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 TUESDAY, SEPTEMBER 3, 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. PROCLAMATIONS:

A) Proclamation proclaiming September 17, 2024 as National Voter Registration Day.

B) Proclamation Honoring and Remembering the 23rd Anniversary of September 11th at PSJA ISD.

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

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

A) Public hearing on development services cases

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

A) City Engineer's Report

B) City Events of Interest

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

A) Approval of Minutes for August 16, 2024 - Budget Workshop Meeting and August 19, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of Police Officer Uniforms for the Police Department from Galls, Inc. from St. Louis, MO through Buy Board Cooperative Contract No. 698-23 **This item supports QL - Quality of Life.** (PURCHASING)

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

1. Edinburg RAM, LLC, dba Khan's Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas. The property's physical address is 1005 South Jackson Road. CUP#180644 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, ratifying Resolution No. R-2024-49 establishing a community revitalization plan for the revitalization area surrounding the affordable housing development known as Lakeview Villas Apartments. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution appointing stakeholders group for the Comprehensive Plan Update. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution appointing Assistant City Clerk. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on submitting entitlement vote for candidate to the Texas Municipal League (TML) Region 12 Director Election. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase one (1) New 2023 FE Trolley - Villager Gasoline for Public Works from Specialty Vehicles (SVI, Inc) from Henderson, NV for the amount of $226,697.67 through the Houston-Galveston Area Council (H-GAC) contract No. BT01-21 **This item supports QL - Quality of Life.** (PURCHASING)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to award a construction contract for the Commercial Vehicle Parking Area to NM Contracting, LLC, from McAllen, TX, in the amount of $11,888,058.76. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to award a construction contract for the Donation Acceptance Program for Fiscal Year 2016 (DAP FY 16) to D. Wilson Construction Company from McAllen, TX, in the amount of $45,253,972.12. **This item supports IF - Infrastructure**. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to enter into an agreement with International Consulting Engineers (ICE) from Corpus Christi, TX for the Professional Services for the City of Pharr Urban Forestry in the amount of $469,700. **This item supports QL - Quality of Life.** (PURCHASING)

D) Consideration and action, if any, authorizing the City Manager to negotiate and execute Amendment Number 7 in an amount not to exceed $574,000 with Halff Associates, Inc., from McAllen, TX, for the Donations Acceptance Program Fiscal Year 2016 (DAP FY 16). **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, on Amendment Number 7 in the amount of $12,000 to the Professional Engineering Services Agreement with Structural Engineering Associates, Incorporated (SEA), from San Antonio, TX, for the Pharr-Reynosa International Bridge Expansion Project. **This item supports IF - Infrastructure**. (ENGINEERING)

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

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

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

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

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

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

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

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

13. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 or Email 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 30th day of August 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 30th day of August 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,

Name:_____ Title: _____

Proclamation

WHEREAS, National Voter Registration Day is a day of civic unity. It's an opportunity to set aside differences; enjoy the rights, responsibilities, and opportunities we all share as Americans; and celebrate our democracy together; and

WHEREAS, by leveraging technology and the reach of our partners, we educate Americans about how to register, sign up for election reminders, request mail-in ballots, learn about early voting options, and more; and

WHEREAS, more than 5 million voters across all 50 states have registered to vote on National Voter Registration Day, including 1.5 million in 2020; and

WHEREAS, in K–12 education, it is critically important that students learn about voting and elections and develop the civic competencies to fully engage in the democratic process, whether that is at the community, local, state or national levels; and

WHEREAS, students from PSJA ISD will enhance their understanding of the voting process and understand the value of civic responsibility; and

WHEREAS, NVRD is a nonpartisan civic holiday dedicated to encouraging voters to register and participate in civic engagement.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the 17th day of September 2024 as:

"National Voter Registration Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of September 2024.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Perez, City Clerk

Proclamation

WHEREAS, the City of Pharr and all its residents desire to express their sorrow for the 2,983 people who died in Manhattan, at the Pentagon, and in a Pennsylvania field on September 11, 2001, in what remains the deadliest act of terrorism in US history; and

WHEREAS, the land of the free, while grief stricken, became one nation united, resolved and determined; and

WHEREAS, the terrorists not only attacked American institutions and cultural history, they also attacked American principles and we the people; and

WHEREAS, the City of Pharr and PSJA ISD honor individuals and families who were directly affected by the September 11, 2001 tragedy; and

WHEREAS, we the American people will keep the flame of freedom lit for those Americans that died in the tragedy; and

WHEREAS, the City of Pharr, its neighboring cities, and PSJA ISD also honor and recognize local heroes who contributed to improving the quality of life for everyone here at home.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim September 11, 2024 as:

"Honoring and Remembering the 23rd Anniversary of September 11th at PSJA ISD"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of September 2024.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Perez, City Clerk

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.
DATE SUBMITTED: August 29, 2024
MEETING DATE: September 3, 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 - 8/29/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.
DATE SUBMITTED: August 30, 2024
MEETING DATE: September 3, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: City Engineer's Report

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maria Rangel — Created/Initiated - 8/30/2024
City Management Office — Final Approval - 8/30/2024

Report on Capital Improvement Project Activity Construction – September 2024

Interim City Engineer - Maria Rangel, P.E.
Tuesday, September 3, 2024

Pharr Engineering

City Engineers Report

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022
Contract Time (MF): 316 + 158 = 474
(ETC Nov. 2024)
Time to Date: 415 days (88%)
Contract Amount: $2,325,300.55
Change Orders: $135,684.40 (CO#1 – CO#3)
Current Contract: $2,460,984.95
Placed to Date: $1,775,788.63 (72%)
Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area.
Status: Contractor is working in City of San Juan.
Next Step: Contractor is scheduled to finish construction in San Juan in September/October 2024 and then continue in Alamo. Revised completion date is November 2024

August 2024 – Sidewalk completed along the west side of S. Steward Rd., north of E. Ridge Rd., San Juan

PSJA Tri-City Pedestrian Safety Improvements Phase I

Pharr Engineering

CONSTRUCTION

Engineer: Halff Associates Inc.
Contractor: IOC Company, LLC
CM: Brownstone Consultants, LLC
Notice to Proceed: August 05, 2024
Contract Time: 480 calendar days
Time to Date: 29 calendar day (6%)
Contract Amount: $47,601,706.75
Change Orders: $0
Current Contract: $47,601,706.75
Placed to Date: $0 (0%)
Description: Construction of a twin span bridge which will provide 4 additional lanes for traffic.
Status:

- Award: June 17, 2024
- Pre-Con Mtg: July 22, 2024
- NTP: August 05, 2024.

Next Step: Finalize easements for OSBs and aerial permit from HCID No. 2. Construction is on-going.

Sheep's foot roller compacting soil in ROW (8/28/24)

Front-end loader using forklift to assist in assembling the drill shaft casings (8/28/24)

Pharr-Reynosa International Bridge Expansion

Pharr Engineering

CONSTRUCTION

DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City of Pharr by providing economical, responsive and effective professional engineering and GIS services for the planning, construction, and preservation of public infrastructure and improvement of quality of life."

Pharr Engineering

END

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.
DATE SUBMITTED: August 30, 2024
MEETING DATE: September 3, 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 - 8/30/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.
DATE SUBMITTED: August 30, 2024
MEETING DATE: September 3, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for August 16, 2024 - Budget Workshop Meeting and August 19, 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 August 16, 2024 - Budget Workshop Meeting and August 19, 2024 - Regular Called Meeting.

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 - 8/30/2024
Final Approval - 8/30/2024

MINUTES
BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING
FRIDAY, AUGUST 16, 2024
1121 E. NOLANA LOOP

The Board of Commissioners of the City of Pharr, Texas, met in a Budget Workshop Meeting on Friday, August 16, 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. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Itza Flores

STAFF PRESENT: Jonathan Flores, City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, Interim City Engineer
Jamison Merrick, Finance Director
Fabiola Sanchez, Asst. Finance Director
Ashley Melendez, Assistant HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosalez, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Danny Ramirez, EMS Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Cynthia Gutierrez, Public Health Director
Frank Nunez, Special Events 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.

Mayor Pro Tem Chavez called the meeting to order at 8:36 a.m. Roll call established a quorum.

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

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. ADMINISTRATIVE:

A) WELCOMING REMARKS BY CITY MANAGER AND/OR MAYOR.

Jonathan Flores, City Manager, welcomed everyone in attendance.

B) DISCUSSION OF PENDING AND/OR PROPOSED CITY PROJECTS, PROGRAMS AND INDIVIDUAL DEPARTMENTAL DIVISIONS, DUTIES, ROLES, STRUCTURE, EVALUATION; DISCUSSION OF THE FISCAL YEAR 2024-2025 BUDGET FOR ALL CITY GENERALLY AND INCLUDING THE FOLLOWING ENTITIES; TAX INCREMENT REINVESTMENT ZONE (TIRZ); TAX INCREMENT REINVESTMENT ZONE II (TIRZ II); PHARR ECONOMIC DEVELOPMENT CORPORATION II (PEDC II); AND PHARR PUBLIC FACILITIES CORPORATION; DISCUSSION ON CAPITAL PURCHASES, PERSONNEL, AND DEBT. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and called upon Melanie Cano, Office of Organizational Strategic Excellence Director, for a report on the budget priorities citizen survey results.

Melanie Cano, Office of Organizational and Strategic Excellence Director, went over the 2024-2025 budget priorities citizen survey results. She reported respondents were asked to identify a top priority from strategic priorities such as Service Excellence, City Infrastructure, Quality of Life, Economic Development and Public Safety. Once selected they were asked to identify a focus area. She stated the survey resulted in 1,207 responses and went over survey results by city-wide demographics from north, central and south side, and the percentages for their top priorities and focus areas.

At this time, Jonathan Flores, City Manager, introduced the item and called upon Jamison Merrick, Finance Director, for presentation on the city-wide budget.

Jamison Merrick, Finance Director, gave an overview of the budget process and went over general fund and proposed budget for fiscal year 2024-2025. He reported on property taxes, the city tax rate and history, sales taxes, general fund proposed budget, expenditures, general fund summary, utility and bridge funds, Pharr EMS revenues and expenditures, TeamPharr.Net revenues and expenditures, Pharr International Bridge revenues and expenditures, and city-wide debt. He further went over current budget and adopted budget changes.

At this time, Jamison Merrick, Finance Director, called upon Mariela Ruiz, Certified Public Accountant, for presentation on Fiscal Year 2024-2025 Budget Revisions.

Mariela Ruiz, Certified Public Accountant, gave an overview of Fiscal Year 2024-2025 Budget Revisions. She reported on budget goals and objectives, steps taken to achieve those goals, overall impact and departmental summaries. Lastly, she went over strategies and actions that were implemented to ensure the City was aligned with goals set.

Mayor Pro Tem Chavez left the workshop meeting at this point of the agenda. The time being 9:25 a.m.

ITEM 4. CLOSED SESSION

The time being 9:31 a.m., Alternate Mayor Pro Tem Carrillo 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 5. RECONVENE

The time being 11:44 a.m., Alternate Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

Jonathan Flores, City Manager, provided closing remarks.

ITEM 6. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Pacheco seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 11:46 a.m.

MINUTES: BUDGET WORKSHOP MEETING
August 16, 2024

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 16th DAY OF AUGUST 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **BUDGET WORKSHOP MEETING** at the Pharr One located at 1121 E. Nolana Loop, 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:

_____
IMELDA PEREZ, CITY CLERK

APPROVED:

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, AUGUST 19, 2024
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 19, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

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
Maria Rangel, Interim City Engineer
Fabiola Sanchez, Asst. Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Albert Gonzalez, Assistant Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Public Works Director
Keyla Jalife, Asst. O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Danny Ramirez, EMS Chief
Dulce Herrera, Video Journalist
Kenneth Ennis, Public Safety Comm. Dir.

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.

DRAFT

Mayor Hernandez called the meeting to order at 4:07 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING SEPTEMBER 27, 2024 AS PAN AMERICAN ROUND TABLE OF ALAMO-SAN JUAN-PHARR DAY.

Jonathan Flores, City Manager, introduced the item.

Gela Garcia, Table Director and Gloria Cantu, Associate Director, both thanked the Commission for the proclamation. Mrs. Garcia stated their organization was celebrating their seventy fifth anniversary and they provide two $1,000 scholarships to two students within the five PSJA ISD High Schools.

Mayor Hernandez read the proclamation proclaiming September 27, 2024 as Pan American Round Table of Alamo-San Juan-Pharr Day and presented proclamation to Gela Garcia and Gloria Cantu.

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) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JULY 2024.

Jonathan Flores, City Manager, introduced the item. He briefly reported the City of Pharr showed an increase of 2.96% year to date true growth and stated Fabiola Sanchez, Asst. Finance Director, was in the audience and questions could be entertained at this time.

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

DRAFT

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 2.32% year to date true growth. He further stated Fabiola Sanchez, Asst. Finance Director, was in the audience and questions could be entertained at this time.

C) RECOGNITION OF PUBLIC UTILITIES DEPARTMENT - WATER PARTNERS: WATER SYSTEMS HELPING WATER SYSTEMS AWARD.

Jonathan Flores, City Manager, introduced the item and called upon Ruben Rosales, Public Utilities Director.

Ruben Rosales, Public Utilities Director, announced they had received the Water Systems Helping Water Systems Award for the third time and stated the City of Pharr was one of two cities who was awarded this award in the entire state of Texas. He further introduced his staff, Jesse Trejo, Superintendent of Operations, and Manuel Ponce, Water Plant Supervisor.

The Commission congratulated staff for their outstanding work.

D) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Dulce Herrera, Video Journalist, for a report on upcoming city events.

Dulce Herrera, Video Journalist, presented video recaps of the Bridge Expansion Groundbreaking Ceremony, Video to 911 Software, Night Under the Stars, and Paws Pool Party events.

Adolfo Garcia, Library Director, reported on the upcoming Lucha Libros event. He stated the event would be held on Saturday, August 24, 2024 at Development and Research Center from 6:00 p.m. to 8:00 p.m. He stated this was free event and extended the invitation to the public to attend.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR AUGUST 5, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH UNITED HEALTHCARE (UHC) FOR SELF-FUNDED EMPLOYEE HEALTH INSURANCE BENEFIT PLANS, THIRD PARTY ADMINISTRATIVE SERVICES, PHARMACY BENEFIT MANAGEMENT, AND INDIVIDUAL & AGGREGATE STOP LOSS INSURANCE.THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

DRAFT

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

1. **JUAN DAVID LARIOS AND ANDREW ALLEN RAINS D/B/A THE LONE STAR THEATER, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 10, 11, 12, AND THE NORTH 11.5 FEET OF LOT 13, BLOCK 1, J.T. DOSTER RESUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 115 EAST PARK AVENUE. CUP#240716 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

2. **OSCAR J.E. GARZA, OWNER, REQUESTED A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL-SMALL LOT (R1-A) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.161 ACRES, MORE OR LESS, OUT OF LOTS 2 & 3, BLOCK D, BEING ALL THAT PART OF THE RIGHT-OF-WAY OF LATERAL "F" LYING EAST OF THE ROAD IN THE WEST 320 FEET OF BLOCK "D" KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 910 NORTH FLAG STREET. COZ#240721 (WITHDRAWN) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

3. **CITY OF PHARR, D/B/A TIERRA DEL SOL GOLF CLUB, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A PLANNED UNIT DEVELOPMENT DISTRICT (PUD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.95 ACRES, MORE OR LESS, OUT OF LOTS 226, 238, AND 239, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 700 EST HALL ACRES ROAD. CUP#160628 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

4. **CARLOS TORRES, D/B/A RUDY'S TEXAS BAR-B-Q, L.L.C., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 1, LOS HOTELES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 209 WEST NOLANA LOOP. CUP#040644 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

D) PLATS:

1. **ROBLES ENGINEERING, LLC., REPRESENTING JUAN JOSE PALACIOS AND LAURA E. PALACIOS, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED BURGOS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.00 ACRE OUT OF LOT 5, BLOCK 11, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1200 BLOCK OF WEST GREG DRIVE. SUB#210723 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

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 4:31 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:17 p.m., Mayor Hernandez 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 APPROVING THE EXTENSION OF THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE (TIRZ) #2. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and stated no action would be taken on item.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF LAKEVIEW VILLAS, LP TO SUBMIT AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2025 COMPETITIVE 9% HOUSING TAX CREDITS FOR LAKEVIEW VILLAS APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and noted a correction on agenda language to reflect Non-Competitive 4% housing tax credit.

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

Resolution No. R-2024-46 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS ITEMS, VEHICLES, AND EQUIPMENT FROM THE PHARR PUBLIC WORKS DEPARTMENT. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-47 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING ONE (1) MEMBER TO THE CIVIL SERVICE COMMISSION. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (HR)

Jonathan Flores, City Manager, introduced the item and recommended reappointment of Mario Lizcano to the Civil Service Commission.

Comm. Pacheco **moved** to reappoint Mario Lizcano to Civil Service Commission. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-48 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) SUBMISSION OF CERTIFIED TOTALS FOR TAX ASSESSED VALUES 2024 FOR FISCAL YEAR 2024-2025. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)

Jonathan Flores, City Manager, introduced the item and stated information could be found on agenda packet but reported a 5.02% increase.

