$1,000.00	\$7,000.00	\$1,114.29	\$7,800.03	\$1,250.00	\$8,750.00	\$1,100.00	\$7,700.00
75	6340	SET (TY) (15")(6:1)(C)	EA	3	\$1,200.00	\$3,600.00	\$1,533.33	\$4,599.99	\$1,500.00	\$4,500.00	\$1,220.00	\$3,660.00
76	6356	SET (TY II) (18")(RCP)(3:1)(C)	EA	4	\$1,200.00	\$4,800.00	\$1,350.00	\$5,400.00	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
77	6357	SET (TY II) (18")(RCP)(3:1)(P)	EA	2	\$1,200.00	\$2,400.00	\$17,375.00	\$34,750.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
78	6358	SET (TY) (18")(RCP)(4:1)(C)	EA	1	\$1,200.00	\$1,200.00	\$4,600.00	\$4,600.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
79	6362	SET (TY) (18")(RCP)(6:1)(C)	EA	1	\$1,400.00	\$1,400.00	\$1,450.00	\$1,450.00	\$1,100.00	\$1,100.00	\$1,220.00	\$1,220.00
80	6363	SET (TY) (18")(RCP)(6:1)(P)	EA	51	\$1,400.00	\$71,400.00	\$1,450.00	\$73,950.00	\$1,100.00	\$56,100.00	\$1,220.00	\$62,220.00
81	6395	SET (TY) (24")(6:1)(P)	EA	4	\$2,000.00	\$8,000.00	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00
82	6006	ADJUST INLET (CAP)	EA	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
83	6007	ADJUST MANHOLES (CAP)	EA	5	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00	\$2,500.00	\$12,500.00	\$3,020.00	\$15,100.00
84	6002	REMOV STR (INLET)	EA	1	\$500.00	\$500.00	\$800.00	\$800.00	\$350.00	\$350.00	\$1,000.00	\$1,000.00
85	6004	REMOV STR (SET)	EA	3	\$400.00	\$1,200.00	\$200.00	\$600.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00
86	6007	REMOV STR (PIPE)	LF	3,022.00	\$20.00	\$60,440.00	\$6.00	\$18,132.00	\$10.00	\$30,220.00	\$6.00	\$18,132.00
87	6096	REMOV STR (WELL GATE)	EA	1	\$200.00	\$200.00	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$3,330.00	\$3,330.00
88	6901	REMOV STR (IRRIG. WELL)	EA	7	\$700.00	\$4,900.00	\$300.00	\$2,100.00	\$2,500.00	\$17,500.00	\$1,570.00	\$10,990.00
89	6001	MOBILIZATION	LS	1	\$1,980,000.00	\$1,980,000.00	\$901,500.00	\$901,500.00	\$2,000,000.00	\$2,000,000.00	\$1,551,500.00	\$1,551,500.00
90	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	EA	30	\$4,000.00	\$120,000.00	\$3,800.00	\$114,000.00	\$2,500.00	\$75,000.00	\$5,000.00	\$150,000.00
91	6001	ROCK FILTER DAMS (INSTALL)(TY I)	LF	34	\$60.00	\$2,040.00	\$68.90	\$2,342.60	\$142.00	\$4,828.00	\$70.00	\$2,380.00
92	6011	ROCK FILTER DAMS (REMOVE)	LF	34	\$65.00	\$2,210.00	\$31.80	\$1,081.20	\$74.00	\$2,516.00	\$30.00	\$1,020.00
93	6021	CONSTRUCTION EXIT (INSTALL)(TY 2)	SY	1,404.00	\$18.00	\$25,272.00	\$20.00	\$28,080.00	\$15.00	\$21,060.00	\$10.00	\$14,040.00
94	6024	CONSTRUCTION EXIT (REMOVE)	SY	1,404.00	\$12.00	\$16,848.00	\$1.00	\$1,404.00	\$2.50	\$3,510.00	\$8.00	\$11,232.00
95	6031	FRONT END LOADER WORK (ERSN & SEDM CONT)	HR	12	\$80.00	\$960.00	\$1,200.00	\$14,400.00	\$100.00	\$1,200.00	\$180.00	\$2,160.00
96	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,723.00	\$4.50	\$16,753.50	\$4.50	\$16,753.50	\$3.00	\$11,169.00	\$4.00	\$14,892.00
97	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,723.00	\$1.50	\$5,584.50	\$1.32	\$4,914.36	\$1.10	\$4,095.30	\$1.00	\$3,723.00
98	6041	BIODEG EROSN CONT LOGS (12"DIA) INSTALL	LF	3,621.00	\$5.50	\$19,915.50	\$5.56	\$20,132.76	\$6.55	\$23,717.55	\$5.00	\$18,105.00
99	6043	BIODEG EROSN CONT LOGS REMOVE	LF	3,621.00	\$1.50	\$5,431.50	\$1.32	\$4,779.72	\$1.10	\$3,983.10	\$1.00	\$3,621.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
100	6002	PORT CTB (FURN & INST)(SNGL SLP)(TY 2)	LF	630	\$18.00	\$11,340.00	\$80.85	\$50,935.50	\$20.00	\$12,600.00	\$50.00	\$31,500.00
101	6050	PORT CTB (REMOVE)(SNGL SLP)(TY 2)	LF	630	\$8.00	\$5,040.00	\$22.00	\$13,860.00	\$10.00	\$6,300.00	\$20.00	\$12,600.00
102	6028	CONC CURB & GUTTER (TY B)(MOUNT)	LF	4,115.00	\$15.50	\$63,782.50	\$21.00	\$86,415.00	\$17.00	\$69,955.00	\$10.00	\$41,150.00
103	6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	363	\$50.00	\$18,150.00	\$70.00	\$25,410.00	\$50.00	\$18,150.00	\$90.00	\$32,670.00
104	6002	INTERSECTIONS (ACP)	SY	2,847.00	\$75.00	\$213,525.00	\$80.00	\$227,760.00	\$60.00	\$170,820.00	\$70.00	\$199,290.00
105	6004	DRIVEWAYS (CONC)	SY	561	\$50.00	\$28,050.00	\$120.00	\$67,320.00	\$95.00	\$53,295.00	\$100.00	\$56,100.00
106	6005	DRIVEWAYS (ACP)	SY	2,640.00	\$35.00	\$92,400.00	\$80.00	\$211,200.00	\$50.00	\$132,000.00	\$30.00	\$79,200.00
107	6001	CONC SIDEWALKS (4")	SY	1,025.00	\$45.00	\$46,125.00	\$80.00	\$82,000.00	\$55.00	\$56,375.00	\$50.00	\$51,250.00
108	6004	CURB RAMPS (TY 1)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,600.00	\$14,400.00	\$1,870.00	\$16,830.00
109	6010	CURB RAMPS (TY 7)	EA	19	\$2,600.00	\$49,400.00	\$3,200.00	\$60,800.00	\$1,850.00	\$35,150.00	\$1,860.00	\$35,340.00
110	6013	CURB RAMPS (TY 10)	EA	9	\$2,600.00	\$23,400.00	\$3,200.00	\$28,800.00	\$1,850.00	\$16,650.00	\$1,900.00	\$17,100.00
111	6001	MTL W-BEAM GD FEN (TIM POST)	LF	565	\$33.00	\$18,645.00	\$34.30	\$19,379.50	\$41.52	\$23,458.80	\$30.00	\$16,950.00
112	6005	TERMINAL ANCHOR SECTION	EA	2	\$2,500.00	\$5,000.00	\$1,461.00	\$2,922.00	\$1,789.00	\$3,578.00	\$2,630.00	\$5,260.00
113	6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	1	\$3,000.00	\$3,000.00	\$2,157.00	\$2,157.00	\$2,297.00	\$2,297.00	\$3,160.00	\$3,160.00
114	6014	SHORT RADIUS	LF	150	\$125.00	\$18,750.00	\$504.13	\$75,619.50	\$824.66	\$123,699.00	\$130.00	\$19,500.00
115	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1	\$1,500.00	\$1,500.00	\$2,928.00	\$2,928.00	\$1,590.00	\$1,590.00	\$1,580.00	\$1,580.00
116	6018	MTL BM GD FEN TRANS (NON-SYM)	EA	1	\$4,500.00	\$4,500.00	\$1,308.00	\$1,308.00	\$890.00	\$890.00	\$4,740.00	\$4,740.00
117	6001	REMOVE METAL BEAM GUARD FENCE	LF	2,653.00	\$3.50	\$9,285.50	\$3.00	\$7,959.00	\$4.50	\$11,938.50	\$4.00	\$10,612.00
118	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	9	\$3,500.00	\$31,500.00	\$3,891.00	\$35,019.00	\$3,470.00	\$31,230.00	\$3,680.00	\$33,120.00
119	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	5	\$750.00	\$3,750.00	\$500.00	\$2,500.00	\$275.00	\$1,375.00	\$790.00	\$3,950.00
120	6001	CRASH CUSH ATTEN (INSTL)	EA	23	\$33,600.00	\$772,800.00	\$32,125.00	\$738,875.00	\$36,327.98	\$835,543.54	\$36,060.00	\$829,380.00
121	6005	CRASH CUSH ATTEN (REMOVE)	EA	2	\$2,500.00	\$5,000.00	\$962.00	\$1,924.00	\$1,575.00	\$3,150.00	\$1,370.00	\$2,740.00
122	6011	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	88	\$300.00	\$26,400.00	\$397.50	\$34,980.00	\$300.00	\$26,400.00	\$390.00	\$34,320.00
123	6012	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	1	\$350.00	\$350.00	\$932.80	\$932.80	\$325.00	\$325.00	\$390.00	\$390.00
124	6152	IN RD IL (TY SA) 30S-4 (250W EQ) LED	EA	13	\$3,800.00	\$49,400.00	\$4,028.00	\$52,364.00	\$4,728.00	\$61,464.00	\$4,020.00	\$52,260.00
125	6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EA	3	\$4,300.00	\$12,900.00	\$4,558.00	\$13,674.00	\$4,844.00	\$14,532.00	\$4,550.00	\$13,650.00
126	6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EA	87	\$5,200.00	\$452,400.00	\$5,512.00	\$479,544.00	\$5,771.50	\$502,120.50	\$5,500.00	\$478,500.00
127	6286	IN RD IL (TY SA) 50T-8 (400W EQ) LED	EA	32	\$5,000.00	\$160,000.00	\$5,300.00	\$169,600.00	\$5,245.50	\$167,856.00	\$5,290.00	\$169,280.00
128	6023	CONDT (PVC) (SCH 40)(2")	LF	24,930.00	\$10.00	\$249,300.00	\$10.60	\$264,258.00	\$9.10	\$226,863.00	\$10.00	\$249,300.00
129	6046	CONDT (PVC) (SCH 80)(2")	LF	1,215.00	\$16.00	\$19,440.00	\$16.93	\$20,569.95	\$9.63	\$11,700.45	\$20.00	\$24,300.00
130	6047	CONDT (PVC) (SCH 80)(2")(BORE)	LF	1,015.00	\$31.00	\$31,465.00	\$32.86	\$33,352.90	\$22.94	\$23,284.10	\$30.00	\$30,450.00
131	6058	CONDT (PVC) (SCH 80)(4")	LF	365	\$36.00	\$13,140.00	\$38.16	\$13,928.40	\$30.70	\$11,205.50	\$40.00	\$14,600.00
132	6059	CONDT (PVC) (SCH 80)(4")(BORE)	LF	975	\$47.00	\$45,825.00	\$49.82	\$48,574.50	\$39.94	\$38,941.50	\$50.00	\$48,750.00



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BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
133	6062	CONDT (RM) (3/4")	LF	250	\$21.00	\$5,250.00	\$22.26	\$5,565.00	\$17.12	\$4,280.00	\$20.00	\$5,000.00
134	6009	ELEC CONDR (NO. 6) BARE	LF	29,570.00	\$1.35	\$39,919.50	\$1.43	\$42,285.10	\$1.56	\$46,129.20	\$1.00	\$29,570.00
135	6010	ELEC CONDR (NO. 6) INSULATED	LF	54,540.00	\$1.45	\$79,083.00	\$1.54	\$83,991.60	\$1.83	\$99,808.20	\$2.00	\$109,080.00
136	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	1,145.00	\$2.40	\$2,748.00	\$2.54	\$2,908.30	\$3.42	\$3,915.90	\$3.00	\$3,435.00
137	6001	GROUND BOX TY A (122311)	LF	1	\$815.00	\$815.00	\$863.90	\$863.90	\$984.00	\$984.00	\$860.00	\$860.00
138	6002	GROUND BOX TY A (122311) W/ APRON	EA	21	\$1,045.00	\$21,945.00	\$1,107.70	\$23,261.70	\$1,039.00	\$21,819.00	\$1,110.00	\$23,310.00
139	6010	GROUND BOX TY D (162922) W/APRON	EA	4	\$1,700.00	\$6,800.00	\$1,802.00	\$7,208.00	\$1,061.00	\$4,244.00	\$1,800.00	\$7,200.00
140	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	455	\$2.40	\$1,092.00	\$2.54	\$1,155.70	\$2.38	\$1,082.90	\$3.00	\$1,365.00
141	6002	REMOVE ELECTRICAL SERVICES	EA	2	\$300.00	\$600.00	\$318.00	\$636.00	\$1,162.00	\$2,324.00	\$7,080.00	\$14,160.00
142	6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EA	5	\$6,700.00	\$33,500.00	\$7,102.00	\$35,510.00	\$10,236.00	\$51,180.00	\$320.00	\$1,600.00
143	6167	ELC SRV TY D 120/240 070(NS)AL(E)TP(O)	EA	1	\$4,400.00	\$4,400.00	\$4,664.00	\$4,664.00	\$5,619.00	\$5,619.00	\$4,650.00	\$4,650.00
144	6301	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	EA	4	\$2,400.00	\$9,600.00	\$2,544.00	\$10,176.00	\$3,318.00	\$13,272.00	\$2,540.00	\$10,160.00
145	6001	ALUMINUM SIGNS (TY A)	SF	96	\$32.00	\$3,072.00	\$30.00	\$2,880.00	\$32.00	\$3,072.00	\$50.00	\$4,800.00
146	6027	IN SM RD SN SUP&AM TY S80 (1) SA (P)	EA	119	\$735.00	\$87,465.00	\$737.23	\$87,730.37	\$735.00	\$87,465.00	\$730.00	\$86,870.00
147	6030	IN SM RD SN SUP&AM TY S80 (1) SA (T)	EA	16	\$850.00	\$13,600.00	\$810.90	\$12,974.40	\$850.00	\$13,600.00	\$780.00	\$12,480.00
148	6076	REMOVE SM RD SN SUP&AM	EA	76	\$100.00	\$7,600.00	\$265.00	\$20,140.00	\$186.87	\$14,202.12	\$100.00	\$7,600.00
149	6070	RELOCATE SM RD SN SUP & AM TY S80	EA	2	\$500.00	\$1,000.00	\$791.82	\$1,583.64	\$500.00	\$1,000.00	\$850.00	\$1,700.00
150	6014	INSTL DEL ASSM (D-SW) SZ (BRF) (CTB)(BI)	EA	20	\$20.00	\$400.00	\$15.90	\$318.00	\$20.00	\$400.00	\$640.00	\$12,800.00
151	6001	WK ZN PAV MRK NON-REMOVE (W) 4" (BRK)	LF	725	\$0.40	\$290.00	\$0.48	\$348.00	\$0.38	\$275.50	\$0.40	\$290.00
152	6004	WK ZN PAV MRK NON-REMOVE (W) 4" (SLD)	LF	25,734.00	\$0.40	\$10,293.60	\$0.48	\$12,352.32	\$0.38	\$9,778.92	\$0.40	\$10,293.60
153	6012	WK ZN PAV MRK NON-REMOVE (W) 8" (SLD)	LF	2,490.00	\$0.75	\$1,867.50	\$0.95	\$2,365.50	\$0.74	\$1,842.60	\$0.75	\$1,867.50
154	6016	WK ZN PAV MRK NON-REMOVE (W) 24" (SLD)	LF	382	\$7.50	\$2,865.00	\$8.27	\$3,159.14	\$7.50	\$2,865.00	\$0.75	\$286.50
155	6017	WK ZN PAV MRK NON-REMOVE (W) (ARROW)	EA	12	\$110.00	\$1,320.00	\$169.60	\$2,035.20	\$110.00	\$1,320.00	\$110.00	\$1,320.00
156	6029	WK ZN PAV MRK NON-REMOVE (W) (WORD)	EA	12	\$200.00	\$2,400.00	\$169.60	\$2,035.20	\$200.00	\$2,400.00	\$200.00	\$2,400.00
157	6032	WK ZN PAV MRK NON-REMOVE (Y) 4" (BRK)	LF	4,553.00	\$0.40	\$1,821.20	\$0.48	\$2,185.44	\$0.38	\$1,730.14	\$0.40	\$1,821.20
158	6034	WK ZN PAV MRK NON-REMOVE (Y) 4" (SLD)	LF	26,552.00	\$0.40	\$10,620.80	\$0.48	\$12,744.96	\$0.38	\$10,089.76	\$0.40	\$10,620.80



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
159	6048	WK ZN PAV MRK REMOVE (REFL) TY I-C	EA	162	\$5.00	\$810.00	\$4.45	\$720.90	\$5.00	\$810.00	\$5.00	\$810.00
160	6050	WK ZN PAV MRK REMOVE (REFL) TY II-A-A	EA	1,067.00	\$5.00	\$5,335.00	\$4.45	\$4,748.15	\$5.00	\$5,335.00	\$5.00	\$5,335.00
161	6063	WK ZN PAV MRK REMOVE (W) 4" (SLD)	LF	14,217.00	\$0.33	\$4,691.61	\$0.69	\$9,809.73	\$0.32	\$4,549.44	\$0.30	\$4,265.10
162	6075	WK ZN PAV MRK REMOVE (W) 24" (SLD)	LF	57	\$7.50	\$427.50	\$9.32	\$531.24	\$7.50	\$427.50	\$0.75	\$42.75
163	6080	WK ZN PAV MRK REMOVE (W) (ARROW)	EA	8	\$110.00	\$880.00	\$233.20	\$1,865.60	\$110.00	\$880.00	\$110.00	\$880.00
164	6090	WK ZN PAV MRK REMOVE (W) (WORD)	EA	8	\$200.00	\$1,600.00	\$233.20	\$1,865.60	\$200.00	\$1,600.00	\$200.00	\$1,600.00
165	6095	WK ZN PAV MRK REMOVE (Y) 4" (SLD)	LF	11,715.00	\$0.35	\$4,100.25	\$0.79	\$9,254.85	\$0.32	\$3,748.80	\$0.30	\$3,514.50
166	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	735	\$1.00	\$735.00	\$3.00	\$2,205.00	\$1.42	\$1,043.70	\$3.00	\$2,205.00
167	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	5,632.00	\$1.00	\$5,632.00	\$3.00	\$16,896.00	\$1.24	\$6,983.68	\$3.00	\$16,896.00
168	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	5,942.00	\$0.85	\$5,050.70	\$1.91	\$11,349.22	\$0.84	\$4,991.28	\$0.85	\$5,050.70
169	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	2,618.00	\$7.50	\$19,635.00	\$10.39	\$27,201.02	\$7.50	\$19,635.00	\$8.00	\$20,944.00
170	6141	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	LF	859	\$1.10	\$944.90	\$5.09	\$4,372.31	\$1.10	\$944.90	\$1.00	\$859.00
171	6306	RE PM W/ RET REQ TY I (W) 6" (BRK) (100MIL)	LF	1,459.00	\$0.67	\$977.53	\$1.27	\$1,852.93	\$0.66	\$962.94	\$0.65	\$948.35
172	6309	RE PM W/ RET REQ TY I (W) 6" (SLD) (100MIL)	LF	41,425.00	\$0.67	\$27,754.75	\$0.69	\$28,583.25	\$0.66	\$27,340.50	\$0.65	\$26,926.25
173	6318	RE PM W/ RET REQ TY I (Y) 6" (BRK) (100MIL)	LF	9,791.00	\$0.67	\$6,559.97	\$0.79	\$7,734.89	\$0.66	\$6,462.06	\$0.65	\$6,364.15
174	6321	RE PM W/ RET REQ TY I (Y) 6" (SLD) (100MIL)	LF	55,528.00	\$0.67	\$37,203.76	\$0.76	\$42,201.28	\$0.66	\$36,648.48	\$0.65	\$36,093.20
175	6077	PREFAB PAV MRK TY C (W)(ARROW)	EA	28	\$150.00	\$4,200.00	\$254.40	\$7,123.20	\$150.00	\$4,200.00	\$150.00	\$4,200.00
176	6085	PREFAB PAV MRK TY C (W)(WORD)	EA	28	\$250.00	\$7,000.00	\$275.60	\$7,716.80	\$250.00	\$7,000.00	\$250.00	\$7,000.00
177	6007	REFL PAV MRKR TY I-C	EA	367	\$5.00	\$1,835.00	\$4.45	\$1,633.15	\$5.00	\$1,835.00	\$5.00	\$1,835.00
178	6009	REFL PAV MRKR TY II-A-A	EA	1,781.00	\$5.00	\$8,905.00	\$3.82	\$6,803.42	\$5.00	\$8,905.00	\$5.00	\$8,905.00
179	6001	ELIM EXT PAV MRK & MRKS (4")	LF	725	\$1.00	\$725.00	\$1.70	\$1,232.50	\$1.00	\$725.00	\$1.00	\$725.00
180	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	4	\$2,800.00	\$11,200.00	\$2,968.00	\$11,872.00	\$11,516.00	\$46,064.00	\$2,960.00	\$11,840.00
181	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$27,500.00	\$27,500.00	\$29,150.00	\$29,150.00	\$34,805.00	\$34,805.00	\$29,080.00	\$29,080.00
182	6004	REMOVING TRAFFIC SIGNALS	EA	2	\$2,300.00	\$4,600.00	\$2,438.00	\$4,876.00	\$4,808.00	\$9,616.00	\$2,430.00	\$4,860.00
183	6001	VEH SIG SEC (12")LED(GRN)	EA	8	\$290.00	\$2,320.00	\$307.40	\$2,459.20	\$245.00	\$1,960.00	\$310.00	\$2,480.00
184	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
185	6003	VEH SIG SEC (12")LED(YEL)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
186	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4	\$290.00	\$1,160.00	\$307.40	\$1,229.60	\$245.00	\$980.00	\$310.00	\$1,240.00
187	6005	VEH SIG SEC (12")LED(RED)	EA	24	\$290.00	\$6,960.00	\$307.40	\$7,377.60	\$245.00	\$5,880.00	\$310.00	\$7,440.00
188	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2	\$290.00	\$580.00	\$307.40	\$614.80	\$245.00	\$490.00	\$310.00	\$620.00
189	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	8	\$550.00	\$4,400.00	\$583.00	\$4,664.00	\$621.50	\$4,972.00	\$580.00	\$4,640.00



