

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MAY 19, 2025**

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 May 22, 2025, as National Stop the Bleed day.
- B) Proclamation proclaiming May 18 – 24, 2025 as National EMS Week.
- C) Proclamation proclaiming May 18–24, 2025 as National Public Works and Public Utilities Week.

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) Recognition of PSJA ISD Students graduating from the Methodist Healthcare Ministries Grant Internship Program
- B) Recognition of Human Resources Professional of the Year
- C) Recognition of Texas Municipal League Leadership Academy Graduates
- D) 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 May 5, 2025 - Regular Called Meeting; and May 12, 2025 - Special Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-37 prescribing new rates for sewer services. **(2nd Reading) This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)
- C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-07 prescribing new rates for water services **(2nd Reading). This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)
- D) Consideration and action, if any, ratifying professional services rendered by Diseno, Inc. from Pharr, TX for the design of the Pharr Nature Center. **This item supports IF - Infrastructure.** (PURCHASING)
- E) Consideration and action, if any, on Development Services Cases:
 - 1. Melden & Hunt, Inc., representing Pharr Housing Development Corporation, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 4.435 acres, more or less, out of Lot 165, and all of Lot 2, Pharr Housing Authority Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 104 West Polk Avenue. COZ#250406 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)
 - 2. 33 Construction and Energy, LLC., representing Norma D. Rodriguez Trejo, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility. The property is legally described as being 1.67 acres, more or less, out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 West Dicker Road. CUP#250403 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas. The property's physical address is 6804 South Cage Boulevard. CUP#200525 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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

5. Marisela Linan Perez and Loremi Cantu d/b/a Exclusive Event Center, are 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 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. CUP#230275 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

6. Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.05 acres, more or less, out of Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1. CUP#160942 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

7. Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 701 East Nolana Loop, Suite #3A. CUP#230384 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

8. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 the South 150 feet of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. CUP#130630 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) PLATS:

1. Melden & Hunt Inc., representing Jaime Roel Garcia, Director for Garcia-Reyna Family Limited Partnership, A Texas Limited Partnership, is requesting final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision. The property is legally described as being a Resubdivision of 6.00 acres out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 700 Block of North Veterans Boulevard ("I" Road). SUB#250104 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution suspending the June 24, 2025 effective date of proposal by Texas Gas Service Company for interim rate adjustment for cities within Rio Grande Valley service area. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of a Yale GP155VX Forklift Truck for the Public Works Department from Briggs Equipment from Pharr, Texas for the amount of \$125,893.20. (BuyBoard Cooperative Purchasing Program No. 685-22) **This item supports IF - Infrastructure.** (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order Number 2 and the addition of 15 calendar days to the Pharr-Reynosa International Bridge Expansion. **This item supports IF - Infrastructure.** (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for construction management services for the Pharr Events Center Improvements with Brownstone Consultants, LLC. from McAllen, TX through TIPS Cooperative Contract No. 23010401-5248. **This item supports IF - Infrastructure.** (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to enter into a Professional Service Contract for design services for the Pharr Events Center Improvements Project with The Warren Group from McAllen, TX 78501. **This item supports IF - Infrastructure.** (PURCHASING)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 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 16th day of May 2025 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 16th day of May 2025





ALESSANDRA GARCIA, CPM
ASSISTANT CITY CLERK

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

Name: _____

Title: _____

Proclamation



WHEREAS, STOP THE BLEED® is a national public health campaign, launched at a White House Ceremony in 2015, emergency medical services is a vital public service; and

WHEREAS, its goal is to save lives by training people across the country how to stop traumatic bleeding; and

WHEREAS, excessive bleeding is the leading cause of death for those under the age of 40; and

WHEREAS, the campaign is a public/private partnership led by the US Department of Defense and supported by a number of organizations including the US Department of Homeland Security, the Stop the Bleed Coalition, the American Red Cross, The American College of Surgeons, the American College of Emergency Physicians, and the American Heart Association; and

WHEREAS, emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the campaign is based on the lessons the Department of Defense learned in Afghanistan and Iraq on the best ways to treat traumatic injuries involving severe blood loss; and

WHEREAS, each year the 4th Thursday of May has been proclaimed STOP THE BLEED® Day by the campaign to engage the public to learn more about how to become empowered to save lives.

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 May 22, 2025, as:

“Stop The Bleed Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, emergency medical services is a vital public service; and

WHEREAS, members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

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 week of May 18 - 24, 2025, as:

“Emergency Medical Services Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, public works and public utilities professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and public health, high quality of life, and well-being of the people of the City of Pharr; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Pharr to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, be it now; and

WHEREAS, we urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim the week of May 18 – 24, 2025 as:

“National Public Works and Public Utilities Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of May 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jose Pena

Agenda Item: Recognition of PSJA ISD Students graduating from the Methodist Healthcare Ministries Grant Internship Program

Classification: Regular

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

Issue: Recognition of Ten PSJA ISD Students, Jesus Alejandro Serna, Gavin Trevino, Hector A. Arriaga, Miguel Mendez, Jose Cantu, Miguel A. Aviles, Diego Naranjo, Orlando Robles, Yan Lucka Barajas, and Damian Rivera, graduating from the Methodist Healthcare Ministries Grant Internship Program

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends acknowledging and congratulating the PSJA ISD students for their successful completion of the Methodist Healthcare Ministries Internship Program and recognizing their dedication and achievement.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Human Resources Professional of the Year

Classification: Regular

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

Issue: Recognition of Human Resources Professional of the Year

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends acknowledgment and congratulating Veronica Ramirez for her outstanding achievement in being named Human Resources Professional of the Year.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Texas Municipal League Leadership Academy Graduates

Classification: Regular

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

Issue: Recognition of Hilda Pedraza, Maria Rangel, Imelda Perez, Kimberly Mendoza, Elizabeth Diaz, Abel Molina, and CJ Sanchez for their successful completion of the Texas Municipal League Leadership Academy.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends acknowledgment and congratulating the graduates for their achievement in completing the Texas Municipal League Leadership Academy

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for May 5, 2025 - Regular Called Meeting; and May 12, 2025 - Special 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 May 5, 2025 - Regular Called Meeting; and May 12, 2025 - Special Called Meeting.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval on minutes as presented.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 5/16/2025
Final Approval - 5/16/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 5, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 5, 2025 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ramiro Caballero

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, City Engineer
Sabrina Solis, Finance Comp. of Operations
Veronica Ramirez, HR Director
Juan Villescascas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, 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
Mayra Gomez, Purchasing Dept. Director
Danny Ramirez, EMS Chief
CJ Sanchez, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, Asst. P.S. Communications Dir.
Niko Tapangan, Public Health Director
Victor Perez, P.E.D.C Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management Director

CITY ATTORNEY

Ricardo Rodriguez, City Attorney

May 5, 2025

ITEM 1. CALL TO ORDER

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

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MAY 5, 2025, AS SOUTH TEXAS BORDER CHAPTER TEXAS MASTER NATURALIST DAY.

Jonathan Flores, City Manager, introduced the item.

Ann Mayfield, President of the South Texas Border Chapter, thanked the Commission for the proclamation and briefly shared the group's impact, including 2,000 volunteer hours and over \$48,000 in community service contributions. Javier De Leon, Texas Parks and Wildlife, stated the program's statewide reach, with 1,700 certified volunteers providing 6.9 million service hours and benefiting over 234,000 acres.

At this time, Comm. Carrillo read the proclamation proclaiming May 5, 2025, as South Texas Border Chapter Texas Master Naturalist Day and presented proclamation to Ann Mayfield and staff.

B) PROCLAMATION PROCLAIMING MAY 4 – 10, 2025 AS PROFESSIONAL MUNICIPAL CLERKS WEEK.

Jonathan Flores, City Manager, introduced the item.

Imelda Perez, City Clerk, introduced her staff and thanked them for all their hard work and dedication. She emphasized that municipal clerks were responsible for ensuring transparency, overseeing elections, maintaining official records, and supporting public engagement. She further stated municipal clerks serve as guardians of public trust, keepers of history, and facilitators of democracy.

At this time, Comm. Flores read the proclamation proclaiming the week of May 4 – 10, 2025 as Professional Municipal Clerks Week and presented proclamation to Imelda Perez and staff.

May 5, 2025

C) PROCLAMATION PROCLAIMING MAY 11 – 17, 2025 AS PHARR POLICE MEMORIAL WEEK.

Jonathan Flores, City Manager, introduced the item.

Juan Gonzalez, Police Chief, introduced himself and his staff and thanked the Commission for their support. Chief Gonzalez stated National Police Week was a time to honor fallen officers and support their families. He highlighted the importance of remembering their sacrifice and thanked all officers for their continued dedication to public safety.

At this time, Comm. Pacheco read the proclamation proclaiming May 11 – 17, 2025 as Pharr Police Memorial Week.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

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

B) RECOGNITION OF LEAH ADINARI GUERRA HERNANDEZ FOR RECEIVING A GOLDEN PRESIDENTIAL VOLUNTEER SERVICE AWARD.

Jonathan Flores, City Manager, introduced the item.

Brenda Hernandez approached the podium, on behalf of Regina's Modeling Academy and recognized Leah Adinari Guerra Hernandez for receiving the prestigious Golden Presidential Community Service Award. She further praised Leah's dedication to community service, leadership, and academic excellence, by describing her as a role model who inspires her peers through her commitment and achievements.