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

B) DISCUSSION AND ACTION FOR VOTE ON PROPOSED TAX RATE INCREASE AND SCHEDULE A PUBLIC HEARING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)

Jonathan Flores, City Manager, introduced the item and stated the public hearing date would be September 16, 2024 at 4:00 p.m. He briefly explained that although it was required to read it in this form, the City of Pharr was not raising the tax rate and the proposed tax rate would remain at $0.7676.

DRAFT

ROLL CALL VOTE:

AYES: Mayor Ambrosio Hernandez, Comm. Michael Pacheco, Comm. Bobby Carrillo, Comm. Ramiro Caballero, Comm. Daniel Chavez, Comm. Medina, and Comm. Itza Flores.

NAYS: Zero (0)

C) DISCUSSION AND ACTION, IF ANY, ON CAPITAL IMPROVEMENT PROJECTS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item and recommended approval as discussed in closed session.

Comm. Carrillo **moved** to approve. Comm. Pacheco 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 A MASTER SERVICES AGREEMENT WITH VIAPLUS, LLC. TO PROVIDE TOLLING BACK-OFFICE SERVICES AND ADDITIONAL SERVICES AS NEEDED FOR PHARR INTERNATIONAL BRIDGE. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (BRIDGE)

Jonathan Flores, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH TRIMAD CONSULTANTS, LLC, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PROJECT ADMINISTRATION OF THE LIFT STATIONS NUMBER 10, 18, AND 40 ELIMINATION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 1 TO THE ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS

DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PHARR-REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT, CONTROL SECTION JOB (CSJ) NUMBER 0921-02-479. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

Jonathan Flores, City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A SALE AGREEMENT FOR PROPERTY LEGALLY DESCRIBED AS LOTS 5 & 6, BLOCK 1, UNIVERSAL ESTATES SUBDIVISION, UNIT NO. 1, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina 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 5:21 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 19th DAY OF AUGUST 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:

_____
IMELDA PEREZ, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.
DATE SUBMITTED: August 27, 2024
MEETING DATE: September 3, 2024

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of Police Officer Uniforms for the Police Department from Galls, Inc. from St. Louis, MO through Buy Board Cooperative Contract No. 698-23 **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr Police Department requests authorization to award a term contract for the purchase and delivery of police officer uniforms from Galls, Inc. from St. Louis, MO utilizing Buyboard Contract No. 698-23. The initial purchase shall be for the amount of $54,991.12. If approved, staff request authorization to continue purchasing uniforms with Galls utilizing Buyboard until 03/31/2026, which is when Buyboard Contract is due to expire. Orders shall be on an as-needed basis.

Project No. 2324-01-512-T04-01 Term Contract for the Purchase and Delivery of Police Officer Uniforms.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of a Term Contract for the Purchase and Delivery of Police Officer Uniforms

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/27/2024
Mayra Gomez	Approved - 8/27/2024
Juan Gonzalez	Approved - 8/27/2024
Hilda Pedraza	Approved - 8/29/2024
Ricardo Rodriguez	Approved - 8/29/2024
Jamison Merrick	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

GALLS

Correspondence Address:
Galls LLC
PO Box: 54430
Lexington KY. 40509

INVOICE

Billing Inquiries: 1-866-286-1360
Customer Service: 1-800-477-7766

Buy Board Number: 698-23 (Co-op)

Customer 1000945988

Name	PHARR POLICE DEPT
Address	1900 S CAGE BLVD
City	PHARR
State	TX ZIP 78577

Date Range	3-14-24 TO 8-7-24
PO Number	190138
Account No	1000945988
Invoice No	BC2085556
Date	8/14/2024

Qty	Item No	Description	Unit Price	Line Total
19	BP2867 DKNV	FLEXRS ARMORSKIN XP	$ 131.74	$ 2,503.06
1	BP2867 DKNV	FLEXRS ARMORSKIN XP 3X SIZE	$ 158.09	$ 158.09
38	EG5544	AC1000945988 PHARR POLICE DEPT SERGEANT BADGE GLD/SIL/RED/	$ 4.16	$ 158.08
12	EG5545	AC1000945988 PHARR POLICE DEPT LIEUTENANT BADGE SIL/GLD/RED	$ 4.16	$ 49.92
6	EG5546	AC1000945988 PHARR POLICE DEPT DEPUTY CHIEF BADGE GLD/RED/	$ 4.00	$ 24.00
265	EG5549	AC1000945988 PHARR POLICE DEPT POLICE OFFICER BADGE SIL/GRY	$ 4.16	$ 1,102.40
612	EN17038	AC1000945988 PHARR POLICE DEPT. SHOULDER PATCH NAV/GLD/WH	$ 3.00	$ 1,836.00
74	EX2305	AC1000945988 PHARR POLICE DEPT SERGEANT CHEVRON SIL/BLU ON	$ 4.32	$ 319.68
12	EY16658	SERVICE STAR GLD 1771 .65IN	$ 4.00	$ 48.00
22	EY16661	LIEUTENANT BAR GLD 1771	$ 4.00	$ 88.00
466	EY16663	PD TEXT COLLAR SIL 1811	$ 4.00	$ 1,864.00
66	EY16857	PD TEXT COLLAR GLD 1771	$ 4.00	$ 264.00
99	PEC01	1 LINE RIGHT CHEST EMBROIDERY	$ 7.00	$ 693.00
1	SG650 NAV	8600W-Z WOMENS LS ZIPPERED POLYESTER SHIRT	$ 63.74	$ 63.74
12	SH035 DKNV	BLAUER CLASS ACT ZIPPERED POLY L/S SHIRT	$ 63.74	$ 764.88
1	SH035 DKNV	BLAUER CLASS ACT ZIPPERED POLY L/S SHIRT SIZE 215 35	$ 111.55	$ 111.55
18	SH3591 DKNV	FLEX RS LS SUPERSHIRT	$ 80.74	$ 1,453.32
43	SH3592 DKNV	FLEX RS SS SUPERSHIRT	$ 72.24	$ 3,106.32
5	SH3592 DKNV	FLEX RS SS SUPERSHIRT 2XL SIZE	$ 79.47	$ 397.35
2	SH3592 DKNV	FLEX RS SS SUPERSHIRT 3XL SIZE	$ 86.69	$ 173.38
41	SH3593 DKNV	FLEX RS SS BASE SHIRT	$ 59.49	$ 2,439.09
1	SH3593 DKNV	FLEX RS SS BASE SHIRT 2X SIZE	$ 65.44	$ 65.44
2	SH3593 DKNV	FLEX RS SS BASE SHIRT 3X SIZE	$ 71.39	$ 142.78
37	SH3594 DKNV	FLEX RS L/S ARMORSKIN BASE SHIRT	$ 67.99	$ 2,515.63
1	SH3594 DKNV	FLEX RS L/S ARMORSKIN BASE SHIRT 2XL SIZE	$ 74.79	$ 74.79
1	SH3594 DKNV	FLEX RS L/S ARMORSKIN BASE SHIRT 3XL SIZE	$ 81.59	$ 81.59

SubTotal	$ 20,498.09
Shipping	
Tax	
Credits/Prepayments	
TOTAL	SEE LAST PAGE

Remit:
Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

PAYMENT TERMS: NET 30 DAYS
DUE DATE: 9/13/2024

INVOICE

Correspondence Address:
Galls LLC
PO Box: 54430
Lexington KY. 40509

Billing Inquiries: 1-866-286-1360
Customer Service: 1-800-477-7766

Buy Board Number: 698-23 (Co-op)

Customer	1000945988
Name	PHARR POLICE DEPT
Address	1900 S CAGE BLVD
City	PHARR
State	TX ZIP 78577

Date Range	3-14-24 TO 8-7-24
PO Number	190138
Account No	1000945988
Invoice No	BC2085556
Date	8/14/2024

Qty	Item No	Description	Unit Price	Line Total
3	SH3609 DKNV	WOMENS FLEX RS LS SUPERSHIRT	$ 80.74	$ 242.22
2	SH3610 DKNV	WOMENS FLEX RS SS BASE SHIRT	$ 59.49	$ 118.98
2	SH3611 DKNV	WOMENS FLEX RS LS BASE SHIRT	$ 67.99	$ 135.98
2	SH3650 DKNV	WOMENS FLEX RS S/S SUPERSHIRT	$ 72.24	$ 144.48
1	SH4930 DKNV	TACLITE PRO L/S SHIRT	$ 51.94	$ 51.94
36	SR570 DKNV	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	$ 53.55	$ 1,927.80
2	SR570 DKNV	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT EXTENDED SIZE	$ 61.20	$ 122.40
4	SR571 DKNV	TACLITE PRO SHIRT LS POLY/CTN RIPSTOP	$ 58.65	$ 234.60
7	ST131 YLBK	S/S POLYESTER BIKE PATROL POLO	$ 55.25	$ 386.75
17	SW724 BLK	5.11 MENS PERFORMANCE S/S POLO	$ 43.35	$ 736.95
57	SW724 DKNV	5.11 MENS PERFORMANCE S/S POLO	$ 43.35	$ 2,470.95
6	SW724 DKNV	5.11 MENS PERFORMANCE S/S POLO EXTENDED SIZE	$ 49.30	$ 295.80
1	SW724 STN	5.11 MENS PERFORMANCE S/S POLO	$ 43.35	$ 43.35
11	SW724 TDGN	5.11 MENS PERFORMANCE S/S POLO	$ 43.35	$ 476.85
3	SW724 TDGN	5.11 MENS PERFORMANCE S/S POLO EXTENDED SIZE	$ 49.30	$ 147.90
4	SW993 DKNV	5.11 WOMENS PERFORMANCE S/S POLO	$ 41.65	$ 166.60
18	TR2057 DKNV	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	$ 63.74	$ 1,147.32
1	TR2062 DKNV	WOMENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	$ 63.74	$ 63.74
163	TR2254 DKNV	FLEXRS COVERT TACTICAL PANT	$ 84.99	$ 13,853.37
2	TR2254 DKNV	FLEXRS COVERT TACTICAL PANT EXTENDED SIZE	$ 93.49	$ 186.98
7	TR2266 DKNV	WOMENS FLEXRS COVERT TACTICAL PANTS	$ 84.99	$ 594.93
9	TR407 MDNV	5.11 MOTORCYCLE BREECHES	$ 127.50	$ 1,147.50
6	TR909 DKNV	5.11 STRYKE PANT W/FLEX TAC	$ 73.95	$ 443.70
3	TR909 DKNV	5.11 STRYKE PANT W/FLEX TAC EXTENDED SIZE	$ 85.00	$ 255.00
26	TT125 BLK	BIKE PATROL PANT	$ 102.00	$ 2,652.00
				$ -

SubTotal	$ 28,048.09
Shipping	
Tax	
Credits/Prepayments	
TOTAL	SEE LAST PAGE

Remit:
Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

PAYMENT TERMS: NET 30 DAYS
DUE DATE: 9/13/2024

GALLS

Correspondence Address:
Galls LLC
PO Box: 54430
Lexington KY. 40509

INVOICE

Billing Inquiries: 1-866-286-1360
Customer Service: 1-800-477-7766

Buy Board Number: 698-23 (Co-op)

Customer	1000945988
Name	PHARR POLICE DEPT
Address	1900 S CAGE BLVD
City	PHARR
State	TX ZIP 78577

Date Range	3-14-24 TO 8-7-24
PO Number	190138
Account No	1000945988
Invoice No	BC2085556
Date	8/14/2024

Qty	Item No	Description	Unit Price	Line Total
35	TT824 BBRN	5.11 MENS APEX PANT	$ 80.75	$ 2,826.25
6	TT824 DKNV	5.11 MENS APEX PANT	$ 80.75	$ 484.50
12	TT824 RGRN	5.11 MENS APEX PANT	$ 80.75	$ 969.00
3	TT824 TUN	5.11 MENS APEX PANT	$ 80.75	$ 242.25
7	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	$ 2.99	$ 20.93
92	UE889S NAV	1 INCH FUSED POLY NAMESTRIP APPLIED (SOUTHEASTERN)	$ 7.00	$ 644.00
1	SH3591 DKNV	FLEX RS L/S SUPERSHIRT	88.82	$ 88.82
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Remit:
Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

SubTotal	$ 5,275.75
Shipping	$ 1,169.19
Tax	
Credits/Prepayments	
TOTAL	$ 54,991.12

PAYMENT TERMS: NET 30 DAYS
DUE DATE: 9/13/2024

Menu

Vendor Contract Information Summary

Vendor	Galls, LLC
Contact	Tiffany Brewer
Phone	800-876-4242
Email	cooperative@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Rd.
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

8/27/2024 3:34 PM

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.
DATE SUBMITTED: August 29, 2024
MEETING DATE: September 3, 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 - 8/29/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.1.
DATE SUBMITTED: August 21, 2024
MEETING DATE: September 3, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Edinburg RAM, LLC, dba Khan's Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas. The property's physical address is 1005 South Jackson Road. CUP#180644 **This item supports EV - Economic Vitality.**

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

Issue: Edinburg RAM, LLC, dba Khan's Grill, 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 Khan's Grill.

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	Created/Initiated - 8/21/2024
Ricardo Rodriguez	Approved - 8/22/2024
City Management Office	Final Approval - 8/22/2024

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, SEPTEMBER 03, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR **ABC** – FILE NO. **CUP#180644** (KHAN'S GRILL)

GENERAL INFORMATION:

APPLICANT: Edinburg RAM, LLC, dba Khan's Grill, 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 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1005 South Jackson Road.

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 of Pharr 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 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.

Executive Summary Letter

September 03, 2024

Conditional Use Permit **Renewal** for ABC – Khan's Grill

Background:

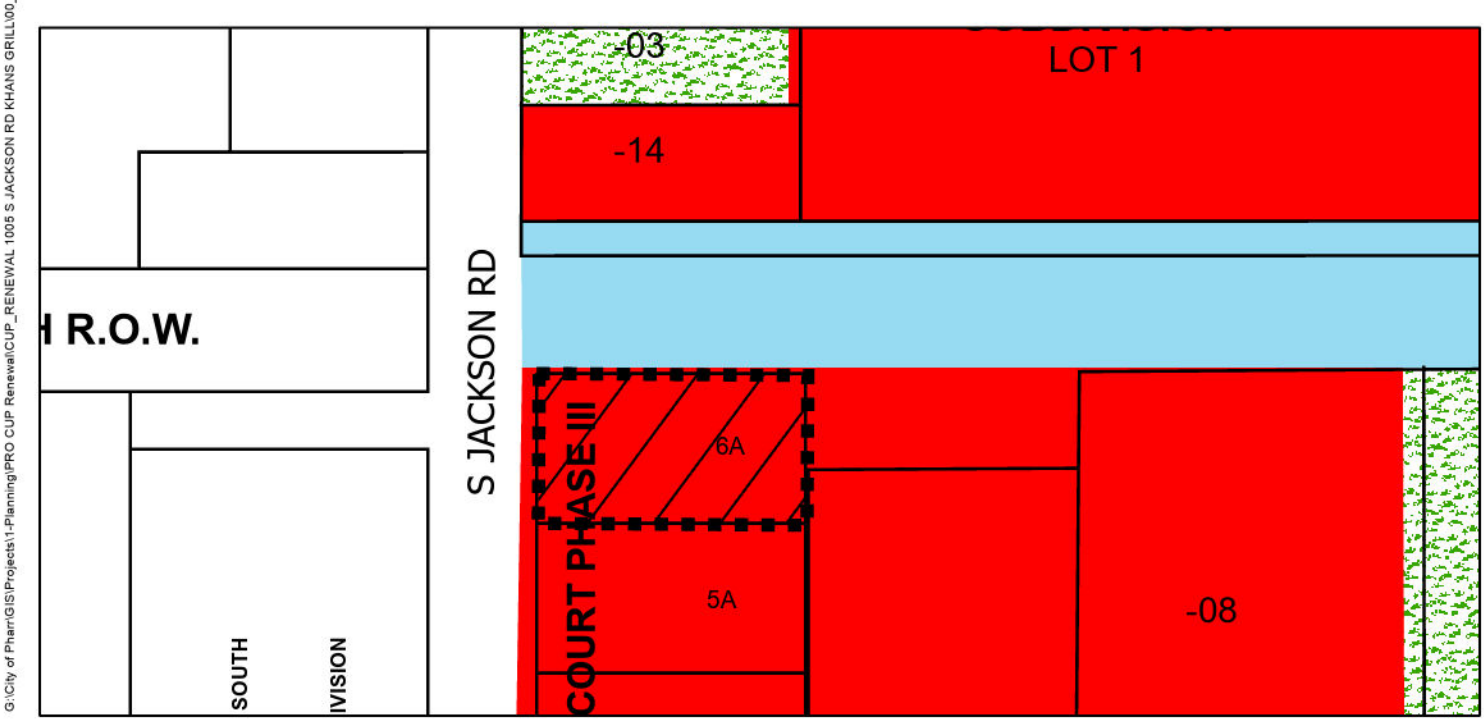
Edinburg RAM, LLC., d/b/a Khan's Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Khan's Grill.