BID OPENING: MARCH 27, 2024 AT 3:00 PM (CST)
LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC		GO UNDERGROUND LLC		IOC COMPANY LLC		TEXAS CORDIA CONSTRUCTION LLC	
ITEM		DESCRIPTION	U/M	QTY								
190	6021	BACK PLATE (12")(1 SEC)	EA	32	\$83.00	\$2,656.00	\$87.98	\$2,815.36	\$139.00	\$4,448.00	\$90.00	\$2,880.00
191	6049	BACK PLATE W/REFL BRDR (4 SEC)	EA	2	\$170.00	\$340.00	\$180.20	\$360.40	\$234.00	\$468.00	\$180.00	\$360.00
192	6060	BACKPLATE W/REFL BRDR (3SEC)	EA	8	\$145.00	\$1,160.00	\$153.70	\$1,229.60	\$173.00	\$1,384.00	\$150.00	\$1,200.00
193	6010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	2,850.00	\$2.40	\$6,840.00	\$2.54	\$7,239.00	\$2.60	\$7,410.00	\$3.00	\$8,550.00
194	6012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	1,440.00	\$2.50	\$3,600.00	\$2.65	\$3,816.00	\$3.46	\$4,982.40	\$3.00	\$4,320.00
195	6080	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	4,810.00	\$2.00	\$9,620.00	\$2.12	\$10,197.20	\$1.45	\$6,974.50	\$2.00	\$9,620.00
196	6020	INS TRF SIG PL AM (S) STR (TY D) LUM	EA	8	\$11,400.00	\$91,200.00	\$12,084.00	\$96,672.00	\$10,295.00	\$82,360.00	\$12,050.00	\$96,400.00
197	6041	INS TRF SIG PL AM (S) 1 ARM (40')	EA	2	\$12,600.00	\$25,200.00	\$13,356.00	\$26,712.00	\$11,747.00	\$23,494.00	\$13,320.00	\$26,640.00
198	6043	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	2	\$13,800.00	\$27,600.00	\$14,628.00	\$29,256.00	\$12,774.00	\$25,548.00	\$14,590.00	\$29,180.00
199	6001	PED POLE ASSEMBLY	EA	8	\$2,200.00	\$17,600.00	\$2,332.00	\$18,656.00	\$2,675.00	\$21,400.00	\$2,330.00	\$18,640.00
200	6001	PED DETECT PUSH BUTTON (APS)	EA	8	\$780.00	\$6,240.00	\$826.80	\$6,614.40	\$736.00	\$5,888.00	\$820.00	\$6,560.00
201	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$4,320.00	\$4,320.00	\$4,579.20	\$4,579.20	\$3,537.00	\$3,537.00	\$4,570.00	\$4,570.00
202	6004	VEH LP DETECT (SAWCUT)	LF	2,100.00	\$15.00	\$31,500.00	\$15.90	\$33,390.00	\$16.56	\$34,776.00	\$20.00	\$42,000.00
203	6001	IRRIG GATE (18")	EA	2	\$8,000.00	\$16,000.00	\$8,273.00	\$16,546.00	\$9,000.00	\$18,000.00	\$8,000.00	\$16,000.00
204	6006	IRRIG GATE (24")	EA	2	\$9,000.00	\$18,000.00	\$8,755.00	\$17,510.00	\$9,500.00	\$19,000.00	\$8,620.00	\$17,240.00
205	6012	IRRIG GATE (12")	EA	1	\$6,000.00	\$6,000.00	\$5,633.00	\$5,633.00	\$7,500.00	\$7,500.00	\$5,950.00	\$5,950.00
206	6901	IRRIG FARM OUTLET	EA	4	\$6,000.00	\$24,000.00	\$3,799.00	\$15,196.00	\$5,500.00	\$22,000.00	\$5,560.00	\$22,240.00
207	6902	IRRIG WELL (42")	EA	3	\$8,000.00	\$24,000.00	\$15,000.00	\$45,000.00	\$12,500.00	\$37,500.00	\$15,370.00	\$46,110.00
208	6001	PRSSR IRRIG PVC PIPE (18")	LF	331	\$180.00	\$59,580.00	\$81.49	\$26,973.19	\$145.00	\$47,995.00	\$100.00	\$33,100.00
209	6002	PRSSR IRRIG PVC PIPE (24")	LF	578	\$185.00	\$106,930.00	\$112.53	\$65,042.34	\$125.00	\$72,250.00	\$110.00	\$63,580.00
210	6006	PRSSR IRRIG PVC PIPE (15")	LF	178	\$130.00	\$23,140.00	\$72.31	\$12,871.18	\$135.00	\$24,030.00	\$80.00	\$14,240.00
211	6901	PRSSR IRRIG PVC PIPE (21")	LF	142	\$190.00	\$26,980.00	\$102.02	\$14,486.84	\$150.00	\$21,300.00	\$110.00	\$15,620.00
212	6036	D-GR HMA TY-D SAC-A PG 64-22	TON	3,198.00	\$105.00	\$335,790.00	\$121.63	\$388,972.74	\$110.00	\$351,780.00	\$120.00	\$383,760.00
213	6049	D-GR HMA TY-D SAC-A PG 76-22	TON	21,973.00	\$112.00	\$2,460,976.00	\$200.12	\$4,397,236.76	\$115.00	\$2,526,895.00	\$130.00	\$2,856,490.00
214	6001	DRIVER FEEDBACK SPEED SIGN ASSM (SOLAR)	EA	1	\$7,500.00	\$7,500.00	\$14,000.00	\$14,000.00	\$5,845.00	\$5,845.00	\$10,930.00	\$10,930.00
215	6001	RC LOW HEAD PRSSR PIPE (CL III)(18")	LF	76	\$60.00	\$4,560.00	\$75.00	\$5,700.00	\$350.00	\$26,600.00	\$90.00	\$6,840.00
216	6003	RC LOW HEAD PRSSR PIPE (CL III)(24")	LF	4	\$150.00	\$600.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
217	6027	RC LOW HEAD PRSSR PIPE (CL III)(12")	LF	4	\$150.00	\$600.00	\$84.25	\$337.00	\$645.00	\$2,580.00	\$540.00	\$2,160.00
218	6028	RC LOW HEAD PIPE (CL III)(60")	LF	212	\$580.00	\$122,960.00	\$296.96	\$62,955.52	\$350.00	\$74,200.00	\$380.00	\$80,560.00
219	6901	RC LOW HEAD PIPE (CL III)(72")	LF	260	\$600.00	\$156,000.00	\$396.55	\$103,103.00	\$450.00	\$117,000.00	\$470.00	\$122,200.00
220	6902	RC LOW HEAD PIPE (CL III)(21")	LF	4	\$200.00	\$800.00	\$126.00	\$504.00	\$1,000.00	\$4,000.00	\$530.00	\$2,120.00
221	6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	158,633.00	\$1.18	\$187,186.94	\$2.38	\$377,546.54	\$1.25	\$198,291.25	\$2.00	\$317,266.00
222	6001	PRECAST CONC WHEEL STOPS (FURN & INSTL)	EA	116	\$100.00	\$11,600.00	\$400.00	\$46,400.00	\$280.00	\$32,480.00	\$60.00	\$6,960.00
223	1	PEDESTRIAN RAIL (INSTL)	LF	5,981.00	\$112.00	\$669,872.00	\$154.80	\$925,858.80	\$150.00	\$897,150.00	\$115.00	\$687,815.00



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LOCATION: CITY HALL - 2nd FLOOR COMMISSIONERS ROOM
PROJECT NO. 2324-40-517-C04-297 I RD PROJECT (CSJ: 0921-02-363, -491 AND -499)

BIDDERS:					FOREMOST PAVING INC	GO UNDERGROUND LLC	IOC COMPANY LLC	TEXAS CORDIA CONSTRUCTION LLC
ITEM		DESCRIPTION	U/M	QTY				
GRAND TOTAL					\$22,028,522.36	\$25,709,020.18	\$20,969,361.63	\$22,075,612.30
BID BOND					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISADVANTAGE BUSINESS ENTERPRISE FORM (DBE) FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
DISCLOSURE OF LOBBYING ACTIVITIES					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
CONTRACTOR'S ASSURANCE					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BIDDER'S CHECK RETURN					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
APPROVAL OF SUB-CONTRACTORS FORM					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
STATEMENT OF QUALIFICATIONS					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
BID SUBMITTAL CHECKLIST (COMPLETED)					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED

BIDDERS:					ENGINEER'S ESTIMATE		IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC		MEAN & STD. DEV.			IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC			
					TOTAL	\$ 22,707,074.57	TOTAL	\$20,969,361.63	TOTAL	\$22,028,522.36	TOTAL	\$22,075,612.30	TOTAL	\$25,709,020.18	\$22,695,629.12												
					UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	MEAN UNIT COST	MEAN EXT PRICE	STANDARD DEVIATION	Sgft. Bid Item Calc.	Unit Price Var. as % of Eng.'s Est.	Sgft. Bid Item Calc.	Unit Price Var. as % of Eng.'s Est.	Sgft. Bid Item Calc.	Unit Price Var. as % of Eng.'s Est.	Sgft. Bid Item Calc.	Unit Price Var. as % of Eng.'s Est.	Sgft. Bid Item Calc.	Unit Price Var. as % of Eng.'s Est.
100	6002	PREPARING ROW	STA	240.92	\$ 2,000.00	\$ 481,840.00	\$911.00	\$219,478.12	\$2,000.00	\$481,840.00	\$1,000.00	\$240,920.00	\$1,500.00	\$361,380.00	\$1,352.75	\$325,904.53	\$ 503.39	-1.16%	-54%	0.00%	0.00%	-1.06%	-50.00%	-0.53%	-25.00%		
104	6009	REMOVING CONC (RIPRAP)	SY	441	\$ 15.00	\$ 6,615.00	\$15.00	\$6,615.00	\$30.00	\$13,230.00	\$4.00	\$1,764.00	\$22.00	\$9,702.00	\$17.75	\$7,827.75	\$ 11.03	0.00%	0%	0.03%	100.00%	-0.02%	-73.33%	0.01%	46.67%		
104	6017	REMOVING CONC (DRIVEWAYS)	SY	429	\$ 22.50	\$ 9,652.50	\$15.00	\$6,435.00	\$20.00	\$8,580.00	\$5.00	\$2,145.00	\$12.00	\$5,148.00	\$13.00	\$5,577.00	\$ 6.27	-0.01%	-33%	0.00%	-11.11%	-0.03%	-77.78%	-0.02%	-46.67%		
104	6022	REMOVING CONC (CURB & GUTTER)	LF	1,342.00	\$ 12.50	\$ 16,775.00	\$3.00	\$4,026.00	\$6.00	\$8,052.00	\$4.00	\$5,368.00	\$12.00	\$16,104.00	\$6.25	\$8,387.50	\$ 4.03	-0.06%	-76%	-0.04%	-52.00%	-0.05%	-68.00%	0.00%	-4.00%		
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	405	\$ 69.00	\$ 27,945.00	\$5.00	\$2,025.00	\$15.00	\$6,075.00	\$6.00	\$2,430.00	\$12.00	\$4,860.00	\$9.50	\$3,847.50	\$ 4.80	-0.11%	-93%	-0.10%	-78.26%	-0.11%	-91.30%	-0.10%	-82.61%		
110	6001	EXCAVATION (ROADWAY)	CY	40,310.00	\$ 7.00	\$ 282,170.00	\$1.00	\$40,310.00	\$7.00	\$282,170.00	\$4.00	\$161,240.00	\$6.00	\$241,860.00	\$4.50	\$181,395.00	\$ 2.65	-1.07%	-86%	0.00%	0.00%	-0.53%	-42.86%	-0.18%	-14.29%		
110	6002	EXCAVATION (CHANNEL)	CY	25,015.00	\$ 12.00	\$ 300,180.00	\$1.00	\$25,015.00	\$10.00	\$250,150.00	\$8.00	\$200,120.00	\$8.00	\$200,120.00	\$6.75	\$168,851.25	\$ 3.95	-1.21%	-92%	-0.22%	-16.67%	-0.44%	-33.33%	-0.44%	-33.33%		
132	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	22,995.00	\$ 6.00	\$ 137,970.00	\$1.00	\$22,995.00	\$4.00	\$91,980.00	\$2.00	\$45,990.00	\$8.00	\$183,960.00	\$3.75	\$86,231.25	\$ 3.10	-0.51%	-83%	-0.20%	-33.33%	-0.41%	-66.67%	0.20%	33.33%		
160	6005	FURNISHING & PLACING TOPSOIL+A234	CY	50	\$ 45.00	\$ 2,250.00	\$13.50	\$675.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$38.00	\$1,900.00	\$27.88	\$1,393.75	\$ 10.30	-0.01%	-70%	0.00%	-33.33%	0.00%	-33.33%	0.00%	-15.56%		
164	6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	AC	22.93	\$ 1,600.00	\$ 36,688.00	\$2,200.00	\$50,446.00	\$2,200.00	\$50,446.00	\$2,250.00	\$51,592.50	\$2,464.00	\$56,499.52	\$2,278.50	\$52,246.01	\$ 125.89	0.06%	38%	0.06%	37.50%	0.07%	40.63%	0.09%	54.00%		
164	6030	CELL FBR MLCH SEED (TEMP)(WARM)	AC	22.93	\$ 1,300.00	\$ 29,809.00	\$1,650.00	\$37,834.50	\$2,000.00	\$45,860.00	\$2,040.00	\$46,777.20	\$2,240.00	\$51,363.20	\$1,982.50	\$45,458.73	\$ 245.27	0.04%	27%	0.07%	53.85%	0.07%	56.92%	0.09%	72.31%		
168	6001	VEGETATIVE WATERING	MG	3,499.00	\$ 44.00	\$ 153,956.00	\$25.00	\$87,475.00	\$60.00	\$209,940.00	\$15.00	\$52,485.00	\$67.20	\$235,132.80	\$41.80	\$146,258.20	\$ 25.67	-0.29%	-43%	0.25%	36.36%	-0.45%	-65.91%	0.36%	52.73%		
204	6003	SPRINK DUST CONTROL	MG	1,711.00	\$ 5.00	\$ 8,555.00	\$1.00	\$1,711.00	\$1.00	\$1,711.00	\$20.00	\$34,220.00	\$56.00	\$95,816.00	\$19.50	\$33,364.50	\$ 25.93	-0.03%	-80%	-0.03%	-80.00%	0.11%	300.00%	0.38%	1020.00%		
247	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)	CY	29,232.00	\$ 32.00	\$ 935,424.00	\$30.00	\$876,960.00	\$32.00	\$935,424.00	\$40.00	\$1,169,280.00	\$36.00	\$1,052,352.00	\$34.50	\$1,008,504.00	\$ 4.43	-0.26%	-6%	0.00%	0.00%	1.03%	25.00%	0.51%	12.50%		
251	6094	REWORKING BS MTL (TY B)(5")(DC)(ORG POS)	CY	10,399.00	\$ 5.00	\$ 51,995.00	\$13.00	\$135,187.00	\$7.00	\$72,793.00	\$3.00	\$31,197.00	\$22.00	\$228,778.00	\$11.25	\$116,988.75	\$ 8.26	0.37%	160%	0.09%	40.00%	-0.09%	-40.00%	0.78%	340.00%		
260	6011	LIME TRT (EXIST MATL) (12")	SY	164,317.00	\$ 2.70	\$ 443,655.90	\$2.00	\$328,634.00	\$3.25	\$534,030.25	\$2.00	\$328,634.00	\$3.00	\$492,951.00	\$2.56	\$421,062.31	\$ 0.66	-0.51%	-26%	0.40%	20.37%	-0.51%	-25.93%	0.22%	11.11%		
260	6043	LIME (HYD. COM. OR OK) (SLURRY)	TON	4,879.00	\$ 250.00	\$ 1,219,750.00	\$190.00	\$927,010.00	\$250.00	\$1,219,750.00	\$320.00	\$1,561,280.00	\$349.00	\$1,702,771.00	\$277.25	\$1,352,702.75	\$ 71.49	-1.29%	-24%	0.00%	0.00%	1.50%	28.00%	2.13%	39.60%		
275	6001	CEMENT	TON	1,337.00	\$ 213.00	\$ 284,781.00	\$198.50	\$265,394.50	\$205.00	\$274,085.00	\$180.00	\$240,660.00	\$193.00	\$258,041.00	\$194.13	\$259,545.13	\$ 10.62	-0.09%	-7%	-0.05%	-3.76%	-0.19%	-15.49%	-0.12%	-9.39%		
275	6003	CEMENT TREAT (NEW BASE)(6")	SY	33,531.00	\$ 2.25	\$ 75,444.75	\$1.00	\$33,531.00	\$1.50	\$50,296.50	\$2.00	\$67,062.00	\$4.00	\$134,124.00	\$2.13	\$71,253.38	\$ 1.31	-0.18%	-56%	-0.11%	-33.33%	-0.04%	-11.11%	0.26%	77.78%		
275	6061	CEM TRT (MX EXT MTL/NW BASE)(DC)(10")	SY	125,672.00	\$ 2.80	\$ 351,881.60	\$2.00	\$251,344.00	\$2.50	\$314,180.00	\$2.00	\$251,344.00	\$2.50	\$314,180.00	\$2.25	\$282,762.00	\$ 0.29	-0.44%	-29%	-0.17%	-10.71%	-0.44%	-28.57%	-0.17%	-10.71%		
305	6018	SALV. HAUL. & STKPL RCL ASPH PV (2")	SY	89,335.00	\$ 2.75	\$ 245,671.25	\$1.00	\$89,335.00	\$1.70	\$151,869.50	\$1.00	\$89,335.00	\$2.00	\$178,670.00	\$1.43	\$127,302.38	\$ 0.51	-0.69%	-64%	-0.41%	-38.18%	-0.69%	-63.64%	-0.30%	-27.27%		
310	6009	ASPH MAT'L (MC-30)	GAL	32,282.00	\$ 6.00	\$ 193,692.00	\$4.00	\$129,128.00	\$4.00	\$129,128.00	\$6.00	\$193,692.00	\$8.00	\$258,256.00	\$5.50	\$177,551.00	\$ 1.91	-0.28%	-33%	-0.28%	-33.33%	0.00%	0.00%	0.28%	33.33%		
316	6486	AGGR (TY-PD GR-4P SAC-B)	CY	1,223.00	\$ 134.80	\$ 164,860.40	\$100.00	\$122,300.00	\$65.00	\$79,495.00	\$110.00	\$134,530.00	\$120.00	\$146,760.00	\$98.75	\$120,771.25	\$ 23.94	-0.19%	-26%	-0.38%	-51.78%	-0.13%	-18.40%	-0.08%	-10.98%		
316	6508	ASPH (SPG 79-13)	GAL	46,983.00	\$ 3.65	\$ 171,487.95	\$4.00	\$187,932.00	\$6.00	\$281,898.00	\$5.00	\$234,915.00	\$8.00	\$375,864.00	\$5.75	\$270,152.25	\$ 1.71	0.07%	10%	0.49%	64.38%	0.28%	36.99%	0.90%	119.18%		
400	6005	CEM STABIL BKFL	CY	203.9	\$ 89.50	\$ 18,249.05	\$50.00	\$10,195.00	\$150.00	\$30,585.00	\$70.00	\$14,273.00	\$65.00	\$13,253.50	\$83.75	\$17,076.63	\$ 44.98	-0.04%	-44%	0.05%	67.60%	-0.02%	-21.79%	-0.02%	-27.37%		
400	6006	CUT & RESTORE PAV	SY	2,030.00	\$ 137.00	\$ 278,110.00	\$45.00	\$91,350.00	\$60.00	\$121,800.00	\$40.00	\$81,200.00	\$48.00	\$97,440.00	\$48.25	\$975											

BID TABULATION & ANALYSIS					PROJECT TITLE: I ROAD (CSJ: 0921-02-363, -491 AND -499)		PROJECT NO. 2324-40-517-C04-297		Bid Total Var. as % of Eng. Est.		-7.65%		-2.99%		-2.78%		13.22%										
					Bid Total Var. as % of Mean		-7.61%		-2.94%		-2.73%		13.28%														
BIDDERS:					ENGINEER'S ESTIMATE		IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC		MEAN & STD. DEV.			IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC			
					TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		\$22,695,629.12										
					\$ 22,707,074.57		\$20,969,361.63		\$22,028,522.36		\$22,075,612.30		\$25,709,020.18														

BID TABULATION & ANALYSIS					PROJECT TITLE: I ROAD (CSJ: 0921-02-363, -491 AND -499)		PROJECT NO. 2324-40-517-C04-297		Bid Total Var. as % of Eng. Est.		-7.65%		-2.99%		-2.78%		13.22%																
					Bid Total Var. as % of Mean		-7.61%		-2.94%		-2.73%		13.28%																				
BIDDERS:					ENGINEER'S ESTIMATE		IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC		MEAN & STD. DEV.			IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC									
					TOTAL		\$ 22,707,074.57		TOTAL		\$20,969,361.63		TOTAL		\$22,028,522.36		TOTAL		\$22,075,612.30		TOTAL		\$25,709,020.18										

BID TABULATION & ANALYSIS					PROJECT TITLE: I ROAD (CSJ: 0921-02-363, -491 AND -499)										PROJECT NO. 2324-40-517-C04-297															
					Bid Total Var. as % of Eng. Est.		-7.65%		-2.99%		-2.78%		13.22%																	
					Bid Total Var. as % of Mean		-7.61%		-2.94%		-2.73%		13.28%																	
BIDDERS:					ENGINEER'S ESTIMATE		IOC COMPANY LLC		FOREMOST PAVING INC		TEXAS CORDIA CONSTRUCTION LLC		GO UNDERGROUND LLC																	
					TOTAL		\$ 22,707,074.57		TOTAL		\$20,969,361.63		TOTAL		\$22,028,522.36		TOTAL		\$22,075,612.30		TOTAL		\$25,709,020.18							
ITEM		DESCRIPTION	U/M	QTY	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE	UNIT COST	EXT PRICE						
4024	6003	RC LOW HEAD PRSSR PIPE (CL III)(24")	LF	4	\$ 150.00	\$ 600.00	\$1,000.00	\$4,000.00	\$150.00	\$600.00	\$530.00	\$2,120.00	\$126.00	\$504.00	\$451.50	\$1,806.00	\$ 409.82	0.01%	567%	0.00%	0.00%	0.01%	253.33%	0.00%	-16.00%					
4024	6027	RC LOW HEAD PRSSR PIPE (CL III)(12")	LF	4	\$ 120.00	\$ 480.00	\$645.00	\$2,580.00	\$150.00	\$600.00	\$540.00	\$2,160.00	\$84.25	\$337.00	\$354.81	\$1,419.25	\$ 279.08	0.01%	438%	0.00%	25.00%	0.01%	350.00%	0.00%	-29.79%					
4024	6028	RC LOW HEAD PIPE (CL III)(60")	LF	212	\$ 400.00	\$ 84,800.00	\$350.00	\$74,200.00	\$580.00	\$122,960.00	\$380.00	\$80,560.00	\$296.96	\$62,955.52	\$401.74	\$85,168.88	\$ 123.70	-0.05%	-13%	0.17%	45.00%	-0.02%	-5.00%	-0.10%	-25.76%					
4024	6901	RC LOW HEAD PIPE (CL III)(72")	LF	260	\$ 500.00	\$ 130,000.00	\$450.00	\$117,000.00	\$600.00	\$156,000.00	\$470.00	\$122,200.00	\$396.55	\$103,103.00	\$479.14	\$124,575.75	\$ 86.33	-0.06%	-10%	0.11%	20.00%	-0.03%	-6.00%	-0.12%	-20.69%					
4024	6902	RC LOW HEAD PIPE (CL III)(21")	LF	4	\$ 75.00	\$ 300.00	\$1,000.00	\$4,000.00	\$200.00	\$800.00	\$530.00	\$2,120.00	\$126.00	\$504.00	\$464.00	\$1,856.00	\$ 398.16	0.02%	1233%	0.00%	166.67%	0.01%	606.67%	0.00%	68.00%					
5001	6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	158,633.00	\$ 2.00	\$ 317,266.00	\$1.25	\$198,291.25	\$1.18	\$187,186.94	\$2.00	\$317,266.00	\$2.38	\$377,546.54	\$1.70	\$270,072.68	\$ 0.58	-0.52%	-38%	-0.57%	-41.00%	0.00%	0.00%	0.27%	19.00%					
5149	6001	PRECAST CONC WHEEL STOPS (FURN & INSTL)	EA	116	\$ 175.00	\$ 20,300.00	\$280.00	\$32,480.00	\$100.00	\$11,600.00	\$60.00	\$6,960.00	\$400.00	\$46,400.00	\$210.00	\$24,360.00	\$ 158.75	0.05%	60%	-0.04%	-42.86%	-0.06%	-65.71%	0.11%	128.57%					
COP	1	PEDESTRIAN RAIL (INSTL)	LF	5,981.00	\$ 15.00	\$ 89,715.00	\$150.00	\$897,150.00	\$112.00	\$669,872.00	\$115.00	\$687,815.00	\$154.80	\$925,858.80	\$132.95	\$795,173.95	\$ 22.58	3.56%	900%	2.55%	646.67%	2.63%	666.67%	3.68%	932.00%					
GRAND TOTAL					\$ 22,707,074.57		\$20,969,361.63		\$22,028,522.36		\$22,075,612.30		\$25,709,020.18		\$22,695,629.12															
BID BOND							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
DISADVANTAGE BUSINESS ENTERPRISE FORM (DBE) FORM							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
DISCLOSURE OF LOBBYING ACTIVITIES							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
CONTRACTOR'S ASSURANCE							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
BIDDER'S CHECK RETURN							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
APPROVAL OF SUB-CONTRACTORS FORM							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
STATEMENT OF QUALIFICATIONS							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	
BID SUBMITTAL CHECKLIST (COMPLETED)							SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED																	

*Indicates an extended cost in the top 10 highest.