C) CITY EVENTS OF INTEREST

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

MINUTES: REGULAR CALLED MEETING

May 5, 2025

Yuri Gonzalez, Chief Communications Officer, presented video recaps of Fire Firefighter Recognition at State Capital, The Possible Dream Foundation Press Conference, and Paint the Park & Arbor Day.

Yuri Gonzalez, Chief Communications Officer, reported the Warrior Race would take place on Saturday, May 10, 2025, and the registration deadline was Friday, May 9, 2025, at 6:00 p.m. She stated the race included swimming, biking, running and an obstacle course and extended an invitation to the public to register for this event.

Yuri Gonzalez, Chief Communications Officer, further reported on the Work Mode on Event series hosted by Development Services. She invited residents to come meet with departments and complete a brief survey supporting the City's Ten – Year Comprehensive Plan. She stated the event would take place at the Jose "Pepe" Salinas Recreation Center on Tuesday, May 13, 2025, from 5:00 p.m. to 7:00 p.m. and would include food, activities, and a generator raffle.

Yuri Gonzalez, Chief Communications Officer, reported the Pharr Police Department would host the Mind Matters Health Fair on Friday, May 16, 2025, from 6:00 p.m. to 8:00 p.m. at the French Garden, outside Pharr One on Nolana. She stated the event would feature 40 vendor booths offering information and services related to mental health, including doctors, counseling services, and behavioral health resources.

Yuri Gonzalez, Chief Communications Officer, also reported on the National Outdoor Day. She stated the Parks and Recreation Department would be hosting the Kids to Park Day on Saturday, May 17, 2025, from 4:00 p.m. to 8:00 p.m. at the city park located next to Allen and William Arnold School. She stated this was a free community event and encouraged families to enjoy the outdoors with games, food, music, and fun.

Yuri Gonzalez, Chief Communications Officer, reported on the Work Mode event series. She stated Development Services would be hosting a free hurricane preparedness awareness event at the Development and Research Center, from 6:00 p.m. to 8:00 p.m. on ENTER DATE. She further stated department directors would address community concerns and event would be moderated by meteorologist Tim Smith. She further stated a generator raffle would take place and residents were encouraged to register via QR code provided.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the First Annual Vendor Expo, led by Purchasing Director Mayra Gomez, would be held on May 22, 2025, from 8:30 a.m. to 4:30 p.m. She stated there were one hundred forty (140) vendors already registered and the event was expected to be a success. She further stated multiple department directors would be present to share insights about their respective department operations.

ITEM 6. CONSENT AGENDA

May 5, 2025

- A) APPROVAL OF MINUTES FOR APRIL 21, 2025 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR LAS MILPAS ROAD BETWEEN JACKSON ROAD AND CAGE BOULEVARD (CSJ: 0921-02-434). THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**
- C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. JUAN F. GARZA, D/B/A MUELLE 37, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.073 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 2, BROWNING COMMERCIAL AREA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1000 NORTH CAGE BOULEVARD, SUITE A. CUP#150325 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. PIZZA PROPERTIES, INC., D/B/A PETER PIPER PIZZA #63, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, PLEASANTON SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1715 SOUTH CAGE BOULEVARD. CUP#060104 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. DIANA L. BOJORQUEZ DE ROBLES, D/B/A THE FORUM BY REGENCY, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.08 ACRES, MORE OR LESS, OUT OF LOTS 12 AND 13, MACO BUSINESS CENTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 213 EAST FERGUSON AVENUE, SUITE D. CUP#240203 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 4. MAURICIO JARAMILLO, D/B/A REGENCY FIESTA, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.102 ACRES OUT OF LOT 1, REGENCY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1020 WEST FERGUSON AVENUE. CUP#071271 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 5. OLLY'S DRIVE THRU, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.04 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 27 AND 28, LA QUINTA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5850 SOUTH CAGE BOULEVARD. CUP#200836 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 6. CNMK TEXAS PROPERTIES, LLC, D/B/A CINEMARK EL CENTRO MALL 16, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS**

May 5, 2025

PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 3A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 600 NORTH JACKSON ROAD. CUP#131046 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

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

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

Resolution No. R-2025-19 is filed with the City Clerk's Office.

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

ITEM 10. CLOSED SESSION

The time being 4:40 p.m., Mayor Pro Tem Chavez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:19 p.m., Mayor Pro Tem Chavez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-37 PRESCRIBING NEW RATES FOR SEWER SERVICES. (1ST READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2020-07 PRESCRIBING NEW RATES FOR WATER**

May 5, 2025

SERVICES (1ST READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)

Jonathan Flores, City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING EQUIPMENT AS SURPLUS FOR SALE; ANY ITEMS NOT SOLD THROUGH NEGOTIATION WILL BE OFFERED AT AUCTION. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-20 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON A RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CLOSE STATE ROADWAYS FOR PUBLIC EVENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (SPECIAL EVENTS)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-21 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF TWO (2) HPV HIGH WATER RESCUE TRUCKS FOR THE FIRE DEPARTMENT FROM ACELA TRUCK COMPANY FROM BOZEMAN, MONTANA IN THE AMOUNT OF \$758,692.00 (SOURCEWELL COOPERATIVE PURCHASING PROGRAM #032824-CER). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

May 5, 2025

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, RESCINDING CITY COMMISSION ACTION TAKEN ON FEBRUARY 3, 2025 TO REJECT BIDS AND AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE COMMERCIAL VEHICLE PARKING AREA TO NM CONTRACTING FROM MCALLEN TX. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH MACGREGOR ENTERTAINMENT FOR CARNIVAL ATTRACTIONS FOR THE CITY OF PHARR AVOCADO FESTIVAL ON OCTOBER 11TH, 2025. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (SPECIAL EVENTS)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Pacheco 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

MINUTES: REGULAR CALLED MEETING

May 5, 2025

ON THIS THE 5th DAY OF MAY 2025 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

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 12, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 12, 2025 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
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Sabrina Solis, Finance Comp. of Operations
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Javier Martinez, Assistant Bridge Director
Mayra Gomez, Purchasing Dept. Director
Danny Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, P.S. Communications Dir.
Niko Tapangan, Public Health Director
Victor Perez, P.E.D.C. Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management 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 4:00 p.m. Roll call established a quorum.

Mayor Hernandez was not present at the time of roll call but arrived at 4:08 p.m.

B) PLEDGE OF ALLEGIANCE / INVOCATION

Pharr Police Department Color Guard posted the colors and presented the flag. Jonathan Flores, City Manager, lead in the pledge of allegiance and Pastor Rudy Beltran said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. ADMINISTRATIVE

A) OATH OF OFFICE FOR COMMISSIONER PLACE 2, COMMISSIONER PLACE 3 AND COMMISSIONER PLACE 4. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

Fred Garza Jr. administered the Oath of Office to Commissioner Roberto "Bobby" Carrillo.

Ricardo Rodriguez administered the Oath of Office to Commissioner Ramiro Caballero.

Joe Ramirez administered the Oath of Office to Commissioner Daniel Chavez.

ITEM 4. ADJOURNMENT

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

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

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

ON THIS THE 12th DAY OF MAY 2025 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL 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:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 6, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-37 prescribing new rates for sewer services. ***(2nd Reading) This item supports SG - Sound Governance and Fiscal Sustainability.***

Classification: Regular

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

Issue: Based on the results of the recent water and waste water rate study, The City will be making adjustment to its water and sewer rates in order to cover Water and Sewer Infrastructure Improvement Projects and related debt.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alessandra Garcia
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/6/2025
Approved - 5/16/2025
Approved - 5/16/2025
Final Approval - 5/16/2025

ORDINANCE NO. 0-2025-_____

AN ORDINANCE AMENDING ORDINANCE NO. 0-2019-37, 0-2015-39, 0-2007-56, 0-2005-43, 0- 2004-57, AND 0-99-45, PROVIDING THEREIN FOR THE REVISION OF RATES CHARGED FOR SEWER SYSTEM SERVICES; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. For each defined Customer Class, monthly sewer rates and charges shall be based on metered water consumption or flat rates where no metered water consumption is available as described in the following tables scheduled for annual adjustments beginning on June 1st, 2025, and every year thereafter beginning on June 1st, 2026 through June 1st, 2028.

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Residential ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes	\$17.17	\$18.91	\$19.86	\$20.81	\$21.76	\$22.71
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.16	\$1.23	\$1.29	\$1.36	\$1.45	\$1.54

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Senior Citizen ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes - RS	\$7.45	\$9.03	\$9.88	\$10.74	\$11.59	\$12.45
<u>Consumption Charge - K Gal</u>						
1 Greater	\$0.72	\$0.77	\$0.80	\$0.85	\$0.90	\$0.95

CITY OF PHARR, TEXAS						
PROPOSED WASTEWATER RATE STRUCTURE						
	Current	Effective:				
		06/01/25	06/01/26	06/01/27	06/01/28	06/01/29
Commercial ICL						
<u>Min. Charge - 0 Gallons</u>						
All Meter Sizes - C	\$27.10	\$40.39	\$40.86	\$41.34	\$41.81	\$42.29
<u>Consumption Charge - K Gal</u>						
1 Greater	\$1.53	\$2.22	\$2.36	\$2.51	\$2.66	\$2.83

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of June, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: May 6, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-07 prescribing new rates for water services **(2nd Reading)**. This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Regular

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

Issue: Based on the results of the recent water and waste water rate study, The City will be making adjustment to its water and sewer rates in order to cover Water and Sewer Infrastructure Improvement Projects and related debt.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alessandra Garcia
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/6/2025
Approved - 5/16/2025
Approved - 5/16/2025
Final Approval - 5/16/2025

ORDINANCE NO. 0-2025-__

AN ORDINANCE AMENDING ORDINANCE 0-2020-07, 0-2019-38, 0-2015-40, 0-2010-56, 0-2007-55, 0-2004-56, 0-99-44, 0-93-27, 0-91-38, 0-83-38, 0-87-33, SECTION ONE, PRESCRIBING RATES TO BE CHARGED FOR SERVICES FURNISHED BY THE WATERWORKS SYSTEM OWNED AND OPERATED BY SAID CITY, REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: For each defined Customer Class, monthly water rates and charges shall be based on the meter size and metered water consumption as described in the following tables scheduled for annual adjustments beginning on November 1, 2024, and every year thereafter beginning on October 1st 2025 through October 1st 2028.