The property is located at 1005 South Jackson Road. 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
1005 S JACKSON RD
RICARDO CABALLERO DBA KHANS GRILL



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_RENEWAL 1005 S JACKSON RD KHANS GRILL\00_Renewal Base.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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:2,400

0 100 200 400 600 800 Feet

N W E S

Date: 7/17/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.
DATE SUBMITTED: August 28, 2024
MEETING DATE: September 3, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action, if any, ratifying Resolution No. R-2024-49 establishing a community revitalization plan for the revitalization area surrounding the affordable housing development known as Lakeview Villas Apartments. **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr has identified a critical need to revitalize areas of the City that are in despair, particularly affordable housing developments that are in need of development.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Imelda Perez	Created/Initiated - 8/28/2024
Hilda Pedraza	Approved - 8/29/2024
Ricardo Rodriguez	Approved - 8/29/2024
City Management Office	Final Approval - 8/30/2024

RESOLUTION NO. R-2024-49

A RESOLUTION ESTABLISHING A COMMUNITY REVITALIZATION PLAN FOR THE REVITALIZATION AREA SURROUNDING THE AFFORDABLE HOUSING DEVELOPMENT KNOWN AS LAKEVIEW VILLAS APARTMENTS

WHEREAS, the City of Pharr, by and through its Board of Commissioners (hereinafter referred to as the "City"), has identified a critical need to revitalize areas of the City that are in despair, particularly affordable housing developments that are in need of development, and

WHEREAS, the City will benefit from promoting and supporting such community revitalization efforts by the Pharr Housing Development Corporation (the "PHDC") and their developer partner; and

WHEREAS, the City agrees to support and work with PHDC and their developer partner(s) to comprehensively develop low-income housing and construct new housing using innovative methods, including public-private partnerships and affordable housing developments with renters of mixed incomes supported by tax credits;

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

As part of the City's community revitalization plan, the City supports the construction of an affordable housing development with new affordable housing developments financed by housing tax credits.

At a regular meeting of the Board of Commissioners of the City of Pharr, Texas, held on August 19, 2024, at which a quorum was present, and which was held in accordance of Chapter 551of the Texas Government Code, the City voted to support the development of the Lakeview Villas Apartments.

The City supports PHDC's 2024 grant application to the Federal Home Loan Bank and application to the Texas Department of Housing and Community Affairs for a 2025 allocation of low income housing tax credits for Lakeview Villas apartments.

The City welcomes the cooperation of the PHDC and their developer partner(s) in the City's community revitalization plan.

AS PART OF THIS REVITALIZATION PLAN, THE CITY OF PHARR RESOLVES AND COMMITS TO:

- Promote the redevelopment of the area surrounding the site of Lakeview Villas Apartments as listed herein.

- City Planning and Permitting offices will assist interested parties wanting to invest in the revitalization area surrounding the site of Lakeview Villas Apartments.

- Mirror successful ventures of other community efforts to revitalize the revitalization area surrounding the site of Lakeview Villas Apartments.

- Continue the improvements of the public services and quality of life enhancements (i.e., parks & city community events) in and around the revitalization area surrounding the site of Lakeview Villas Apartments.

- Encourage and support HUD-CDBG housing redevelopment efforts to remove unsightly and unsafe living conditions.

- Encourage and support the expansion and redevelopment of Affordable Housing.

- This Revitalization Plan shall be revisited annually to incorporate updates to the revitalization area surrounding the site of Lakeview Villas Apartments.

The Mayor and City Manager are authorized to take any reasonable and necessary action to implement the direction and intention of this resolution and community revitalization plan.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 28th day of August, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.
DATE SUBMITTED: August 30, 2024
MEETING DATE: September 3, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution appointing stakeholders group for the Comprehensive Plan Update. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The City of Pharr entered into a service contract with Quantum Consultants for general oversight and preparation of an update to the City's Comprehensive Plan. The creation of a stakeholder group is needed to serve without compensation and at the pleasure of the City Commission.

Commissioner Michael Pacheco, Commissioner Roberto "Bobby" Carrillo, Danny Wylie, Ramiro Gutierrez, Romeo Cantu, Marty Moore, Rafael Munguia, Danny Smith, and Rene Cantu have expressed an interest in serving as part of the stakeholder group.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the appointment of Commissioner Michael Pacheco, Commissioner Roberto "Bobby" Carrillo, Danny Wylie, Ramiro Gutierrez, Romeo Cantu, Marty Moore, Rafael Munguia, Danny Smith, and Rene Cantu as members of the stakeholder group for the Comprehensive Plan Update.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/30/2024
Hilda Pedraza	Approved - 8/30/2024
Ricardo Rodriguez	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

STATE OF TEXAS { }

COUNTY OF HIDALGO { } R E S O L U T I O N
NO: R-2024-_____

CITY OF PHARR { }

WHEREAS, Appendix A, Zoning Ordinance No. 82-13, of the City of Pharr Code of Ordinances states that a comprehensive master plan shall be enacted to promote the safety, health and general welfare of the community; and

WHEREAS, the previous Land Use and Throughfare Plan prepared in 2015 is out of date due to changing conditions and does not address other elements of long-range planning in details such as land use, transportation, economic development, housing and the extra-territorial jurisdiction; and

WHEREAS, on July 1, 2024, the City of Pharr entered into a Service Contract with Quantum Consultants for general oversight and preparation of an update to the Pharr Into the Future Comprehensive Master Plan; and

WHEREAS, the Pharr City Commission hereby creates a Stakeholder Group, to serve without compensation and at the pleasure of the City Commission; and

WHEREAS, the Pharr City Commission seeks to appoint the members of the Stakeholder Group, which is to be a temporary advisory board to the Planning Commission.

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

The Pharr City Commission hereby officially creates and appoints a fifteen (15) member Stakeholder Group and designates the following persons as members of such Committee.

The following residents of the City of Pharr are hereby appointed as members of the Comprehensive Plan Update Steering Committee.

NAME:	LENGTH OF TERM
1.	15 Month Term (expiring 12/3/25)
2.	15 Month Term (expiring 12/3/25)
3.	15 Month Term (expiring 12/3/25)
4.	15 Month Term (expiring 12/3/25)
5.	15 Month Term (expiring 12/3/25)
6.	15 Month Term (expiring 12/3/25)

7.	15 Month Term (expiring 12/3/25)
8.	15 Month Term (expiring 12/3/25)
9.	15 Month Term (expiring 12/3/25)
10.	15 Month Term (expiring 12/3/25)
11.	15 Month Term (expiring 12/3/25)
12.	15 Month Term (expiring 12/3/25)
13.	15 Month Term (expiring 12/3/25)
14.	15 Month Term (expiring 12/3/25)
15.	15 Month Term (expiring 12/3/25)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 3rd day of September, 2024.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.
DATE SUBMITTED: August 28, 2024
MEETING DATE: September 3, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution appointing Assistant City Clerk. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: As per City Charter Article III Sec. 8, the Pharr Board of Commissioners shall appoint/re-appoint a City Clerk and Assistant City Clerk for a term of two years.

The Assistant City Clerk position became vacant and the City is ready to appoint a new Assistant City Clerk.

Fiscal Consideration: N/A

Staff Recommendation: Staff recomends approval.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Hilda Pedraza	Created/Initiated - 8/28/2024
Ricardo Rodriguez	Approved - 8/28/2024
City Management Office	Final Approval - 8/28/2024

STATE OF TEXAS 0

COUNTYOF HIDALGO 0 **RESOLUTION**
NO: R-2024-____

CITY OF PHARR 0

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

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

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

WHEREAS, the Assistant City Clerk position became vacant and needs to be filled at this time.

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

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 3rd day of September, 2024.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.
DATE SUBMITTED: August 27, 2024
MEETING DATE: September 3, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Consideration and action, if any, on submitting entitlement vote for candidate to the Texas Municipal League (TML) Region 12 Director Election. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. (Central Time) on Thursday, October 3, 2024.

Fiscal Consideration: N/A

Staff Recommendation: Staff is recommending one vote for the TML Region 12 Director Election.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Imelda Perez	Created/Initiated - 8/27/2024
Ricardo Rodriguez	Approved - 8/28/2024
City Management Office	Final Approval - 8/28/2024

OFFICIAL BALLOT

Texas Municipal League (TML) Region 12 Director Election

This is the official ballot for the election of the Region 12 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 12 Director (select one)

☐ **Victor Sebastian "Seby" Haddad, Commissioner, McAllen (Incumbent)**

☐ **Bryan L. Martinez, Commissioner, Brownsville**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 12 Director Candidate Biographies (printed on both sides)

Victor Sebastian "Seby" Haddad, Commissioner, McAllen (Incumbent)

Victor Sebastian "Seby" Haddad was born in Baltimore, MD, but spent the majority of his life in McAllen where he has become a prominent figure in both professional and civic arenas. Seby graduated from St. Edward's University in Austin with a bachelor's degree in computer information systems. After completing his degree, Seby moved to New York City, where he enhanced his skills in post-production audio and TV production. Despite his success in the Big Apple, he eventually returned to his roots in McAllen, embarking on a notable 18-year career in banking. He is currently the chief lending officer and executive vice president at Lone Star National Bank. In addition to his banking career, Seby has actively engaged in various local business ventures, particularly in the lifestyle and restaurant sectors, and has invested in real estate development and tech startups. Seby is also serving his second term as city commissioner for District 5 in McAllen. During his tenure, he has championed several key projects, including census outreach initiatives, the development of a new animal shelter, and his role as president of the Texas Municipal League (TML) Region 12. He has been instrumental in helping initiate the future development of the tennis courts and the aquatic center. His commitment to public service is driven by a vision for enhanced regional cooperation in the Rio Grande Valley and a dedication to advancing community growth and development. Seby's candidacy for a position on the TML Board is motivated by his desire to further regional collaboration and advocate for the needs of the RGV. He aims to leverage his experience and leadership skills to drive impactful change and strengthen the region's resilience and prosperity.

Bryan L. Martinez, Commissioner, Brownsville

Bryan L. Martinez is the youngest commissioner ever elected to represent the citizens of District 1 in Brownsville, having been elected at only 28 years of age in 2023. Since taking office, he has an impeccable record at City Commission meetings, and also serves on the board for the Brownsville Animal Regulation & Care Center (BARCC), and on the budget subcommittee for the City of Brownsville. In the local community, Mr. Martinez currently serves as chairman for the Paramedic

Program Advisory Board at Texas Southmost College, as a campaign ambassador for United Way of Southern Cameron County, and vice president for government & community affairs for Sombrero Festival, Ltd. He is an alumni of Leadership Brownsville, and went on to serve on the Leadership Brownsville Board of Directors for three years. In 2024, he participated in Dancing for United Way, an annual fundraising event, where he danced the salsa with his dance partner to raise funds for United Way of Southern Cameron

County. He is the founder, past president and a current member of the Brownsville Toastmasters Club and served as the Toastmasters RGV area director for two terms overseeing 13 clubs and over 170+ members in the Rio Grande Valley. Mr. Martinez is also a dedicated member of his church, Good Shepherd Catholic Church. After just eight months in office, Commissioner Martinez was honored with the Texas Municipal League Institute Certificate of Achievement for completed continuing education units during the 2023 calendar year. Commissioner Martinez was one of only six elected city officials recognized with this achievement for 2023. He sets a high bar and is a fine example to his also first- time elected peers on the Brownsville City Commission.

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.
DATE SUBMITTED: August 27, 2024
MEETING DATE: September 3, 2024

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase one (1) New 2023 FE Trolley - Villager Gasoline for Public Works from Specialty Vehicles (SVI, Inc) from Henderson, NV for the amount of $226,697.67 through the Houston-Galveson Area Council (H-GAC) contract No. BT01-21 **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr Public Works department requests authorization to purchase one (1) New & Unused 2023 FE Trolley - Villager Gasoline for the amount of $226,697.67 through H-GAC Contract number BT01-21 to be used for City Events.

Project No. 2324-01-517-P17-01 Purchase & Delivery of One (1) 2023 FE Trolley - Villager Gasoline

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase a 2023 FE Trolley - Villager Gasoline for Public Works

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/27/2024
Mayra Gomez	Approved - 8/27/2024
Luis Marin	Approved - 8/27/2024
Hilda Pedraza	Approved - 8/29/2024
Ricardo Rodriguez	Approved - 8/29/2024
Jamison Merrick	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	BT-01-21	Date Prepared:	8/26/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Pharr, TX	Contractor:	SVI, Inc.
Contact Person:	Luis Marin	Prepared By:	Nancy Munoz
Phone:	956-402-4350 Ext. 2403	Phone:	702-330-5229
Fax:		Fax:	702-567-3020
Email:	luis.marin@pharr-tx.gov	Email:	nancy.munoz@specialtyvehicles.com

Product Code:	YIA	Description:	2023 FE Trolley - Villager Gasoline

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 215393

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
REMOVE CH0040 - INCREASE GVW TO 26,000# FORD GASOLINE, 22.5" TIRE	-7,164.50	SA0180 - DRIVER'S STANCHION W/ LEXAN BARRIER	1437.5
AV0120 - PAGE SYSTEM REI W/ 4 SPEAKERS	977.50	EL0200 - INVERTER FOR 110V OUTLET FOR DECORATIVE LIGHTING	1437.5
SA0230 - BACKUP CAMERA W/ COLOR MONITOR	782		
EL0080 - DRIVER'S FAN - EACH (112.7 X 2)	225.40		
EX0250 - RAMCO HEATED & REMOTE MIRRORS	517.50		
FCD120 - TRANSIGN LED DESTINATION SIGN W/ SOFTWARE & CONTROL	2,702.50		
FCD130 - TRANSIGN LED EXTRA DESTINATION SIGN	1,437.50		
SA0020 - ESCAPE HATCH - STANDARD MODEL	713	Subtotal From Additional Sheet(s):	
GR220 - SIMULATED WINDOW ETCHING DECALS - EACH (64.98 X 18)	1169.64	Subtotal B:	4235.54

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EX0040 - FRONT BUMPER COW CATCHER, WOVEN WIRE - BLACK	632.5		
CH0320 - CHROME WHEEL SIMULATORS 19.5" (4)	569.25		
EL0180 - UPGRADED ALTERNATOR 240 AMP (FORD)	962.55		
EX0090 - EXTERIOR AWNING LIGHT	54.83		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	2219.13

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) 221847.67

Quantity Ordered: 1 **X Subtotal of A + B + C:** 221847.67 = **Subtotal D:** 221847.67

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 600

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Freight	4250
		Above Freight Subject to Change with Fuel Prices	
		Subtotal F:	4250

Delivery Date: TBD **G. Total Purchase Price (D+E+F):** 226697.67

Specialty Vehicles Price Quote 2024

440 Mark Leany Drive, Henderson, NV 89011
Phone: 702-567-5256
Fax: 702-567-3020
www.specialtyvehicles.com

Price Quote Created For:				Date:	08/26/24
CUSTOMER NAME:	City of Pharr, TX			QUOTE #	CPT-0826242
Year	Model	VL208GG - Villager 32' Ford F53	GVWR	Passengers	
2023	Villager	7.3L V8 - Gasoline	22,000	26+4 & 2 W/C	
Date Requested:					

Not all items in picture may be included in vehicle quoted

Totals

Body and Chassis Base Price	$	215,393.00
Options	$	6,454.67
Total Cost (Base+ Options)	$	221,847.67
Freight	$	4,250.00
Total Cost	$	226,097.67
HGAC Fee	$	600.00
Quantity		1
Grand Total	$	226,697.67

Payment Terms:

$56,674.42	25% Down at Time of Order Placement
$170,023.25	Payment in Full Prior Upon Completion

****Customer is responsible for all taxes and licensing requirements****

Customer:

Company	City of Pharr, TX	**Address**	1015 E. Ferguson Avenue
Contact Name	Luis Marin	**City, St, Zip**	Pharr, TX 78577
Title	Public Works Director	**Phone**	956-402-4350 Ext. 2403
Email	luis.marin@pharr-tx.gov	**Fax**	

Purchaser Signature

Title Date:

Specialty Vehicles Signature

Title Date:

Notes/Comments:

FOB Crandon, WI

HGAC PRICING

Above Freight Subject to Change with Fuel Prices

Specialty Vehicles Price Quote 2024

440 Mark Leany Drive, Henderson, NV 89011
Phone: 702-567-5256
Fax: 702-567-3020
www.specialtyvehicles.com

Price Quote Created For:		Date:	08/26/24
CUSTOMER NAME:	City of Pharr, TX	QUOTE #	CPT-0826242

Trolley Upgrades/Options in addition to base price

(in some cases replaces what is listed as standard equipment)