*Indicates a unit cost outside of one standard devialton of the mean

*Sgfmt. Bid Item Calc.: An inividual item will be considered significant to the contract if a bidder has an item included in the proposal where the difference between the total cost of the item and the estimate, expressed as a percentage of the estimated total contract cost is greater than 0.25% for contracts over \$2 MIL and larger.

**Unit Price Var. as % of Eng.'s Est.: An item is considered significantly unbalanced if the difference between the low bidder's unit price and the estimated bid price, expressed as a percent of the estimated price, is greater than +50% or less than -75%

LEGAL NOTICE

NOTICE TO BIDDERS

Electronic sealed bids addressed to Dr. Jonathan B. Flores, City Manager, City of Pharr, shall be received via the City's e-bidding portal <https://pharr.procureware.com> until **Wednesday, March 27, 2024, at 3:00 p.m.**, at which time they shall be unlocked and opened in a public meeting to be held in the City Commission Room (2nd floor) of Pharr City Hall, 118 S. Cage Blvd., Pharr, TX 78577. Original, hard copy, emailed, and/or late submissions shall not be accepted.

CITY OF PHARR
I Road Project
CSJ #0921-02-363, -491 and -499

Brief Description: *Reconstruction of I Road (Veterans Boulevard) from Javelina Drive (Rancho Blanco Road) to Military Highway (US 281). Improvements include a shared-use trail, bridges, grading, asphalt, signing, pavement markings, lighting, and pedestrian bridge.*

Eligible bidders must be pre-certified under Confidential Questionnaire (CQ) with the Texas Department of Transportation (TxDOT). More information can be found on the TxDOT website at <https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html>. The Disadvantage Business Enterprise (DBE) goal that eligible bidders are expected to meet is 8%. Additional requirements, including certification for nondiscrimination in employment as per Title VI, are listed in the bid documents.

To view this solicitation and submit a bid, you must first register in the City's bidding portal at <https://pharr.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, you will also be added to the solicitation distribution list for changes and/or additions via Addenda form. An electronic bid tabulation shall be posted on our website depicting all bids received. Potential bidders are expected to inspect the site of work and to inform themselves regarding all local conditions, which may affect their bid.

Potential Bidders are asked to post their questions on our bidding portal under the tab labeled "Clarifications" under the relative project number noted above. The deadline for questions is **Thursday, March 21, 2024, at 5:00 p.m.**, and the deadline for addendums is **Monday, March 25, 2024, at 5:00 p.m.**

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas, or certified Cashier's Check payable without recourse to the City of Pharr, for the amount of not less than five percent (5%) of the total bid shall be submitted via a sealed envelope as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Pharr. The bid bond shall be submitted before the bid opening date and time. Failure to submit the bid security shall be grounds for disqualification.

Original Bid Bond shall be delivered in a sealed envelope
and clearly marked as follows:

BID BOND FOR I ROAD PROJECT
CSJ #0921-02-363, -491 and -499

Physical Address: Purchasing Department Attn: Mayra Gomez, Purchasing Director 118 S. Cage Blvd. (2nd floor) Pharr, TX 78577	Mailing Address: Purchasing Department Attn: Mayra Gomez, Purchasing Director P.O. Box 1729 Pharr, TX 78577
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Payment and Performance Bonds shall be executed except in the event that the total amount bid is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Pharr in lieu of a Performance Bond. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Pharr in lieu of a Payment and Performance Bond. Failure to execute contracts within the time specified shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

A "non-mandatory" Pre-Bid Conference will be held **Thursday, March 14, 2024, at 10:00 a.m. (CST)** in the City Commission Room (2nd Floor) of Pharr City Hall, 118 S. Cage Blvd., Pharr, TX 78577. All prospective bidders are encouraged to be in attendance. Pre-Bid Meeting log shall be posted in the City's bidding portal <https://pharr.procureware.com>.

The City of Pharr reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid of the lowest responsive and responsible bidder and hold the bids for a period of **ninety (90)** days without taking action. Conditional bids will not be accepted.

(Published in the Advance News Journal on March 6, 2024.)

LEGAL NOTICE

CITY OF PHARR
NOTICE TO BIDDERS

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PROJECT NO. 2324-40-517-C04-297
I ROAD PROJECT (CSJ: 0921-02-363, -491 AND -499)

Brief Description: *Reconstruction of I Road (Veterans Boulevard) from Javelina Drive (Rancho Blanco Road) to Military Highway (US 281). Improvements include a shared-use trail, bridges, grading, asphalt, signing, pavement markings, lighting, and pedestrian bridge.*

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To view this solicitation and submit a bid, you must first register in the City's bidding portal at <https://pharr.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, you will also be added to the solicitation distribution list for changes and/or additions via Addenda form. An electronic bid tabulation shall be posted on our website depicting all bids received. Potential bidders are expected to inspect the site of work and to inform themselves regarding all local conditions, which may affect their bid.

Potential Bidders are asked to post their questions on our bidding portal under the tab labeled "Clarifications" under the relative project number noted above. The deadline for questions is **Thursday, March 21, 2024, at 5:00 p.m.**, and the deadline for addendums is **Monday, March 25, 2024, at 5:00 p.m.**

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas, or certified Cashier's Check payable without recourse to the City of Pharr, for the amount of not less than five percent (5%) of the total bid shall be submitted via a sealed envelope as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Pharr. The bid bond shall be submitted before the bid opening date and time. Failure to submit the bid security shall be grounds for disqualification.

Original Bid Bond shall be delivered in a sealed envelope and clearly marked as follows:

BID BOND FOR PROJECT NO. 2324-40-517-C04-2970
I ROAD PROJECT (CSJ: 0921-02-363, -491 and -499)

Physical Address:	Mailing Address:
Purchasing Department	Purchasing Department
Attn: Mayra Gomez, Purchasing Director	Attn: Mayra Gomez, Purchasing Director
118 S. Cage Blvd. (2nd floor)	P.O. Box 1729
Pharr, TX 78577	Pharr, TX 78577

Payment and Performance Bonds shall be executed except in the event that the total amount bid is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Pharr in lieu of a Performance Bond. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Pharr in lieu of a Payment and Performance Bond. Failure to execute contracts within the time specified shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

A "non-mandatory" Pre-Bid Conference will be held **Thursday, March 14, 2024, at 11:00 a.m. (CST)** in the City Commission Room (2nd Floor) of Pharr City Hall, 118 S. Cage Blvd., Pharr, TX 78577. Bid opening shall also be available through **Microsoft Teams: Meeting ID: 235 608 591 934; Passcode: kPKM3P**. All prospective bidders are encouraged to be in attendance. Pre-Bid Meeting log shall be posted in the City's bidding portal <https://pharr.procureware.com>.

The City of Pharr reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid of the lowest responsive and responsible bidder and hold the bids for a period of **ninety (90)** days without taking action. Conditional bids will not be accepted.

Applicable Product Categories: 913-27 Construction, Highway and Road, 913-47 Construction Sidewalk and Driveway, Including Pedestrian and Handicap Ramps, 913-95 Paving and Resurfacing Highway and Road, 914-00 Construction Services, Trades, New Construction, 915-02 Advertising Services, Including Notice of Bid Solicitation, Statutory Notices, Legal.

CITY OF PHARR - PURCHASING DEPARTMENT

(Published in the Advance News Journal on March 13 & March 20, 2024.)

March 13, 2024
March 20, 2024

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 11/18/21

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
23075463	BRI Supply Inc 9332 N. 95 th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years



DBE COMMITMENT FOR I ROAD PROJECT (CSJ 0921-02-363/491/499)

DBE GOAL= 8%

TOTAL BID= \$ 20,969,361.63

TOTAL COMMITMENT AMOUNT= \$1,781,149.97

COMMITMENT %= 8.49%



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4301
(Rev. 03/21)
Page 1 of 2

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Let Mo/Yr: March 2024

1. Will the DBE firm furnish and install all the items listed below? ☒ Yes ☐ No

If no, specify which items are furnish and install: _____

2. Is this a labor only commitment? (DBE will not furnish materials.) ☐ Yes ☒ No

Joint Checks and DBE Goal Credit: At any time during the project, should joint checks be used to assist the listed DBE in paying for the materials, the contractor must first seek approval from the Department utilizing form 2804. The Department reserves the right to deny the Request to Use Joint Checks, reduce the amount requested for goal credit, and limit the duration.

Items of work to be performed:

Bid Item #	Item Description	NAICS Code	Unit of Measure	Unit Price	Estimated Quantity	Total
540 6001	MTL W-BEAM GD FEN(TI	237310	LF	\$41.52	565	\$23,458.80
540 6005	TERMINAL ANCHOR SE	237310	EA	\$1,789.00	2	\$3,578.00
540 6006	MTL BEAM (THRIE-BEAM	237310	EA	\$2,297.00	1	\$2,297.00
540 6014	SHORT RADIUS	237310	LF	\$824.66	150	\$123,699.00
540 6016	DOWNSTREAM ANCHOR	237310	EA	\$1,590.00	1	\$1,590.00
540 6018	MTL BM (NON-SYM)	237310	EA	\$890.00	1	\$890.00
542 6001	REMOVE METAL BEAM	237310	LF	\$4.50	2653	\$11,938.50
544 6001	Guardrail End Treat. (Instl)	237310	EA	\$3,470.00	9	\$31,230.00
544 6003	Guardrail End Treat. (Rem)	237310	EA	\$275.00	5	\$1,375.00
545 6001	CRASH CUSH ATTEN (INS	237310	EA	\$33,225.00	23	\$764,175.00
545 6005	CRASH CUSH ATTEN (RE	237310	EA	\$1,575.00	2	\$3,150.00
					Total:	\$967,381.30

Total Commitment Amount: \$967,381.30

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

A subcontract agreement or purchase order will be executed with the committed DBE listed on this form. By signing this form, all parties agree to comply with the DBE Special Provision and 49 CFR Part 26.

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Address: 9312 E CURVE RD

Title: ESTIMATOR

City: EDINBURG State: TX Zip: 78542

Phone: 956-380-2897

Signature [Signature]

Date 03/28/24

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: DEPENDABLE FENCE

Representative Name: Roger Outland

Address: P.O. BOX 129

Title: Treasurer

City: SOMERTSET State: TX Zip: 78069

Phone: 210-622-3473

Signature [Signature]

Date 3-28-24

E-mail: DependableFW@gmail.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Address: _____

Title: _____

City: _____ State: _____ Zip: _____

Phone: _____

Signature _____

Date _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Dependable Fence



**P.O. Box 129
Somerset, Texas
78069-0129**

ATTN: ALL BIDDING CONTRACTORS
DATE: MARCH 27, 2024
COUNTY: HIDALGO
LOCATION: "I" ROAD JAVELINA DR. TO MILITARY HWY (US 281), PHARR, TX
PROJECT: PHARR I ROAD
CONTROL# 0921-02-499

REVISED

DBE# 220095470

We propose to furnish labor and material.

BID ITEM	Description	UNIT	QTY	PRICE	TOTAL
540 6001	Metal Beam Guard Fence (Tim Post)	LF	565	\$41.52	\$ 23,458.80
540 6005	Terminal Anchor Section	EA	2	\$1,789.00	\$ 3,578.00
540 6006	Metal Beam GD Fen Trans (Thrie-Beam)	EA	1	\$2,297.00	\$ 2,297.00
540 6014	Short Radius	LF	150	\$824.86	\$ 123,699.00
540 6016	Downstream Anchor Terminal Section	EA	1	\$1,590.00	\$ 1,590.00
540 6018	Metal Beam GD Fen Trans (Non-Sym)	EA	1	\$890.00	\$ 890.00
542 6001	Remove Metal Beam Guard Fence	LF	2653	\$4.50	\$ 11,938.50
544 6001	Guardrail End Treatment (Install)	EA	9	\$3,470.00	\$ 31,230.00
544 6003	Guardrail End Treatment (Remove)	EA	5	\$275.00	\$ 1,375.00
545 6001	Crash Cush Atten (Install)(REACT)(L)(N)(TL3)	EA	23	\$33,225.00	\$ 764,175.00
	Non Directional				
545 6005	Crash Cush Atten (Remove)	EA	2	\$1,575.00	\$ 3,150.00
				Total	\$967,381.30

NOTE: DOES NOT INCLUDE WATER TRUCK FOR SACRIFICIAL CRASH CUSHIONS.

NOTE: FENCING - ELECTRICAL, GROUNDING, SURVEYING AND LINE CLEARING IS NOT INCLUDED.

NOTE: ANY OVERRUN IN QUANTITIES THAT INVOLVE METAL OR STEEL WILL REQUIRE A RE-BID.
QUOTED PRICE IS ONLY GOOD FOR QUOTED QUANTITIES. THIS IS DUE TO INCREASING STEEL COSTS AND SUPPLIERS
WILL ONLY HOLD PRICED ON QUOTED QUANTITIES.

NOTE: Due to Steel Price Volatility, Dependable Fence & Welding MAY NOT be able to Hold Price After 30 Days from Quo
Unless SIGNED Quote or Contract is Received Within 30 Days.

NOTE

TRAFFIC CONTROL NOT INCLUDED IN PRICE

ATTENUATOR TRUCK, POLICE OFFICER, & PILOT CAR NOT INCLUDED IN PRICE

ITEMS DO NOT INCLUDE LOW FILL CULVERT POST, COLD MIX OR 2 SACK MIX AT RIP RAP OR MOW STRIP

CONCRETE PADS, CURBS, PAVING LANE FEES OR SITE GRADING;

MBGF THRIE BEAM DOES NOT INCLUDE CONCRETE WORK

REMOVAL AND DISPOSAL OF "EXISTING ABANDONED UTILITIES" IS NOT INCLUDED IN PRICE;

ADDENDUMS NOT INCLUDED IN PRICE UNLESS OTHERWISE NOTED

Payment to be made as follows:

1 Net on completion or partial due within 30 days.

2 No Retainage

Respectfully Submitted,

Cheryl Outland
President, DFW

ACCEPTED BY:

SIGNATURE

PRINT NAME / DATE

**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

Top Notch Fence, Inc DBA Dependable Fence

has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified as a

***DBE**

Certified NAICS Codes:

NAICS 237310: GUARDRAIL CONSTRUCTION

Certification Number: 223115470

Effective Date: November 3, 2023

Sandra Ramos

Sandra Ramos,
Executive Director



Note: This certificate is the property of the SCTRCA's and may be revoked should the above named firm graduate from or fails to comply with Department of Transportation's Disadvantaged Business Enterprise Program. Pursuant to 49 CFR Part 26.83 (j) an Annual Update Affidavit must be provided to affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part.



South Central Texas Regional Certification Agency
Your unified certification source
www.sctrca.org



Cheryl Outland
Top Notch Fence, Inc DBA Dependable Fence
W Loop 1604 S
Von Ormy, TX 78073

Dear Cheryl Outland:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved with the South Central Texas Regional Certification Agency (SCTRCA) and with the State of Texas Unified Certification Program (TUCP). In accordance with U.S. Department of Transportation (USDOT) DBE certification eligibility requirements promulgated at 49 CFR. Part 26 and/or Part 23 and is currently certified as a:

***DBE**

Certification Number: **223115470**
Certification Anniversary: **November 3, 2024**

Providing the following products or services:
NAICS 237310: GUARDRAIL CONSTRUCTION

This certification shall remain valid, unless and until it has been removed in accordance with procedures set forth in 49 CFR §26.87. In order to remain certified, it is your obligation to submit an Annual Update and Affidavit ("No Change Affidavit") annually on or before the anniversary of your DBE certification. A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantage status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification, including the support documentation. Please note that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to provide these changes could result in your firm being removed from the certified vendor database. The SCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at anytime that they determine such re-evaluation is warranted.

Thank you for your participation in the SCTRCA DBE Certification Program.

Sincerely,

A handwritten signature in black ink that reads "Sandra Ramos".

Sandra Ramos
Executive Director

November 3, 2023

Cheryl Outland
Top Notch Fence, Inc DBA Dependable Fence
W Loop 1604 S
Von Ormy, TX 78073

Dear Cheryl Outland:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved with the South Central Texas Regional Certification Agency (SCTRCA) and with the State of Texas Unified Certification Program (TUCP). In accordance with U.S. Department of Transportation (USDOT) DBE certification eligibility requirements promulgated at 49 CFR. Part 26 and/or Part 23 and is currently certified as a:

*DBE

Certification Number: 223115470
Certification Anniversary: November 3, 2024

Providing the following products or services:

NAICS 237310: GUARDRAIL CONSTRUCTION

This certification shall remain valid, unless and until it has been removed in accordance with procedures set forth in 49 CFR §26.87. In order to remain certified, it is your obligation to submit an Annual Update and Affidavit ("No Change Affidavit") annually on or before the anniversary of your DBE certification.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantage status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification, including the support documentation. Please note that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to provide these changes could result in your firm being removed from the certified vendor database. The SCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at anytime that they determine such re-evaluation is warranted.

Thank you for your participation in the SCTRCA DBE Certification Program.

Sincerely,

Sandra Ramos
Executive Director



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 03/21)
Page 1 of 2

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Let Mo/Yr: March 2024

1. Will the DBE firm furnish and install all the items listed below? ☒ Yes ☐ No

If no, specify which items are furnish and install: _____

2. Is this a labor only commitment? (DBE will not furnish materials.) ☐ Yes ☒ No

Joint Checks and DBE Goal Credit: At any time during the project, should joint checks be used to assist the listed DBE in paying for the materials, the contractor must first seek approval from the Department utilizing form 2804. The Department reserves the right to deny the Request to Use Joint Checks, reduce the amount requested for goal credit, and limit the duration.

Items of work to be performed:

Bid Item #	Item Description	NAICS Code	Unit of Measure	Unit Price	Estimated Quantity	Total		
560 6011	MAILBOX INSTALL-S (TW)	237310	EA	\$300.00	88	\$26,400.00	+	-
560 6012	MAILBOX INSTALL-D (TW)	237310	EA	\$325.00	1	\$325.00	+	-
636 6001	ALUMINUM SIGNS (TY A)	237310	SF	\$32.00	96	\$3,072.00	+	-
644 6027	TY S80 (1) SA (P)	237310	EA	\$735.00	119	\$87,465.00	+	-
644 6030	TY S80 (1) SA (T)	237310	EA	\$850.00	16	\$13,600.00	+	-
644 6070	RELOCATE TY S80	237310	EA	\$500.00	2	\$1,000.00	+	-
658 6014	(D-SW)SZ(BRF)(CTB)(BI)	237310	EA	\$20.00	20	\$400.00	+	-
							+	-
							+	-
Total:						\$132,262.00		

Total Commitment Amount: \$132,262.00

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

A subcontract agreement or purchase order will be executed with the committed DBE listed on this form. **By signing this form, all parties agree to comply with the DBE Special Provision and 49 CFR Part 26.**

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Title: ESTIMATOR

Signature

Date

Address: 9312 E CURVE RD

City: EDINBURG State: TX Zip: 78542

Phone: 956-380-2897

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: HIGHWAY BARRICADES AND SERVICES, L.L.C

Representative Name: STEVE FEENEY

Title: MANAGER

Signature

Date

Address: P.O. BOX 9104

City: CORPUS CHRISTI State: TX Zip: 78469

Phone: 361-883-6300

E-mail: richardp@hbstexas.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Title: _____

Signature

Date

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Contact/Help

**P.O. Box 9104
Corpus Christi, Texas, 78469
Office # 361-883-6300
Fax # 361-883-6301**

H.U.B. / D.B.E. Certified

PROPOSAL

Bid Date: 3/27/2024
County: Hidalgo
Highway # "I" Road Project
Control #
Project # 0921-02-499

QUOTE #

PS-10298

Contractor:
Address:
City/State:
Phone #
Email:
Attn:

<i>Item #</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Extension</i>
	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	88	300.00	26,400.00
	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	1	325.00	325.00
	ALUMINUM SIGNS (TY A)	SF	96	32.00	3,072.00
	IN SM RD SN SUP&AM TY S80 (1) SA (P)	EA	119	735.00	87,465.00
	IN SM RD SN SUP&AM TY S80 (1) SA (T)	EA	16	850.00	13,600.00
	RELOCATE SM RD SN SUP & AM TY S80	EA	2	500.00	1,000.00
	INSTL DEL ASSM (D-SW) SZ (BRF) (CTB)(BI)	EA	20	20.00	400.00
					-
					-
					-
					-
					-
	NOTE				-
					-
	SIGN FABRICATION TAKES 6-8 WEEKS				-
					-
	STATIONING IS REQUIRED FOR SIGN LAYOUT				-
					-
	SHOULD THE CONTRACTOR ELECT TO INSTALL SIGNAGE PRIOR TO FINAL PLACEMENT OF ASPHALT, FINAL STRIPING, & FINAL DITCH GRADES HBS ASSUMES NO RESPONSIBILITY TO CORRECT ANY MISPLACEMENT OF FINAL SIGNAGE				-
					-
	IT IS THE INTENT OF THIS QUOTE THAT ALL SIGNAGE & DELINEATION WORK SHALL BE PERFORMED DURING 1 MOVE IN NEAR PROJECT COMPLETION.				-
	SHOULD THE CONTRACTOR CHOOSE TO INSTALL THE SIGNAGE IN PHASES, THERE WILL BE ADDITIONAL MOVE IN CHARGES AS FOLLOWS				-
	*ADDITIONAL SIGNAGE MOVE IN \$850.00				-
	*ADDITIONAL DELINEATION MOVE IN \$450.00				-
					-
	THIS QUOTE DOES NOT INCLUDE RELOCATION OF EXISTING SIGNAGE TO TEMPORARY MOUNTS DURING CONSTRUCTION.				-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
				Total	132,262.00

NOTE: HIGHWAY BARRICADES & SERVICES WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO ANY SIGNS, POST, AND OR FOUNDATIONS ONCE INSTALLATION IS COMPLETE.