Meter Sized Based Minimum Monthly Water Charges and Volumetric Rates for Monthly Metered Consumption.

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Residential ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - R		\$18.89	\$19.71	\$20.53	\$21.34	\$22.16	\$22.98
1"		\$18.89	\$21.36	\$23.82	\$26.29	\$28.75	\$31.22
1 1/2" - R2		\$18.89	\$23.92	\$28.95	\$33.97	\$39.00	\$44.03
2" - R5		\$30.68	\$34.77	\$38.87	\$42.96	\$47.06	\$51.15
3" - R3		\$42.48	\$45.20	\$47.92	\$50.65	\$53.37	\$56.09
4" - R4		\$64.90	\$66.91	\$68.92	\$70.92	\$72.93	\$74.94
6"		\$106.20	\$116.28	\$126.36	\$136.45	\$146.53	\$156.61
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.73	\$1.86	\$2.00	\$2.15	\$2.31	\$2.48
2,001	3,000	\$1.73	\$1.86	\$2.00	\$2.15	\$2.31	\$2.48
3,001	5,000	\$1.90	\$2.04	\$2.20	\$2.36	\$2.54	\$2.73
5,001	6,000	\$1.90	\$2.04	\$2.20	\$2.36	\$2.54	\$2.73
6,001	8,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
8,001	10,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
10,001	15,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
15,001	18,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
18,001	20,000	\$2.25	\$2.42	\$2.60	\$2.80	\$3.00	\$3.23
20,001	Greater	\$2.60	\$2.80	\$3.00	\$3.23	\$3.47	\$3.73

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Residential OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - OCL		\$18.89	\$20.63	\$22.36	\$24.10	\$25.84	\$27.58
1"		\$18.89	\$22.60	\$26.32	\$30.03	\$33.75	\$37.46
1 1/2"		\$18.89	\$25.68	\$32.47	\$39.26	\$46.05	\$52.84
2"		\$30.68	\$36.82	\$42.96	\$49.10	\$55.24	\$61.38
3"		\$42.48	\$47.45	\$52.41	\$57.38	\$62.34	\$67.31
4"		\$64.90	\$69.91	\$74.91	\$79.92	\$84.92	\$89.93
6"		\$106.20	\$122.55	\$138.89	\$155.24	\$171.59	\$187.93
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.60	\$2.66	\$2.74	\$2.83	\$2.91	\$2.98
2,001	3,000	\$2.60	\$2.66	\$2.74	\$2.83	\$2.91	\$2.98
3,001	5,000	\$2.85	\$2.92	\$3.01	\$3.10	\$3.19	\$3.27
5,001	6,000	\$2.85	\$2.92	\$3.01	\$3.10	\$3.19	\$3.27
6,001	8,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
8,001	10,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
10,001	15,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
15,001	18,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
18,001	20,000	\$3.38	\$3.46	\$3.57	\$3.68	\$3.78	\$3.88
20,001	Greater	\$3.90	\$4.00	\$4.12	\$4.25	\$4.37	\$4.48

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Senior Citizen ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4" - RS		\$7.45	\$8.15	\$8.85	\$9.55	\$10.25	\$10.95
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
2,001	3,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
3,001	5,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
5,001	6,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
6,001	8,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
8,001	10,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
10,001	15,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
15,001	18,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
18,001	20,000	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24
20,001	Greater	\$1.56	\$1.68	\$1.80	\$1.94	\$2.08	\$2.24

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Senior Citizen OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$7.45	\$8.59	\$9.73	\$10.86	\$12.00	\$13.14
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
2,001	3,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
3,001	5,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
5,001	6,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
6,001	8,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
8,001	10,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
10,001	15,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
15,001	18,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
18,001	20,000	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69
20,001	Greater	\$2.23	\$2.40	\$2.47	\$2.55	\$2.62	\$2.69

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Commercial ICL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$26.55	\$28.77	\$31.00	\$33.22	\$35.45	\$37.67
1" CW1		\$26.55	\$30.23	\$33.91	\$37.60	\$41.28	\$44.96
1 1/2" CW		\$26.55	\$31.86	\$37.16	\$42.47	\$47.77	\$53.08
2" CW2		\$30.68	\$41.80	\$52.92	\$64.03	\$75.15	\$86.27
3" CW3		\$42.48	\$58.66	\$74.83	\$91.01	\$107.18	\$123.36
4" CW4		\$64.90	\$96.18	\$127.46	\$158.74	\$190.02	\$221.30
6" CW6		\$106.20	\$164.31	\$222.43	\$280.54	\$338.66	\$396.77
8"		\$106.20	\$210.73	\$315.26	\$419.79	\$524.32	\$628.85
<u>Consumption Charge - K Gal</u>							
1	2,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
2,001	3,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
3,001	5,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
5,001	6,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
6,001	8,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
8,001	10,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
10,001	15,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
15,001	18,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
18,001	20,000	\$1.70	\$1.83	\$1.96	\$2.11	\$2.27	\$2.44
20,001	Greater	\$1.85	\$1.99	\$2.14	\$2.30	\$2.47	\$2.66

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Commercial OCL							
<u>Min. Charge - 0 Gallons</u>							
5/8" and 3/4"		\$26.55	\$30.28	\$34.01	\$37.74	\$41.47	\$45.20
1"		\$26.55	\$32.03	\$37.51	\$42.99	\$48.47	\$53.95
1 1/2"		\$26.55	\$33.98	\$41.41	\$48.84	\$56.27	\$63.70
2"		\$30.68	\$45.25	\$59.82	\$74.39	\$88.96	\$103.52
3"		\$42.48	\$63.59	\$84.70	\$105.81	\$126.92	\$148.03
4"		\$64.90	\$105.03	\$145.16	\$185.30	\$225.43	\$265.56
6"		\$106.20	\$180.18	\$254.17	\$328.15	\$402.14	\$476.12
8"		\$106.20	\$235.88	\$365.57	\$495.25	\$624.94	\$754.62
<u>Consumption Charge - K Gal</u>							
1	2,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
2,001	3,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
3,001	5,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
5,001	6,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
6,001	8,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
8,001	10,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
10,001	15,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
15,001	18,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
18,001	20,000	\$2.43	\$2.61	\$2.70	\$2.78	\$2.85	\$2.93
20,001	Greater	\$2.65	\$2.84	\$2.93	\$3.02	\$3.11	\$3.19

CITY OF PHARR, TEXAS							
PROPOSED WATER RATES:							
		Effective:					
		Current	11/1/24	10/1/25	10/1/26	10/1/27	10/1/28
City of Hidalgo							
<u>Min. Charge - 0 Gallons</u>							
CW3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Consumption Charge - K Gal</u>							
1	Greater	\$1.00	\$1.08	\$1.16	\$1.24	\$1.34	\$1.44

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 19th day of May, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the
2nd day of June, 2025.**

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: May 1, 2025

MEETING DATE: May 19, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, ratifying professional services rendered by Diseno, Inc. from Pharr, TX for the design of the Pharr Nature Center.
This item supports IF - Infrastructure.

Classification: Regular

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

Issue: Staff is respectfully requesting ratification of Professional Architectural Services rendered for Pharr Nature Center with Diseno, Inc. Itemized invoice for the amount of \$75,950.00 is attached. Services beyond what is being invoiced are terminated. -
Project No. 2425-01-522-S25-01

Fiscal Consideration:

Amount Due: \$75,950

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Sergio Alanis

Maria Rangel

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/1/2025

Approved - 5/2/2025

Approved - 5/14/2025

Approved - 5/15/2025

Approved - 5/16/2025

Approved - 5/16/2025

Approved - 5/16/2025

Final Approval - 5/16/2025

Diseño, Inc.

ARCHITECTURE, PLANNING & DEVELOPMENT

February 6th, 2025

Prepared by Diseño, Inc.

Proposed "Napako" Nature Center Pharr, Texas

A facility that would promote, educate and preserve our unique South Texas natural habitat and educate locals on the lives of the native Americans, namely the Coahuiltecan who first inhabited Northern Mexico and South Texas.