Part# / Description	Each	QTY	Extension
Chassis Options:			
Deduct CH0040 - Increase GVW to 26,000 LB	$ (7,164.50)	1	$ (7,164.50)
CH0320 - Chrome Wheel Simulators 19.5" (4) - Unpublished	$ 569.25	1	$ 569.25
Electrical Options:			
Standard Wiring with Printed Wire	$ -	1	$ -
EL0180 - Upgraded Alternator 240 Amp (Ford) - Unpublished	$ 962.55	1	$ 962.55
EL0080 - Driver's Fan - Each - Published	$ 112.70	2	$ 225.40
EL0200 - 110V Inverter Outlet for Decorative Lighting - Unpublished	$ 1,437.50	1	$ 1,437.50
Audio / Video Options:			
Standard - AM/FM/CD/IPOD/USB	$ -	1	$ -
AV0120 - Page System REI w/ 4 Speakers - Published	$ 977.50	1	$ 977.50
Flooring Options:			
Standard Altro Transit One Piece Floor	$ -	1	$ -
HVAC Options:			
HC0020 - Split System - 120,000 BTU	$ -	1	$ -
HC0120 - Heat Circulation Pump	$ -	1	$ -
HC0160 - Passenger Area Heater 45,000 BTU	$ -	2	$ -
Exterior Options:			
EX0040 - Front Bumper Cow Catcher - Woven Wire - Black - Unpublished	$ 632.50	1	$ 632.50
Totally Enclosed Body	$ -	1	$ -
EX0250 - Ramco Heated & Remote Exterior Mirrors - Published	$ 517.50	1	$ 517.50
EX0090 - Exterior Awning Light - Unpublished	$ 54.83	1	$ 54.83
Paratransit Options:			
ADA020 - Lift, Package Braun Century, Platform Priority Seating Signs, ADA Location Signs, ADA Lighting, Interlock, Audible	$ -	1	$ -
ADA200 - Q'Straint Slide-N-Click (Each Position)	$ -	2	$ -
ADA240 - 2 Position Flip Seat Perimeter Fold Up with Wood Slats	$ -	1	$ -
ADA221 - Dual Chime Signal, Passenger Stop Request Bulkhead Mounted	$ -	1	$ -
ADA280 - Storage Box for Belts - Holds 1 Set	$ -	2	$ -
Interior Options:			
Standard - Natural Oak Interior with Trim	$ -	1	$ -
Standard - Stainless Handrails - Horizontal & Entry	$ -	1	$ -
Fare Collection/Destination Signs:			
FCD120 - Transign LED Destination Sign w/ Software & Control - Published	$ 2,702.50	1	$ 2,702.50
FCD130 - Transign LED Extra Destination Sign - Published	$ 1,437.50	1	$ 1,437.50
Safety Options:			
SA0230 - Back Up Camera w/ Color Monitor - Published	$ 782.00	1	$ 782.00

Specialty Vehicles Price Quote 2024

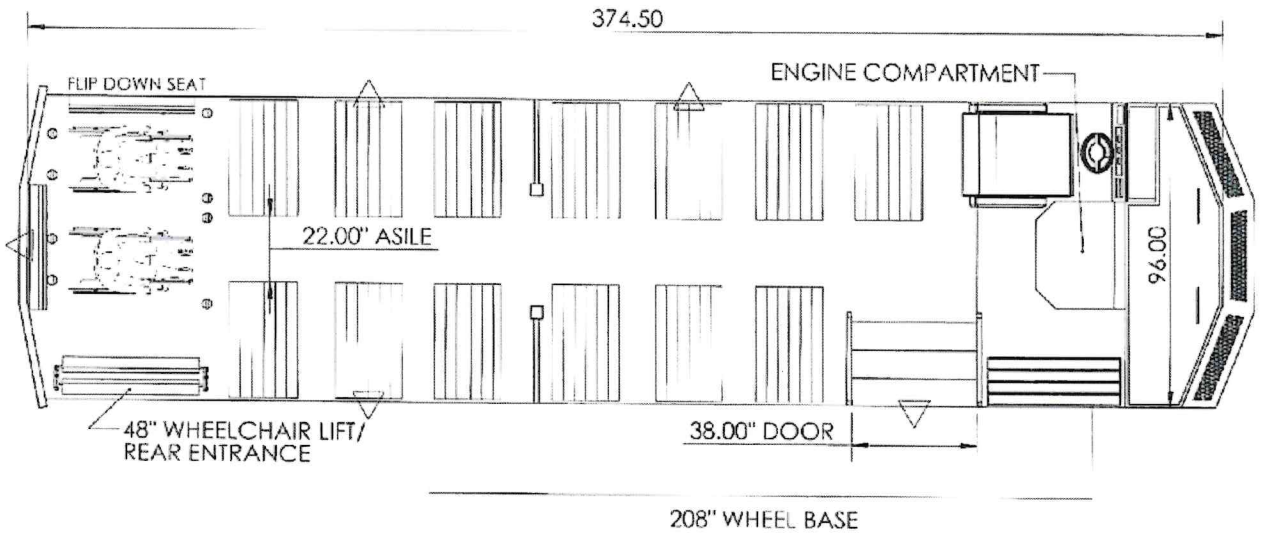
440 Mark Leany Drive, Henderson, NV 89011
Phone: 702-567-5256
Fax: 702-567-3020
www.specialtyvehicles.com

Chassis Options:		Date:	08/26/24
CUSTOMER NAME:	City of Pharr, TX	QUOTE #	CPT-0826242

Trolley Upgrades/Options in addition to base price

(in some cases replaces what is listed as standard equipment)

Part# / Description	Each	QTY	Extension
SA0020 - Escape Hatch - Standard Model - Published	$ 713.00	1	$ 713.00
SA0180 - Driver's Stanchion w/ Lexan Barrier - Published	$ 1,437.50	1	$ 1,437.50
Graphics Options:			
2 Tone PPG Paint and HT Stipe Package (Stock Vinyl Colors Only)	$ -	1	$ -
Passenger Seating Options:			
Vintage Style Seats with Oak Slats (per double seat)	$ -	1	$ -
GR220 - Simulated Window Etching Decals - Published	$ 64.98	18	$ 1,169.64
Driver Seating Options:			
Standard - Freedman Transit Mechanical Seat - Black Fabric	$ -	1	$ -


374.50
FLIP DOWN SEAT
ENGINE COMPARTMENT
22.00" ASILE
96.00
48" WHEELCHAIR LIFT/
REAR ENTRANCE
38.00" DOOR
208" WHEEL BASE

FW: Pharr TX HGAC Trolley Quote

Nancy Munoz <Nancy.Munoz@specialtyvehicles.com>

Mon 8/26/2024 5:19 PM

To:Luis Marin <luis.marin@pharr-tx.gov>

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

Hi Luis,
The items below are already installed on the stock demo units. So these items will make this quote a little higher. Just so you know.

Thank you.
Nancy

- 2 Transign Destination signs,
- upgraded alternator
- 2 driver's fans
- 110V inverter
- backup camera
- escape hatch
- driver's stanchion w/ lexan barrier

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AMENDMENT No. 1 to CONTRACT No. BT01-21
For
Buses-Shuttle, Transit, Trams and Other Specialty Buses
Between
HOUSTON-GALVESTON AREA COUNCIL
And
SVI, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through December 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82E6270D5D61423...
Chuck Wemple, Executive Director

Date: 1/12/2023

Signed for: **SVI, Inc.**

DocuSigned by:
E07707306B7A4D2...

Printed Name & Title: Leah Munoz President

Date: 1/11/2023

DocuSign Envelope ID: 5BD8D032-896E-4989-B63D-7B76F3C14B06

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and SVI, Inc., hereinafter referred to as the Contractor, having its principal place of business at 440 Mark Leany Drive, Henderson, NV 89011.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

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subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

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If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

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A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and

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policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

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ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

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For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

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SVI, Inc.	**H-GAC**
Signature DocuSigned by: Leah Munoz E07707306B7A4D2...	Signature DocuSigned by: 82EC270D5D61423...
Name Leah Munoz	Name Chuck Wemple
Title President	Title Executive Director
Date 3/1/2021	Date 3/1/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

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

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment A			
SVI, Inc.			
Buses-Shuttle, Transit, Trams and Other Specialty Buses			
Contract No. BT01-21			
Code	**Manufacturer**	**Description**	**Price**
GIA	Chance Morgan	TramStar LFT Power Car - Gasoline	$204,500
GIC	Chance Morgan	TramStar LFT Power Car - Propane	$229,500
GID	Chance Morgan	TramStar LFT Power Car - CNG	$244,000
GIE	Chance Morgan	TramStar LFT Trailer - 28 Passenger	$124,000
GIF	Chance Morgan	Sunliner II Power Car - Gasoline	$175,000
GIG	Chance Morgan	Sunliner II Power Car - Propane	$200,000
GIH	Chance Morgan	Sunliner II Power Car - CNG	$215,000
GII	Chance Morgan	Sunliner II Trailer - 32 Passenger	$105,000
YIA	Specialty Vehicles	FE Trolley - 26' F53 Gasoline	$148,207
YIB	Specialty Vehicles	FE Trolley - 30' F53 Gasoline	$153,062
YIC	Specialty Vehicles	FE Trolley - 32' F53 Gasoline	$153,992
YID	Specialty Vehicles	FE Trolley - 35' F53 Gasoline	$163,340
YIF	Specialty Vehicles	FE Trolley - 30' MB65 Diesel	$178,037
YIG	Specialty Vehicles	FE Trolley - 32' MB65 Diesel	$181,277
YJA	Specialty Vehicles	FE Trolley - 35' MB65 Diesel	$186,927
YJB	Specialty Vehicles	RE Trolley - 33' XBS Diesel	$202,454
YJC	Specialty Vehicles	RE Trolley - 37' XBS Diesel	$205,534
YJD	Specialty Vehicles	RE Low Floor Trolley - 29' XBA Diesel	$268,585
YJE	Specialty Vehicles	RE Low Floor Trolley - 34' XBA Diesel	$276,325
YWA	Specialty Vehicles	Eco Shuttle - 8 Passenger Electric Shuttle	$16,000
YWB	Specialty Vehicles	Eco Shuttle - 11 Passenger Electric Shuttle	$16,975
YWC	Specialty Vehicles	Eco Shuttle - 14 Passenger Electric Shuttle	$17,945
YWD	Specialty Vehicles	Eco Shuttle - 10 Passenger Electric Shuttle w/1-Wheelchair position	$21,455
YWE	Specialty Vehicles	Eco Shuttle Trailer - 14 Passenger	$14,550
YWF	Specialty Vehicles	Executive Tram Trailer - 9 Passenger	$13,300
YWG	Specialty Vehicles	Executive Tram Trailer - 12 Passenger	$15,105
YWH	Specialty Vehicles	Executive Tram Trailer - 15 Passenger	$18,525
YWI	Specialty Vehicles	Executive Tram Trailer - 21 Passenger	$22,705
YWJ	Specialty Vehicles	Tram Tow Tug Tractor - Gasoline Fueled	$52,132
YWK	Specialty Vehicles	Tram Tow Tug Tractor - Propane Fueled	$52,032
YWL	Specialty Vehicles	Tram Tow Tug Tractor - Diesel Fueled	$69,344
YWM	Specialty Vehicles	Metro Power Car - Gasoline	$125,000
YWN	Specialty Vehicles	Metro Power Car - Diesel (Hydrostatic Drive Only)	$141,900
YWO	Specialty Vehicles	Metro Power Car - Propane	$130,000
YWP	Specialty Vehicles	Metro Trailer - 28 Passenger	$51,400
YWQ	Specialty Vehicles	Cruiser Tram - 24' Gasoline	$87,000
YWR	Specialty Vehicles	Cruiser Tram - 24' Propane	$107,000
YWS	Specialty Vehicles	Cruiser Tram - 24' CNG	$112,000
YWT	Specialty Vehicles	Cruiser Tram - 27' Gasoline	$93,000
YWU	Specialty Vehicles	Cruiser Tram - 27' Propane	$113,000
YWV	Specialty Vehicles	Cruiser Tram - 27' CNG	$118,000
YWX	Specialty Vehicles	Safari Tram - 16' Body / 27' Tram Gasoline	$80,000
YWY	Specialty Vehicles	Safari Tram - 16' Body / 27' Tram Diesel	$90,000
YWZ	Specialty Vehicles	Safari Tram - 18' Body / 29' Tram Gasoline	$86,000
YAA	Specialty Vehicles	Safari Tram - 18' Body / 29' Tram Diesel	$96,000

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YAB	Specialty Vehicles	Safari Tram - 20' Body / 31' Tram Gasoline	$97,000
YAC	Specialty Vehicles	Safari Tram - 20' Body / 31' Tram Diesel	$107,000
YAD	Specialty Vehicles	Mini Trolley - 23' ADA or Not	$116,000

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.A.
DATE SUBMITTED: August 29, 2024
MEETING DATE: September 3, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: David Friedlein

Agenda Item: Consideration and action, if any, authorizing City Manager to award a construction contract for the Commercial Vehicle Parking Area to NM Contracting, LLC, from McAllen, TX, in the amount of $11,888,058.76. **This item supports IF - Infrastructure.**

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

Issue: Bids for the Commercial Vehicle Parking Area were opened and read aloud on May 30, 2024. A total of six (6) bids were received, and the apparent low bidder was NM Contracting, LLC. The six bidders included the following: (1) NM Contracting, LLC, (2) IOC Company, LLC, (3) Gonzalez Engineering & Management, LLC, (4) Texas Cordia Construction, LLC, (5) Takco, Inc, and (6) Foremost Paving, Inc. The engineer's estimate was $12,618,254 and the bids ranged from $11,888,059 to $14,199,4912.
A bid analysis was completed by staff who found NM's bid reasonable in comparison with the engineer's estimate. As the lowest responsive and responsible bidder, staff recommended NM to TxDOT for award, and TxDOT concurred on August 16, 2024.

The project is now ready to be awarded by the Pharr City Commission. Contract time is 275 standard workweek days (14 months). (CSJ: 0921-02-423)
Project No. 2324-71-510-C07-293

Fiscal Consideration: The award is in the amount of $11,888,058.76

Staff Recommendation: Staff recommends authorizing the City Manager to award a construction contract to NM Contracting, LLC, for the Commercial Vehicle Parking Area.

Alternatives: TxDOT has provided their concurrence to award the project to IOC--no alternative. Otherwise, the City risks losing approximately $9.15 million in State and Federal funding.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 8/29/2024
Mayra Gomez	Approved - 8/29/2024

Jamison Merrick	Approved - 8/30/2024
Ricardo Rodriguez	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

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Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231
956.702.6100
www.txdot.gov

August 16, 2024

The Honorable Ambrosio Hernandez
Mayor
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: Commercial Vehicle Parking Area
CSJ: 0921-02-423
Concurrence to 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 July 10, 2024, and we do concur with awarding the contract to NM Contracting, LLC with their low bid amount of $11,888,058.76. The City of Pharr may now award the contract and move forward with construction operations.