Highway Barricades & Services will furnish all materials, labor, and equipment necessary to install the above line items according to the Plans, Standards in the Plans, the Specifications, Special Provisions, The Texas M.U.C.D. for the above project and shall meet the requirements of the Texas Department of Transportation. Any alteration, deviation, or change from the plans and specifications will require a written change order from the Engineer or Contractor. Above line items subject to all applicable taxes. All invoices payable to Highway Barricades & Services, Corpus Christi, Tx.

Contractor:

Date Of Acceptance:



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

602 N. Staples Corpus Christi, Texas 78401 | p 361-289-2712 | f 361-903-3578 | www.ccrla.org

November 1, 2018

Highway Barricades and Services, LLC

Ms. Mitra M. Khan
7775 Leopard Street
Corpus Christi, TX 78409-2020



Subject: Disadvantaged Business Enterprise (DBE) Certification – Additional Work Code

Dear Ms. Khan:

This refers to your firm's Disadvantaged Business Enterprise (DBE) Program certification with Texas Unified Certification Program (TUCP) and Corpus Christi Regional Transportation Authority. We have received the DBE Expansion of Certification Capability request on October 30, 2018. Based on the information and documentation requirements received, and determination of eligibility in accordance with US Department of Transportation's (USDOT) DBE standards set forth in 49 CFR Part 26, your certification now includes the following additional work function(s):

NAICS Code 423390 – Other Construction Material Merchant Wholesalers

This work category will be updated in the Texas Department of Transportation (TxDOT) TUCP DBE and CCRTA DBE Directories.

Your DBE certification is valid at any Texas entity that receives DOT funds and has a DBE Program. This certification allows your firm to bid on federally assisted (public transit, highway, and aviation) contracts as a DBE certified vendor.

Your certification as a DBE firm is still valid through your certification anniversary which falls every October 10th. Federal regulations 49 CFR, Part 26 requires DBEs to provide annually, on the anniversary date of their certification, a no- change affidavit form and requested documents.

Please notify our office should any material changes occur in the ownership, management control, or contact information (i.e. address or phone numbers) of your company. Changes in ownership, management control, or contact information must be submitted in writing within 30 days of the change. If you fail to comply with these requirements, you will be deemed to have failed to cooperate under 49 CFR, Part 26 Section 26.109 (c) which will initiate the decertification process of your firm as a DBE.

Sincerely,

Christina A. Perez
DBE/EEO Compliance Officer

Enclosure: DBE Certificate (updated)



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Texas Unified Certification Program Disadvantaged Business Enterprise (DBE) Certificate



The Corpus Christi Regional Transportation Authority hereby certifies that

Highway Barricades and Services, L.L.C. Certificate No. 101018

Has Met the Requirements of the
Department of Transportation's Disadvantaged Business Enterprise Program as set forth in
49 Code of Federal Regulations Part 26 to be certified as a

Disadvantaged Business Enterprise (DBE) in the industry area(s) of:

NAICS Code 237310 – Highway line painting
NAICS Code 237310 – Painting lines on highways, streets
and bridges
NAICS Code 237310 – Painting traffic lanes or parking lots
NAICS Code 237310 – Parking lot marking and line painting
NAICS Code 237310 – Sign erection, highway, roads, street
or bridge
NAICS Code 237310 – Traffic lane painting
NAICS Code 238110 – Concrete finishing
NAICS Code 238110 – Concrete pouring
NAICS Code 238110 – Footing and foundation concrete
contractors

NAICS Code 238990 – Crane rental with operator
NAICS Code 339950 – Signs and signboards (except
paper, paperboard)
manufacturing
NAICS Code 532412 – Construction machinery and equipment
rental or leasing without operator
NAICS Code 561990 – Flagging (i.e., Traffic Control)
Services
NAICS Code 423390 – Other Construction Material
Merchant Wholesalers (attenuator
supplier)

Christina A. Perez, DBE/EEO Compliance Officer

Certification is contingent upon the CCRTA receiving an affidavit of continued eligibility each year. This certification must be updated annually every anniversary date by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the Corpus Christi Regional Transportation Authority.

Vendor Information

CLOSE WINDOW 
[Print](#)

Business & Contact Information

Business Name Highway Barricades and Services, LLC
Owner Mitra Khan
Address 7775 Leopard Street
 > [Map This Address](#) CORPUS CHRISTI, TX 78409
Phone 361-883-6300
Fax 361-883-6301
Email mkhan@hbstexas.com
Website www.hbstexas.com
County Nueces (TX)

Certification Information

Certifying Agency Corpus Christi Regional Transportation Authority
Certification Type DBE - Disadvantaged Business Enterprise
Certified Business Description Barricades, Pavement markings, Painting lines on highways, streets, and bridges, Traffic Control Services, Highway and Street Signage; Signs and signboard manufacturing and Sign erection on highway, road, street and bridge; Construction machinery and equipment rental or leasing without operator; Concrete pouring and finishing; Other Construction Material Merchant Wholesalers (supplier of attenuators).

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Painting traffic lanes or parking lots
NAICS 237310	Parking lot marking and line painting
NAICS 237310	Sign erection, highway, road, street, or bridge
NAICS 237310	Traffic lane painting
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Footing and foundation concrete contractors
NAICS 238990	Crane rental with operator
NAICS 339950	Signs and signboards (except paper, paperboard) manufacturing
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 532412	Construction machinery and equipment rental or leasing without operator
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

Work Districts/Regions All work districts/regions



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 03/21)
Page 1 of 3

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Let Mo/Yr: March 2024

1. Will the DBE firm furnish and install all the items listed below? ☒ Yes ☐ No

If no, specify which items are furnish and install: _____

2. Is this a labor only commitment? (DBE will not furnish materials.) ☐ Yes ☒ No

Joint Checks and DBE Goal Credit: At any time during the project, should joint checks be used to assist the listed DBE in paying for the materials, the contractor must first seek approval from the Department utilizing form 2804. The Department reserves the right to deny the Request to Use Joint Checks, reduce the amount requested for goal credit, and limit the duration.

Items of work to be performed:

Bid Item #	Item Description	NAICS Code	Unit of Measure	Unit Price	Estimated Quantity	Total		
662 6001	Non-REMOVE (W)4"(BRK)	237310	LF	\$0.38	725	\$275.50	+	-
662 6004	Non-REMOVE (W)4"(SLD)	237310	LF	\$0.38	25734	\$9,778.92	+	-
662 6012	Non-REMOVE (W)8"(SLD)	237310	LF	\$0.74	2490	\$1,842.60	+	-
662 6016	Non-REMOVE(W)24"(SLD)	237310	LF	\$7.50	382	\$2,865.00	+	-
662 6017	Non-REMOVE(W)(ARROW)	237310	EA	\$110.00	12	\$1,320.00	+	-
662 6029	Non-REMOVE(W)(WORD)	237310	EA	\$200.00	12	\$2,400.00	+	-
662 6032	Non-REMOVE(Y)4"(BRK)	237310	LF	\$0.38	4553	\$1,730.14	+	-
662 6034	Non-REMOVE (Y)4"(SLD)	237310	LF	\$0.38	26552	\$10,089.76	+	-
662 6048	REMOVE (REFL) TY I-C	237310	EA	\$5.00	162	\$810.00	+	-
662 6050	REMOVE (REFL) TY II-A-A	237310	EA	\$5.00	1067	\$5,335.00	+	-
662 6063	REMOVE (W) 4" (SLD)	237310	LF	\$0.32	14217	\$4,549.44	+	-
662 6075	REMOVE (W) 24" (SLD)	237310	LF	\$7.50	57	\$427.50	+	-
662 6080	REMOVE (W) (ARROW)	237310	EA	\$110.00	8	\$880.00	+	-
662 6090	REMOVE (W) (WORD)	237310	EA	\$200.00	8	\$1,600.00	+	-
662 6095	REMOVE (Y) 4" (SLD)	237310	LF	\$0.32	11715	\$3,748.80	+	-
666 6036	TY I (W)8"(SLD)(100MIL)	237310	LF	\$0.84	5942	\$4,991.28	+	-
666 6048	TY I (W)24"(SLD)(100MIL)	237310	LF	\$7.50	2618	\$19,635.00	+	-
666 6141	TY I (Y)12"(SLD)(100MIL)	237310	LF	\$1.10	859	\$944.90	+	-
666 6306	TY I (W)6"(BRK)(100MIL)	237310	LF	\$0.66	1459	\$962.94	+	-
666 6309	TY I (W) 6"(SLD)(100MIL)	237310	LF	\$0.66	41425	\$27,340.50	+	-
666 6318	TY I (Y) 6" (BRK) (100MIL)	237310	LF	\$0.66	9791	\$6,462.06	+	-
666 6321	TY I (Y) 6"(SLD)(100MIL)	237310	LF	\$0.66	55528	\$36,648.48	+	-
668 6077	TY C (W)(ARROW)	237310	EA	\$150.00	28	\$4,200.00	+	-
668 6085	TY C (W)(WORD)	237310	EA	\$250.00	28	\$7,000.00	+	-
672 6007	REFL PAV MRKR TY I-C	237310	EA	\$5.00	367	\$1,835.00	+	-
672 6009	REFL PAV MRKR TY II-A-A	237310	EA	\$5.00	1781	\$8,905.00	+	-
677 6001	Elim. E. P. Mrk&Mrks (4")	237310	LF	\$1.00	725	\$725.00	+	-
						Total:	\$167,302.82	

Total Commitment Amount: \$167,302.82

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

A subcontract agreement or purchase order will be executed with the committed DBE listed on this form. By signing this form, all parties agree to comply with the DBE Special Provision and 49 CFR Part 26.

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Title: ESTIMATOR

Signature

Date

Address: 9312 E CURVE ROAD

City: EDINBURG State: TX Zip: 78542

Phone: 956-380-2897

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: HIGHWAY BARRICADES AND SERVICES, L.L.C

Representative Name: STEVE FEENEY

Title: MANAGER

Signature

Date

Address: P.O. BOX 9104

City: CORPUS CHRISTI State: TX Zip: 78469

Phone: 361-883-6300

E-mail: richardp@hbstexas.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Title: _____

Signature

Date

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

[Contact/Help](#)



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

602 N. Staples Corpus Christi, Texas 78401 | p 361-289-2712 | f 361-903-3578 | www.ccrta.org

November 1, 2018

Highway Barricades and Services, LLC
Ms. Mitra M. Khan
7775 Leopard Street
Corpus Christi, TX 78409-2020



Subject: Disadvantaged Business Enterprise (DBE) Certification – Additional Work Code

Dear Ms. Khan:

This refers to your firm's Disadvantaged Business Enterprise (DBE) Program certification with Texas Unified Certification Program (TUCP) and Corpus Christi Regional Transportation Authority. We have received the DBE Expansion of Certification Capability request on October 30, 2018. Based on the information and documentation requirements received, and determination of eligibility in accordance with US Department of Transportation's (USDOT) DBE standards set forth in 49 CFR Part 26, your certification now includes the following additional work function(s):

NAICS Code 423390 – Other Construction Material Merchant Wholesalers

This work category will be updated in the Texas Department of Transportation (TxDOT) TUCP DBE and CCRTA DBE Directories.

Your DBE certification is valid at any Texas entity that receives DOT funds and has a DBE Program. This certification allows your firm to bid on federally assisted (public transit, highway, and aviation) contracts as a DBE certified vendor.

Your certification as a DBE firm is still valid through your certification anniversary which falls every October 10th. Federal regulations 49 CFR, Part 26 requires DBEs to provide annually, on the anniversary date of their certification, a no-change affidavit form and requested documents.

Please notify our office should any material changes occur in the ownership, management control, or contact information (i.e. address or phone numbers) of your company. Changes in ownership, management control, or contact information must be submitted in writing within 30 days of the change. If you fail to comply with these requirements, you will be deemed to have failed to cooperate under 49 CFR, Part 26 Section 26.109 (c) which will initiate the decertification process of your firm as a DBE.

Sincerely,


Christina A. Perez
DBE/EEO Compliance Officer

Enclosure: DBE Certificate (updated)



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Texas Unified Certification Program Disadvantaged Business Enterprise (DBE) Certificate



The Corpus Christi Regional Transportation Authority hereby certifies that

Highway Barricades and Services, L.L.C. Certificate No. 101018

Has Met the Requirements of the

Department of Transportation's Disadvantaged Business Enterprise Program as set forth in
49 Code of Federal Regulations Part 26 to be certified as a

Disadvantaged Business Enterprise (DBE) in the industry area(s) of:

NAICS Code 237310 – Highway line painting
NAICS Code 237310 – Painting lines on highways, streets
and bridges
NAICS Code 237310 – Painting traffic lanes or parking lots
NAICS Code 237310 – Parking lot marking and line painting
NAICS Code 237310 – Sign erection, highway, roads, street
or bridge
NAICS Code 237310 – Traffic lane painting
NAICS Code 238110 – Concrete finishing
NAICS Code 238110 – Concrete pouring
NAICS Code 238110 – Footing and foundation concrete
contractors

NAICS Code 238990 – Crane rental with operator
NAICS Code 339950 – Signs and signboards (except
paper, paperboard)
NAICS Code 532412 – Construction machinery and equipment
rental or leasing without operator
NAICS Code 561990 – Flagging (i.e., Traffic Control)
Services
NAICS Code 423390 – Other Construction Material
Merchant Wholesalers (attenuator
supplier)

Christina A. Perez, DBE/EEO Compliance Officer

Certification is contingent upon the CCRTA receiving an affidavit of continued eligibility each year. This certification must be updated annually every anniversary date by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the Corpus Christi Regional Transportation Authority.

Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name Highway Barricades and Services, LLC
Owner Mitra Khan
Address 7775 Leopard Street
 > [Map This Address](#) CORPUS CHRISTI, TX 78409
Phone 361-883-6300
Fax 361-883-6301
Email mkhan@hbstexas.com
Website www.hbstexas.com
County Nueces (TX)

Certification Information

Certifying Agency Corpus Christi Regional Transportation Authority
Certification Type DBE - Disadvantaged Business Enterprise
Certified Business Description Barricades, Pavement markings, Painting lines on highways, streets, and bridges, Traffic Control Services, Highway and Street Signage; Signs and signboard manufacturing and Sign erection on highway, road, street and bridge; Construction machinery and equipment rental or leasing without operator; Concrete pouring and finishing; Other Construction Material Merchant Wholesalers (supplier of attenuators).

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Painting traffic lanes or parking lots
NAICS 237310	Parking lot marking and line painting
NAICS 237310	Sign erection, highway, road, street, or bridge
NAICS 237310	Traffic lane painting
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Footing and foundation concrete contractors
NAICS 238990	Crane rental with operator
NAICS 339950	Signs and signboards (except paper, paperboard) manufacturing
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 532412	Construction machinery and equipment rental or leasing without operator
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

Work Districts/Regions All work districts/regions



**Disadvantaged Business Enterprise (DBE) Program
Material Supplier Commitment Agreement Form**

Form SMS-4001 M/S
(Rev. 08/20)
Page 1 of 4

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

This form must be submitted by the entity who has been awarded a contract with the Texas Department of Transportation.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Provide a description of work, agreed upon rate, and estimated quantities of materials or supplies.

Type of Suppliers: M = Manufacturer RD = Regular Dealer RDB = Regular Dealer Bulk-Item B = Broker

Total Commitment Amount: \$153,905.00

Total DBE Goal Credit: \$153,905.00

Type of Supplier (M, RD, RDB, or B)	Materials or Supplies Being Provided	Estimated Quantity of Materials	Price per Unit	Total
☒ M ☐ RD ☐ RDB ☐ B	JCTBOX (COMPL)(PJB)(4FTX4FT)	2	\$2,440.00	4,880.00
☒ M ☐ RD ☐ RDB ☐ B	JCTBOX (COMPL)(PJB)(6FTX6FT)	2	\$4,200.00	8,400.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PCO)(3FT)(RIGHT)	1	\$3,110.00	3,110.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PCO)(3FT)(BOTH)	1	\$3,890.00	3,890.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PCU)(3FT)(LEFT)	2	\$3,480.00	6,960.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PCU)(3FT)(BOTH)	3	\$4,045.00	12,135.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PCU)(5FT)(RIGHT)	1	\$4,500.00	4,500.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PSL)(RC)(5FTX5FT)	3	\$3,900.00	11,700.00
☒ M ☐ RD ☐ RDB ☐ B	INLET (COMPL)(PSL)(FG)(4FTX5FT) (3FTX5FT)	16	\$3,555.00	56,880.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY II) (18")(RCP)(3:1)(C)	4	\$550.00	2,200.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY II) (18")(RCP)(3:1)(P)	2	\$550.00	1,100.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY) (18")(RCP)(4:1)(C)	1	\$550.00	550.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY) (18")(RCP)(6:1)(C)	1	\$650.00	650.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY) (18")(RCP)(6:1)(P)	51	\$650.00	33,150.00
☒ M ☐ RD ☐ RDB ☐ B	SET (TY) (24")(6:1)(P)	4	\$950.00	3,800.00
Total Commitment Amount :				\$153,905.00

Manufacturer Goal Credit = 100% Total DBE goal credit at 100% \$153,905.00

1. Is the material to be supplied, modified, blended, quarried or fabricated by the DBE? ☒ Yes ☐ No

If yes, please explain in detail:

Regular Dealer Goal Credit = 60% Total DBE goal credit at 60% \$0.00

1. Where is the DBE material supplier getting the materials? Please provide the name and address of the source of the materials.

Total Commitment Amount: \$153,905.00

Total DBE Goal Credit: \$153,905.00

2. Does the regular dealer inventory the materials or supplies? ☒ Yes ☐ No

(Note: The materials or supplies must be of the general character described by the specifications.)

If so, please provide the address of the storage facility, yard, or warehouse: 3807 N BENTSEN PALM DRIVE
MISSION TX 78574

3. Are the materials or supplies typically sold in the regular dealer's normal business operations? ☐ Yes ☐ No

If so, provide an inventory list of these items only:

STORM DRAIN INLETS (PDB, PCO, PCU, PSL, SRT TX II)

4. Who will deliver the materials to the project site? Provide a brief explanation of the arrangement.

L & R PRECAST CONCRETE OWN DRIVERS / TRUCKS

Regular Dealer Bulk-Item Goal Credit = 60%

Total DBE goal credit at 60%

\$0.00

1. Provide the name and address of the source or origin of the materials or supplies.

L & R PRECAST CONCRETE, 3807 N BENTSEN PALM DRIVE
MISSION TX 78574

2. Does the DBE have an established account with the supplier or manufacturer of the materials? ☒ Yes ☐ No

3. For bulk material, the DBE must both own and operate the distribution equipment. Will the DBE be delivering the material for this project utilizing its own distribution equipment? ☒ Yes ☐ No

4. Is the DBE supplementing its distribution equipment through a long-term lease? ☐ Yes ☒ No

If so, provide a copy of the lease. Long-term is considered 12 months or more.

5. Does the DBE operate the leased distribution equipment with its own workforce? ☐ Yes ☐ No ☒ N/A

For goal credit, the supplementing of the DBE regular dealer's own distribution equipment is permitted. However, the DBE must operate the leased distribution equipment with its own workforce. This type of leasing arrangement is similar to leasing from a commercial source.

Packagers, Brokers (Middleman), Manufacturers
Representatives, Transaction Expeditors Goal Credit = Fees,
or Commissions, or Transport Delivery Charges

Total DBE goal credit at %

\$0.00

1. Does the DBE take ownership, title, or possession of the materials or supplies? ☒ Yes ☐ No

2. Will the DBE only be responsible for placing the orders or arranging for the delivery of the materials or supplies? ☒ Yes ☐ No

The contractor shall inform the District of the date the DBE will begin supplying materials or supplies to the project and when the DBE's responsibilities under this commitment end.

Total Commitment Amount: \$153,905.00

Total DBE Goal Credit: \$153,905.00

IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.

By signing this commitment, you agree to comply with all parts of 49 CFR Part 26. A subcontract agreement or Purchase Order must be executed with the DBE.

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Title: ESTIMATOR

Signature

Date

Address: 9312 E. CURVE ROAD

City: EDINBURG State: TX Zip: 78542

Phone: 956-380 2897

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: L&R PRECAST CONCRETE WORKS, INC.

Representative Name: RUFINO GARZA JR.

Title: PRESIDENT

Signature

Date

Address: 3807 N. BENTSENT PALM DR.

City: MISSION State: TX Zip: 78574

Phone: 956-583-6293

E-mail: sales.lrpccast@gmail.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name:

Representative Name:

Title:

Signature

Date

Address:

City: State: Zip:

Phone:

E-mail:

Other Tiered Subcontractor

DBE Certified? ☐ Yes ☐ No

Firm Name:

Representative Name:

Title:

Signature

Date

Address:

City: State: Zip:

Phone:

E-mail:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.



3807 N.Bentsen Palm Dr.
Mission Tx. 78574-8200
E-mail sales.lrprecast@gmail.com
Web Site www.lrprecast.com
Phone: (956)-583-6293
Fax : (956)-424-1099

Quotation 4560

Date	3/8/2024
Bid Date	3/8/2024
Bid Time	
Project	I Road Project
Engineer:	
I Road Project CSJ 0921-02-363, 491, 499 Pharr, TX	

L&R Precast is pleased to provide you with the following materials quote for the reference project.

We are herby submitting this proposal for your consideration

Name / Address
All Bidders

Customer ID	Description	Qty	Price	Total
	JCTBOX (COMPL)(PJB)(4FTX4FT)	2	2,440.00	4,880.00
	JCTBOX (COMPL)(PJB)(6FTX6FT)	2	4,200.00	8,400.00
	INLET (COMPL)(PCO)(3FT)(RIGHT)	1	3,110.00	3,110.00
	INLET (COMPL)(PCO)(3FT)(BOTH)	1	3,890.00	3,890.00
	INLET (COMPL)(PCU)(3FT)(LEFT)	2	3,480.00	6,960.00
	INLET (COMPL)(PCU)(3FT)(BOTH)	3	4,045.00	12,135.00
	INLET (COMPL)(PCU)(5FT)(RIGHT)	1	4,500.00	4,500.00
	INLET (COMPL)(PSL)(RC)(5FTX5FT)	3	3,900.00	11,700.00
	INLET (COMPL)(PSL)(FG)(4FTX5FT)(3FTX5FT)	16	3,555.00	56,880.00
	SET (TY II) (18")(RCP)(4:1)(C) IN LIEU OF 3:1	4	550.00	2,200.00
	SET (TY II) (18")(RCP)(4:1)(P) IN LIEU OF 3:1	2	550.00	1,100.00
	SET (TY II) (18")(RCP)(4:1)(C)	1	550.00	550.00
	SET (TY II) (18")(RCP)(6:1)(C)	1	650.00	650.00
	SET (TY II) (18")(RCP)(6:1)(P)	51	650.00	33,150.00
	SET (TY II) (24")(6:1)(P)	4	950.00	3,800.00
D.B.E. APPROVED				

Estimated Total \$153,905.00

BY SIGNING THIS QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS.