Architectural Design is inspired by "Texas Ranch style" with hints of Coahuiltecan folklore throughout

"*Napako*" the Coahuiltecan word for "our journey"

Total Building Area:

Administration	2,802 SF
Lobby / Educational / Classroom	1,993 SF
Demonstrational Kitchen / Catering.	697 SF
	<u>5,492 SF</u>

Covered Porch Area:	1,937 SF
Plaza / Walkways	5,773 SF
Outdoor Amphitheater with Pergola	2,948 SF
Golf Cart Charging Station	578 SF

Other Amenities:

Native Plant Grow Area

Building Materials: Hand-made brick, natural stone, stucco, polished concrete flooring, metal roof, exposed wood rafters, all earth tone

Possible areas for rain water collection and distribution

Building is easily expandable

Lends itself to many types of educational opportunities

Native Texas wildflower / butterfly garden

All Native Texas plant species / no tropical plants to be utilized

ESTIMATED PROBABLE COST OF CONSTRUCTION**Proposed Nature Center
Pharr, Texas**

Architect's Project No.:

Project Phase: 100% of Design Development

Project Hard Costs:

Approximate Lot Size: 391,993 Gross SF

Total Building Area:	5,500 SF
Front Covered Stoop:	2,000 SF
Building Square Footage:	7,500 SF Gross

South Plaza and Sidewalks	5,800 SF
---------------------------	----------

Golf Cart Charging Station (4 Carts)	600 SF
Outdoor Amphitheater	3,000 SF
Gazebo	600 SF

Parking and Drive Area Square Footage: Approximately 24,000 SF

Upfront Project Soft Costs not included in Project Hard Cost

Estimated Basic Architectural / Engineering Fees @ 7.0 % of Actual Construction Cost	\$ 217,000.00
Civil Engineering	\$ 38,200.00
Landscape Planning	\$ 9,500.00
Geotechnical Testing	\$ 8,000.00
ADA plan review and inspection Fees	\$ 3,500.00
Total Upfront Project Costs	\$ 276,200.00

Project Hard Costs:

1.) Building Cost		
A/C Floor Area	5,500 SF @ \$ 285.00 / SF	\$ 1,567,000.00
Exterior Porches	2,000 SF @ \$ 125.00 / SF	\$ 250,000.00
Building Cost Sub-Total		\$ 1,817,000.00
Exterior Plaza and Sidewalks	5,800 SF @ \$85.00 / SF	\$ 725,000.00
Golf Cart Charging Station	600 SF @ \$125.00 / SF	\$ 75,000.00
Amphitheater and Gazebo	3,600 SF @ \$240.00 / SF	\$ 864,000.00
Sub-Total		\$ 3,481,000.00
2.) General Conditions, Job Start Up, Mobilization, Insurance, Building Permit, Contractor's Overhead and Profit, etc. @ 18% of Building Cost		\$ 626,580.00

3.)	Site-work and Infrastructure @ 20% of Building Cost	\$	626,200.00
	Landscaping and Irrigation (Lump Sum Estimate)	\$	56,000.00
4.)	<u>Material Testing During Construction (Lump Sum Estimate)</u>	\$	16,500.00
	Total Project Estimated Cost	\$	4,806,280.00

*Project Total Estimated Probable Cost of Construction Range \$ 3,845,024.00 to \$5,286,908.00**

For clarification the Estimated Probable Cost of Construction for the "NAPAKO" Nature Park Information Facility as proposed in the Architect's Design Concept / Construction Documents is roughly estimated at \$3,481,000.00 and we are calling this the "Base Amount". The project could be divided up into Project Components or Phases to achieve the Budget/. This will be at the sole discretion of the City of Pharr.

** The following Estimated Probable Cost of Construction is based on preliminary information mainly derived from the Architect's Preliminary Design Concepts, type of construction, scope of work, current cost trends, and on the location of the development, current inflation costs of materials, construction influences during a pandemic, etc.. They are to be solely used as a budgetary guide and cannot be considered as the actual cost of construction which will be largely dependent on the level of quality, technicality and the design the Owner chooses and a multiple of other factors.*

Diseño, Inc.

ARCHITECTURE, PLANNING & DEVELOPMENT

February 21st, 2025

Dr. Jonathan B. Flores, City Manager
CITY OF PHARR, TEXAS
118 South Cage Boulevard
Pharr, Texas 78577

RE: Basic Architectural Services for a Pharr Nature Center and Amenities located at 901 West Moore Road, Pharr, Texas

Dear Mr. Flores:

Diseño, Inc. would like to take this opportunity to thank you for considering our firm to provide Basic Architectural Services for the Pharr Nature Center and Amenities located at 901 West Moore Road in Pharr, Texas.

PROJECT DESCRIPTION

The development of Construction Documents for a Nature Park Center. with Amenities

ATTACHMENT NO. 01 - BASIC DESIGN SERVICES – PROJECT SCOPE OF WORK

Part 1 –Nature Center Design and Amenities

- **Schematic Design and Design Development**
 - Development of Preliminary Design Scheme / Conceptual Site Plan
 - Schematic Design and Design Development will be in a three-dimensional format presentation
 - Our fee includes a preliminary presentation meeting to discuss our ideas prior to finalization and we will make modifications based on the feedback

- **Construction Documents with Specifications**

- An ALTA survey / Autocad file will be provided to the Architect prior to commencing work
- Architectural plans, sections, pertinent details, and specifications, prepared for bidding and construction, inclusive of Structural / Electrical engineered drawings, if required, and associated specifications
- Project coordination with Structural / MEP Engineering, if required
- Civil Engineering to be performed by the City of Pharr Engineering Department, unless otherwise directed. Civil Engineering Fee to be added to Architects Base Fee if this is not the case
- Electronic files will be circulated among project design team in the format they were originally prepared, any modifications or reformatting of these files are not a part of our Scope of Work
- Submission of plans for ADA review (Fees for Plan Review and Inspections are to be a reimbursable expense)
- Minor modifications, if applicable are included in our fee

- **Bidding and Negotiation and Construction Administration**

- Architect will coordinate with the City of Pharr to issue out bidding documents to interested and qualified General Contractors
- Administration of the Contract for Construction / Project Site Visits will be made at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and the Architect, in writing
- Based on the Architect's observations and evaluations Review and Certification of Contractors Applications and Certification for Payment
- Construction Support short of construction means, methods, techniques, sequences or procedures
- Diseño, Inc. will not be responsible for the safety precautions and programs in connection with the Work, for the acts or omissions of the General Contractor or Sub-Contractors 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
- Issuance of Architect's Supplemental Instructions, Requests for Proposal, Change Order issuance (if required) and general addressing of field questions arising during construction

ATTACHMENT NO. 02 - SCHEDULE

Diseño, Inc. will prepare the Design and Construction Documents for the New Nature Park Facility located at 901 West Moore Road in Pharr, Texas., within twelve (12.0)* weeks of receipt of ALTA Property Survey information along with the Execution of the Agreement between Diseño, Inc. and the City of Pharr, Texas for Professional Services.

*The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. This proposal and timeline is based on the premise that complete and accurate plans, information, programming requirements, documents, reports, etc. are to be made available for the design of this project on a timely basis. We shall not be held responsible for delays that may occur which are out of our control or for which we are not responsible and therefore may have a negative effect on the project schedule.

ATTACHMENT NO. 03 - COMPENSATION

Project billing will be according to the following percentages and will occur on a monthly basis and based upon the percentage of the work that has been completed and the expenses that have been incurred.

Schematic Design Phase	25%
Design Development Phase	25%
Construction Document Phase	35%
Bidding and Negotiation	5%
Construction Administration Phase	10%

Part 1 –Nature Park Facility and Amenities

- Schematic Design & Design Development
- Construction Documents
- Bidding Assistance
- Construction Administration
- Post Construction Services

New Construction	Project Construction Cost	Architectural	Fixed Sum
	\$3,100,000.00 Estimated	(Approx. 7.0%)	\$217,000.00

- This fee includes Structural / MEP Engineering.
- Civil Engineering and Landscaping /Irrigation Design will be provided by others and are not included in this fee proposal.
- This fee is subject to change if the project scope of work is modified from the original scope of services. Any fee increase for Additional Services as described above for this project will be discussed and mutually agreed upon before commencing any work beyond those outlined above.
- Other optional Additional Services not included in this Agreement include providing any other services not otherwise included in this Agreement considered to be Basic Architectural Services or not customarily furnished in accordance with generally accepted architectural practice.

ADDITIONAL AND REIMBURSABLE EXPENSES

Other Associated Costs: Not included in these **Basic Architectural Services** and may require additional financial outlay by the Owner are the following: handicapped accessibility review and inspection fees, based on Texas Department of Licensing and Regulations, fire protection engineering, etc., jurisdictional review fees, filing and permit fees, project cost estimates, environmental impact statements or assessments, etc., if applicable.

Contingent Additional Services not included in these **Basic Architectural Services** and shall be paid for by the Owner include making revisions to the Drawings, Specifications or other documents when such revisions are:

1. *inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project Budget;*
2. *required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or*
3. *due to changes required as a result of the Owner's failure to render decisions in a timely manner.*
4. *significant design revisions following substantial completion of the Construction Documents, as directed of the Owner.*

COMPENSATION FOR ADDITIONAL SERVICES

Other optional Additional Services not included in this Agreement include providing any other services not otherwise included in this Agreement considered to be Basic Professional Architectural Services or not customarily furnished in accordance with generally accepted architectural practice.