Ms. Bahareh Bathaei, 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 her 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:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:
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
Francisco Chapa, P.E., Pharr District Project Manager, Advanced Project Delivery Section
Bahareh Bathaei, P.E., Pharr Area Office Construction Project Manager

BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

			BIDDERS:		NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1	0100-6001	PREPARING ROW	AC	21	$1,260.00	$26,460.00	$2,700.00	$56,700.00	$1,000.00	$21,000.00	$7,000.00	$147,000.00	$4,809.71	$101,003.91	$1,800.00	$37,800.00
2	0104-6029	REMOVING CONC. CURB & GUTTER	LF	65	$26.25	$1,706.25	$15.00	$975.00	$10.00	$650.00	$20.00	$1,300.00	$11.52	$748.80	$10.00	$650.00
3	0105-6091	REMOVING STAB BASE & ASPH (8"-12")	SY	800	$21.00	$16,800.00	$5.00	$4,000.00	$4.00	$3,200.00	$8.00	$6,400.00	$14.12	$11,296.00	$5.00	$4,000.00
4	0110-6001	EXCAVATION (ROADWAY)	CY	13225	$8.93	$118,099.25	$4.00	$52,900.00	$15.00	$198,375.00	$15.00	$198,375.00	$6.41	$84,772.25	$14.25	$188,456.25
5	0110-6002	EXCAVATION (CHANNEL)	CY	9700	$8.93	$86,621.00	$6.00	$58,200.00	$8.00	$77,600.00	$15.00	$145,500.00	$6.40	$62,080.00	$7.50	$72,750.00
6	0132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	3984	$26.25	$104,580.00	$3.00	$11,952.00	$15.00	$59,760.00	$6.00	$23,904.00	$75.98	$302,704.32	$5.00	$19,920.00
7	0160-6005	FURNISHING AND PLACING TOPSOIL	CY	100	$6.30	$630.00	$15.00	$1,500.00	$30.00	$3,000.00	$50.00	$5,000.00	$7.23	$723.00	$30.00	$3,000.00
8	0164-6004	SEEDING, HYDROMULCH	AC	1.5	$8,232.84	$12,349.26	$2,200.00	$3,300.00	$900.00	$1,350.00	$2,200.00	$3,300.00	$4,342.05	$6,513.08	$2,200.00	$3,300.00
9	0166-6001	FERTILIZER	AC	1.5	$1,890.00	$2,835.00	$750.00	$1,125.00	$1,200.00	$1,800.00	$750.00	$1,125.00	$845.85	$1,268.78	$750.00	$1,125.00
10	0169-6001	SOIL RETENTION BLANKET (CL1)(TYA)	SY	1850	$19.95	$36,907.50	$2.50	$4,625.00	$2.00	$3,700.00	$3.00	$5,550.00	$2.82	$5,217.00	$2.50	$4,625.00
11	0247-6080	FL BS (CMP IN PLC)(TY E GR 4)(6")	SY	75328	$10.50	$790,944.00	$7.00	$527,296.00	$7.50	$564,960.00	$13.00	$979,264.00	$8.77	$660,626.56	$5.25	$395,472.00
12	0247-6423	FL BS (CMP IN PLC)(TY B GR 3)(8")	SY	1550	$34.65	$53,707.50	$19.00	$29,450.00	$10.00	$15,500.00	$20.00	$31,000.00	$11.43	$17,716.50	$7.00	$10,850.00
13	0260-6001	LIME (HYDRATED LIME)(DRY)	TONS	2125	$378.00	$803,250.00	$195.00	$414,375.00	$310.00	$658,750.00	$320.00	$680,000.00	$412.49	$876,541.25	$250.00	$531,250.00
14	0260-6006	LIME TRT (EX MATL)(6")	TONS	22	$378.00	$8,316.00	$400.00	$8,800.00	$310.00	$6,820.00	$270.00	$5,940.00	$807.10	$17,756.20	$400.00	$8,800.00
15	0260-6011	LIME TRT (EXST MATL)(12")	SY	75328	$6.30	$474,566.40	$2.50	$188,320.00	$5.00	$376,640.00	$2.00	$150,656.00	$2.23	$167,981.44	$6.75	$508,464.00
16	0275-6001	CEMENT	TONS	755	$210.00	$158,550.00	$200.00	$151,000.00	$300.00	$226,500.00	$200.00	$151,000.00	$231.86	$175,054.30	$190.00	$143,450.00
17	0275-6003	CEMENT TRT (NEW BASE)(6")	SY	75328	$4.20	$316,377.60	$1.50	$112,992.00	$5.00	$376,640.00	$2.00	$150,656.00	$1.99	$149,902.72	$3.50	$263,648.00
18	0340-6108	D-GR-HMA(SQ) TY-D SAC-B	TONS	4340	$182.24	$790,921.60	$100.00	$434,000.00	$185.00	$802,900.00	$110.00	$477,400.00	$323.99	$1,406,116.60	$130.00	$564,200.00
19	0360-6010	CONC PVMT (CONT REIN-CRCP)(7.5")	SY	41078	$69.30	$2,846,705.40	$83.00	$3,409,474.00	$80.00	$3,286,240.00	$80.00	$3,286,240.00	$86.24	$3,542,566.72	$99.00	$4,066,722.00
20	0360-6012	CONC PVMT (CONT REIN-CRCP)(9.5")	SY	34250	$76.65	$2,625,262.50	$95.00	$3,253,750.00	$95.00	$3,253,750.00	$84.00	$2,877,000.00	$109.90	$3,764,075.00	$113.50	$3,887,375.00

BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

			BIDDERS:		NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
21	0402-6001	TRENCH EXCAVATION PROTECTION	LF	3946	$4.20	$16,573.20	$0.10	$394.60	$1.00	$3,946.00	$3.00	$11,838.00	$1.40	$5,524.40	$0.01	$39.46
22	0416-6030	DRILL SHAFT (LIGHT POLE)(24")	FT	288	$174.30	$50,198.40	$298.65	$86,011.20	$220.00	$63,360.00	$300.00	$86,400.00	$81.45	$23,457.60	$275.00	$79,200.00
23	0420-6037	CL C CONC (BENT)	CY	40	$472.50	$18,900.00	$750.00	$30,000.00	$800.00	$32,000.00	$700.00	$28,000.00	$428.57	$17,142.80	$1,200.00	$48,000.00
24	0464-6003	RC PIPE (CL III)(18")	LF	436	$86.10	$37,539.60	$80.00	$34,880.00	$80.00	$34,880.00	$107.00	$46,652.00	$86.17	$37,570.12	$110.00	$47,960.00
25	0464-6005	RC PIPE (CLIII)(24")	LF	1231	$105.00	$129,255.00	$95.00	$116,945.00	$90.00	$110,790.00	$130.00	$160,030.00	$104.31	$128,405.61	$140.00	$172,340.00
26	0464-6007	RC PIPE (CLIII)(30")	LF	645	$141.75	$91,428.75	$133.00	$85,785.00	$120.00	$77,400.00	$188.00	$121,260.00	$225.41	$145,389.45	$200.00	$129,000.00
27	0464-6008	RC PIPE (CLIII)(36")	LF	796	$210.00	$167,160.00	$185.00	$147,260.00	$145.00	$115,420.00	$257.00	$204,572.00	$191.07	$152,091.72	$260.00	$206,960.00
28	0464-6009	RC PIPE (CLIII)(42")	LF	138	$309.75	$42,745.50	$252.00	$34,776.00	$185.00	$25,530.00	$325.00	$44,850.00	$253.73	$35,014.74	$330.00	$45,540.00
29	0464-9001	TIE TO EXIST. 24" STORM STUB OUT	EA	1	$3,675.00	$3,675.00	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$2,800.00	$2,800.00	$3,136.26	$3,136.26	$4,000.00	$4,000.00
30	0465-6003	MANH (COMP)(PRM)(60 IN)	EA	2	$6,825.00	$13,650.00	$10,000.00	$20,000.00	$8,500.00	$17,000.00	$6,300.00	$12,600.00	$9,811.48	$19,622.96	$6,100.00	$12,200.00
31	0465-6004	MANH (COMP)(PRM)(84 IN)	EA	1	$6,825.00	$6,825.00	$13,000.00	$13,000.00	$15,000.00	$15,000.00	$16,100.00	$16,100.00	$18,275.14	$18,275.14	$9,000.00	$9,000.00
32	0465-6168	INLET (COMP) TY A	EA	3	$6,090.00	$18,270.00	$5,000.00	$15,000.00	$4,500.00	$13,500.00	$3,300.00	$9,900.00	$9,719.84	$29,159.52	$5,800.00	$17,400.00
33	0465-6180	INLET (COMP) (TY C2)(10FT)	EA	3	$10,290.00	$30,870.00	$8,250.00	$24,750.00	$9,500.00	$28,500.00	$7,200.00	$21,600.00	$11,061.57	$33,184.71	$3,400.00	$10,200.00
34	0465-6269	INLET (COMP)(TY C)(2 GRATE)	EA	12	$6,090.00	$73,080.00	$5,500.00	$66,000.00	$10,000.00	$120,000.00	$4,900.00	$58,800.00	$5,137.19	$61,646.28	$5,200.00	$62,400.00
35	0467-6389	SET (TY II)(24")(RCP)(3:1)(P)	EA	1	$1,890.00	$1,890.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$1,400.00	$1,400.00	$2,559.39	$2,559.39	$4,800.00	$4,800.00
36	0467-6449	SET (TY II)(36")(RCP)(3:1)(P)	EA	1	$4,830.00	$4,830.00	$8,500.00	$8,500.00	$3,500.00	$3,500.00	$1,900.00	$1,900.00	$5,560.47	$5,560.47	$8,300.00	$8,300.00
37	0467-6462	SET (TY II)(42")(RCP)(3:1)(P)	EA	1	$6,930.00	$6,930.00	$10,000.00	$10,000.00	$4,500.00	$4,500.00	$2,600.00	$2,600.00	$5,959.03	$5,959.03	$10,000.00	$10,000.00
38	0479-6001	ADJUSTING MANHOLES	EA	2	$2,940.00	$5,880.00	$2,500.00	$5,000.00	$1,500.00	$3,000.00	$2,600.00	$5,200.00	$1,474.61	$2,949.22	$4,000.00	$8,000.00
39	0500-6001	MOBILIZATION	LS	1	$82,215.00	$82,215.00	$1,245,000.00	$1,245,000.00	$750,000.00	$750,000.00	$1,255,000.00	$1,255,000.00	$241,816.33	$241,816.33	$750,000.00	$750,000.00
40	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	13	$5,775.00	$75,075.00	$1,000.00	$13,000.00	$5,000.00	$65,000.00	$3,000.00	$39,000.00	$11,588.84	$150,654.92	$3,200.00	$41,600.00

BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

			BIDDERS:		NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
41	0506-0000	~~SILT FENCE, INLET BALLS;~~ CONSTRUCTION ENTRANCE, NOI AND NOT	LS	1	$65,572.50	$65,572.50	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00	$32,390.54	$32,390.54	$30,000.00	$30,000.00
42	0529-6002	CONC CURB (TY II)	LF	3992	$10.50	$41,916.00	$7.50	$29,940.00	$15.00	$59,880.00	$7.00	$27,944.00	$24.81	$99,041.52	$21.00	$83,832.00
43	0529-6030	CONC CURB & GUTTER (VALLEY GUTTER)(72")	LF	149	$58.80	$8,761.20	$95.00	$14,155.00	$165.00	$24,585.00	$90.00	$13,410.00	$30.45	$4,537.05	$75.00	$11,175.00
44	0529-6031	CONC CURB & GUTTER (VALLEY GUTTER)(36")	LF	72	$29.40	$2,116.80	$75.00	$5,400.00	$80.00	$5,760.00	$50.00	$3,600.00	$28.20	$2,030.40	$65.00	$4,680.00
45	0531-6013	CURB RAMPS (TY10)	EA	2	$2,625.00	$5,250.00	$2,000.00	$4,000.00	$2,700.00	$5,400.00	$2,000.00	$4,000.00	$2,819.51	$5,639.02	$1,650.00	$3,300.00
46	0531-6042	CONC. SIDEWALKS (5")	SY	52	$56.70	$2,948.40	$100.00	$5,200.00	$2,700.00	$140,400.00	$100.00	$5,200.00	$65.93	$3,428.36	$105.00	$5,460.00
47	0550-6009	CHAIN LINK FENCE (INSTALL)(6')(BARB TOP)	LF	3225	$57.75	$186,243.75	$32.00	$103,200.00	$45.00	$145,125.00	$30.00	$96,750.00	$36.97	$119,228.25	$75.00	$241,875.00
48	0550-9001	6-FT CEDAR FENCE (INSTALLED)	LF	890	$50.40	$44,856.00	$28.80	$25,632.00	$35.00	$31,150.00	$20.00	$17,800.00	$50.75	$45,167.50	$50.00	$44,500.00
49	0610-6056	IN RD IL AM (TY AL)(40 S-8)	EA	26	$1,365.00	$35,490.00	$12,488.91	$324,711.66	$1,500.00	$39,000.00	$12,500.00	$325,000.00	$3,383.41	$87,968.66	$11,500.00	$299,000.00
50	0618-6033	CONDT (PVC)(SCH 40)(4")	LF	6200	$28.35	$175,770.00	$59.73	$370,326.00	$20.00	$124,000.00	$60.00	$372,000.00	$13.18	$81,716.00	$55.00	$341,000.00
51	0628-9000	ELC SRV 480/277/100 AMP	LS	1	$378,000.00	$378,000.00	$46,154.65	$46,154.65	$15,000.00	$15,000.00	$46,100.00	$46,100.00	$28,195.11	$28,195.11	$42,500.00	$42,500.00
52	0644-9001	R1-1 (STOP)(30"X30") MOUNTED SIGN	EA	2	$834.75	$1,669.50	$795.00	$1,590.00	$1,200.00	$2,400.00	$870.00	$1,740.00	$896.60	$1,793.20	$800.00	$1,600.00
53	0644-9002	R2-1 (SPEED LIMIT)(24"X30") MOUNTED SIGN	EA	1	$834.75	$834.75	$795.00	$795.00	$1,200.00	$1,200.00	$870.00	$870.00	$896.60	$896.60	$800.00	$800.00
54	0644-9003	R4-7 (KEEP RIGHT)(24"X30") MOUNTED SIGN	EA	1	$834.75	$834.75	$795.00	$795.00	$1,200.00	$1,200.00	$910.00	$910.00	$896.60	$896.60	$800.00	$800.00
55	0644-9004	~~R5-1 (DO NOT~~ ENTER)(30"X30") MOUNTED SIGN	EA	2	$834.75	$1,669.50	$795.00	$1,590.00	$1,200.00	$2,400.00	$930.00	$1,860.00	$448.30	$896.60	$800.00	$1,600.00
56	0666-6047	REFL PAV MARK TY I (W)24"(SLD)(60MIL)	LF	46	$12.60	$579.60	$12.31	$566.26	$12.00	$552.00	$10.00	$460.00	$13.53	$622.38	$12.00	$552.00
57	0666-6053	REFL PAV MARK TY I (W)ARROW(60MIL)	EA	25	$131.25	$3,281.25	$128.25	$3,206.25	$250.00	$6,250.00	$130.00	$3,250.00	$140.98	$3,524.50	$125.00	$3,125.00
58	0666-6077	REFL PAV MARK TY I (W)WORD(60MIL)	EA	1	$498.75	$498.75	$487.36	$487.36	$250.00	$250.00	$490.00	$490.00	$535.71	$535.71	$475.00	$475.00
59	0666-6207	REFL PAV MARK TY II (Y)4"(SLD)	LF	52000	$1.31	$68,120.00	$1.28	$66,560.00	$0.80	$41,600.00	$1.00	$52,000.00	$1.41	$73,320.00	$1.25	$65,000.00
60	5131-6001	FIXED BOLLARDS	EA	80	$1,890.00	$151,200.00	$450.00	$36,000.00	$950.00	$76,000.00	$1,300.00	$104,000.00	$620.29	$49,623.20	$1,500.00	$120,000.00

BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

			BIDDERS:		NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
NO	SPEC NO	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
61	5155-6002	AUTOMATIC SWING GATE (DOUBLE)	EA	2	$15,750.00	$31,500.00	$10,610.00	$21,220.00	$10,000.00	$20,000.00	$29,200.00	$58,400.00	$4,736.78	$9,473.56	$5,000.00	$10,000.00
62	7049-6011	FURNISH/INSTALL 6" C900 DR18	LF	837	$29.40	$24,607.80	$39.46	$33,028.02	$55.00	$46,035.00	$30.00	$25,110.00	$48.35	$40,468.95	$43.00	$35,991.00
63	7049-6012	FURNISH/INSTALL 8" C900 DR18	LF	2820	$42.00	$118,440.00	$45.75	$129,015.00	$60.00	$169,200.00	$40.00	$112,800.00	$57.99	$163,531.80	$46.00	$129,720.00
64	7049-6043	CASING STEEL (14IN)	LF	813	$155.40	$126,340.20	$95.00	$77,235.00	$130.00	$105,690.00	$540.00	$439,020.00	$87.04	$70,763.52	$110.00	$89,430.00
65	7049-6045	CASING STEEL (18IN)	LF	48	$189.00	$9,072.00	$300.00	$14,400.00	$190.00	$9,120.00	$370.00	$17,760.00	$401.19	$19,257.12	$310.00	$14,880.00
66	7049-6087	TAPPING SLEEVE & VALVE (12"X6")	EA	3	$5,197.50	$15,592.50	$4,500.00	$13,500.00	$10,000.00	$30,000.00	$4,400.00	$13,200.00	$5,589.42	$16,768.26	$7,000.00	$21,000.00
67	7049-6088	TAPPING SLEEVE & VALVE (12"X8")	EA	2	$6,843.90	$13,687.80	$5,000.00	$10,000.00	$10,000.00	$20,000.00	$5,000.00	$10,000.00	$6,489.67	$12,979.34	$8,000.00	$16,000.00
68	7168-6010	SAN. SEWER (8 IN)(PVC)(SDR26) < 10'	LF	700	$39.90	$27,930.00	$85.00	$59,500.00	$62.00	$43,400.00	$50.00	$35,000.00	$61.13	$42,791.00	$80.00	$56,000.00
69	7168-6032	SERVICE CONNECTION (SAN SEWER)	EA	2	$1,575.00	$3,150.00	$1,000.00	$2,000.00	$2,500.00	$5,000.00	$3,100.00	$6,200.00	$2,647.58	$5,295.16	$1,400.00	$2,800.00
70	7179-6004	CONNECT PRO SAN SWR MAIN TO EX STUBOUT	EA	1	$7,875.00	$7,875.00	$7,500.00	$7,500.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$4,219.25	$4,219.25	$3,000.00	$3,000.00
71	7182-6016	SAN SEW (LATERAL)(6")	LF	30	$36.75	$1,102.50	$175.00	$5,250.00	$3,500.00	$105,000.00	$150.00	$4,500.00	$238.68	$7,160.40	$50.00	$1,500.00
72	7196-6003	HYDROSTATIC TESTING/CHLORINATION	LS	1	$3,675.00	$3,675.00	$1,000.00	$1,000.00	$10,000.00	$10,000.00	$6,300.00	$6,300.00	$29,322.91	$29,322.91	$5,000.00	$5,000.00
73	7196-6074	GATE VALVE & BOX (8")	EA	4	$2,940.00	$11,760.00	$3,500.00	$14,000.00	$1,500.00	$6,000.00	$7,400.00	$29,600.00	$4,006.33	$16,025.32	$3,200.00	$12,800.00
74	7242-6011	4' DIA SANITARY SEWER MANHOLE (0'-6' DEEP)	EA	3	$11,434.50	$34,303.50	$10,000.00	$30,000.00	$6,000.00	$18,000.00	$11,800.00	$35,400.00	$9,638.81	$28,916.43	$8,000.00	$24,000.00
75	7242-6014	EXTRA DEPTH 4' DIA SANITARY SWR MANHOLE	VF	4	$1,984.50	$7,938.00	$11,000.00	$44,000.00	$750.00	$3,000.00	$12,500.00	$50,000.00	$705.77	$2,823.08	$1,000.00	$4,000.00
76	7276-6049	FURNISH & INST FIRE HYDRANT w/ 6" GATE VALVE	EA	8	$11,025.00	$88,200.00	$7,250.00	$58,000.00	$7,500.00	$60,000.00	$8,400.00	$67,200.00	$9,081.00	$72,648.00	$8,000.00	$64,000.00
77	7286-6002	HYDRANT RELOCATION	EA	1	$3,990.00	$3,990.00	$3,750.00	$3,750.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$5,422.40	$5,422.40	$7,000.00	$7,000.00
78	7300-6021	WATR SERV 1" SHRT SIDE NEW METR & CONCT	EA	1	$3,360.00	$3,360.00	$1,300.00	$1,300.00	$3,000.00	$3,000.00	$4,900.00	$4,900.00	$4,938.20	$4,938.20	$1,000.00	$1,000.00
79	7300-6023	WATR SERV 2" SHRT SIDE NEW METR & CONCT	EA	2	$3,932.25	$7,864.50	$2,000.00	$4,000.00	$3,500.00	$7,000.00	$2,700.00	$5,400.00	$3,046.62	$6,093.24	$2,000.00	$4,000.00
80	7313-6019	CONNECT TO EXISTING 8-IN WATER LINE	EA	1	$3,990.00	$3,990.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00	$3,300.00	$3,300.00	$3,572.25	$3,572.25	$2,000.00	$2,000.00