ACCEPTED BY: _____ Date: _____

DIRECTIONS#: _____ PO: _____

TERMS AND CONDITIONS

- 1.- Payments are due on Net 10th.
- 2.- Concrete products are F.O.B unloaded by the customer at project site.
- 3.- The prices quoted for the referenced project are valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
- 4.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to deliver.
- 5.- We reserve the right to modify this bid and match pricing quoted by any competitor.
- 6.- In order for us to provide you with a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies. We will promptly revise our quotation to include the product that you require and return to you.



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with 49 Code of Federal Regulations Part 26

L & R Precast Concrete Works, Inc. (VN: 16341)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

September 20, 2017

Date Issued

A handwritten signature in black ink, appearing to read "MB", written over a horizontal line.

Michael D. Bryant
Director
Civil Rights Division



Disadvantaged Business Enterprise (DBE) Program
Material Supplier Commitment Agreement Form

Form SMS-4901 M/S
(Rev. 08/20)
Page 1 of 3

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

This form must be submitted by the entity who has been awarded a contract with the Texas Department of Transportation.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Provide a description of work, agreed upon rate, and estimated quantities of materials or supplies.

Type of Suppliers: M = Manufacturer RD = Regular Dealer RDB = Regular Dealer Bulk-Item B = Broker

Type of Supplier (M, RD, RDB, or B)	Materials or Supplies Being Provided	Estimated Quantity of Materials	Price per Unit	Total
☐ M ☒ RD ☐ RDB ☐ B	GRADE 60 REINF	201,800	\$0.54	108,972.00
☐ M ☒ RD ☐ RDB ☐ B	MESH ROLLS	481	\$235.00	113,035.00
☐ M ☒ RD ☐ RDB ☐ B				
☐ M ☒ RD ☐ RDB ☐ B				
☐ M ☒ RD ☐ RDB ☐ B				
Total Commitment Amount :				\$222,007.00

Manufacturer Goal Credit = 100%

Total DBE goal credit at 100%: \$0.00

1. Is the material to be supplied, modified, blended, quarried or fabricated by the DBE? ☐ Yes ☐ No

If yes, please explain in detail:

FABRICATED TO SPECIFICATIONS

Regular Dealer Goal Credit = 60%

Total DBE goal credit at 60%: \$133,204.20

1. Where is the DBE material supplier getting the materials? Please provide the name and address of the source of the materials.

CMC REBAR/DEPT 1030/PO BOX 844579/DALLAS 78284
RIO GRANDE STEEL LTD/PO BOX 5178/MCALLEEN 78502

2. Does the regular dealer inventory the materials or supplies? ☒ Yes ☐ No
(Note: The materials or supplies must be of the general character described by the specifications.)

If so, please provide the address of the storage facility, yard, or warehouse:

Total Commitment Amount: \$222,007.00

Total DBE Goal Credit: \$133,204.20

3. Are the materials or supplies typically sold in the regular dealer's normal business operations? ☒ Yes ☐ No

If so, provide an inventory list of these items only:

4. Who will deliver the materials to the project site? Provide a brief explanation of the arrangement.

Regular Dealer Bulk-Item Goal Credit = 60%

Total DBE goal credit at 60%:

\$0.00

1. Provide the name and address of the source or origin of the materials or supplies.

2. Does the DBE have an established account with the supplier or manufacturer of the materials? ☒ Yes ☐ No

3. For bulk material, the DBE must both own and operate the distribution equipment. Will the DBE be delivering the material for this project utilizing its own distribution equipment? ☒ Yes ☐ No

4. Is the DBE supplementing its distribution equipment through a long-term lease? ☐ Yes ☒ No
If so, provide a copy of the lease. Long-term is considered 12 months or more.

5. Does the DBE operate the leased distribution equipment with its own workforce? ☒ Yes ☐ No ☐ N/A

For goal credit, the supplementing of the DBE regular dealer's own distribution equipment is permitted. However, the DBE must operate the leased distribution equipment with its own workforce. This type of leasing arrangement is similar to leasing from a commercial source.

**Packagers, Brokers (Middleman), Manufacturers'
Representatives, Transaction Expeditors Goal Credit = Fees,
or Commissions, or Transport Delivery Charges**

Total DBE goal credit at %:

\$0.00

1. Does the DBE take ownership, title, or possession of the materials or supplies? ☒ Yes ☐ No
2. Will the DBE only be responsible for placing the orders or arranging for the delivery of the materials or supplies? ☒ Yes ☐ No

The contractor shall inform the District of the date the DBE will begin supplying materials or supplies to the project and when the DBE's responsibilities under this commitment end.

Total Commitment Amount: \$222,007.00

Total DBE Goal Credit: \$133,204.20

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

By signing this commitment, you agree to comply with all parts of 49 CFR Part 26. A subcontract agreement or Purchase Order must be executed with the DBE.

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Address: 9312 E CURVE ROAD

Title: ESTIMATOR

City: EDINBURG State: TX Zip: 78542

Signature:  Date: 03/26/24

Phone: 956-380-2897

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: RIO GRANDE CONCRETE ACCESSORIES & SUPPLIES, LTD

Representative Name: GENE ESPINOZA

Address: 1980 E BUS 77

Title: SALES MANAGER

City: SAN BENITO State: TX Zip: 78586

Signature:  Date: 03/26/24

Phone: 956-821-9988

E-mail: gene@rgscas.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Address: _____

Title: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Phone: _____

E-mail: _____

Other Tiered Subcontractor

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Address: _____

Title: _____

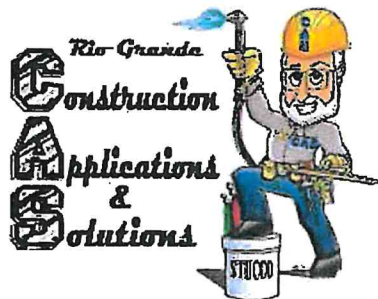
City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Phone: _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.



www.riograndesteel.com

Date: 3/18/2024

Contractor:

Project: City of Pharr I Road

Rio Grande Concrete Accessories & Supplies, Ltd

Edinburg

U S 281 @ E Owassa
Edinburg, TX 78539
(956) 702-4434

San Benito

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

Peñitas

1206 W Expressway 83
Peñitas, TX 78576
(956) 581-4432

**DBE Certified
VN 19573**

We hereby propose to furnish reinforcing steel for the above project. All material will be fabricated and tagged according to plans or bar list provided by owner or buyer. All rebar is domestic Grade 60 and purchased from a TXDOT approved mill.

DOMESTIC GRADE 60 .54 Lb. / 235.00 6ga Roll Mesh

Price valid for only 60 days from bid date. Purchase Order/Letter of Intent must be issued within 15 days of bid date. Delivery must begin within 30 days of issued Purchase Order/Letter of Intent. This price is subject to an escalation scale of 5% after 60 days and 3% every three months thereafter (ONLY IF MARKET CHANGES) All material can be purchased as (on hand) to avoid increases.

Exclusions: All reinforcing and concrete accessories, threaded bars, galvanized or epoxy rebar, anchor bolts, tie wire, mechanical splices, threaded tie bars, threaded inserts, bar supports, curing compound and any other items or service not mentioned above.

Shipments: ALL MATERIAL IS FOB JOBSITE, all material will be shipped according to delivery schedule supplied by buyer. Please allow 5 working days between structures for fabrication.

Acceptance of this proposal is based on criteria stated above. Please sign and return within 30 days.

Company: _____

Agent _____ Date _____

Main Office: P O Box 5178 McAllen, TX 78502 • (956) 702-4434 • Fax (956) 702-4437



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

3/7/2024

Mirta Guajardo
Partner
Rio Grande Concrete Accessories and Supplies, Ltd.
1980 E. Business 77
San Benito, TX 78586

Re: Annual Update Affidavit (AUA) – Disadvantaged Business Enterprise (DBE)

Dear Mirta Guajardo:

Upon review of the AUA and supporting documentation, TxDOT has determined that Rio Grande Concrete Accessories and Supplies, Ltd., continues to meet the eligibility requirements of the federal DBE program.

DBE certifications do not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at <https://txdot.txdotcms.com> are currently certified DBE. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit <https://www.txdot.gov>.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Cc: Christina Calvo, Compliance Analyst II



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 03/21)
Page 1 of 2

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Let Mo/Yr: March 2024

1. Will the DBE firm furnish and install all the items listed below? ☒ Yes ☐ No

If no, specify which items are furnish and install: _____

2. Is this a labor only commitment? (DBE will not furnish materials.) ☐ Yes ☒ No

Joint Checks and DBE Goal Credit: At any time during the project, should joint checks be used to assist the listed DBE in paying for the materials, the contractor must first seek approval from the Department utilizing form 2804. The Department reserves the right to deny the Request to Use Joint Checks, reduce the amount requested for goal credit, and limit the duration.

Items of work to be performed:

Bid Item #	Item Description	NAICS Code	Unit of Measure	Unit Price	Estimated Quantity	Total
164 6021	Seed(Perm)(Rural)(SANDY	TxDOT 07	AC	\$2,200.00	22.93	\$50,446.00
164 6021	SEED (TEMP)(WARM)	TxDOT 07	AC	\$1,650.00	22.93	\$37,834.50
506 6001	Rock Filter Dams (TY I)	TxDOT 07	LF	\$142.00	34	\$4,828.00
506 6011	Rock Filter Dams(Remove)	TxDOT 07	LF	\$74.00	34	\$2,516.00
506 6038	Temp Sedmt Cont Fen(INS	TxDOT 07	LF	\$3.00	3723	\$11,169.00
506 6039	Temp Sedmt Cont Fen(rem	TxDOT 07	LF	\$1.10	3723	\$4,095.30
506 6041	EROSN LOGS (12"DIA) IN	TxDOT 07	LF	\$6.55	3621	\$23,717.55
506 6043	EROSN LOGS REMOVE	TxDOT 07	LF	\$1.10	3621	\$3,983.10
					Total:	\$138,589.45

Total Commitment Amount: \$138,589.45

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

A subcontract agreement or purchase order will be executed with the committed DBE listed on this form. By signing this form, all parties agree to comply with the DBE Special Provision and 49 CFR Part 26.

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Address: 9312 E CURVE RD

Title: ESTIMATOR

City: EDINBURG State: TX Zip: 78542

Phone: 956-380-2897

Signature [Signature]

Date 03/27/24

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: Texas Icon Construction, LLC

Representative Name: Vangie De Leon

Address: PO BOX 2720

Title: Estimator/Accounts

City: EDINBURG State: TX Zip: 78540

Phone: 956-588-5778

Signature [Signature]

Date 3-27-24

E-mail: vdeleon@dstxicon.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Address: _____

Title: _____

City: _____ State: _____ Zip: _____

Phone: _____

Signature _____

Date _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Proposal**Texas Icon Construction, LLC****PO BOX 2720****DBE CERTIFICATION# V00000922353****Edinburg, TX 78540****MBE (AUSTIN) CERT# V00000922353****Ph: 956-515-7711 / 956-588-5778 HUB 20210979****SBE 20210974****Office: 956-223-4146****VENDOR #: 25775****Email: info@dstxicon.com****ICPI CERTIFIED (LANDSCAPE PAVERS)****www.dstxicon.com****Date: MARCH 27, 2024****** CONTRACTOR MAY SELECT****Project: I ROAD PROJECT****SEPARATE ITEMS AS NEEDED.****Location: PHARR****County: HIDALGO****BONDABLE ADDITIONAL AT 3 PERCENT****Control # : 0921-02-363, -491 & -499**

Quantity	Units	Description	Unit Price	Total
22.930	AC	164-6021 CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	\$2,200.00	\$50,446.00
22.930	AC	164-6030 CELL FBR MLCH SEED (TEMP)(WARM)	\$1,650.00	\$37,834.50
				\$0.00
		*SEEDING QUOTE IS BASED ON 3 MOBS.		\$0.00
		*DOES NOT INCLUDE ANY MAINTENANCE.		\$0.00
34.000	LF	506-6001 ROCK FILTER DAMS (INSTALL)(TY 1)1 MOB	\$142.00	\$4,828.00
34.000	LF	506-6011 ROCK FILTER DAMS (REMOVE)1 MOB	\$74.00	\$2,516.00
3,723.000	LF	506-6038 TEMP SEDMT CONT FENCE (INSTALL)2 MOBS	\$3.00	\$11,169.00
3,723.000	LF	506-6039 TEMP SEDMT CONT FENCE (REMOVE)1 MOB	\$1.10	\$4,095.30
3,621.000	LF	506-6041 BIODEG EROSN CONT LOGS (12"DIA) INSTALL	\$6.55	\$23,717.55
3,621.000	LF	506-6043 BIODEG EROSN CONT LOGS REMOVE	\$1.10	\$3,983.10
				\$0.00
		*QUOTE DOES NOT INCLUDE MAINTENANCE OR		\$0.00
		REPAIRS.		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		PLEASE SEE EXCLUSIONARY NOTES ON FOLLOWING PAGE(S) OF PROPOSAL		\$0.00
		*QUOTE DOES NOT INCLUDE MAINTENANCE FOR ANY ITEM		\$0.00
		*QUOTE IS BASED ON LIMITED MOBILIZATION PER ITEM -		\$0.00
		PLEASE NOTE THAT OUR MOB FEE HAVE INCREASE	TOTAL	\$138,589.45

Authorized Signature : _____ Date : _____**Texas Icon Construction*******Note: Proposal is void after 30 days if not accepted. Proposal is 2 pages unless otherwise specified.*****Acceptance of Proposal******The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payments will be made as outlined on following page.*****Signature : _____ Date : _____**

Proposal

Texas Icon Construction, LLC

PO BOX 2720

Company or Firm : Edinburg, TX 78540

Ph: 956-515-7711 / 956-588-5778

Office: 956-223-4146

Email: info@dstxicon.com

www.dstxicon.com

Project: I ROAD PROJECT

County: HIDALGO

Control # :0921-02-363, -491 & -499

Terms of Payment Progress Payment

***All bids are based on TXDOT specifications. Any changes are subject to extra cost.*

**Insurance information will be submitted upon request.*

**Not responsible for damages by Contractor or others on any items.*

**Contractor must provide traffic control, signs, barricades, and locate all utilities . This must be installed before we mobilize*

**Contractor will provide survey and QA/QC (all required lab testing).*

**Prime contractor is responsible for any additional insurance required by the project other than \$1MIL each in Workers' Comp and Auto Liability. Umbrella5 MIL, and Aggregate\$2MIL*

**Seeding quote is based on seeding Plan Quantities, but no less than 8 acres per mob. Mob fee of \$1650.00 will be charge for anything less than 8 acres.*

**Contractor is to provide water source and water for all operations.*

**Water source must be within one mile of project limits. Additional cost will be incurred if not not within the project limits.*

**If watering is not provided by Texas Icon we can not guarantee full germination.*

**Unless we are watering, payment will be made once seed is in place not when it germinates.*

**We are not responsible for wash out due to a heavy rain once seeding has been installed.*

**Disking when required will be performed with a disk at 4". Requiring heavier equipment to cultivate GC will have to perform that work.*

**Fence /Bio Logs quotes are based on a minimum 2,500 LF per mobilization or smaller project plan quantities. Fence / biologs quote DOES NOT include maintenance and repairs. Move in charge for less than 2,500 LF at \$1,450.00 per mob. Quote does not include brush removal more then a foot high.*

**Charge for additional clearing is \$2,250.00 per 1,000 LF.*

**Fence Mob charge \$1,450.00 if less then 2500 LF is installed per mob.*



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1/9/2024

Mark DeLeon
Texas Icon Construction, LLC
323 E Owassa, Suite 10
Edinburg, TX 78542

Re: Annual Update Affidavit (AUA)
Disadvantaged Business Enterprise (DBE)

Dear Mark DeLeon:

Upon review of the AUA and supporting documentation, TxDOT has determined that Texas Icon Construction, LLC., continues to meet the eligibility requirements of the federal DBE program.

DBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at <https://txdot.txdotcms.com> are currently certified DBE/ACDBEs. All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit <https://www.txdot.gov>.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Cc: Joe Sanchez, Compliance Analyst

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 03/21)
Page 1 of 2

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project. Certified DBEs must be listed in the Texas Unified Certification Program (TUCP) Directory at time of submittal.

Project ID: 2324-40-517-C04-297

County: HIDALGO COUNTY

Contract-CSJ: 0921-02-363/491/499

Let Mo/Yr: March 2024

1. Will the DBE firm furnish and install all the items listed below? ☒ Yes ☐ No

If no, specify which items are furnish and install: _____

2. Is this a labor only commitment? (DBE will not furnish materials.) ☐ Yes ☒ No

Joint Checks and DBE Goal Credit: At any time during the project, should joint checks be used to assist the listed DBE in paying for the materials, the contractor must first seek approval from the Department utilizing form 2804. The Department reserves the right to deny the Request to Use Joint Checks, reduce the amount requested for goal credit, and limit the duration.

Items of work to be performed:

Bid Item #	Item Description	NAICS Code	Unit of Measure	Unit Price	Estimated Quantity	Total
502 6001	BARRICADES, SIGNS, AND	237310	EA	\$1,716.8	30	\$51,505.20
	MOBILIZATION		LS	\$37,000.00	1	\$37,000.00
					Total:	\$88,505.20

Total Commitment Amount: \$88,505.20

**IMPORTANT! A signature is required for each individual representing the firms listed on this form.
The total commitment amount must always be on the same page as the signatures.**

A subcontract agreement or purchase order will be executed with the committed DBE listed on this form. **By signing this form, all parties agree to comply with the DBE Special Provision and 49 CFR Part 26.**

Prime Contractor

Entity Name: IOC COMPANY LLC

Representative Name: ADAN GARCIA RODRIGUEZ

Address: 9312 E CURVE RD

Title: ESTIMATOR

City: EDINBURG State: TX Zip: 78542

Phone: 956-380-2897

Signature: 

Date: 03/28/24

E-mail: agarcia@ioccompany.com

First Tiered Subcontractor or Supplier

DBE Certified? ☒ Yes ☐ No

Firm Name: TEXAS HIGHWAY SYSTEM, INC

Representative Name: BRITTANY OZUNA

Address: P.O. BOX 2687

Title: PRESIDENT

City: EDINBURG State: TX Zip: 78540

Phone: 956-207-4385

Brittany Ozuna

Digitally signed by Brittany Ozuna
Date: 2024.03.28 09:20:08 -05'00'

Signature

Date

E-mail: bj@texashighwaysystems.com

Second Tiered Subcontractor or Supplier

DBE Certified? ☐ Yes ☐ No

Firm Name: _____

Representative Name: _____

Address: _____

Title: _____

City: _____ State: _____ Zip: _____

Phone: _____

Signature _____

Date _____

E-mail: _____

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under §552.021 and 552.023 of the Texas Government code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.



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11/29/2023

DBE # 05093

Brittany Ozuna
Texas Highway Systems, Inc.
2309 Brazos Ave,
McAllen, TX 78504

Re: Annual Update Affidavit (AUA) Disadvantaged
Business Enterprise (DBE)

Dear Brittany Ozuna:

Upon review of the AUA and supporting documentation, TxDOT has determined that Texas Highway Systems, Inc. continues to meet the eligibility requirements of the federal [DBE] program.

DBE/ACDBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at <https://txdot.txdotcms.com> are currently certified DBE/ACDBEs. All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit <https://www.txdot.gov>.