Additional Services will be charged at our prevailing hourly rate as follows:

	Level	Prevailing Hourly Rate
Diseño, Inc.	Principal	\$ 150.00
	Technician Level I	\$ 95.00
	Technician Level II	\$ 80.00
	Clerical	\$ 40.00

Dr. Jonathan B. Flores, City Manager
CITY OF PHARR, TEXAS
February 21st, 2025
Page 5 of 5

REIMBURSABLE EXPENSES:

The compensation for reimbursable expenses shall be computed as a multiple of 1.25 times the expenses incurred by the Architect, and the Architect's employees and or consultants. Reimbursable expenses will be itemized in each statement for payment as they occur and are in addition to compensation of Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project and are further defined below:

*Printing and Handling of plans and specifications;
Reproductions, Deliveries, Postage, Photographs, and other documentation;*

Coordination with separate contracts initiated by the Owner such as exterior building signage, building security, fire protection, etc. are not included in our fee.

EXCLUSIONS

Diseño, Inc. will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractor 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.

ACCEPTANCE OF PROPOSAL

This Contract for Basic Architectural Services is intended to be used in conjunction with AIA Document B141 – 1997, Standard Form of Agreement Between Owner and Architect. The Architect's Basic Service consist of those described in this document and any other service not otherwise included in these Agreements or not customarily furnished in accordance with the generally accepted architectural practice will require additional outlay from the Owner as mutually agreed between the Owner and Architect.

ARCHITECT



Date: February 21st, 2025

Ruben R. Escobar, AIA
President
Diseño, Inc.

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

END DOCUMENT

Diseño, Inc.

Diseño, Inc.

ARCHITECTURE, PLANNING & DEVELOPMENT

Dr. Jonathan B. Flores, City Manager
CITY OF PHARR, TEXAS
118 South Cage Boulevard
Pharr, Texa 78577

Date	Project Number	Invoice No.
5.01.2025	Un-Assigned	5.01.2025.001
PROJECT NAME		
PHARR NATURE PARK CENTER		
901 W Moore Road		
Pharr, Texas		

STATEMENT

Estimated Construction Cost		Type of Fee		Total Fee
\$3,100,000.00 Estimated		7.00%		\$217,000.00
PHASE	% of Total Fee	Amount of Total Fee by Phase	% Complete to Date	Sub-Total by Phase Due to Date
Schematic Design	15%	\$ 32,550.00	100%	\$32,550.00
Design Development	20%	\$ 43,400.00	100%	\$43,400.00
Construction Documents	40%	\$ 86,800.00	0%	
Bidding/Negotiation	5%	\$ 10,850.00	0%	
Construction Administration	20%	\$ 43,400.00	0%	
Total Amount Completed				\$75,950.00
Less Previously Invoiced for Phases				
Please make check payable to Diseño, Inc.				
Amount Due This Invoice				\$75,950.00



PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

COVER SHEET

A0

Michael Pacheco
Roberto "Bobby" Carrillo
Ramiro Caballero ,MD

COMMISSIONER PLACE 1
COMMISSIONER PLACE 2
COMMISSIONER PLACE 3

Dr. Jonathan B. Flores
Sergio Alanis

Ambrosio "Amos" Hernandez, MD

MAYOR

Daniel Chavez
Ricardo Medina
Itza Flores

CITY MANAGER
PARKS AND RECREATION DIRECTOR

COMMISSIONER PLACE 4
COMMISSIONER PLACE 5
COMMISSIONER PLACE 6

CITY OF PHARR NATURE CENTER PROJECT, PHASE I

901 WEST MOORE ROAD, PHARR, TEXAS 78577



ARTISTIC RENDERING REFER TO CONSTRUCTION
DRAWINGS FOR ACTUAL CONDITIONS

CITY OF PHARR NATURE CENTER, PHASE I

901 WEST MOORE ROAD, PHARR, TEXAS 78577

Diseño, Inc.
ARCHITECTURE, PLANNING, & DEVELOPMENT

101 SOUTH CAGE BLVD
PHARR, TEXAS 78577
OFFICE 956 702 1399

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

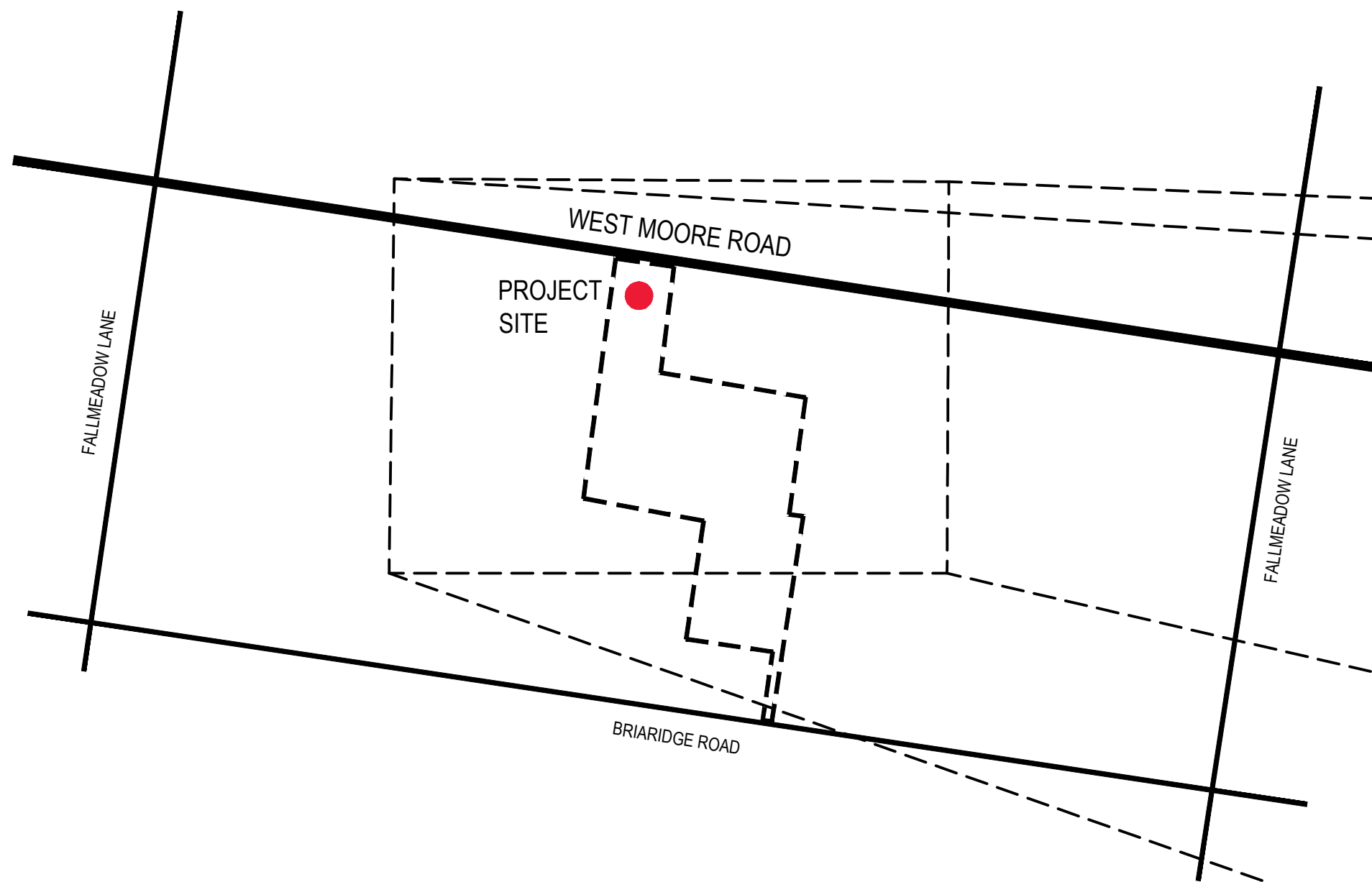
ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