BID OPENING: MAY 30, 2024 AT 3:00 PM

LOCATION: LARGE CONFERENCE ROOM (1ST FLOOR)

PROJECT NO. 2324-71-510-C07-293 COMMERCIAL VEHICLE PARKING AREA (CSJ 0921-02-423)

					NM CONTRACTING LLC MCALLEN, TX		IOC COMPANY LLC EDINBURG, TX		GONZALEZ EDINBURG, TX		TEXAS CORDIA EDINBURG, TX		TAKCO INC LA GRANGE, GA		FOREMOST PAVING WESLACO, TX	
		BIDDERS:														
NO	**SPEC NO**	**DESCRIPTION**	**UOM**	**QTY**	**UNIT COST**	**EXTENDED**	**UNIT COST**	**EXTENDED**	**UNIT COST**	**EXTENDED**	**UNIT COST**	**EXTENDED**	**UNIT COST**	**EXTENDED**	**UNIT COST**	**EXTENDED**
81	7324-6005	DUCTILE IRON FITTINGS	TONS	1.1	$6,825.00	$7,507.50	$15,000.00	$16,500.00	$1,000.00	$1,100.00	$6,100.00	$6,710.00	$9,517.94	$10,469.73	$10,000.00	$11,000.00
82	7326-6007	SANITARY SEWER TWO-WAY CLEANOUT	EA	2	$3,990.00	$7,980.00	$4,000.00	$8,000.00	$1,100.00	$2,200.00	$2,500.00	$5,000.00	$2,539.56	$5,079.12	$150.00	$300.00
		GRAND TOTAL			**$11,888,058.76**		**$12,290,043.00**		**$12,838,858.00**		**$13,500,296.00**		**$13,693,255.33**		**$14,199,491.71**	
		BID BOND:			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		BID SUBMITTAL CHECKLIST			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		DISCLOSURE LOBBYING ACTIVITIES			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		NON-COLLUSION AFFIDAVIT			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		CHILD SUPPORT FORM			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		CONTRACTOR ASSURANCES			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		BIDDER CHECK RETURN			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		SUB CONTRACTORS			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		BLANK	
		SOQ			SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
		ACKNOWLEDGEMENT ADDENDUM			ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED		ACKNOWLEDGED	

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.B.
DATE SUBMITTED: August 22, 2024
MEETING DATE: September 3, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing City Manager to award a construction contract for the Donation Acceptance Program for Fiscal Year 2016 (DAP FY 16) to D. Wilson Construction Company from McAllen, TX, in the amount of $45,253,972.12. **This item supports IF - Infrastructure**.

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

Issue: Bids for DAP FY 16 were opened and read aloud on June 20, 2024. A total of three (3) bids were received.

A bid analysis was completed and found D. Wilson's bid to be the lowest and most responsible bidder. A Letter of Recommendation to Award was submitted to TxDOT for their concurrence and approved on August 22, 2024.

The project is now ready to be awarded by the Pharr City Commission.

Project No. 2324-71-510-C08-406 Dock Expansion Phase I, Phase II & Agricultural Lab Re-Bid (CSJ: 0921-02-433 / 424 / 425)

Fiscal Consideration: The award is in the amount of $45,253,972.12

Staff Recommendation: Staff recommends authorizing the City Manager to award a construction contract to D. Wilson Construction Company for DAP FY 16.

Alternatives: TxDOT has provided their concurrence to award the project to D. Wilson Construction Company--no alternative. Otherwise, the City risks losing funding.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 8/22/2024
Mayra Gomez	Approved - 8/26/2024
Jamison Merrick	Approved - 8/27/2024
Ricardo Rodriguez	Approved - 8/28/2024
City Management Office	Final Approval - 8/28/2024

Docusign Envelope ID: DD2475FB-527E-4F45-9970-85BC22F56338

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231
956.702.6100
www.txdot.gov

August 22, 2024

The Honorable Ambrosio Hernandez
Mayor
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: FY 16 DAP – Pharr Agricultural Lab, Dock Expansion Phase I and Phase II
CSJ: 0921-02-433, 424 & 425
Concurrence to 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 July 3, 2024, and we do concur with awarding the contract to D. Wilson Construction Company with their low bid amount of $45,253,972.12. The City of Pharr may now award the contract and move forward with construction operations.

Mr. Clemente Mena, 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 Project Manager, Mr. Javier Lopez, P.E. at (956) 702-6195.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:
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 Director of TP&D
Hector E. Siller, P.E., P.M.P., Pharr Area Engineer
Margil Maldonado Jr., P.E., Pharr District Advanced Project Delivery Supervisor
Javier Lopez, P.E., Pharr District Project Manager, Advanced Project Delivery Section
Clemente Mena, P.E., Pharr Area Office Construction Project Manager

Pharr Purchasing

BID OPENING: JUNE 20, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: PREPARING ROW	AC	7		$13,915.14	$97,405.98	$5,450.00	$38,150.00	$12,800.00	$89,600.00
2	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOVING CONC (PAV)	SY	6080		$68.50	$416,480.00	$27.25	$165,680.00	$63.00	$383,040.00
3	6015	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOVING CONC (SIDEWALKS)	SY	28		$54.37	$1,522.36	$38.15	$1,068.20	$50.00	$1,400.00
4	6022	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOVING CONC (CURB AND GUTTER)	LF	1450		$6.53	$9,468.50	$5.45	$7,902.50	$6.00	$8,700.00
5	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: EXCAVATION	CY	6546		$9.79	$64,085.34	$14.17	$92,756.82	$9.00	$58,914.00
6	6006	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	4335		$27.17	$117,781.95	$14.17	$61,426.95	$25.00	$108,375.00
7	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: FURNISHING AND PLACING TOPSOIL (4")	SY	4975		$6.53	$32,486.75	$6.54	$32,536.50	$19.00	$94,525.00
8	6027	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)	SY	4975		$2.53	$12,586.75	$0.82	$4,079.50	$2.50	$12,437.50
9	6100	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: LANDSCAPING & IRRIGATION	LS	1		$100,015.04	$100,015.04	$100,280.00	$100,280.00	$105,000.00	$105,000.00
10	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: VEGETATIVE WATERING	MG	50		$570.74	$28,537.00	$572.25	$28,612.50	$365.00	$18,250.00
11	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: PROOF ROLLING	HR	20		$190.26	$3,805.20	$81.75	$1,635.00	$175.00	$3,500.00

Pharr Purchasing

BID OPENING: JUNE 20, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
12	6043	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: LIME (HYD, COM OR QK)(SLURRY)	TON	761		$445.73	$339,200.53	$272.50	$207,372.50	$410.00	$312,010.00
13	6084	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: LIME TRT (SUBGRADE) (12")	SY	21774		$3.27	$71,200.98	$6.54	$142,401.96	$3.00	$65,322.00
14	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ASPHALT STAB BASE (GR 2)(PG 76)	TON	744		$304.39	$226,466.16	$174.40	$129,753.60	$280.00	$208,320.00
15	6009	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: PRIME COAT (MC-30)	GAL	4355		$8.69	$37,844.95	$6.00	$26,130.00	$8.00	$34,840.00
16	6050	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: D-GR HMA TY-D SAC-B PG76-22	TON	6066		$244.60	$1,483,743.60	$152.60	$925,671.60	$225.00	$1,364,850.00
17	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC PVMT (CONT REINF - CRCP) (7")	SY	1050		$195.68	$205,464.00	$174.40	$183,120.00	$180.00	$189,000.00
18	6015	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC PVMT (CONT. REINF - CRCP) (12 1/2")	SY	20652		$209.81	$4,332,996.12	$179.85	$3,714,262.20	$193.00	$3,985,836.00
19	6007	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CUT & RESTORE CONC PAVING	SY	520		$230.47	$119,844.40	$272.50	$141,700.00	$212.00	$110,240.00
20	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: TRENCH EXCAVATION PROTECTION	LF	1828		$16.31	$29,814.68	$1.09	$1,992.52	$15.00	$27,420.00
21	6007	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CL A CONC (FLUME)	CY	2		$4,674.62	$9,349.24	$501.40	$1,002.80	$4,300.00	$8,600.00
22	6050	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SLAB ON GRADE 6" (COMPLETE) W/FORMS, FILL, REINF, FINISH	SF	1260		$97.85	$123,291.00	$54.09	$68,153.40	$90.00	$113,400.00

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LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
23	6051	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC PADS FOR EMERG GENERATORS - 12' THICK	SF	715		$32.62	$23,323.30	$110.44	$78,964.60	$30.00	$21,450.00
24	6052	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC STRIP FOOTING (1'-6" X 2'-6" DEPTH)	CY	35		$2,913.48	$101,971.80	$247.75	$8,671.25	$2,680.00	$93,800.00
25	6053	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC STRIP FOOTING (4'-0" X 3'-2" DEPTH)	CY	6		$840.35	$5,042.10	$247.75	$1,486.50	$773.00	$4,638.00
26	6054	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CMU WALL (8") W/ REINF, CLN & PT 2-S (SHAFOLDING)	SF	1790		$19.41	$34,743.90	$39.72	$71,098.80	$25.00	$44,750.00
27	6040	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: METAL GRATING WALKWAYS, STEPS, & RAILING (EM GEN)	SF	120		$163.08	$19,569.60	$136.25	$16,350.00	$60.00	$7,200.00
28	6017	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RC PIPE (CL IV) (18IN)	LF	164		$115.24	$18,899.36	$136.25	$22,345.00	$106.00	$17,384.00
29	6018	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RC PIPE (CL IV) (24IN)	LF	1495		$141.34	$211,303.30	$163.50	$244,432.50	$130.00	$194,350.00
30	6019	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RC PIPE (CL IV) (30IN)	LF	83		$228.30	$18,948.90	$267.05	$22,165.15	$210.00	$17,430.00
31	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: MANH (COMPL) (PRM) (48IN)	EA	1		$5,870.45	$5,870.45	$9,265.00	$9,265.00	$5,400.00	$5,400.00
32	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: MANH (COMPL) (PRM) (72IN)	EA	1		$7,772.92	$7,772.92	$15,260.00	$15,260.00	$7,150.00	$7,150.00
33	6127	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: INLET (COMPL) (PSL) (FG) (4FTX4FT-3FTX3FT)	EA	5		$6,142.24	$30,711.20	$9,265.00	$46,325.00	$5,650.00	$28,250.00

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LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
34	6037	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: INLET (COMPL) (PSL) (FG) (5FTX6FT-3FTX3FT)	EA	2		$8,044.69	$16,089.38	$10,900.00	$21,800.00	$7,400.00	$14,800.00
35	6700	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONNECT TO EXISTING INLET/STORM LINE	EA	3		$3,587.50	$10,762.50	$1,635.00	$4,905.00	$3,300.00	$9,900.00
36	6388	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SET (TY II) (24IN) (RCP) (3:1)	EA	3		$3,098.30	$9,294.90	$2,725.00	$8,175.00	$2,850.00	$8,550.00
37	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (INLET)	EA	2		$1,195.84	$2,391.68	$1,090.00	$2,180.00	$1,100.00	$2,200.00
38	6018	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (CONC)	EA	6		$1,195.84	$7,175.04	$817.50	$4,905.00	$1,100.00	$6,600.00
39	6201	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (TEL/COMM DUCTBANK UNDERGROUND)	LF	1088		$13.60	$14,796.80	$60.76	$66,106.88	$250.00	$272,000.00
40	6202	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (TEL/COMM MANHOLE)	EA	1		$1,304.54	$1,304.54	$3,122.85	$3,122.85	$10,000.00	$10,000.00
41	6150	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (WATER MAIN) (8")	LF	556		$38.05	$21,155.80	$27.25	$15,151.00	$35.00	$19,460.00
42	6151	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (STORM SEWER)	LF	535		$51.11	$27,343.85	$27.25	$14,578.75	$47.00	$25,145.00
43	6152	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (GAS MAIN)	LF	1222		$81.54	$99,641.88	$19.62	$23,975.64	$90.00	$109,980.00
44	6153	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (ELECTRICAL DUCTBANK UNDERGROUND)	LF	1883		$13.60	$25,608.80	$52.57	$98,989.31	$250.00	$470,750.00

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					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
45	6154	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (ELECTRICAL BOX)	EA	4		$3,478.78	$13,915.12	$1,203.09	$4,812.36	$5,000.00	$20,000.00
46	6155	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOV STR (SITE POLE LITE)	EA	4		$1,848.11	$7,392.44	$3,449.85	$13,799.40	$20,000.00	$80,000.00
47	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: MOBILIZATION	LS	1		$7,588.10	$7,588.10	$2,005,858.00	$2,005,858.00	$50,000.00	$50,000.00
48	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	22		$27,276.83	$600,090.26	$1,417.00	$31,174.00	$30,000.00	$660,000.00
49	6020	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	700		$6.53	$4,571.00	$70.85	$49,595.00	$6.00	$4,200.00
50	6024	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONSTUCTION EXITS (REMOVE)	SY	700		$4.35	$3,045.00	$17.44	$12,208.00	$4.00	$2,800.00
51	6038	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: TEMP SEDMT CONT FENCE (INSTALL)	LF	1350		$9.79	$13,216.50	$3.60	$4,860.00	$9.00	$12,150.00
52	6039	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: TEMP SEDMT CONT FENCE (REMOVE)	LF	1350		$6.53	$8,815.50	$1.80	$2,430.00	$6.00	$8,100.00
53	6047	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: TEMP SDMT CONT FENCE (INLET PROTECTION) (INSTALL)	LF	196		$34.79	$6,818.84	$5.72	$1,121.12	$32.00	$6,272.00
54	6047	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: TEMP SDMT CONT FENCE (INLET PROTECTION) (REMOVE)	LF	196		$22.83	$4,474.68	$1.36	$266.56	$21.00	$4,116.00
55	6060	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: EROSION CONTROL MAINTENANCE	MO	22		$741.43	$16,311.46	$1,417.00	$31,174.00	$682.00	$15,004.00

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ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
56	6005	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC CURB (MONO) (TY II)	LF	1542		$14.14	$21,803.88	$18.53	$28,573.26	$13.00	$20,046.00
57	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONC SIDEWALKS (4")	SY	235		$157.63	$37,043.05	$59.30	$13,935.50	$145.00	$34,075.00
58	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CURB RAMPS (TY 1)	EA	1		$369.63	$369.63	$545.00	$545.00	$15,996.01	$15,996.01
59	6005	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CURB RAMPS (TY 2)	EA	2		$369.63	$739.26	$545.00	$1,090.00	$340.00	$680.00
60	6008	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CHAIN LINK FENCE (INSTALL) (8') GALV SL, 6 GA., 2" POSTS @ 10' OC, INCL BASE	LF	1905		$46.64	$88,849.20	$43.60	$83,058.00	$35.00	$66,675.00
61	6040	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CHAIN LINK FENCE (INSTALL) (8') GALV SL, 6 GA., POSTS INCL BASE	EA	1		$9,762.34	$9,762.34	$5,450.00	$5,450.00	$8,500.00	$8,500.00
62	6033	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: 2-4" PVC CONDUITS, F/O≈ 12 STRAND, 100 PR CAT 6 CUC CA. CONC ENCASSEMENT. & EXCAV, BF, CMPT	LF	1723		$116.48	$200,695.04	$163.75	$282,141.25	$86.00	$148,178.00
63	6034	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: 4" PVC CONDUIT, 100 PR CAT 6 CU CA. CONC ENCASEMENT. & EXCAV, BF, CMPT	LF	1600		$72.03	$115,248.00	$223.85	$358,160.00	$78.00	$124,800.00
64	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ALUMINUM SIGNS (TY G)	SF	24		$543.57	$13,045.68	$654.00	$15,696.00	$1,000.00	$24,000.00
65	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2		$2,701.50	$5,403.00	$1,073.65	$2,147.30	$1,750.00	$3,500.00