Sincerely,

Michael D. Bryant Director
Civil Rights Division

CC: Monique Pettaway

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OUR MISSION: Connecting You With Texas

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Worksheet
Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	IOC COMPANY LLC	Foremost Paving, Inc.	Texas Cordia Construction, LLC	GO UNDERGROUND LLC
Bid Price Ratio					100%	95.19%	94.98%	81.56%
Total Extended					\$20,969,361.63	\$22,028,522.36	\$22,075,612.30	\$25,709,020.18
Pricing Group					\$20,969,361.63	\$22,028,522.36	\$22,075,612.30	\$25,709,020.18
6002	PREPARING ROW	Base	STA	240.92	\$911.00	\$2,000.00	\$1,000.00	\$1,500.00
6009	REMOVING CONC (RIPRAP)	Base	SY	441	\$15.00	\$30.00	\$4.00	\$22.00
6017	REMOVING CONC (DRIVEWAYS)	Base	SY	429	\$15.00	\$20.00	\$5.00	\$12.00
6022	REMOVING CONC (CURB & GUTTER)	Base	LF	1,342.00	\$3.00	\$6.00	\$4.00	\$12.00
6036	REMOVING CONC (SIDEWALK OR RAMP)	Base	SY	405	\$5.00	\$15.00	\$6.00	\$12.00
6001	EXCAVATION (ROADWAY)	Base	CY	40,310.00	\$1.00	\$7.00	\$4.00	\$6.00
6002	EXCAVATION (CHANNEL)	Base	CY	25,015.00	\$1.00	\$10.00	\$8.00	\$8.00
6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	Base	CY	22,995.00	\$1.00	\$4.00	\$2.00	\$8.00
6005	FURNISHING & PLACING TOPSOIL	Base	CY	50	\$13.50	\$30.00	\$30.00	\$38.00
6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	Base	AC	22.93	\$2,200.00	\$2,200.00	\$2,250.00	\$2,464.00
6030	CELL FBR MLCH SEED (TEMP)(WARM)	Base	AC	22.93	\$1,650.00	\$2,000.00	\$2,040.00	\$2,240.00
6001	VEGETATIVE WATERING	Base	MG	3,499.00	\$25.00	\$60.00	\$15.00	\$67.20
6003	SPRINK DUST CONTROL	Base	MG	1,711.00	\$1.00	\$1.00	\$20.00	\$56.00
6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)	Base	CY	29,232.00	\$30.00	\$32.00	\$40.00	\$36.00
6094	REWRKING BS MTL (TY B)(5")(DC)(ORG POS)	Base	CY	10,399.00	\$13.00	\$7.00	\$3.00	\$22.00
6011	LIME TRT (EXIST MAT'L) (12")	Base	SY	164,317.00	\$2.00	\$3.25	\$2.00	\$3.00
6043	LIME (HYD, COM, OR QK) (SLURRY)	Base	TON	4,879.00	\$190.00	\$250.00	\$320.00	\$349.00
6001	CEMENT	Base	TON	1,337.00	\$198.50	\$205.00	\$180.00	\$193.00
6003	CEMENT TREAT (NEW BASE)(6")	Base	SY	33,531.00	\$1.00	\$1.50	\$2.00	\$4.00
6061	CEM TRT (MX EXT MTL/NW BASE)(DC)(10")	Base	SY	125,672.00	\$2.00	\$2.50	\$2.00	\$2.50
6018	SALV, HAUL, & STKPL RCL ASPH PV (2")	Base	SY	89,335.00	\$1.00	\$1.70	\$1.00	\$2.00
6009	ASPH MAT'L (MC-30)	Base	GAL	32,282.00	\$4.00	\$4.00	\$6.00	\$8.00
6486	AGGR (TY-PD GR-4P SAC-B)	Base	CY	1,223.00	\$100.00	\$65.00	\$110.00	\$120.00
6508	ASPH (SPG 79-13)	Base	GAL	46,983.00	\$4.00	\$6.00	\$5.00	\$8.00
6005	CEM STABIL BKFL	Base	CY	203.9	\$50.00	\$150.00	\$70.00	\$65.00
6006	CUT & RESTORE PAV	Base	SY	2,030.00	\$45.00	\$60.00	\$40.00	\$48.00
6010	STRUCT EXCAV (SPL)	Base	CY	610	\$85.00	\$80.00	\$80.00	\$55.00
6011	SAND BACKFILL	Base	CY	3,258.00	\$18.00	\$27.00	\$20.00	\$55.00
6001	TRENCH EXCAVATION PROTECTION	Base	LF	4,573.00	\$1.00	\$1.00	\$6.00	\$1.00
6001	PRESTR CONC PIL (16 IN SQ)	Base	LF	410	\$365.00	\$200.00	\$330.00	\$350.94
6004	PRESTR CONC PIL (24 IN SQ)	Base	LF	1,880.00	\$475.00	\$230.00	\$280.00	\$337.72
6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	Base	LF	1,144.00	\$199.50	\$225.00	\$240.00	\$243.00
6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	Base	LF	180	\$254.00	\$310.00	\$330.00	\$334.80
6013	CL C CONC (ABUT)	Base	CY	74.2	\$1,000.00	\$1,500.00	\$750.00	\$1,637.12

6019 CL C CONC (ABUT)(EXTEND)	Base CY	12.4	\$1,500.00	\$2,100.00	\$3,240.00	\$2,548.02
6025 CL C CONC (BENT)	Base CY	54	\$1,200.00	\$1,900.00	\$1,000.00	\$1,859.54
6033 CL C CONC (CAP)(EXTEND)	Base CY	6.8	\$3,000.00	\$6,000.00	\$4,310.00	\$5,830.25
6066 CL C CONC (RAIL)(FOUNDATION)	Base CY	544	\$675.00	\$780.00	\$780.00	\$500.00
6001 REINF CONC SLAB	Base SF	10,140.00	\$23.00	\$25.00	\$31.00	\$34.34
6030 CONCRETE PAN GIRDER (EXTEND)	Base CY	77	\$1,500.00	\$2,000.00	\$1,600.00	\$3,525.50
6035 PRESTR CONC GIRDER (TX28)	Base LF	1,426.50	\$200.00	\$230.00	\$390.00	\$313.80
6002 CONC STR REPAIR (EPOXY MORTAR)	Base SF	60	\$50.00	\$150.00	\$60.00	\$280.80
6001 RIPRAP (CONC)(4 IN)	Base CY	1,475.00	\$380.00	\$405.00	\$500.00	\$500.00
6002 RIPRAP (CONC)(5 IN)	Base CY	2,613.00	\$385.00	\$405.00	\$510.00	\$500.00
6045 RIPRAP (MOW STRIP)(4")	Base CY	209	\$500.00	\$450.00	\$540.00	\$500.00
6007 STR STEEL (MISC NON - BRIDGE)	Base LB	663	\$35.00	\$19.00	\$30.00	\$16.02
6023 RAIL (TY SSTR)	Base LF	348	\$165.00	\$130.00	\$170.00	\$160.05
6099 RAIL (TY T2P)	Base LF	4,956.60	\$225.00	\$190.00	\$175.00	\$224.40
6103 RAIL (TY PR11)	Base LF	1,600.20	\$95.00	\$123.00	\$100.00	\$156.89
6001 SEALED EXPANSION JOINT (4 IN)(SEJ - A)	Base LF	102	\$250.00	\$210.00	\$240.00	\$194.40
6004 ARMOR JOINT (SEALED)	Base LF	24	\$175.00	\$400.00	\$120.00	\$194.40
6002 CONC BOX CULV (3' X 3')	Base LF	50	\$500.00	\$400.00	\$460.00	\$393.30
6002 RC PIPE (CL III)(15")	Base LF	242	\$90.00	\$75.00	\$40.00	\$57.24
6003 RC PIPE (CL III)(18")	Base LF	1,486.00	\$85.00	\$100.00	\$50.00	\$60.63
6005 RC PIPE (CL III)(24")	Base LF	484	\$95.00	\$110.00	\$60.00	\$71.36
6007 RC PIPE (CL III)(30")	Base LF	186	\$150.00	\$280.00	\$100.00	\$107.16
6008 RC PIPE (CL III)(36")	Base LF	110	\$175.00	\$320.00	\$140.00	\$132.18
6038 RC PIPE (CL III)(18")(SPL)	Base LF	1,903.00	\$85.00	\$80.00	\$60.00	\$75.66
6039 RC PIPE (CL III)(24")(SPL)	Base LF	1,021.00	\$100.00	\$85.00	\$70.00	\$84.62
6040 RC PIPE (CL III)(30")(SPL)	Base LF	428	\$125.00	\$120.00	\$100.00	\$107.36
6041 RC PIPE (CL III)(36")(SPL)	Base LF	81	\$220.00	\$200.00	\$160.00	\$135.98
6042 RC PIPE (CL III)(42")(SPL)	Base LF	126	\$215.00	\$380.00	\$180.00	\$184.94
6044 RC PIPE (CL III)(54")(SPL)	Base LF	214	\$275.00	\$400.00	\$250.00	\$250.28
6006 JCTBOX (COMPL)(PJB)(4FTX4FT)	Base EA	2	\$4,500.00	\$5,500.00	\$4,320.00	\$4,240.00
6011 JCTBOX (COMPL)(PJB)(6FTX6FT)	Base EA	2	\$8,000.00	\$6,000.00	\$6,930.00	\$6,000.00
6015 INLET (COMPL)(PCO)(3FT)(RIGHT)	Base EA	1	\$5,000.00	\$6,500.00	\$4,930.00	\$4,910.00
6016 INLET (COMPL)(PCO)(3FT)(BOTH)	Base EA	1	\$6,000.00	\$7,000.00	\$5,910.00	\$5,690.00
6030 INLET (COMPL)(PCU)(3FT)(LEFT)	Base EA	2	\$6,000.00	\$6,500.00	\$5,400.00	\$5,280.00
6032 INLET (COMPL)(PCU)(3FT)(BOTH)	Base EA	3	\$6,500.00	\$7,000.00	\$6,110.00	\$5,845.00
6039 INLET (COMPL)(PCU)(5FT)(RIGHT)	Base EA	1	\$7,500.00	\$8,000.00	\$6,840.00	\$6,300.00
6074 INLET (COMPL)(PSL)(RC)(5FTX5FT)	Base EA	3	\$7,000.00	\$7,500.00	\$6,220.00	\$5,700.00
6133 INLET (COMPL)(PSL)(FG)(4FTX5FT)(3FTX5FT)	Base EA	16	\$6,000.00	\$7,500.00	\$5,700.00	\$5,355.00
6901 JCT BOX (COMPL)(IRRIG)(10'X5')	Base EA	2	\$35,000.00	\$25,000.00	\$11,000.00	\$26,000.00
6336 SET (TY II) (15")(3:1)(C)	Base EA	7	\$1,250.00	\$1,000.00	\$1,100.00	\$1,114.29

6340 SET (TY) (15")(6:1)(C)	Base EA	3	\$1,500.00	\$1,200.00	\$1,220.00	\$1,533.33
6356 SET (TY II) (18")(RCP)(3:1)(C)	Base EA	4	\$1,000.00	\$1,200.00	\$1,100.00	\$1,350.00
6357 SET (TY II) (18")(RCP)(3:1)(P)	Base EA	2	\$1,000.00	\$1,200.00	\$1,100.00	\$17,375.00
6358 SET (TY) (18")(RCP)(4:1)(C)	Base EA	1	\$1,000.00	\$1,200.00	\$1,100.00	\$4,600.00
6362 SET (TY) (18")(RCP)(6:1)(C)	Base EA	1	\$1,100.00	\$1,400.00	\$1,220.00	\$1,450.00
6363 SET (TY) (18")(RCP)(6:1)(P)	Base EA	51	\$1,100.00	\$1,400.00	\$1,220.00	\$1,450.00
6395 SET (TY) (24")(6:1)(P)	Base EA	4	\$1,500.00	\$2,000.00	\$1,600.00	\$1,750.00
6006 ADJUST INLET (CAP)	Base EA	1	\$2,500.00	\$4,000.00	\$1,500.00	\$3,500.00
6007 ADJUST MANHOLES (CAP)	Base EA	5	\$2,500.00	\$4,000.00	\$3,020.00	\$3,500.00
6002 REMOV STR (INLET)	Base EA	1	\$350.00	\$500.00	\$1,000.00	\$800.00
6004 REMOV STR (SET)	Base EA	3	\$350.00	\$400.00	\$400.00	\$200.00
6007 REMOV STR (PIPE)	Base LF	3,022.00	\$10.00	\$20.00	\$6.00	\$6.00
6096 REMOV STR (WELL GATE)	Base EA	1	\$2,500.00	\$200.00	\$3,330.00	\$200.00
6901 REMOV STR (IRRIG. WELL)	Base EA	7	\$2,500.00	\$700.00	\$1,570.00	\$300.00
6001 MOBILIZATION	Base LS	1	\$2,000,000.00	\$1,980,000.00	\$1,551,500.00	\$901,500.00
6001 BARRICADES, SIGNS, AND TRAFFIC HANDLING	Base EA	30	\$2,500.00	\$4,000.00	\$5,000.00	\$3,800.00
6001 ROCK FILTER DAMS (INSTALL)(TY I)	Base LF	34	\$142.00	\$60.00	\$70.00	\$68.90
6011 ROCK FILTER DAMS (REMOVE)	Base LF	34	\$74.00	\$65.00	\$30.00	\$31.80
6021 CONSTRUCTION EXIT (INSTALL)(TY 2)	Base SY	1,404.00	\$15.00	\$18.00	\$10.00	\$20.00
6024 CONSTRUCTION EXIT (REMOVE)	Base SY	1,404.00	\$2.50	\$12.00	\$8.00	\$1.00
6031 FRONT END LOADER WORK (ERSN & SEDM CONT)	Base HR	12	\$100.00	\$80.00	\$180.00	\$1,200.00
6038 TEMP SEDMT CONT FENCE (INSTALL)	Base LF	3,723.00	\$3.00	\$4.50	\$4.00	\$4.50
6039 TEMP SEDMT CONT FENCE (REMOVE)	Base LF	3,723.00	\$1.10	\$1.50	\$1.00	\$1.32
6041 BIODEG EROSN CONT LOGS (12"DIA) INSTALL	Base LF	3,621.00	\$6.55	\$5.50	\$5.00	\$5.56
6043 BIODEG EROSN CONT LOGS REMOVE	Base LF	3,621.00	\$1.10	\$1.50	\$1.00	\$1.32
6002 PORT CTB (FURN & INST)(SNGL SLP)(TY 2)	Base LF	630	\$20.00	\$18.00	\$50.00	\$80.85
6050 PORT CTB (REMOVE)(SNGL SLP)(TY 2)	Base LF	630	\$10.00	\$8.00	\$20.00	\$22.00
6028 CONC CURB & GUTTER (TY B)(MOUNT)	Base LF	4,115.00	\$17.00	\$15.50	\$10.00	\$21.00
6030 CONC CURB & GUTTER (VALLEY GUTTER)	Base LF	363	\$50.00	\$50.00	\$90.00	\$70.00
6002 INTERSECTIONS (ACP)	Base SY	2,847.00	\$60.00	\$75.00	\$70.00	\$80.00
6004 DRIVEWAYS (CONC)	Base SY	561	\$95.00	\$50.00	\$100.00	\$120.00
6005 DRIVEWAYS (ACP)	Base SY	2,640.00	\$50.00	\$35.00	\$30.00	\$80.00
6001 CONC SIDEWALKS (4")	Base SY	1,025.00	\$55.00	\$45.00	\$50.00	\$80.00
6004 CURB RAMPS (TY 1)	Base EA	9	\$1,600.00	\$2,600.00	\$1,870.00	\$3,200.00
6010 CURB RAMPS (TY 7)	Base EA	19	\$1,850.00	\$2,600.00	\$1,860.00	\$3,200.00
6013 CURB RAMPS (TY 10)	Base EA	9	\$1,850.00	\$2,600.00	\$1,900.00	\$3,200.00
6001 MTL W-BEAM GD FEN (TIM POST)	Base LF	565	\$41.52	\$33.00	\$30.00	\$34.30
6005 TERMINAL ANCHOR SECTION	Base EA	2	\$1,789.00	\$2,500.00	\$2,630.00	\$1,461.00
6006 MTL BEAM GD FEN TRANS (THRIE-BEAM)	Base EA	1	\$2,297.00	\$3,000.00	\$3,160.00	\$2,157.00
6014 SHORT RADIUS	Base LF	150	\$824.66	\$125.00	\$130.00	\$504.13

6016 DOWNSTREAM ANCHOR TERMINAL SECTION	Base EA	1	\$1,590.00	\$1,500.00	\$1,580.00	\$2,928.00
6018 MTL BM GD FEN TRANS (NON-SYM)	Base EA	1	\$890.00	\$4,500.00	\$4,740.00	\$1,308.00
6001 REMOVE METAL BEAM GUARD FENCE	Base LF	2,653.00	\$4.50	\$3.50	\$4.00	\$3.00
6001 GUARDRAIL END TREATMENT (INSTALL)	Base EA	9	\$3,470.00	\$3,500.00	\$3,680.00	\$3,891.00
6003 GUARDRAIL END TREATMENT (REMOVE)	Base EA	5	\$275.00	\$750.00	\$790.00	\$500.00
6001 CRASH CUSH ATTEN (INSTL)	Base EA	23	\$36,327.98	\$33,600.00	\$36,060.00	\$32,125.00
6005 CRASH CUSH ATTEN (REMOVE)	Base EA	2	\$1,575.00	\$2,500.00	\$1,370.00	\$962.00
6011 MAILBOX INSTALL-S (TWW-POST) TY 4	Base EA	88	\$300.00	\$300.00	\$390.00	\$397.50
6012 MAILBOX INSTALL-D (TWW-POST) TY 4	Base EA	1	\$325.00	\$350.00	\$390.00	\$932.80
6152 IN RD IL (TY SA) 30S-4 (250W EQ) LED	Base EA	13	\$4,728.00	\$3,800.00	\$4,020.00	\$4,028.00
6214 IN RD IL (TY SA) 40T-8 (250W EQ) LED	Base EA	3	\$4,844.00	\$4,300.00	\$4,550.00	\$4,558.00
6215 IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	Base EA	87	\$5,771.50	\$5,200.00	\$5,500.00	\$5,512.00
6286 IN RD IL (TY SA) 50T-8 (400W EQ) LED	Base EA	32	\$5,245.50	\$5,000.00	\$5,290.00	\$5,300.00
6023 CONDT (PVC) (SCH 40)(2")	Base LF	24,930.00	\$9.10	\$10.00	\$10.00	\$10.60
6046 CONDT (PVC) (SCH 80)(2")	Base LF	1,215.00	\$9.63	\$16.00	\$20.00	\$16.93
6047 CONDT (PVC) (SCH 80)(2")(BORE)	Base LF	1,015.00	\$22.94	\$31.00	\$30.00	\$32.86
6058 CONDT (PVC) (SCH 80)(4")	Base LF	365	\$30.70	\$36.00	\$40.00	\$38.16
6059 CONDT (PVC) (SCH 80)(4")(BORE)	Base LF	975	\$39.94	\$47.00	\$50.00	\$49.82
6062 CONDT (RM) (3/4")	Base LF	250	\$17.12	\$21.00	\$20.00	\$22.26
6009 ELEC CONDR (NO. 6) BARE	Base LF	29,570.00	\$1.56	\$1.35	\$1.00	\$1.43
6010 ELEC CONDR (NO. 6) INSULATED	Base LF	54,540.00	\$1.83	\$1.45	\$2.00	\$1.54
6005 TRAY CABLE (4 CONDR) (12 AWG)	Base LF	1,145.00	\$3.42	\$2.40	\$3.00	\$2.54
6001 GROUND BOX TY A (122311)	Base LF	1	\$984.00	\$815.00	\$860.00	\$863.90
6002 GROUND BOX TY A (122311) W/ APRON	Base EA	21	\$1,039.00	\$1,045.00	\$1,110.00	\$1,107.70
6010 GROUND BOX TY D (162922) W/APRON	Base EA	4	\$1,061.00	\$1,700.00	\$1,800.00	\$1,802.00
6003 ZINC-COAT STL WIRE STRAND (3/8")	Base LF	455	\$2.38	\$2.40	\$3.00	\$2.54
6002 REMOVE ELECTRICAL SERVICES	Base EA	2	\$1,162.00	\$300.00	\$7,080.00	\$318.00
6045 ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	Base EA	5	\$10,236.00	\$6,700.00	\$320.00	\$7,102.00
6167 ELC SRV TY D 120/240 070(NS)AL(E)TP(O)	Base EA	1	\$5,619.00	\$4,400.00	\$4,650.00	\$4,664.00
6301 ELC SRV TY T 120/240 000(NS)GS(L)TS(O)	Base EA	4	\$3,318.00	\$2,400.00	\$2,540.00	\$2,544.00
6001 ALUMINUM SIGNS (TY A)	Base SF	96	\$32.00	\$32.00	\$50.00	\$30.00
6027 IN SM RD SN SUP&AM TY S80 (1) SA (P)	Base EA	119	\$735.00	\$735.00	\$730.00	\$737.23
6030 IN SM RD SN SUP&AM TY S80 (1) SA (T)	Base EA	16	\$850.00	\$850.00	\$780.00	\$810.90
6076 REMOVE SM RD SN SUP&AM	Base EA	76	\$186.87	\$100.00	\$100.00	\$265.00
6070 RELOCATE SM RD SN SUP & AM TY S80	Base EA	2	\$500.00	\$500.00	\$850.00	\$791.82
6014 INSTL DEL ASSM (D-SW) SZ (BRF) (CTB)(BI)	Base EA	20	\$20.00	\$20.00	\$640.00	\$15.90
6001 WK ZN PAV MRK NON-REMOVE (W) 4" (BRK)	Base LF	725	\$0.38	\$0.40	\$0.40	\$0.48
6004 WK ZN PAV MRK NON-REMOVE (W) 4" (SLD)	Base LF	25,734.00	\$0.38	\$0.40	\$0.40	\$0.48
6012 WK ZN PAV MRK NON-REMOVE (W) 8" (SLD)	Base LF	2,490.00	\$0.74	\$0.75	\$0.75	\$0.95
6016 WK ZN PAV MRK NON-REMOVE (W) 24" (SLD)	Base LF	382	\$7.50	\$7.50	\$0.75	\$8.27

6017 WK ZN PAV MRK NON-REMOVE (W) (ARROW)	Base EA	12	\$110.00	\$110.00	\$110.00	\$169.60
6029 WK ZN PAV MRK NON-REMOVE (W) (WORD)	Base EA	12	\$200.00	\$200.00	\$200.00	\$169.60
6032 WK ZN PAV MRK NON-REMOVE (Y) 4" (BRK)	Base LF	4,553.00	\$0.38	\$0.40	\$0.40	\$0.48
6034 WK ZN PAV MRK NON-REMOVE (Y) 4" (SLD)	Base LF	26,552.00	\$0.38	\$0.40	\$0.40	\$0.48
6048 WK ZN PAV MRK REMOVE (REFL) TY I-C	Base EA	162	\$5.00	\$5.00	\$5.00	\$4.45
6050 WK ZN PAV MRK REMOVE (REFL) TY II-A-A	Base EA	1,067.00	\$5.00	\$5.00	\$5.00	\$4.45
6063 WK ZN PAV MRK REMOVE (W) 4" (SLD)	Base LF	14,217.00	\$0.32	\$0.33	\$0.30	\$0.69
6075 WK ZN PAV MRK REMOVE (W) 24" (SLD)	Base LF	57	\$7.50	\$7.50	\$0.75	\$9.32
6080 WK ZN PAV MRK REMOVE (W) (ARROW)	Base EA	8	\$110.00	\$110.00	\$110.00	\$233.20
6090 WK ZN PAV MRK REMOVE (W) (WORD)	Base EA	8	\$200.00	\$200.00	\$200.00	\$233.20
6095 WK ZN PAV MRK REMOVE (Y) 4" (SLD)	Base LF	11,715.00	\$0.32	\$0.35	\$0.30	\$0.79
6109 WK ZN PAV MRK SHT TERM (TAB) TY W	Base EA	735	\$1.42	\$1.00	\$3.00	\$3.00
6111 WK ZN PAV MRK SHT TERM (TAB) TY Y-2	Base EA	5,632.00	\$1.24	\$1.00	\$3.00	\$3.00
6036 REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	Base LF	5,942.00	\$0.84	\$0.85	\$0.85	\$1.91
6048 REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	Base LF	2,618.00	\$7.50	\$7.50	\$8.00	\$10.39
6141 REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	Base LF	859	\$1.10	\$1.10	\$1.00	\$5.09
6306 RE PM W/ RET REQ TY I (W) 6" (BRK) (100MIL)	Base LF	1,459.00	\$0.66	\$0.67	\$0.65	\$1.27
6309 RE PM W/ RET REQ TY I (W) 6" (SLD) (100MIL)	Base LF	41,425.00	\$0.66	\$0.67	\$0.65	\$0.69
6318 RE PM W/ RET REQ TY I (Y) 6" (BRK) (100MIL)	Base LF	9,791.00	\$0.66	\$0.67	\$0.65	\$0.79
6321 RE PM W/ RET REQ TY I (Y) 6" (SLD) (100MIL)	Base LF	55,528.00	\$0.66	\$0.67	\$0.65	\$0.76
6077 PREFAB PAV MRK TY C (W)(ARROW)	Base EA	28	\$150.00	\$150.00	\$150.00	\$254.40
6085 PREFAB PAV MRK TY C (W)(WORD)	Base EA	28	\$250.00	\$250.00	\$250.00	\$275.60
6007 REFL PAV MRKR TY I-C	Base EA	367	\$5.00	\$5.00	\$5.00	\$4.45
6009 REFL PAV MRKR TY II-A-A	Base EA	1,781.00	\$5.00	\$5.00	\$5.00	\$3.82
6001 ELIM EXT PAV MRK & MRKS (4")	Base LF	725	\$1.00	\$1.00	\$1.00	\$1.70
6001 INSTALL HWY TRF SIG (FLASH BEACON)	Base EA	4	\$11,516.00	\$2,800.00	\$2,960.00	\$2,968.00
6002 INSTALL HWY TRF SIG (ISOLATED)	Base EA	1	\$34,805.00	\$27,500.00	\$29,080.00	\$29,150.00
6004 REMOVING TRAFFIC SIGNALS	Base EA	2	\$4,808.00	\$2,300.00	\$2,430.00	\$2,438.00
6001 VEH SIG SEC (12")LED(GRN)	Base EA	8	\$245.00	\$290.00	\$310.00	\$307.40
6002 VEH SIG SEC (12")LED(GRN ARW)	Base EA	2	\$245.00	\$290.00	\$310.00	\$307.40