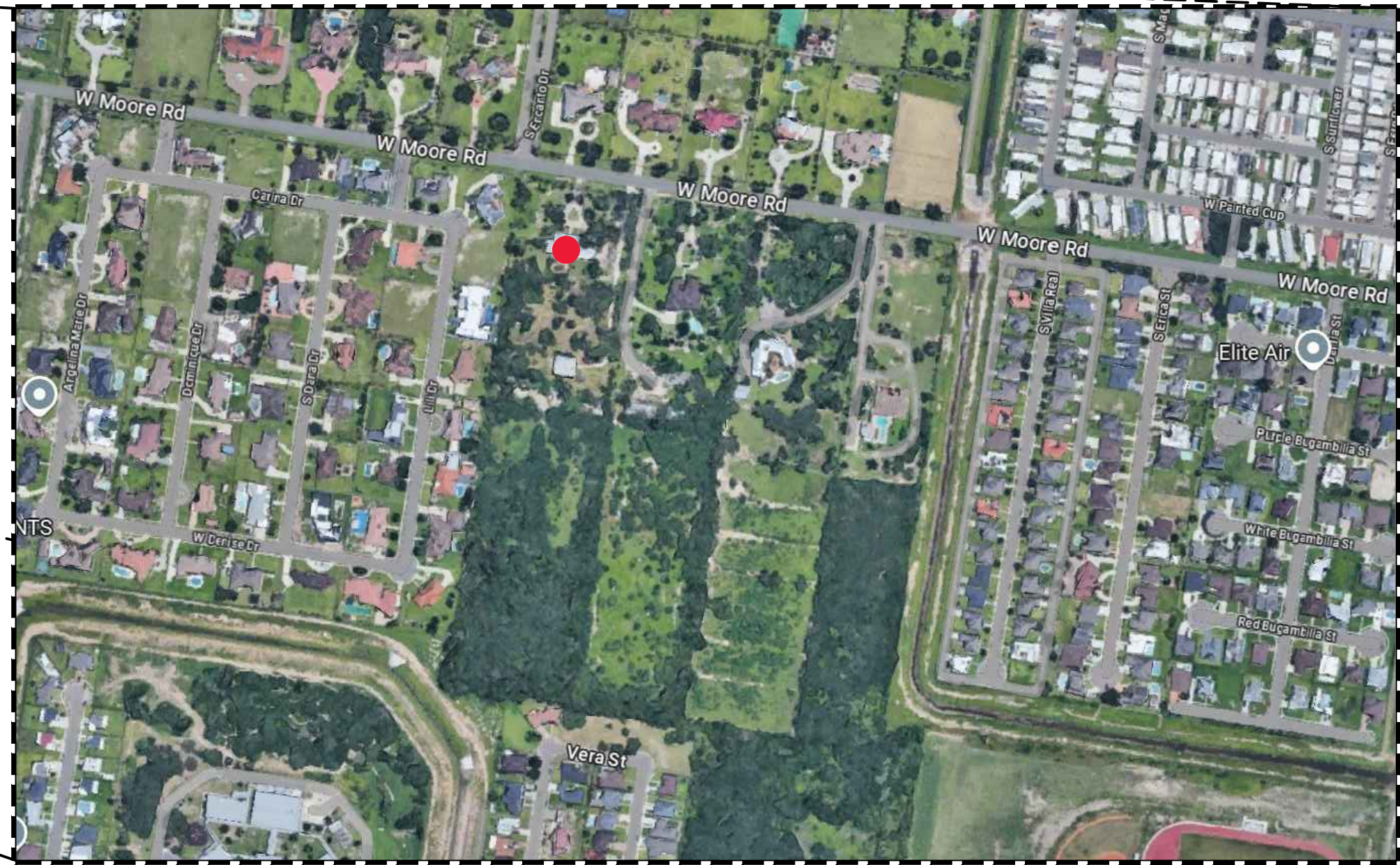
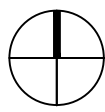
INDEX SHEET

A0.00

VICINITY MAP



PROJECT ADDRESS | 901 WEST MOORE ROAD | PHARR, TEXAS 78577



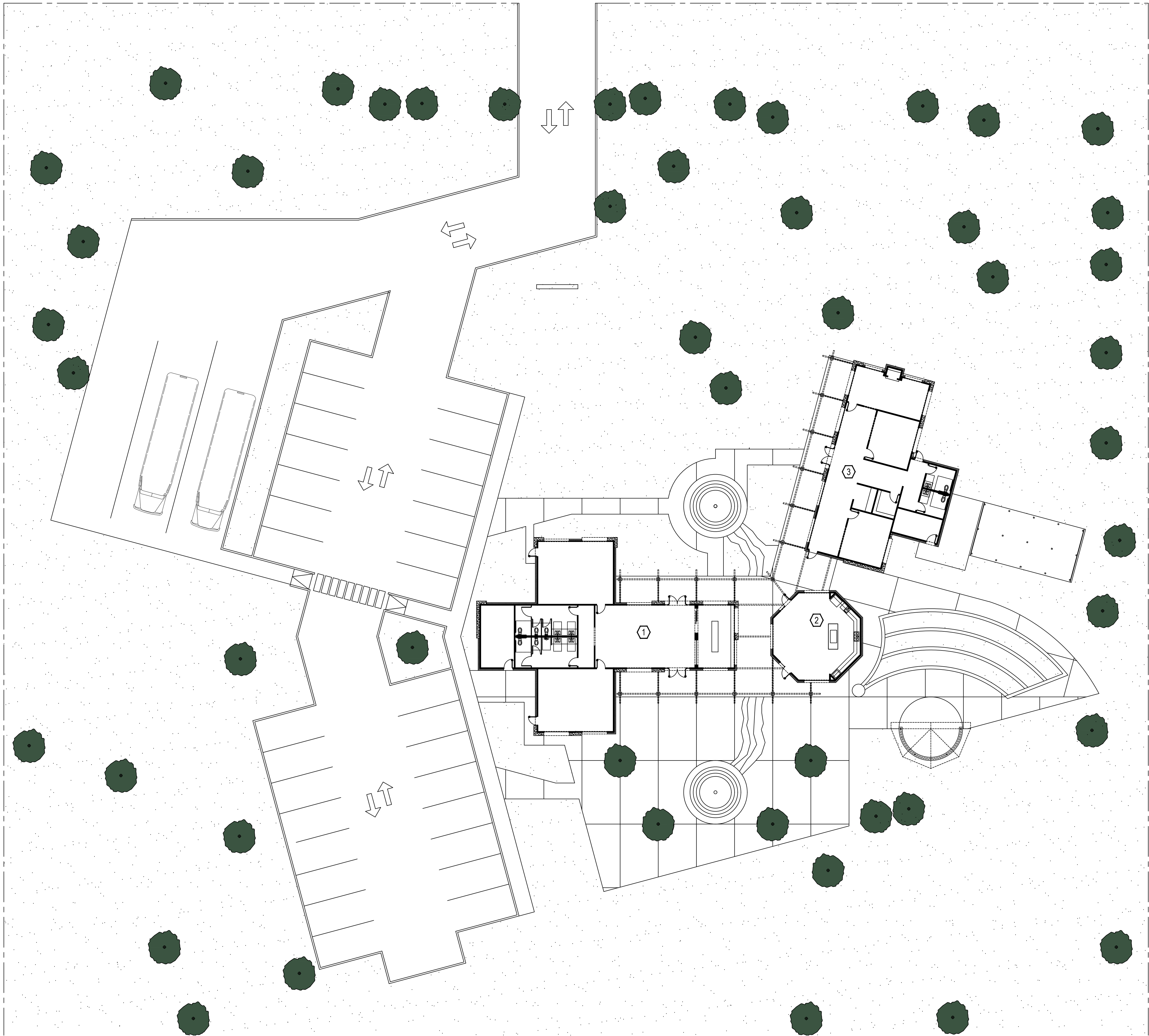
SHEET INDEX

ARCHITECTURAL

A0	COVER SHEET
A0.00	INDEX SHEET
A1.10	ENLARGED SITE PLAN
A1.20	FLOOR PLAN
A2.10	DIMENSIONED FLOOR PLAN - BUILDING 1
A2.20	DIMENSIONED FLOOR PLAN - BUILDINGS 2 & 3
A3.10	KEYNOTED FLOOR PLAN - BUILDINGS 1 & 2
A3.20	KEYNOTED FLOOR PLAN - BUILDING 3
A4.10	REFLECTED CEILING PLAN - BUILDINGS 1 & 2
A4.20	REFLECTED CEILING PLAN - BUILDING 3
A5.10	FLOOR FINISHED PLAN - BUILDINGS 1 & 2
A5.20	FLOOR FINISHED PLAN - BUILDING 3
A6.10	ELECTRICAL PLAN - BUILDINGS 1 & 2
A6.20	ELECTRICAL PLAN - BUILDING 3

A7.10	DOOR + WINDOW SCHEDULE
A8.10	EXTERIOR ELEVATIONS
A8.20	EXTERIOR ELEVATIONS
A9.10	SECTIONS AND INTERIOR ELEVATIONS - BUILDING 1
A9.20	SECTIONS AND INTERIOR ELEVATIONS - BUILDING 2
A9.30	SECTIONS AND INTERIOR ELEVATIONS - BUILDING 2
A9.40	SECTIONS AND INTERIOR ELEVATIONS - BUILDING 3
R1.10	3D RENDER
R1.20	3D RENDER
R1.30	3D RENDER
R1.40	3D RENDER
R1.50	3D RENDER
R1.60	3D RENDER
R1.70	3D RENDER
R1.80	3D RENDER

WEST MOORE ROAD



Diseño, Inc.
ARCHITECTURE, PLANNING, & DEVELOPMENT

101 SOUTH CAGE BLVD
PHARR, TEXAS 78577
OFFICE 956 702 1399

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

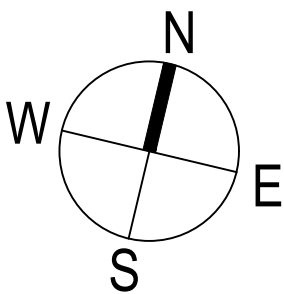
Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE



ENLARGED SITE PLAN
SCALE 1/16" = 1'-0"

ENLARGED
SITE PLAN
A1.10

BUILDING AREA	
KEYNOTES APPLY TO THIS SHEET ONLY	
A / C SPACE - BUILDING 1	2, 802 SF
A / C SPACE - BUILDING 2	697 SF
A / C SPACE - BUILDING 3	1, 992 SF
TOTAL A / C SPACE	5, 491 SF
PORCH	1, 937 SF
PLAZA / WALKWAY	5, 580 SF
PARKING AREA	23, 730 SF
MECH. YARDS	448 SF
GOLF CART STATION	578 SF
AMPHITHEATER	2, 948 SF
TOTAL NON - A / C	35, 221 SF

GROSS SF	40, 712 SF
----------	------------

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

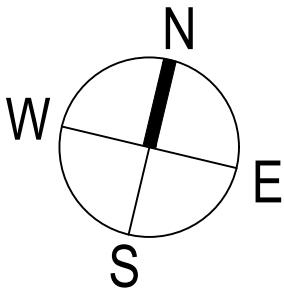
Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE



FLOOR PLAN
A1.20

FLOOR PLAN
SCALE 1/8" = 1'-0"

01

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

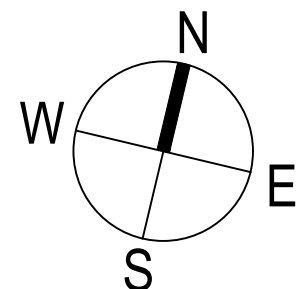
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
.	.	.
.	.	.
.	.	.