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ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
66	6309	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RE PM W/RET REQ TY I (W) 6" (SLD) (100 MIL)	LF	11052		$1.23	$13,593.96	$1.04	$11,494.08	$1.50	$16,578.00
67	6174	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REFL PAV MRK TY II (R) 6" FIRE LANE	LF	3500		$1.46	$5,110.00	$1.36	$4,760.00	$4.00	$14,000.00
68	6055	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RE PM TY B (ACC PRK) (BL&WH) (W/BORDER) LG	EA	2		$315.27	$630.54	$272.50	$545.00	$350.00	$700.00
69	6027	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOVAL OF SIGNAL RELATED SIGNS	EA	10		$6,705.36	$67,053.60	$1,308.00	$13,080.00	$1,500.00	$15,000.00
70	6127	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: REMOVE LUMINAIRE POLE	EA	4		$3,804.93	$15,219.72	$817.50	$3,270.00	$5,000.00	$20,000.00
71	6050	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: HDPE (18 IN) STORM SEWER LINE	LF	150		$115.24	$17,286.00	$119.90	$17,985.00	$106.00	$15,900.00
72	6051	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: HDPE STORM DRAIN BASIN	EA	3		$4,674.62	$14,023.86	$3,270.00	$9,810.00	$4,300.00	$12,900.00
73	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: WHEEL STOPS	EA	2		$190.26	$380.52	$272.50	$545.00	$175.00	$350.00
74	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: FIXED BOLLARD	EA	30		$232.65	$6,979.50	$545.00	$16,350.00	$214.00	$6,420.00
75	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: STNLS STL WALL MTD PULL BOX (3'X3'X3')	EA	1		$17,824.43	$17,824.43	$18,203.00	$18,203.00	$7,500.00	$7,500.00
76	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: H-SERIES POLYMER PULL BOX (4'X4'X4')	EA	5		$6,925.19	$34,625.95	$7,085.00	$35,425.00	$5,500.00	$27,500.00

BID OPENING: JUNE 20, 2024 AT 3:00 PM (CST)

LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
77	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONNECT TO EXISTING COMM DUCTBANK & PROTECT EXISTING	LS	1		$26,883.39	$26,883.39	$26,954.61	$26,954.61	$20,000.00	$20,000.00
78	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: UTILITY TRANSFORMER, 480/277V, 3-PH, 4-W SECY	EA	1		$163,068.00	$163,068.00	$70,850.00	$70,850.00	$175,000.00	$175,000.00
79	6005	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ELECT METER	EA	1		$10,871.20	$10,871.20	$8,175.00	$8,175.00	$2,500.00	$2,500.00
80	6006	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GROUND ROD (COMPLETE)	EA	1		$635.97	$635.97	$637.65	$637.65	$500.00	$500.00
81	6007	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: 800A4 - 2/4" COND - 4-600 KMIL, #1/0 89600) 2(1/0) 2(4")	LF	125		$421.81	$52,726.25	$422.92	$52,865.00	$244.00	$30,500.00
82	6008	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: 1600A4 - 4/4" COND - 4-600 KML, #4/0 16(600) 4(4/0) 4(4")	LF	75		$988.20	$74,115.00	$990.81	$74,310.75	$486.67	$36,500.25
83	6009	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: RELOCATE EXISTING ELECTRICAL SERVICE EQUIPMENT. DISCONNECT CONDUIT FROM ENCLOSED CIRCUIT BREAKER. SAW CINC SLAB TO REMOVE UNGRD CONDUIT. VERIFY EQUIP BEING FED. WORK TO BE DONE DURING NON-OPERATING HOURS. DEMOLITION OF STORAGE BLDG APPROX 400SF. DEMO CMU WALL. SITE IMPROVEMENTS: CMU WALL, CONC SLAB & FOUNDATION, UTILITTY YARD GATE 12'W X 7' HI-GALV SQ POSTS, 2" CORR METAL PNLS	LS	1		$35,657.54	$35,657.54	$75,618.75	$75,618.75	$75,000.00	$75,000.00
84	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SANITARY SEWER (3") (PVC) (C900)	LF	23		$78.27	$1,800.21	$256.15	$5,891.45	$72.00	$1,656.00

Pharr Purchasing

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PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
85	6005	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SANITARY SEWER (8 IN) (PVC) (C900)	LF	210		$93.50	$19,635.00	$141.70	$29,757.00	$86.00	$18,060.00
86	6015	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SANITARY SEWER (4 IN) (PVC) (C900)	LF	6		$80.45	$482.70	$430.55	$2,583.30	$74.00	$444.00
87	6051	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: MANHOLE (SAN SEWER) (4' DIA)	EA	3		$14,132.56	$42,397.68	$19,075.00	$57,225.00	$13,000.00	$39,000.00
88	6200	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: YARD CLEAN OUTS	EA	1		$206.55	$206.55	$1,362.50	$1,362.50	$190.00	$190.00
89	6201	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SAND/OIL SEPARATOR	EA	0		$20,111.73	$0.00	$32,700.00	$0.00	$18,500.00	$0.00
90	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: PRESSURE WTR PIPE C-900 DR-18 PVC 8"	LF	127		$81.54	$10,355.58	$125.35	$15,919.45	$75.00	$9,525.00
91	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: PRESSURE WTR PIPE C-900 DR-18 PVC 6"	LF	486		$78.27	$38,039.22	$87.20	$42,379.20	$72.00	$34,992.00
92	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: CONNECT TO EXISTING WATER LINE 8"	EA	2		$6,810.81	$13,621.62	$4,905.00	$9,810.00	$6,265.00	$12,530.00
93	6011	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GATE VALVE W/ BOX ASSEMBLY 8"	EA	2		$4,457.20	$8,914.40	$5,177.50	$10,355.00	$4,100.00	$8,200.00
94	6015	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: FIRE HYDRANT, VALVE & ASSEMBLY	EA	2		$9,158.98	$18,317.96	$11,172.50	$22,345.00	$8,425.00	$16,850.00

Pharr Purchasing

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LOCATION: CITY HALL - 1st FLOOR LARGE CONFERENCE ROOM

PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
95	6373	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: SERVICE LINE (SHORT SIDE)(2-1/2" TO 4")	LF	9		$108.72	$978.48	$4,360.00	$39,240.00	$100.00	$900.00
96	6041	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: COMPOUND WATER METER 2-1/2" DIA	EA	1		$8,968.75	$8,968.75	$5,450.00	$5,450.00	$8,250.00	$8,250.00
97	6042	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: BOX, MISC VALVES, FITTINGS	EA	1		$2,663.46	$2,663.46	$14,715.00	$14,715.00	$2,450.00	$2,450.00
98	6043	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: DOUBLE CHECK VALVE BACKFLOW ASSEMBLY	EA	1		$30,439.36	$30,439.36	$30,520.00	$30,520.00	$28,000.00	$28,000.00
99	6044	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: VAULT, MISC VALVES, FITTINGS	EA	1		$22,829.52	$22,829.52	$22,890.00	$22,890.00	$21,000.00	$21,000.00
100	6045	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: FREE STANDING FDC	EA	1		$6,903.22	$6,903.22	$4,905.00	$4,905.00	$6,350.00	$6,350.00
101	6046	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: 4" FDC LINE	LF	240		$65.23	$15,655.20	$59.95	$14,388.00	$60.00	$14,400.00
102	6036	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ENCASEMENT PIPE (16")	LF	24		$668.59	$16,046.16	$490.50	$11,772.00	$615.00	$14,760.00
103	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ACID WASTE PIPE 3" DIA.	LF	25		$163.08	$4,077.00	$130.80	$3,270.00	$44.00	$1,100.00
104	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ACID WASTE PIPE 4" DIA.	LF	75		$190.26	$14,269.50	$163.50	$12,262.50	$62.00	$4,650.00
105	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: ACID WASTE SAMPLE WELL	EA	2		$3,261.36	$6,522.72	$2,725.00	$5,450.00	$3,500.00	$7,000.00
106	6001	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS PIPE 1/2" DIA.	LF	225		$27.17	$6,113.25	$16.35	$3,678.75	$16.90	$3,802.50

Pharr Purchasing

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PROJECT NO. 2324-71-510-C08-406 FY16 DAP DOCK EXPANSION PHASE I, PHASE II, & AGRICULTURAL RE-BID (CSJ'S 0921-02-42, 0921-02-425, 0921-02-433)

					BIDDERS:	NM CONTRACTING, LLC. McAllen, TX		D. WILSON CONSTRUCTION COMPANY McAllen, TX		BROADDUS CONSTRUCTION McAllen, TX	
ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
107	6002	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS PIPE 3/4" DIA.	LF	150		$32.62	$4,893.00	$18.53	$2,779.50	$19.65	$2,947.50
108	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS PIPE 1" DIA.	LF	200		$38.05	$7,610.00	$27.25	$5,450.00	$24.10	$4,820.00
109	6004	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS METER & REGULAR ASSEMBLY	EA	1		$108,712.00	$108,712.00	$3,270.00	$3,270.00	$5,000.00	$5,000.00
110	6005	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS CONNECTIONS	LS	1		$65,227.20	$65,227.20	$3,815.00	$3,815.00	$75,000.00	$75,000.00
111	6006	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: GAS PIPE 2" DIA.	LS	1409		$80.00	$112,720.00	$119.90	$168,939.10	$33.40	$47,060.60
112	6003	BASE BID 1 - PHARR/REYNOSA INTERNATIONAL BRIDGE AGRICULTURAL LAB: AGRICULTURAL LAB BUILDING (COMPLETE)	LS	1		$12,579,244.00	$12,579,244.00	$12,728,700.00	$12,728,700.00	$9,581,409.16	$9,581,409.16
113	6001	BASE BID 2 - PHARR/REYNOSA INTERNATIONAL BRIDGE PHASE I DOCK EXPANSION (CSJ:0921-02-424): MOBILIZATION	LS	1		$200,000.00	$200,000.00	$891,492.00	$891,492.00	$200,000.00	$200,000.00
114	6001	BASE BID 2 - PHARR/REYNOSA INTERNATIONAL BRIDGE PHASE I DOCK EXPANSION (CSJ:0921-02-424): COMMERCIAL SECONDARY (COMPLETE)	LS	1		$9,965,102.00	$9,965,102.00	$8,932,460.00	$8,932,460.00	$11,770,951.54	$11,770,951.54
115	6001	BASE BID 3 - PHARR/REYNOSA INTERNATIONAL BRIDGE PHASE II DOCK EXPANSION (CSJ:0921-02-425): MOBILIZATION	LS	1		$200,000.00	$200,000.00	$1,560,112.00	$1,560,112.00	$200,000.00	$200,000.00
116	6002	BASE BID 3 - PHARR/REYNOSA INTERNATIONAL BRIDGE PHASE II DOCK EXPANSION (CSJ:0921-02-425): COLD STORAGE (COMPLETE)	LS	1		$10,644,920.00	$10,644,920.00	$10,325,870.00	$10,325,870.00	$15,188,536.54	$15,188,536.54
					GRAND TOTAL	$44,490,661.68		$45,253,972.12		$47,810,541.60	

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ITEM	REF	DESCRIPTION	U/M	QTY		UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
		BID PROPOSAL FORM				SUBMITTED		SUBMITTED		SUBMITTED	
		DISCLOSURE OF LOBBYING ACTIVITIES				SUBMITTED		SUBMITTED		SUBMITTED	
		NON-COLLUSION AFFIDAVIT OF PRIME BIDDER				SUBMITTED		SUBMITTED		SUBMITTED	
		CHILD SUPPORT FORM				SUBMITTED		SUBMITTED		SUBMITTED	
		CONTRACTOR'S ASSURANCE				SUBMITTED		SUBMITTED		SUBMITTED	
		BIDDER'S CHECK RETURN				SUBMITTED		SUBMITTED		SUBMITTED	
		APPROVAL OF SUB-CONTRACTORS FORM				SUBMITTED		SUBMITTED		SUBMITTED	
		STATEMENT OF QUALIFICATIONS				SUBMITTED		SUBMITTED		SUBMITTED	
		BID SUBITTAL CHECKLIST				SUBMITTED		SUBMITTED		SUBMITTED	
		IRS W9				SUBMITTED		SUBMITTED		SUBMITTED	
		HARD COPY BID BOND				SUBMITTED		SUBMITTED		SUBMITTED	
		DBE FORMS - 5 CALENDAR DAYS				TBD		TBD		TBD	
		ACKNOWLEDGEMENT ADDENDUM				SUBMITTED		SUBMITTED		SUBMITTED	

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.C.
DATE SUBMITTED: August 27, 2024
MEETING DATE: September 3, 2024

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with International Consulting Engineers (ICE) from Corpus Christi, TX for the Professional Services for the City of Pharr Urban Forestry in the amount of $469,700. **This item supports QL - Quality of Life.**

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

Issue: The city of pharr would like to enter into agreement with International Consulting Engineers (ICE) for the professional services for the city of pharr Urban Forestry Project in the amount of $469,700.00. This project includes eight (8) schools in the Pharr, San Juan and Alamo areas. The projected goal is to increase tree canopy coverage, as well as design green spaces, alleviate urban heat island effect and support biological diversity.
Project No.2324-32-532-S42-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into contract with International Consulting Engineers (ICE) for the professional services for the city of pharr Urban Forestry Project.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/27/2024
Mayra Gomez	Approved - 8/28/2024
Cynthia Gutierrez	Approved - 8/28/2024
Maria Rangel	Approved - 8/29/2024
Hilda Pedraza	Approved - 8/30/2024
Ricardo Rodriguez	Approved - 8/30/2024
Jamison Merrick	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

Exhibit A

July 31, 2024

Cynthia Gutierrez
Executive Officer, Academics
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Re: City of Pharr Urban Forestry Project Professional Services

Dear Ms. Gutierrez,

International Consulting Engineers (ICE) is pleased to furnish the following proposal for assistance with Professional Services for the City of Pharr Uban Forestry Project. The area of performance will span over a tri-city area consisting of the City of Pharr, San Juan and Alamo. The project goal is to increase tree canopy coverage within the tri-city area as well as design green spaces, alleviate the urban heat island effect and support biological diversity.

Professional Services include:

- Perform a site visit to the following project sites:
    1. Liberty Middle School, 1212 S. Fir Street Pharr, TX 78577
    2. Graciela Garcia Elementary, 1002 W. Juan Balli Road Pharr, TX 78577
    3. PSJA Collegiate High School, 704 W. Ridge Road San Juan, TX 78589
    4. Dr. William Long Elementary, 3700 North Raiders Drive Pharr, TX 78577
    5. John Doedyns Elementary, 1401 N. Raul Longoria San Juan, TX 78589
    6. Raul Yzaguirre Middle School, 605 East FM 495 San Juan, TX 78559
    7. Audie Murphy Middle School, 924 West Sioux Road Alamo, TX 78516
    8. Marcia R. Garza Elementary, 810 El Gato Road Alamo, TX 78516
- Perform soil testing for each project site noted above.
- Conduct site survey/develop site plan for each site noted above.
- Design for each site, plans to mitigate the urban heat island effect by strategical placement of trees and increase green areas.
- Design landscape to increase canopy coverage to 30% minimum throughout all 8 project sites.
- Develop a plan that will be used to care for the 8 identified above project sites long term.
- Provide plans, specifications and estimates (PS&E) for outdoor classroom infrastructure including seating, trails, lighting, and fencing for safety.

Deliverables include:

- Site assessment reports
- Soil test reports
- 60% Architectural and Landscaping Design Submittal
- 100% Architectural and Landscaping Design Submittal including plans, specifications, and estimates
- Final signed and sealed construction plans

Exhibit A

ICE will provide the aforementioned scope of work for the amount of **$469,700.00** *(Four-Hundred Sixty-Nine Thousand Seven Hundred Dollars and No Cents)*.

We appreciate the opportunity to be of service. Should you have any questions concerning this proposal, please do not hesitate to contact Jesus J. Jimenez, P.E. at (361) 826-5805 or JJ@icengineers.net or Hugo P. Gonzalez, P.E. at (361) 826-5805 or Hugo@icengineers.net.