6003 VEH SIG SEC (12")LED(YEL)	Base EA	24	\$245.00	\$290.00	\$310.00	\$307.40
6004 VEH SIG SEC (12")LED(YEL ARW)	Base EA	4	\$245.00	\$290.00	\$310.00	\$307.40
6005 VEH SIG SEC (12")LED(RED)	Base EA	24	\$245.00	\$290.00	\$310.00	\$307.40
6006 VEH SIG SEC (12")LED(RED ARW)	Base EA	2	\$245.00	\$290.00	\$310.00	\$307.40
6018 PED SIG SEC (LED) (COUNTDOWN)	Base EA	8	\$621.50	\$550.00	\$580.00	\$583.00
6021 BACK PLATE (12")(1 SEC)	Base EA	32	\$139.00	\$83.00	\$90.00	\$87.98
6049 BACK PLATE W/REFL BRDR (4 SEC)	Base EA	2	\$234.00	\$170.00	\$180.00	\$180.20
6060 BACKPLATE W/REFL BRDR (3SEC)	Base EA	8	\$173.00	\$145.00	\$150.00	\$153.70
6010 TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	Base LF	2,850.00	\$2.60	\$2.40	\$3.00	\$2.54
6012 TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	Base LF	1,440.00	\$3.46	\$2.50	\$3.00	\$2.65
6080 TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	Base LF	4,810.00	\$1.45	\$2.00	\$2.00	\$2.12
6020 INS TRF SIG PL AM (S) STR (TY D) LUM	Base EA	8	\$10,295.00	\$11,400.00	\$12,050.00	\$12,084.00
6041 INS TRF SIG PL AM (S) 1 ARM (40')	Base EA	2	\$11,747.00	\$12,600.00	\$13,320.00	\$13,356.00
6043 INS TRF SIG PL AM (S) 1 ARM (40') LUM	Base EA	2	\$12,774.00	\$13,800.00	\$14,590.00	\$14,628.00
6001 PED POLE ASSEMBLY	Base EA	8	\$2,675.00	\$2,200.00	\$2,330.00	\$2,332.00
6001 PED DETECT PUSH BUTTON (APS)	Base EA	8	\$736.00	\$780.00	\$820.00	\$826.80
6003 PED DETECTOR CONTROLLER UNIT	Base EA	1	\$3,537.00	\$4,320.00	\$4,570.00	\$4,579.20
6004 VEH LP DETECT (SAWCUT)	Base LF	2,100.00	\$16.56	\$15.00	\$20.00	\$15.90
6001 IRRIG GATE (18")	Base EA	2	\$9,000.00	\$8,000.00	\$8,000.00	\$8,273.00
6006 IRRIG GATE (24")	Base EA	2	\$9,500.00	\$9,000.00	\$8,620.00	\$8,755.00
6012 IRRIG GATE (12")	Base EA	1	\$7,500.00	\$6,000.00	\$5,950.00	\$5,633.00
6901 IRRIG FARM OUTLET	Base EA	4	\$5,500.00	\$6,000.00	\$5,560.00	\$3,799.00
6902 IRRIG WELL (42")	Base EA	3	\$12,500.00	\$8,000.00	\$15,370.00	\$15,000.00
6001 PRSSR IRRIG PVC PIPE (18")	Base LF	331	\$145.00	\$180.00	\$100.00	\$81.49
6002 PRSSR IRRIG PVC PIPE (24")	Base LF	578	\$125.00	\$185.00	\$110.00	\$112.53
6006 PRSSR IRRIG PVC PIPE (15")	Base LF	178	\$135.00	\$130.00	\$80.00	\$72.31
6901 PRSSR IRRIG PVC PIPE (21")	Base LF	142	\$150.00	\$190.00	\$110.00	\$102.02
6036 D-GR HMA TY-D SAC-A PG 64-22	Base TON	3,198.00	\$110.00	\$105.00	\$120.00	\$121.63
6049 D-GR HMA TY-D SAC-A PG 76-22	Base TON	21,973.00	\$115.00	\$112.00	\$130.00	\$200.12
6001 DRIVER FEEDBACK SPEED SIGN ASSM (SOLAR)	Base EA	1	\$5,845.00	\$7,500.00	\$10,930.00	\$14,000.00
6001 RC LOW HEAD PRSSR PIPE (CL III)(18")	Base LF	76	\$350.00	\$60.00	\$90.00	\$75.00
6003 RC LOW HEAD PRSSR PIPE (CL III)(24")	Base LF	4	\$1,000.00	\$150.00	\$530.00	\$126.00
6027 RC LOW HEAD PRSSR PIPE (CL III)(12")	Base LF	4	\$645.00	\$150.00	\$540.00	\$84.25
6028 RC LOW HEAD PIPE (CL III)(60")	Base LF	212	\$350.00	\$580.00	\$380.00	\$296.96
6901 RC LOW HEAD PIPE (CL III)(72")	Base LF	260	\$450.00	\$600.00	\$470.00	\$396.55
6902 RC LOW HEAD PIPE (CL III)(21")	Base LF	4	\$1,000.00	\$200.00	\$530.00	\$126.00
6002 GEOGRID BASE REINFORCEMENT (TY II)	Base SY	158,633.00	\$1.25	\$1.18	\$2.00	\$2.38
6001 PRECAST CONC WHEEL STOPS (FURN & INSTL)	Base EA	116	\$280.00	\$100.00	\$60.00	\$400.00
1 PEDESTRIAN RAIL (INSTL)	Base LF	5,981.00	\$150.00	\$112.00	\$115.00	\$154.80



Local Government Project Development & Delivery Checklist

Project CSJ#: 0921-02-499, 0921-02-363, and 0921-02-491

Local Government: City of Pharr

Project Info: "I" Road

TxDOT District: Pharr (21)

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (insert name below):	LG Date Verified	Task Completion Verified By TxDOT (insert name below):	TxDOT Date Verified
8	Letting and Award						
8.2	Letting						
8.2.2	Letter of Authority						
1	All items from Checklist section 7.6.2 'Submittal of Final PS&E' have been provided and approved.		Yes	Maria Rangel	4/18/2024		
2	Federal Project Authorization Agreement (FPAA) request created by FIN-LM.		By Others	Maria Rangel	4/18/2024		
3	Signed FPAA received. Confirm FPAA matches AFA on funding amount and percentages.		By Others	Maria Rangel	4/18/2024		
4	FHWA approves Letter of Authority on federal-oversight projects.		By Others	Maria Rangel	4/18/2024		
5	District issues State Letter of Authority.		By Others	Maria Rangel	4/18/2024		
6	Signed Plans Title Sheet and copies of LOA and FPAA sent by District to LG giving authorization to advertise.		Yes	Maria Rangel	4/18/2024		
8.2.3	Advertising						
1	TxDOT (or FHWA, if it has oversight) authorization prior to advertisement.		Yes	Maria Rangel	4/18/2024		
2	Documentation supporting minimum 3 weeks (21 days) in advance of bid opening.		Yes	Maria Rangel	4/18/2024		
3	Documentation that advertisement informed potential bidders of place and time bids are to be opened and read.		Yes	Maria Rangel	4/18/2024		
4	Documentation supporting newspaper advertisements started after LOA and at least 3 weeks prior to bid opening and ran		Yes	Maria Rangel	4/18/2024		
8.2.4	Distribution of Bid Documents						
1	Verify approved bid documents were available at least 3 weeks prior to bid opening.		Yes	Maria Rangel	4/18/2024		
2	LG ensures plans and specifications are not furnished to federal suspended or debarred bidders or TxDOT debarred bidders.		Bidding documents are available to anyone who creates an account on ProcureWare	Maria Rangel	4/18/2024		
8.2.5	Addenda						
1	TxDOT (or FHWA, if it has oversight) approval of all addenda prior to release to bidders.		Yes	Maria Rangel	4/18/2024		
2	Assurance all addenda made available to all bidders.		Yes	Maria Rangel	4/18/2024		
3	Bidders must acknowledge receipt of all addenda in their bids.		Yes	Maria Rangel	4/18/2024		
8.2.6	Bid Opening and Tabulation						
1	Verify all bids were sealed and filed with the LG and opened in a public meeting; bidders were not prohibited from attending the public meeting; and all bids were opened and publicly read in the presence of the meeting attendees at time and location listed in advertisement.		Yes	Maria Rangel	4/18/2024		
2	Verify all unit prices are provided and mathematical extensions are correct in bid tabulations.		Yes	Maria Rangel	4/18/2024		
3	Verify bidder provided documentation of railroad insurance, if applicable.		NA	Maria Rangel	4/18/2024		
4	Receive lobbying certification form from bidder.		Yes	Maria Rangel	4/18/2024		



Local Government Project Development & Delivery Checklist

Project CSJ#: 0921-02-499, 0921-02-363, and 0921-02-491

Local Government: City of Pharr

Project Info: "I" Road

TxDOT District: Pharr (21)

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (insert name below):	LG Date Verified	Task Completion Verified By TxDOT (insert name below):	TxDOT Date Verified
5	Verify Child Support Statement certification and Business Ownership form (list of names and Social Security numbers of all		Yes	Maria Rangel	4/18/2024		
8.2.7	Bid Analysis						
1	LG checks to verify contractor is not debarred as part of the bid tabulation process.		Yes	Maria Rangel	4/18/2024		
2	LG ensures all bidders submit a non-collusion statement. If bidder fails to submit statement, its bid may not be opened, read and considered for contract award. Retain statement for all bidders.		Yes	Maria Rangel	4/18/2024		
3	Check submitted bids or proposal for compliance with reasons that make a proposal non-responsive. Do not consider non-		Yes	Maria Rangel	4/18/2024		
4	LG verifies all addenda have been acknowledged.		Yes	Maria Rangel	4/18/2024		
5	If bid list is changed by addenda, LG verifies that correct bid list is submitted.		Yes	Maria Rangel	4/18/2024		
6	If bid list is changed by addenda, LG verifies the engineer's final estimate is correct for comparison.		Yes	Maria Rangel	4/18/2024		
7	LG verifies all required forms are submitted and all required pages are signed.		Yes	Maria Rangel	4/18/2024		
8	Prepare a written analysis and evaluation of bids.		Yes	Maria Rangel	4/18/2024		
9	Determination of lowest responsible/responsive bidder.		Yes	Maria Rangel	4/18/2024		
8.3	Contract Award						
8.3.2	Concurrence in Award						
1	Request for TxDOT Concurrence Letter submitted to TxDOT for processing.		Yes	Maria Rangel	4/18/2024		
2	Submit the following information to the district for concurrence:			Maria Rangel	4/18/2024		
	a. Letter of recommendation from the LG and engineer.		Yes	Maria Rangel	4/18/2024		
	b. Bid analysis and tabulation with all bids and engineer's estimate.		Yes	Maria Rangel	4/18/2024		
	c. Documentation of minimum 21-day advertising period.		Yes	Maria Rangel	4/18/2024		
	d. Verification the contractor is not currently debarred from receiving federal- or state-funded contracts.		Yes		4/18/2024		
	e. Documentation of contractor's DBE Plan; LG must review DBEs for debarment and certification status and submit to District for review and approval.		Yes	Maria Rangel	4/18/2024		
	f. Other information required to support LG's recommendation.		Yes	Maria Rangel	4/18/2024		
3	The district seeks concurrence from TxDOT Construction Division. CST will need the following:		By Others	Maria Rangel	4/18/2024		
	a. District recommendation memo.		By Others	Maria Rangel	4/18/2024		
	b. LG submissions a. and b. provided by LG from Checklist Item 8.3.2.2 above.		By Others	Maria Rangel	4/18/2024		
	c. TxDOT's State Letter of Authority.		By Others	Maria Rangel	4/18/2024		
	d. FPAA for each CSJ, if multiple, and if federally funded.		By Others	Maria Rangel	4/18/2024		
	e. The completed PS&E phase and Letting and Award phase sections of this Checklist.		By Others	Maria Rangel	4/18/2024		
	f. The LG's certification statements for ROW, Utilities, and Railroad.		By Others	Maria Rangel	4/18/2024		
4	CST makes a recommendation to the Deputy Executive Director; provides approval memo to District.		By Others	Maria Rangel	4/18/2024		
5	LG obtains official concurrence document from District prior to execution of contract.		Pending	Maria Rangel	4/18/2024		



**Local Government (LG) Project Disadvantaged
Business Enterprise (DBE) Compliance Monitoring Checklist**
(To be completed by the LG)

Form 2658
(Rev. 04/19)
Page 1 of 5

Project No./CSJ: 0921-02-499, -363, and -491

Prime Contractor: IOC Company LLC

County: Hidalgo

Contract Amount*: 20969362

LG Entity: City of Pharr

DBE Goal (dollar amount)*: 1677549

LG Representative's Name: Ruben Alfaro, P.E.

DBE Percent*: 8

LG Representative's Title: City Engineer

Total DBE Committed Amount*: 1781150

**Enter numbers only.*

Pre-Award Project Checklist

1. Did the apparent low bidder submit their DBE commitment information with their bid or within the time frame as required in the DBE Special Provision? ☒ Yes ☐ No
2. Prior to award, was the contractor's DBE participation plan reviewed and approved to ensure the contract goal will be satisfied in accordance with provisions in the bid document? ☒ Yes ☐ No
3. Has the contractor's DBE participation plan been approved? ☒ Yes ☐ No
4. Is the established project goal, as set by TxDOT, included in the contract? ☒ Yes ☐ No

Please attach a copy of the contract.

If no, please explain.

5. Is the DBE Special Provision included in the contract? ☒ Yes ☐ No
6. Are the DBE Commitment Agreements (Form SMS.4901, SMS.4901-M/S, 2660, or equivalent LG form) on file? ☒ Yes ☐ No

Please attach copies of the DBE Commitment Agreement forms.

If no, please explain.

7. Are the DBE Commitment Agreements (Form SMS.4901, SMS.4901-M/S, 2660, or equivalent LG form) signed by both the prime and the DBE? ☒ Yes ☐ No

If no, please explain.

8. Has the contractor submitted enough DBE participation to meet the goal or provided adequate documentation of Good Faith Efforts (GFE) (Form 2603, or equivalent LG form) to obtain DBE participation even if the contractor was not successful? ☒ Yes ☐ No

Attach approval of the contractor's GFE.

If no, please explain.

9. Are all DBEs certified under the Texas Unified Certification Program (TUCP)? ☒ Yes ☐ No

Provide a copy of the TUCP printout including the date the verification was done.

If no, please explain.

10. Do the North American Industry Classification System (NAICS) codes of all the DBE firms working on the project correspond with the work the DBEs are performing? ☒ Yes ☐ No

If no, the DBE's participation cannot count towards the DBE goal.

Post-Award Contract Checklist

Subcontracts

1. Were all fully executed (signed) subcontracts for all DBE firms that were committed to by the prime contractor collected? ☐ Yes ☐ No
2. Were the subcontracts reviewed to ensure the firms' scope of work is consistent with or exceeded what was committed at the pre-award stage? ☐ Yes ☐ No
3. Were the following Special Provisions included in subcontractors' agreements?

☐ Yes ☐ No | Disadvantaged Business Enterprise in Federal Aid Contracts (000-394L and 002-011L)
☐ Yes ☐ No | Measurement and Payment (Item 9L)
4. Was the DBE certified at the time the subcontract was executed? ☐ Yes ☐ No
5. Is the subcontract amount the same as or greater than the commitment amount? ☐ Yes ☐ No

Joint Checks

1. Were there any joint check arrangements between the prime contractor and the DBE? ☐ Yes ☐ No
If yes, please answer questions 2-5 below. If no, continue to the Monthly Progress Reports section.
2. Was the DBE Joint Check Approval (Form 2178, or equivalent LG form) and the document from the material supplier denying the DBE credit received? ☐ Yes ☐ No
3. Was a letter provided to the contractor approving or denying the joint check agreement? ☐ Yes ☐ No
4. Was the joint check agreement signed by all parties (prime contractor, DBE and supplier)? ☐ Yes ☐ No
5. Were cancelled joint checks reviewed? ☐ Yes ☐ No

Monthly Progress Reports

The contractor must submit DBE Monthly Progress Reports (Form SMS.4903, or equivalent LG form) after work begins. Firms utilizing trucking must also submit Form 2371, or equivalent LG form. These reports are due within 15 days after the end of the calendar month. The prime contractor must report 100% of the payments made to DBE Regular Dealers, but only 60% of the payment will count towards the goal.

1. Have you received and reviewed the monthly DBE progress reports? ☐ Yes ☐ No

If no, please explain.

2. Were race-neutral DBEs added and reported on the monthly progress report forms? ☐ Yes ☐ No
3. Did any change orders affect DBE participation? ☐ Yes ☐ No
4. Did this result in a goal shortfall? ☐ Yes ☐ No

Commercially Useful Function

1. Have Commercially Useful Function (CUF) reviews been conducted? ☐ Yes ☐ No
2. Were CUF reviews conducted for all DBE firms participating on the project, including those not used to meet the project's DBE goal (race-neutral DBEs)? ☐ Yes ☐ No
3. Are the DBEs performing a CUF? ☐ Yes ☐ No
4. Has goal credit been denied? ☐ Yes ☐ No
5. Are additional GFEs required as the result of a CUF review? ☐ Yes ☐ No

Termination/Substitution

A contractor's request to default or substitute a committed DBE requires prior written consent by the LG. The LG may provide written consent only if the contractor has good cause.

1. Has the contractor requested to terminate or substitute a committed DBE? ☐ Yes ☐ No
If yes, please answer questions 2-8 and attach documentation. If no, continue to the Prompt Payment section.
2. Was the contractor's request approved? ☐ Yes ☐ No
3. The contractor must give the DBE 5 days to respond to the notice to terminate or substitute the firm. Has the contractor notified the DBE? ☐ Yes ☐ No
4. Has the DBE responded to the notification? ☐ Yes ☐ No
5. Did the prime, its affiliate, or another firm perform the work of the committed DBE prior to receiving written consent? ☐ Yes ☐ No
If yes, any work self-performed by the prime or its affiliate cannot be used toward goal credit.
6. Is additional DBE participation required to meet the goal? ☐ Yes ☐ No
7. In the event that a shortfall took place, was GFE documentation from the prime contractor collected? ☐ Yes ☐ No
8. Is the Termination/Substitution (Form 2228, or equivalent LF form) on file? ☐ Yes ☐ No

Prompt Payment

1. Prompt Payment pertains to **ALL** firms, not just DBEs. Did you ensure that all DBE firms were paid promptly (within 10 days of payment to the prime contractor) by collecting and reviewing Prompt Payment Certification (Form 2177)? ☐ Yes ☐ No
Please attach a copy of the completed Form 2177, or equivalent LG form.

If no, please explain.

2. Has the prime contractor withheld payment from any subcontractor or supplier? ☐ Yes ☐ No

3. If payment was withheld from a subcontractor or supplier, has the issue been resolved? ☐ Yes ☐ No

If no, please explain.

4. Were random reviews conducted to verify prompt payment (collecting and reviewing DBE invoices and corresponding cancelled checks or other proof of payment such as bank statements, electronic fund transfer, etc.)? ☐ Yes ☐ No

Post-Construction Checklist

The prime contractor must submit the DBE Final Report (Form SMS.4904, or equivalent LG form) to the LG the month after work is completed. The form must be kept in the project records.

1. Has the DBE Final Report been submitted? ☐ Yes ☐ No

If no, please explain.

2. Is there a goal shortfall? ☐ Yes ☐ No

If yes, please explain.

3. Have all the DBE firms been paid? ☐ Yes ☐ No

If no, please explain.

Printed Name of LG Representative

Title

Signature of LG Representative

Date

Review Findings (to be completed by TxDOT district staff)

The LG has 10 days to provide any documents identified above that were not available at the time of the checklist submission. Failure or refusal to submit these documents may result in a determination of noncompliance.

Printed Name of TxDOT Reviewer

Title

Signature of TxDOT Reviewer

Date



600 W. Interstate 2, Pharr, Texas 78577
956.702.6100
txdot.gov

May 17, 2024

Honorable Ambrosio Hernandez
Mayor
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: "I" Road Project
CSJ: 0921-02-499, 0921-02-363, 0921-02-491
Award Contract

Dear Mayor Hernandez,

We have completed our review of the bid package and analysis that was included with the City of Pharr letter dated April 19, 2024, and we do concur with awarding the contract to IOC Company, LLC with their low bid amount of \$20,969,361.63. The City of Pharr may now award the contract and move forward with construction operations.

Jose Luis Lozano, P.E. out of the Pharr Area Office will serve as our construction project manager and your point of contact from this point forward. Please work directly with him to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Pharr will need to follow can be found at <http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>.

If you have any questions, feel free to call me or our Advanced Project Delivery Supervisor, Margil Maldonado, Jr., P.E. at (956) 702-6134.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Pedro R. Alvarez".

57124633522DA44B0
Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:

Dr. Jonathan B. Flores, City Manager, City of Pharr
Ruben Alfaro, P.E., City Engineer, City of Pharr
Maria Rangel, P.E., Assistant City Engineer, RPIC, City of Pharr
Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District TP&D Director
Hector E. Siller, P.E., P.M.P., Pharr Area Engineer
Margil Maldonado Jr., P.E. Pharr District Advanced Project Delivery Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager, Advanced Project Delivery Section

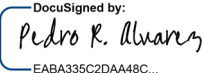
Certificate Of Completion

Envelope Id: 659785BA79194C9A958C41DDFBD8D02D	Status: Completed
Subject: Complete with DocuSign: 0921-02-499 etc_I Road Award Contract.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Margil Maldonado Jr
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	margil.maldonado@txdot.gov
	IP Address: 204.64.21.234

Record Tracking

Status: Original	Holder: Margil Maldonado Jr	Location: DocuSign
5/17/2024 8:24:35 AM	margil.maldonado@txdot.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: DocuSign

Signer Events

Signature	Timestamp
DocuSigned by:  EABA335C2DAA48C...	Sent: 5/17/2024 8:30:26 AM Viewed: 5/17/2024 8:31:46 AM Signed: 5/17/2024 8:31:49 AM
Pedro R. Alvarez Pedro.Alvarez@txdot.gov District Engineer Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	Signature Adoption: Pre-selected Style Using IP Address: 204.64.21.251

Electronic Record and Signature Disclosure:
Accepted: 3/22/2016 1:43:57 PM
ID: f7d59b56-012b-4500-b95f-203254d600bd

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Beethoven Garcia Beethoven.Garcia@txdot.gov Transportation Engineer TxDOT Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 5/17/2024 8:30:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Eduardo Saenz Eduardo.Saenz@txdot.gov Transportation Engineer Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 5/17/2024 8:30:27 AM Viewed: 5/17/2024 8:32:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Hector Siller Hector.Siller@txdot.gov Pharr Area Engineer TxDOT Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/17/2024 8:30:27 AM
Norma Garza Norma.Garza@txdot.gov Director of TP&D Texas Department of Transportation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/17/2024 8:30:28 AM
Rex Costley Rex.Costley@txdot.gov Deputy District Engineer TxDOT Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/17/2024 8:30:28 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2024 8:30:28 AM
Certified Delivered	Security Checked	5/17/2024 8:31:46 AM
Signing Complete	Security Checked	5/17/2024 8:31:49 AM
Completed	Security Checked	5/17/2024 8:31:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.C.