DIMENSIONED
FLOOR PLAN

A2.10



BUILDING 1
SCALE 1/4" = 1'-0"

01

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

P R E L I M I N A R Y
D R A W I N G S

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
C O N S T R U C T I O N

PROJECT



PROJECT NO

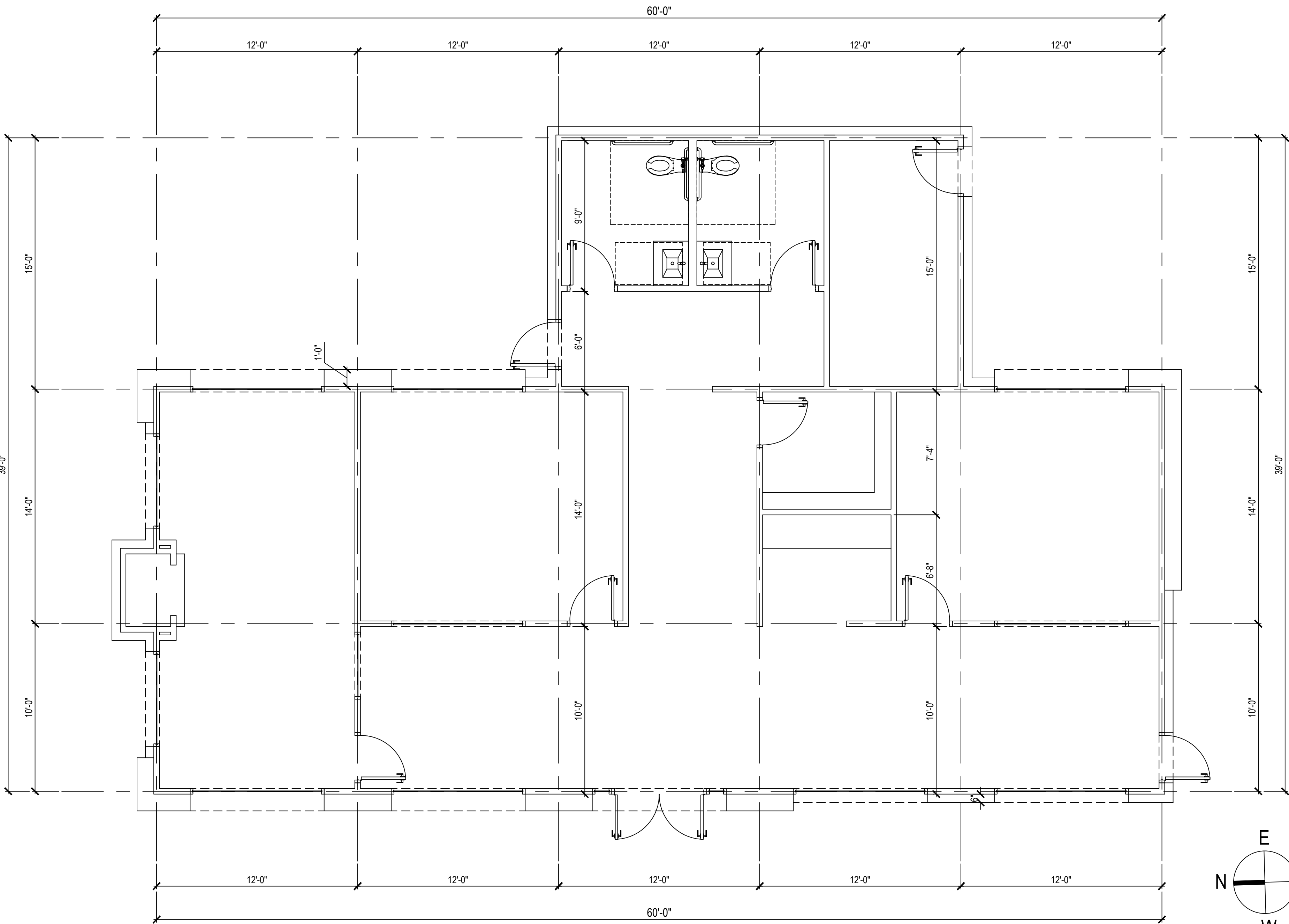
ISSUED FOR

ISSUE DATE

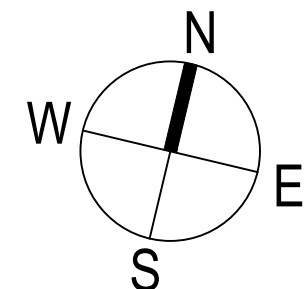
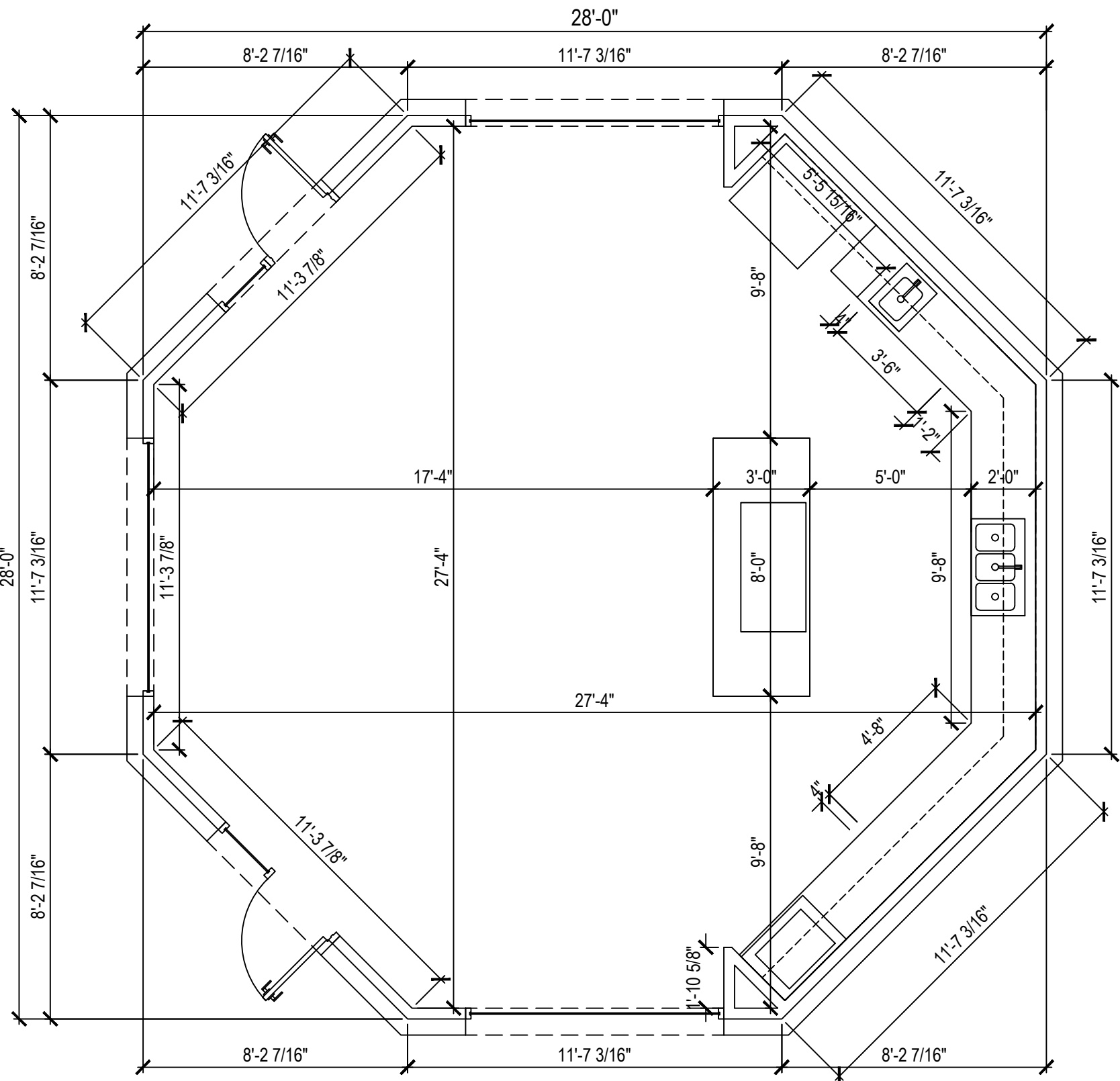
REVISION	DESCRIPTION	DATE
.	.	.
.	.	.