Sincerely,

Jesus Jimenez, P.E., C.F.M.
International Consulting Engineers
Principal / Project Manager

Exhibit A

Schedule of Work

WORK SCHEDULE	
	DAYS*
SITE ASSESSMENT AND SOIL TESTING	**30**
60% ARCHITECTURAL AND LANDSCAPING DESIGN SUBMITTAL	**90**
100% ARCHITECTURAL AND LANDSCAPING DESIGN SUBMITTAL	**30**
FINAL SIGNED AND SEALED CONSTRUCTION PLANS	**15**
TOTAL DAYS:	**165**

*NOTE: Duration Period is from date of Notice to Proceed.

August 21, 2024

Cynthia Gutierrez
Executive Officer, Academics
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Re: City of Pharr Urban Forestry Project relevant past experience

Dear Ms. Gutierrez,

International Consulting Engineers (ICE) is an Engineering and Architectural Firm that was established in 2010. We specialize in architectural, civil and structural engineering as well as construction services. **ICE** has been selected by the PSJA School Board to be on their on-call pool of engineers and architects and are excited about assisting on creating School Yard Forests for our kids and community to enjoy. We understand the importance of using native plants as well as incorporating structures that promote sustainable watering practices such as bioswales and rain collectors. We intend to assist PSJA and Texas A&M Forest Services to fulfill the mission and help ensure trees, forests and related natural resources are sustained for the benefit of all.

ICE is pleased to share our extensive experience relating to the City of Pharr Urban Forestry Project. This initiative will cover a tri-city area, including the cities of Pharr, San Juan, and Alamo. The project's objectives are to enhance tree canopy coverage, design green spaces, mitigate the urban heat island effect, and promote biological diversity within these communities.

ICE and our partners have a proven track record in the landscaping arena. Our notable projects include:

1. **City of Corpus Christi – West Guth Park Improvements**: Designed a landscape master plan and bid documents for West Guth Park, which included the Northwest Senior Center. Project elements included site analysis, a Park complex entrance design, jogging trails, walkways, shelters, irrigation plan, site amenities and construction details and bid documents.
2. **City of Corpus Christi – Cole Park Renovations and Improvements**: Landscape and irrigation master plan for Cole Park and Oleander Point. The landscape design included coastal tree and palm selections. The plantings were clustered to provide shade and enhance the playground and walking paths. The irrigation system was designed with two booster pumps to irrigate the forty-two-acre site.
3. **City of Portland Hike & Bike and Skate Park**: Project scope included landscape and irrigation design for two park sites; Skate Park and Andrew's Park. Skate Park included planted berms, palms, and trees around the perimeter of park. Andrew's Park design included bay front hiking trails which joined the parks together. Plantings, berms, trails, seating structures, and playground equipment were incorporated into a holistic master park design. Additional scope included cost estimates and construction documents for project.
4. **Driscoll Children's Hospital- Children's Therapy Playground**: Scope included developing a rehabilitation area for children where various terrains and mediums were used to reacclimatize children to managing themselves in an outside environment.

5. **Del Mar College Early Childhood Learning Center -** Project Value: $3.8 Million consisted of engineering and design of a new childhood learning center including structural design, civil, drainage and landscaping.
6. **Beeville High School Improvements -** Project included $6 Million in renovations / addition to the Beeville AC Jones Highschool including landscaping and drainage upgrades.
7. **Beeville Elementary School** - Project included $3.8 Million in upgrades consisting of new foundation including structural fill, structure, drainage and landscaping.
8. **Sinton I.S.D. Library Enhancements** –Project included a $1.1 million library and band hall addition at high school campus and $600,000 library addition at Jr. High School campus
9. **Del Mar Health Science Center** – Project included $31.3 Million for engineering for the development of five multi-story buildings located at the Del Mar College West Campus. Project included all design aspects the new structure was developed to promote a new Health Science department for the college.
10. **Del Rio Middle School** - Project included $18,000,000 for complete engineering services including engineering, design, and inspection for a new middle school facility for the San Felipe Independent School District in Del Rio, TX.

Other related park project experience include:

1. Nueces County Amistad Park Renovations
2. Nueces County Hazel Bazemore Improvements
3. Nueces County Lyondell Bassell Improvements Project
4. City of Corpus Christi Cole Park Improvements
5. San Diego ISD Nature Trail
6. Nueces County Oscar Ortiz Park Improvements
7. Nueces County Storybook Walking Trail
8. Nueces County Oil Belt Park Improvements
9. Edcouch Elsa ISD AG Barn (Saenz Brothers)

We appreciate the opportunity to be of service. Should you have any questions concerning this proposal, please do not hesitate to contact Jesus J. Jimenez, P.E. at (361) 826-5805 or JJ@icengineers.net or Hugo P. Gonzalez, P.E. at (361) 826-5805 or Hugo@icengineers.net.

Sincerely,

Jesus Jimenez, P.E., C.F.M.
International Consulting Engineers
Principal / Project Manager

Mayra Gomez

From: Cynthia Gutierrez
Sent: Wednesday, August 21, 2024 10:33 AM
To: Mayra Gomez
Subject: Fwd: [External] Sole Source Professional Service for Schoolyard Forestry Grant

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From: Faris, Kate <Kate.Faris@tfs.tamu.edu>
Sent: Wednesday, August 21, 2024 7:25:00 AM
To: Cynthia Gutierrez <cynthia.gutierrez@pharr-tx.gov>; Mayra Gomez <mayra.gomez@pharr-tx.gov>; Robert Garcia <robert.garcia@pharr-tx.gov>
Subject: Re: [External] Sole Source Professional Service for Schoolyard Forestry Grant

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

Howdy Cynthia!

You are not required to go through the bidding process for your engineer/landscape design firm as long as you showcase that they are specialized in the dealings of your project. All that you need to do is provide a letter describing why their expertise is unique (showing their previous work with green schoolyards, etc.).

Please feel free to reach out with any further questions or concerns!

Thank you!

Kate Faris **(she/her)**
Community Forestry Grants Program Specialist
Texas A&M Forest Service | Community Forestry
Office: 979.458.6660 | Mobile: 979.933.5527

From: Cynthia Gutierrez <cynthia.gutierrez@pharr-tx.gov>
Sent: Tuesday, August 20, 2024 3:35 PM
To: Faris, Kate <Kate.Faris@tfs.tamu.edu>; Mayra Gomez <mayra.gomez@pharr-tx.gov>; Robert Garcia <robert.garcia@pharr-tx.gov>
Subject: [External] Sole Source Professional Service for Schoolyard Forestry Grant

Dear Ms. Faris,

As per our earlier conversation, can you explain what the process is for a Sole Source Professional Service contract for the Schoolyard Forestry Grant? Can you clarify? Thanks.

Best Regards,

Cynthia A. Gutierrez, MBA-HCA
Director of Public Health
City of Pharr Public Health Department
Pharr One - 1121 E. Nolana Loop,
Pharr, TX 78577
Office 956-402-4000 Ext. 1034
Mobile (956) 828-7260
Email: Cynthia.gutierrez@pharr-tx.gov

CITY OF PHARR, TEXAS Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-402-4000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of Pharr and its employees are not liable if information or data is corrupted or does not reach its intended destination.

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.D.
DATE SUBMITTED: August 29, 2024
MEETING DATE: September 3, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and execute Amendment Number 7 in an amount not to exceed $574,000 with Halff Associates, Inc., from McAllen, TX, for the Donations Acceptance Program Fiscal Year 2016 (DAP FY 16). **This item supports IF - Infrastructure.**

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

Issue: Amendment No. 7 to the Professional Engineering Services Agreement with Halff for DAP FY 16 is for Construction Administration Services. These services include reviewing and responding to requests for information (RFIs), reviewing submittals, and preparing as-built drawings.
Project No. 1617-01-528-0081

Fiscal Consideration:
Original Contract: $62,000 (data acquisition and concept development)
Amendment No. 1: $1,705,800 (design services)
Amendment No. 2: $132,000 (LEED services)
Amendment No. 3: $59,000 (re-format plans according to TxDOT guidelines)
Amendment No. 4: $85,000 (re-design of the air-conditioning equipment, and affected roofing system and mechanical room)
Amendment No. 5: $1,500 (bidding services)
Amendment No. 6: $9,000 (re-bidding services)
Amendment No. 7: $574,000 (construction administration services)
Total: $2,627,300

Staff Recommendation: Staff recommends authorizing the City Manager to negotiate and execute Amendment No. 7, in an amount not to exceed $574,000, with Halff for DAP FY 16.

Alternatives: No alternative. As the design engineer for the project, Halff is the one to respond to RFI's, provide submittal reviews, and prepare record drawings.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:
Maria Rangel Created/Initiated - 8/29/2024

Mayra Gomez	Approved - 8/29/2024
Jamison Merrick	Approved - 8/30/2024
Ricardo Rodriguez	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

AMENDMENT NO. 7

The Contract between **Halff Associates, Inc.,** and the **City of Pharr,** which was executed by the parties on **August 7, 2017** for the design of the **FY16 Donations Acceptance Program (DAP) - Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work for Professional Re-Bidding Services as outlined in Exhibit A

B. Modification to Section 5 – Professional Service Fee – Increase to Fee of $574,000 as stated in Exhibit A

This amendment adds **$574,000** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $ 2,053,300.00 to **$ 2,627,300.00.**

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

APPROVAL OF AMENDMENT NO. 7

Halff Associates, Inc.
5000 W Military Hwy #100,
McAllen, TX 78503

_____
Robert L. Saenz, PE, CFM, PMP
Vice President
Halff Associates, Inc.

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

_____
Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

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

EXHIBIT A

August 27, 2024
P57325.002

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

Re: Proposal for Construction Administration Services Project No. 2324-71-510-C03-260 FY 16 DAP – Dock Expansion Phase I, Phase II and Agricultural Lab

Dear Mr. Bazan,

We are pleased to submit this proposal to provide professional engineering services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise to ensure a successful project.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total lump sum.

Direct costs including review fees, printing and reproduction, postage messenger services, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

The proposed fees established are based on the information provided by the Owner or Client. The proposed fees identified do not include scope revisions or additions once the project is underway. Additional work requested by the Owner or Client will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. **Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), Attachment "A" (2 pages).** We will commence services upon receipt of the executed proposal with signature below.

We are excited to be working with you and look forward to expanding our working relationship in the future.

Respectfully,

Roxxie De La Cruz, PE
Land Development Team Leader

Approved by:

_____
Signature

_____
Print Name

_____
Date

ATTACHMENT "A" PROFESSIONAL SERVICES

Project Assumptions - The scope of services for this proposal has been established using the following assumptions as a basis for its preparation:

1. The scope of services applies to Construction Phase Services Only.
2. No design is included in this proposal.
3. Geotechnical testing is not included in this scope and will be provided by the Client.
4. Coordination, preparation of documents, and submittal to local Registered Accessibility Specialist for plan review and inspection shall be provided by others.
5. Filing and Permit Fees of this subject lot is not included in this scope.
6. Halff Associates will not have control or be in charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractors, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.
7. Any Change Orders to the Construction Documents are to be handled by the City of Pharr with Halff concurrence.
8. State Reimbursement Processes will be handled by the City of Pharr Engineering and Finance Departments.
9. City of Pharr will be the point of contact for any TxDOT Coordination items.
10. As-Builts/ As-Built Survey is not included in this scope.

Construction Administration Services

This task includes review of the contractor's submittals for related improvements, a review and response to the contractor's requests for information (RFI's) for related improvements, and periodic site visits during construction. Construction Administration Services are further detailed below.

- Attendance at Pre-Construction Meeting
- Monthly Site Visits to verify Monthly Payment Applications (22 Total)
- Halff Attendance to Bi-Monthly Owner, Engineer, Contractor Meetings (OEC) (44 Total)
- Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information.
- Review and response to a maximum of 50 RFI's for related improvements are included in this scope. Review and responses to RFI's over the 50 maximum can be provided by additional services.
- 200 Submittal Reviews are included in this scope which includes one revision per submittal when necessary. If more than 2 reviews are required due to Contractor's negligence on providing a complete submittal package, the submittal review effort will be at the contractors expense. Additional Submittal Reviews can be provided as additional services. The contractor is required to submit each discipline submittal as a complete package.
- One Site Punchlist walkthrough.
- One Final Site Walkthrough to confirm Punchlist has been addressed.

- One Building Punchlist walkthrough (Cold Storage, Dry Dock, and Ag Lab).
- One Final Building Walkthrough (Cold Storage, Dry Dock, and Ag Lab) to confirm Punchlist has been addressed.
- Project Close Out and Record Drawings (Halff will prepare record drawings of civil improvements from the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements designed by Halff Associates.)
- Review of Buy America Submittals
- CA Phase Administrative Support

Fee Summary

TASK	FEE AMOUNT
Professional Services	
1. Construction Administration Services	$574,000

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.E.
DATE SUBMITTED: August 26, 2024
MEETING DATE: September 3, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment Number 7 in the amount of $12,000 to the Professional Engineering Services Agreement with Structural Engineering Associates, Incorporated (SEA), from San Antonio, TX, for the Pharr-Reynosa International Bridge Expansion Project. **This item supports IF - Infrastructure**.

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

Issue: Amendment #7 to the Professional Engineering Services Agreement with SEA for the Pharr-Reynosa International Bridge Expansion Project, more commonly known as the Twin Span Bridge, is for additional design services for plan sheet revisions to the construction plan set, as required by the U.S. International Boundary and Water Commission (USIBWC). These revisions were required in order to receive their final approval prior to issuance of the License Agreement for this project. The majority of these revisions were required for the civil plan sheets prepared SEA's sub-consultant, Pape-Dawson Engineers.

Project No. 1920-01-528-S012-001 Professional Engineering Services for the Pharr-Reynosa Presidential Permit Application

Fiscal Consideration:
Original Agreement: $1,656,735.44 (Presidential permit)
Amend. No. 1: $3,988,334.00 (design and construction phase services)
Amend. No. 2: $50,001.00 (archeological investigation + air quality and noise evaluation)
Amend. No. 3: $88,243.73 (Public Meeting material translation and publicization + VE study)
Amend. No. 4: $168,881.50 (geo-archaeological services + underwater archaeological survey)
Amend. No. 5: $0.00 (additional 866 calendar days for previous amendments)
Amend. No. 6: $39,124.25 (additional geotechnical boring + incorporation of additional ROW to environmental)
Amend. No. 7: $12,000 (additional design services for permit from USIBWC)
Revised Agreement: $6,003,319.92

Staff Recommendation: Staff recommends approval of Amendment #7 in the amount of $12,000 to the agreement with SEA for the Pharr-Reynosa International Bridge Expansion Project.

Alternatives: The design work under Amendment #7 has been completed. The work had to be completed to comply with the requirements of the IBWC and obtain the necessary permit from them. No alternative.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 8/26/2024
Mayra Gomez	Approved - 8/27/2024
Jamison Merrick	Approved - 8/30/2024
Ricardo Rodriguez	Approved - 8/30/2024
City Management Office	Final Approval - 8/30/2024

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

AMENDMENT NO. 7

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work as stated on Exhibit A.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee as stated in Exhibit A.

This amendment adds **$12,000.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $ 5,991,319.92 to **$ 6,003,319.92.**

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

APPROVAL OF AMENDMENT NO. 7

Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229

_____
David T. Covarrubias, PE
ENGINEER

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

_____
Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

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

STRUCTURAL ENGINEERING ASSOCIATES
A JMT COMPANY

Exhibit A

Excellence in Structural Design Since 1976
TEXAS REGISTERED ENGINEERING FIRM F-199

July 16, 2024

Ms. Maria Rangel, P.E.
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Amendment No. 7

Dear Ms. Rangel,

As you are aware there were multiple plan sheet revisions necessary to the construction plan set, as required by multiple groups from within the U.S. International Boundary and Water Commission (USIBWC). These revisions were required in order to receive their final approval prior to issuance of the License Agreement for this project. The majority of these revisions were required for the civil plan sheets prepared by our subconsultant Pape-Dawson Engineers.

The additional scope of services/fee to perform the multiple revisions to the construction plan sheets is as described on the attached Additional Services Request from Pape-Dawson.. This additional fee amount is $ 12,000.00.

We appreciate your prompt review and processing of this request for approval. And as always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,

Sidney A. Mielke

Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA
Ruben Alfaro, P.E., City Engineer
Jake Powell, P.E., Pape-Dawson Engineers

PAPE-DAWSON ENGINEERS

January 4, 2024

Mr. David Covarrubias
Structural Engineering Associates
3838 N.W. Loop 410
San Antonio, TX 78229

Re: Pharr-International Bridge II Expansion
Job No. 12053-02
Additional Services Request No. 01

Dear Mr. Covarrubias:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

I. ROADWAY & DRAINAGE DESIGN (TASK 390) **$12,000**

- Levee Road Plan & Profile (1 sheet)
- Levee Road Typical Section Plan Sheet (1 sheet)
- Levee Road Cross Sections (8 sheets)
- Coordination with SEA, IBWC and City of Pharr for IBWC permitting
- Review and respond to IBCWC permitting comments
- Additional site visit (one (1) trip, 2 people)

A budget increase of **$12,000** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 15th day of April 2020.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

Jake Powell, P.E., CFM
Associate Vice President

James A. Lutz, P.E.
Senior Vice President

ACKNOWLEDGED & ACCEPTED

Signature:_____

Print Name:_____

Title:_____

Date:_____

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