DATE SUBMITTED: July 9, 2024

MEETING DATE: July 15, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 6 with International Consulting Engineers (ICE) for an additional 152 working days for the FY15 DAP Northbound Lanes & 2nd BSIF Exit Project. **(CSJ 0921-02-385 & CJS 0921-02-383).**

Classification: Regular

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

Issue: Change Order No. 6 is for 152 additional working days due to delivery and production delays of the generator and automatic transfer switch (ATS). The manufacturer(s) of the generator failed to meet their original ship date. The original ship date was July 10, 2023, but then it was delayed to August 8, 2023. It was further delayed by the manufacturer later in 2023 to March 5, 2024. The final component (ATS) was received on March 11, 2024. Furthermore, the contractor provided evidence that both the generator and ATS were ordered with ample lead time, and the delays were out of their control. As a result, GSA would not accept the project as substantially complete until both components were installed and commissioned.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Change Order No. 6 to International Consulting Engineers (ICE) for an additional 152 working days for the FY15 DAP Northbound Lanes & 2nd BSIF Exit Project. **(CSJ 0921-02-385 & CJS 0921-02-383).**

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Ruben Alfaro
Mayra Gomez
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 7/9/2024
Approved - 7/11/2024
Approved - 7/11/2024
Approved - 7/12/2024
Approved - 7/12/2024
Final Approval - 7/12/2024



CHANGE ORDER

Contractor: International Consulting Engineers (ICE) Change Order No.: 6

Project: Northbound Lanes Expansion & 2nd BSIF Exit Date: 6/25/2024

CSJ 0921-02-0385 & CSJ 0921-02-383

Notice to Proceed Date: 8-Sep-20 Change Order Amount: \$0.00

You are directed to make the following changes in the Contract Documents:

1. Change Proposal #29 - 152 Additional working days due to delivery and production delays of the Generator and Automatic Transfer Switch (ATS).

Reason for Change Order:

1. Change Proposal # 29 - The manufacturer(s) of the generator and ATS failed to meet their original ship date. The original ship date was July 10, 2023, but it was then delayed to August 8, 2023, due to product line capacity. It was further delayed by the manufacturer later in 2023 to March 5, 2024. The final component (ATS) was received on March 11, 2024. Furthermore, the contractor provided evidence that both the generator and ATS were ordered with ample lead time, and the delays were out of their control. As a result, GSA would not accept the project as substantially complete until both components were installed and commissioned.

Notes:

* Amount to be added to the Northbound Lane contract.

**Amount to be added to the 2nd BSIF Exit contract.

	Contract Price	Contract Time (Working Days)
Original Contract:	\$ 7,946,724.38	Current Completion Date: 12-Sep-23
Previous Change Orders: (+/-)	\$ 701,210.26	Additional Days: 152
This Change Order: (+/-)	\$ -	Revised Completion Date: 23-Apr-24
Revised Contract Amount:	\$ 8,647,934.64	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor	Authorized Signature	Date
Recommended:		06/26/24
Carlos Del Angel, PMP, CCM	Authorized Signature	Date
Project Engineer/Architect/Manager		
Ruben Alfaro, P.E.	Authorized Signature	Date
City Engineer		
Approved:		
City Manager	Authorized Signature	Date



City of Pharr
Northbound Lane Expansion and 2nd BSIF Exit
Change Proposal #29
Additional Working Days Requested due to Generator ATS Delay

Prepared: June 12, 2024

CONSTRUCTION		QTY.	UNIT		TOTAL
1. Northbound Lane Expansion & 2nd BSIF Exit:					
1.1. Additional Working Days					
A.	Additional Working Days Requested due to Delay on Generator & ATS Production.	152	days		152
					0
					0
					0
					0
					0
					0
					0
					0
					0
Sub-Total Additional Working Days Requested:					152
Grand Total		152			

Notes:

1 Please see sample documentation of ICE's continued coordination and persistence to try and pressure supplier.

Working Days Calculator: Business Days Between Two Dates

How many business days or non-working days are there between two dates, including or excluding weekends or [public holidays](#)?

Count Days Add Days **Workdays** Add Workdays Weekday Week No

From and including: **Tuesday, September 12, 2023**
To and including: **Tuesday, April 23, 2024**
Excluding Weekends and public holidays
in **United States – Texas**. [Change Country](#) / [Change State](#)

Result: 149 days
+ 3 (Non Federal Holidays)
152 Total Days

- 225 calendar days – 76 days skipped:**
- Excluded 32 Saturdays**
- Excluded 32 Sundays**
- Excluded 12 holidays:**
- ~~Yom Kippur (Monday, September 25, 2023)~~
 - Columbus Day (Monday, October 9, 2023)
 - Veterans Day (Friday, November 10, 2023)
 - Thanksgiving Day (Thursday, November 23, 2023)
 - Day After Thanksgiving (Friday, November 24, 2023)
 - Christmas Day (Monday, December 25, 2023)
 - ~~Day After Christmas Day (Tuesday, December 26, 2023)~~
 - New Year's Day (Monday, January 1, 2024)
 - Martin Luther King Jr. Day (Monday, January 15, 2024)
 - ~~Confederate Heroes' Day (Friday, January 19, 2024)~~
 - Presidents' Day (Monday, February 19, 2024)
 - Good Friday (Friday, March 29, 2024)

September 2023						
13 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
21 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023–March 2024	
November 2023: 19 days included	
December 2023: 19 days included	
January 2024: 20 days included	
February 2024: 20 days included	
March 2024: 20 days included	

April 2024						
17 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

☐ = Not included in results (Skipped) ☒ = First day included (Sep 12, 2023) ☒ = Last day included (Apr 23, 2024)



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: **Wednesday, October 5, 2022**
Company: Jimenez Engineering Solutions, LLC
Attention: Vivian Gonzalez
Quote Number: 100522-001 VA
Reference: Pharr/Reynosa Bridge Generator 09-2022 UPDATE

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac SG100 100kW Natural Gas Generator	
Generac 200Amp Bypass Isolated Automatic Transfer Switch	
ASCO 4100 Load Bank	
2 Year Genset Maintenance Agreement	
Total	

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 100 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/- 0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Dual Drawout Design
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 4X Enclosure
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
 - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
 - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
 - Test Pushbutton
 - Contacts for Go to Emergency (S2)
 - MODBUS Communication
 - Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
 - Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- 41A - 100W Space Heater with Adjustable Thermostat
- 29D - Dual ATS Bypass
- 80A - Emergency Inhibit Terminal Blocks
- 22 - Ground Bus with Provisions for Neutral
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- 61C - Power Loss Buffer
- 59A - Silver-Plated Bus
- 61B - UPS 120VAC Ready, Terminal Block



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Sales Tax is NOT Included.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms & Conditions.
- Quotation is valid for 30 days.

Current estimated lead time is 38 to 48 weeks from release to order by WPI Credit department. All lead times are updated periodically and are subject to change.

Taxable customers are subject to 1.5% Diesel Surcharge Tax on diesel units 50 HP and up.

Best Regards,

Virgilio E. Aniceto
New Unit Sales - Power Generation
Waukesha-Pearce Industries
Mobile: 956-272-2784
Email: virgilio.aniceto@wpi.com
www.wpi.com

Accepted:

Print Name

Signature

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

From: [Virgilio Aniceto](#)
To: [Hugo](#); [Vivian Gonzalez](#)
Subject: RE: Quote
Date: Monday, October 17, 2022 10:12:39 AM
Attachments: [image001.png](#)
[image002.wmz](#)
[image004.png](#)
[image005.wmz](#)
[image008.png](#)
[image010.png](#)
[image013.png](#)
[image015.png](#)
[image017.png](#)
[image019.png](#)
[image020.wmz](#)
[image030.png](#)
[image031.wmz](#)
[image033.png](#)
[image003.png](#)
[image006.png](#)
[image016.png](#)
[image023.png](#)
[image025.png](#)
[image026.png](#)

CAUTION: This email is originated from outside the International Consulting Engineers network. Do not click links, reply or open attachments unless you recognize the sender and know the content is safe.

Good morning Hugo. The generator order has been placed. The current estimated ship date is July 10, 2023. Feel free to contact me with any questions.

Thank you.

Virgilio E. Aniceto

New Unit Sales - Power Generation

virgilio.aniceto@wpi.com

Cell: 956.272.2784

WPI – A Pearce Industries Company

www.wpi.com



Join our LinkedIn page [WPI](#) to receive updates on your mobile device.

From: Hugo <hugo@icengineers.net>

Sent: Saturday, October 15, 2022 8:27 AM

To: Virgilio Aniceto <virgilio.aniceto@wpi.com>; Vivian Gonzalez <vivian@icengineers.net>

Subject: RE: Quote

Good Morning Virgilio

Hope all is well my friend. When you get a chance can you send me an email just stating that generator/ats has been ordered, anticipated to be here around XXXXX 2023.

Thanks

Hugo

From: Virgilio Aniceto <virgilio.aniceto@wpi.com>
Sent: Wednesday, October 5, 2022 3:30 PM
To: Vivian Gonzalez <vivian@icengineers.net>
Cc: Hugo <hugo@icengineers.net>
Subject: RE: Quote

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Good afternoon. Attached is the quote requested. I have updated to reflect Jimenez Engineering. My apologies for the delay. I was waiting on the vendor to confirm if he would keep the same pricing. He has approved extra days as a courtesy. Feel free to contact me with any questions. Thank you.

Virgilio E. Aniceto
New Unit Sales - Power Generation
virgilio.aniceto@wpi.com
Cell: 956.272.2784
WPI – A Pearce Industries Company
www.wpi.com



Join our LinkedIn page [WPI](#) to receive updates on your mobile device.

From: Vivian Gonzalez <vivian@icengineers.net>
Sent: Tuesday, October 4, 2022 1:59 PM
To: Virgilio Aniceto <virgilio.aniceto@wpi.com>
Cc: Hugo <hugo@icengineers.net>
Subject: RE: Quote

Good afternoon Virgilio,

We already have an account under Jimenez Engineering Solutions, LLC. This is our legal name. Please proceed to do it under that name.

Let me know if you need anything from me to proceed.

From: [Hugo](#)
To: [Hector Flores](#); [Carlos Del Angel](#); [Moises Beas](#); [Rolando Ayala](#)
Subject: Generator Update
Date: Monday, March 6, 2023 12:06:00 PM
Attachments: [image001.png](#)
[image003.wmz](#)
[image011.wmz](#)
[image024.wmz](#)
[image027.wmz](#)
[image007.wmz](#)
[image002.png](#)
[image003.png](#)

Good Morning

Received this morning an update on shipping dates for Generator and ATS. Looks like Generator is on schedule. ATS will be too as long as it does not slip any further.

Thanks

Hugo

From: Virgilio Aniceto <virgilio.aniceto@wpi.com>
Sent: Monday, March 6, 2023 10:36 AM
To: Hugo <hugo@icengineers.net>; Vivian Gonzalez <vivian@icengineers.net>
Cc: daniel <daniel@edconbuilders.com>
Subject: RE: Quote

CAUTION: This email is originated from outside the International Consulting Engineers network. Do not click links, reply or open attachments unless you recognize the sender and know the content is safe.

Good morning. Just a quick update on estimated ship date. The generator is currently at an estimated ship date of 5/19/2023. The bypass isolation ATS is at 8/28/2023. Feel free to contact me with any questions. Thank you, and have a great day.

Virgilio E. Aniceto
New Unit Sales - Power Generation
virgilio.aniceto@wpi.com
Cell: 956.272.2784
WPI – A Pearce Industries Company
www.wpi.com



Join our LinkedIn page [WPI](#) to receive updates on your mobile device.

From: [Virgilio Aniceto](#)
To: [Hugo](#)
Subject: Pharr Bridge ATS
Date: Monday, September 11, 2023 8:36:39 AM
Attachments: [image001.png](#)
[image002.wmz](#)
[image004.png](#)

CAUTION: This email is originated from outside the International Consulting Engineers network. Do not click links, reply or open attachments unless you recognize the sender and know the content is safe.

Good morning Hugo. The ATS for the Pharr bridge project has been pushed out to an expected ship date of 03/05/2024. I am waiting on Generac to update me to a reason why. I will update you when I get that information.

Regards,

Virgilio E. Aniceto
New Unit Sales - Power Generation
virgilio.aniceto@wpi.com
Cell: 956.272.2784
WPI – A Pearce Industries Company
www.wpi.com

Join our LinkedIn page [WPI](#) to receive updates on your mobile device.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.D.

DATE SUBMITTED: July 11, 2024

MEETING DATE: July 15, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement between the American College of Cardiology Foundation and City of Pharr Emergency Medical Services to collect and report on standardized national clinical cardiovascular data. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The agreement will allow us to share our cardiovascular data.

Fiscal Consideration: There is no cost associated with signing the agreement.

Staff Recommendation: Staff recommends approval of agreement.

Alternatives: The alternative is not to participate in data collection.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 7/11/2024

Daniel Ramirez

Approved - 7/11/2024

Ricardo Rodriguez

Approved - 7/11/2024

Jamison Merrick

Approved - 7/12/2024

City Management Office

Final Approval - 7/12/2024

NCDR EREPORTS EMS DASHBOARD AGREEMENT
BY AND BETWEEN THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION
AND _____

THIS NCDR EREPORTS EMS DASHBOARD AGREEMENT (“Agreement”) is entered into and made effective this _____, 20__ (“Effective Date”), by and between the American College of Cardiology Foundation (“ACCF”), a District of Columbia nonprofit corporation located at 2400 N Street NW Washington, DC 20037 and _____ (“Client”), a _____ with offices located at _____. ACCF and Client may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, ACCF has developed the National Cardiovascular Data Registry (“NCDR”), to collect and report on standardized national clinical cardiovascular data in connection with different cardiovascular procedures;

WHEREAS, the NCDR consists of multiple hospital-based registries and outpatient registries;

WHEREAS, ACCF has developed the NCDR eReports EMS Dashboard; and

WHEREAS, Client wishes to subscribe to the NCDR eReports EMS Dashboard pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in valuable consideration received and hereby acknowledged, the Parties agree as follows:

1. **Services and Fees.** The Client shall have access to the NCDR eReports EMS Dashboard (the “Dashboard”) pursuant to the terms and conditions of this Agreement, the Program Requirements found at <https://cvquality.acc.org/docs/default-source/ncdr/ncdr-ereports-ems-program-requirements> and incorporated into this Agreement by reference (the “Program Requirements”), and any guidelines provided by ACCF regarding the use of aggregate data and other data included in the Dashboard. ACCF may modify and update the Program Requirements from time to time, and Client’s continued use of the Dashboard shall constitute Client’s consent to and acceptance of such modified terms and conditions. Client agrees to submit an annual subscription fee to ACCF for access to the Dashboard. Client shall submit payment for the annual subscription fee within thirty (30) days of receiving an invoice from ACCF.
2. **Confidentiality.**
 - a) **Confidentiality.** For the purposes of this Agreement, “Confidential Information” is defined as any software, material, data or business, financial, operational, customer, vendor and other information disclosed by one Party to the other and not generally known by or disclosed to the public or known to the receiving Party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. Each Party shall maintain all of the other Party’s Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party in any manner without the express prior written consent of such Party. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party’s organization with known discretion and with a need to use the information to perform such Party’s obligations under this Agreement. A Party’s consultants and subcontractors may be included within the meaning of “persons within a Party’s organization,” provided that such consultants and subcontractors have

executed a non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to such Party under this Agreement, and such Party shall make such signed agreements available to the other Party upon request. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party and that was not known or received as the result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any third Party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third Party; (d) developed by a Party independent of any disclosure hereunder, as evidenced by written records; or (e) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other prior to such disclosure and shall cooperate with the other Party in the event such Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

- b) **Return of Confidential Information.** All of a Party's Confidential Information disclosed to the other Party, and all copies thereof, shall be and remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason, or within fifteen (15) calendar days of written request by the disclosing Party, be promptly returned to it, or destroyed, at the disclosing Party's direction. In the event of such requested destruction, the Party receiving such request shall provide to the other Party written certification of compliance therewith within fifteen (15) days of such written request.
3. **Ownership of Data.** Subject to the rights of facilities in the data that is captured in the Dashboard and to the rights of patients in their individually identifiable health information, ACCF owns all right, title and interest in (a) the Dashboard and all software, materials, databases, data elements, and aggregate data contained therein, (b) any related reports, calculations and models based thereon, and (c) all copyrights, trademarks, trade secrets, and any other rights and interest in any of the foregoing.
4. **Use of ACCF Name and Materials.** Client shall have rights to create certain reports, analyses or other such materials ("Materials") from the Dashboard. Client understands and agrees that any such Materials will be furnished solely for Client's internal use as described below and may not be furnished in whole or in part to any outside person or entity other than as described in this Section 4 without ACCF's express prior written consent. Client shall use all such Materials in an accurate, unedited, unabridged, and complete manner. Client may furnish Materials to its directors, officers, and employees, in each case only if such persons (i) need to know such information, (ii) are informed of the confidential nature of the Materials, and (iii) agree to comply with the restrictions stated in this Agreement. Client further agrees that, without ACCF's prior written consent, it shall not publish the Materials provided by ACCF, refer to ACCF, use any or all trademarks or service marks of the ACCF or attribute any information to ACCF in any communication external to Client for any purpose, including without limitation to press releases, web sites, and marketing materials, other than as provided in this Agreement.
5. **Use of a Party's Name.** The Parties agree that without prior written consent of the other Party, each Party shall not use in any manner, including in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other Party or that Party's employee or agent, or allow their subcontractors, clients or licensees to make such use.
6. **Publication.** If Client desires to publish or otherwise publicly distribute any Materials, data, or report, Client must provide ACCF with advance notice of such publication or its intent to publicly distribute any Materials, data, or report, by first submitting the proposed publication or a description of the

proposed public use to ACCF for review and approval, which approval shall not be withheld unreasonably. ACCF will provide a response to the proposed publication or proposed public use within ten (10) business days from receipt. Subsequent renderings of a proposed publication may be required and are at the full discretion of the ACCF. Written permission must be obtained from the ACCF prior to any publication or public use.

7. **ACCF Use.** Client understands and agrees that ACCF may use the Materials and derivatives or components thereof freely for both internal and external purposes without the consent of Client.
8. **Term and Termination.**
 - a) This Agreement shall be effective as of the Effective Date and shall continue until December 31, 2024 (“Initial Term”), unless earlier terminated as provided herein. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the expiration of the applicable term.
 - b) **Termination for Breach.** Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement by providing the breaching Party with thirty (30) days’ written notice of its intention to terminate for a material breach. The breaching Party shall have thirty (30) days from the date of such notice to cure the breach. If, after thirty (30) days of the date of such notification, the breach is not cured, the non-breaching Party has the option of terminating this Agreement. Notwithstanding the foregoing, the non-breaching Party may determine, in its sole discretion that the breach cannot be reasonably cured within the foregoing thirty (30) day period and may extend the cure period by written notice to the breaching Party. In the event this Agreement is terminated due to Client’s material breach of this Agreement, Client agrees that there will be no full or partial refunds on subscription fees already paid.
 - c) **Termination without Cause.** Either Party may terminate this Agreement without cause by providing the other with at least thirty (30) days written notice. In the event Client terminates without cause prior to the completion of the then current term, Client agrees that there will be no full or partial refunds on subscription fees already paid.
 - d) **Termination Rights for Non-Payment.** ACCF may, in ACCF’s sole discretion, (a) terminate this Agreement effective immediately and upon written notice to Client or (b) limit Client’s access to the Dashboard, in the event the Client fails to pay the applicable subscription fee when due, and such failure continues for a period of sixty (60) days after payment is due.
9. **Indemnification; Insurance.** To the maximum extent allowed under applicable law and regulation, Client agrees to indemnify, hold harmless and defend the ACCF, its directors, trustees, officers, employees, and agents from and against any and all claims, suits, losses, damages, costs, fees, expenses (including attorneys’ fees), and other liabilities asserted by third parties, to the extent resulting from or arising out of the Client’s negligence or willful misconduct in the activities carried out pursuant to this Agreement; provided, however, that the Client shall not be liable to the extent of the ACCF’s negligence, intentional wrongdoing, or breach of this Agreement. Client shall maintain in force at its sole cost and expense, with reputable insurance companies or through an established program of self-insurance, insurance of a type and in an amount reasonably sufficient to protect against liability hereunder. ACCF shall have the right to request the appropriate certificates of insurance from Client for the purpose of confirming the sufficiency of such coverage.
10. **Limitation of Liability.** IN NO EVENT SHALL ACCF’S AGGREGATE LIABILITY HEREUNDER, BASED ON ANY THEORY OF LIABILITY OR CAUSE OF ACTION, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO ACCF UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR

CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Independent Contractor.** The relationship of the Parties under this Agreement will be as independent contractors and not employees or agents of the other Party. Neither Party shall have any authority, express or implied, to commit or obligate the other Party in any manner whatsoever.
12. **Notices.** All notices and demands of any kind or nature which either Party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, and may be served personally, by registered or certified United States mail, or by overnight courier (e.g., Federal Express or DHL) to the following addresses:

If to Client:

If to ACCF:

The American College of Cardiology Foundation
Attn: General Counsel
2400 N Street NW, Washington, DC 20037
ACCLegal@acc.org

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Either Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

13. **Headings.** The headings of the various articles hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
14. **Assignment.** This Agreement may not be assigned by either Party without the prior express written approval of the non-assigning Party.
15. **Governing Law.** This Agreement will be governed by and construed exclusively in accordance with the laws of the District of Columbia, without regard to any conflicts of law principles applied. The Parties agree that United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit or proceeding relating to this Agreement shall be brought only in the District of Columbia. Each Party agrees to the exclusive personal jurisdiction and venue of the courts located in the District of Columbia.
16. **Counterparts.** This Agreement may be executed in one more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
17. **Waiver.** A waiver by either Party to this Agreement of any of its terms or conditions in any one instance shall be not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach.

18. **Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of the Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.
19. **Survival.** The following sections of this Agreement survive the termination or expiration of this Agreement: Sections 2, 3, 4, 5, 6, 7, 9, 10, and 15.
20. **Third Party Beneficiary.** The Parties agree to look solely to each other with respect to this Agreement. This Agreement and each and every provision thereof are for the exclusive benefit of the Parties not for the benefit of any third Party. No third Party shall be entitled to rely upon or enforce this Agreement or any portion thereof or to be a third Party beneficiary thereof.
21. **Debarment and Suspension.** Client represents and warrants that it or its principals are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from covered transactions by any federal department or agency and have not within a three (3) year period been convicted of or had a civil judgment against them for committing fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violating a Federal or State antitrust statute; embezzlement, theft, bribery, falsification, or destruction of records, or making a false statement or receiving stolen property. Furthermore, Client represents and warrants that it or its principals are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated above; and have not, within a three (3) year period preceding this Agreement, had any public transaction (Federal, State, or local) terminated for cause of default.
22. **Entire Agreement.** This Agreement and the identified Exhibits (a) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (b) supersedes and replaces all prior agreements, oral or written, between the Parties relating to the subject matter hereof and (c) except as otherwise indicated herein, may not be modified, amended or otherwise changed in any manner except by written agreement signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized representative.

_____	AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION
Signature: _____	Signature: _____
Name: _____	Name: Cathleen Gates
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____