DIMENSIONED
FLOOR PLAN

A2.20



BUILDING 3
SCALE 1/4" = 1'-0"



BUILDING 2
SCALE 1/4" = 1'-0"

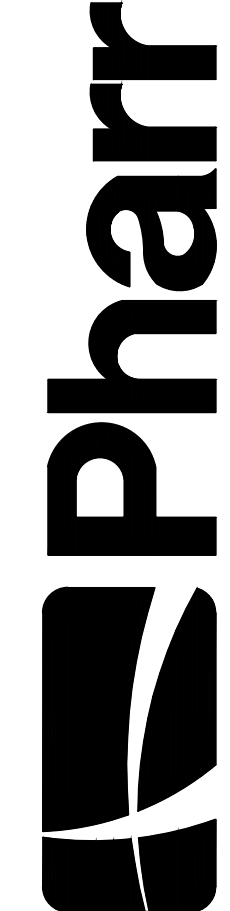
All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

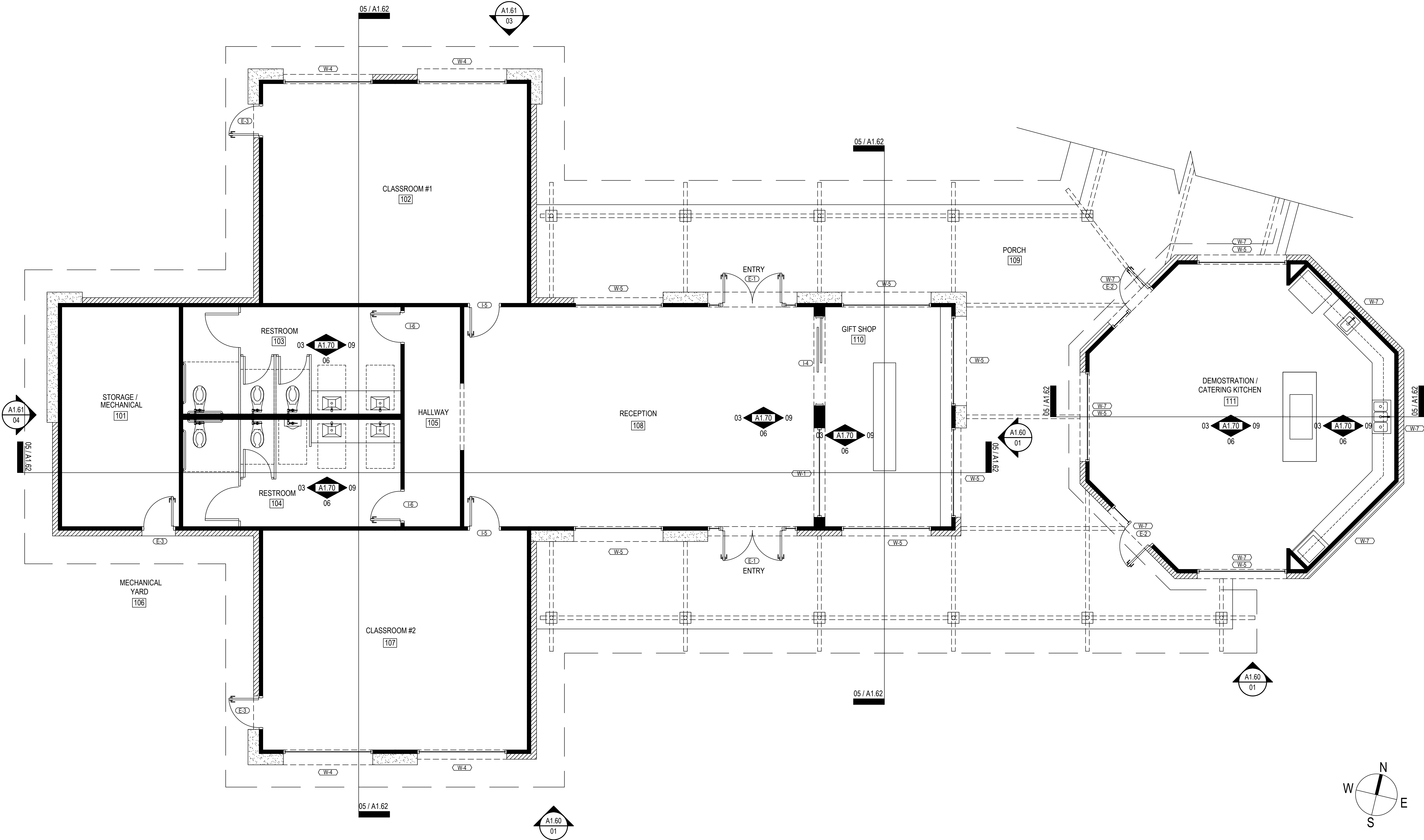
PROJECT



CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO		
ISSUED FOR		
ISSUE DATE		
REVISION	DESCRIPTION	DATE
-		-
-		-
-		-

KEYNOTED
FLOOR PLAN
A3.10



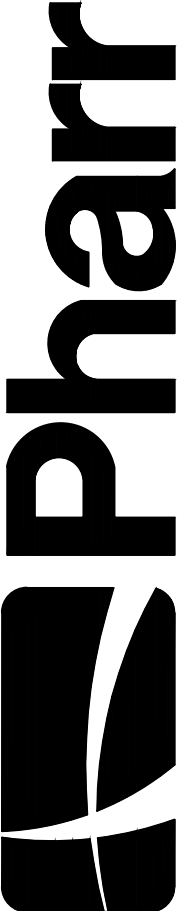
All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

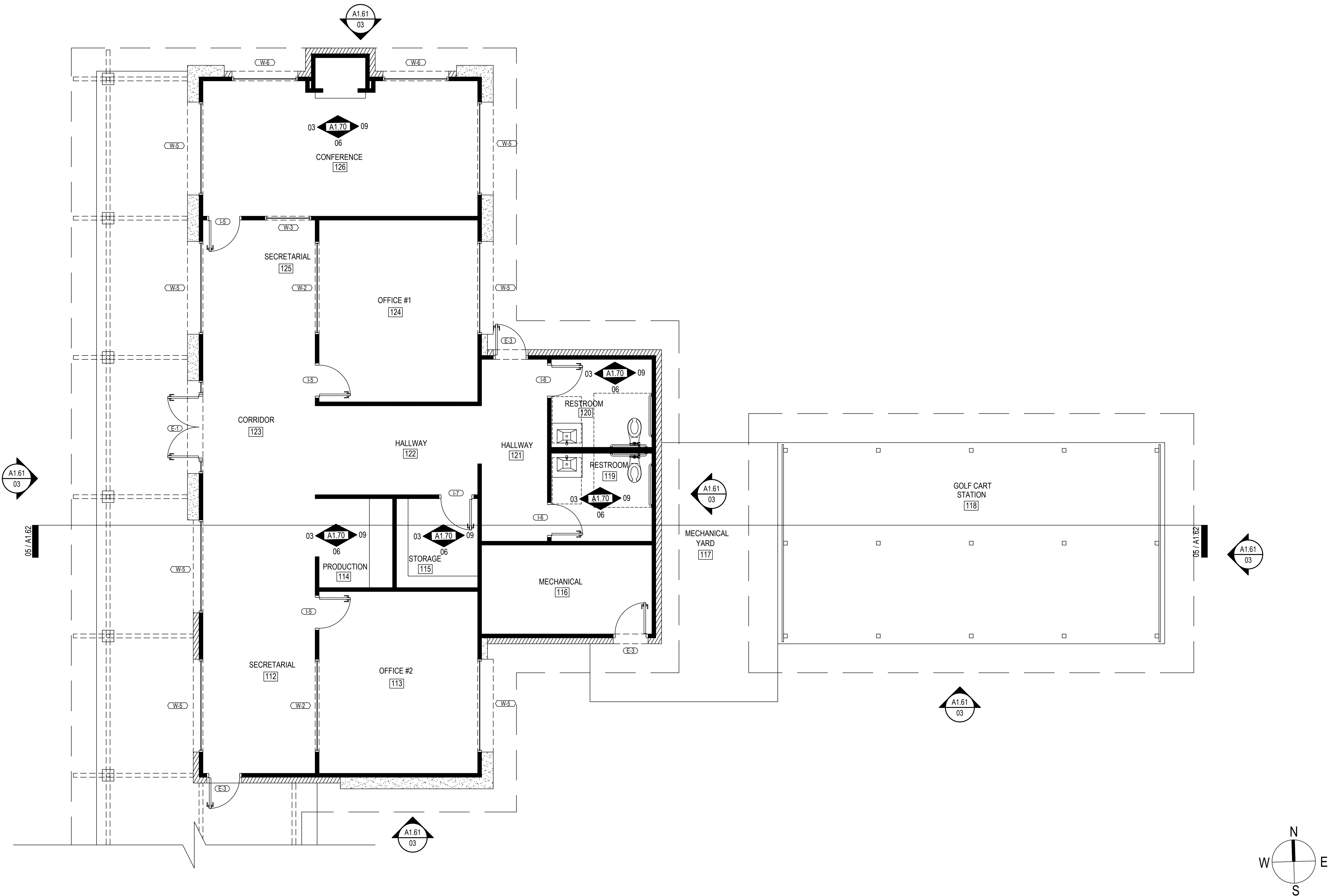
PROJECT



CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO		
ISSUED FOR		
ISSUE DATE		
REVISION	DESCRIPTION	DATE

KEYNOTED
FLOOR PLAN
A3.20



All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

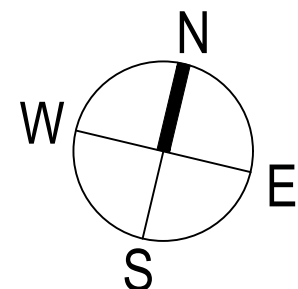
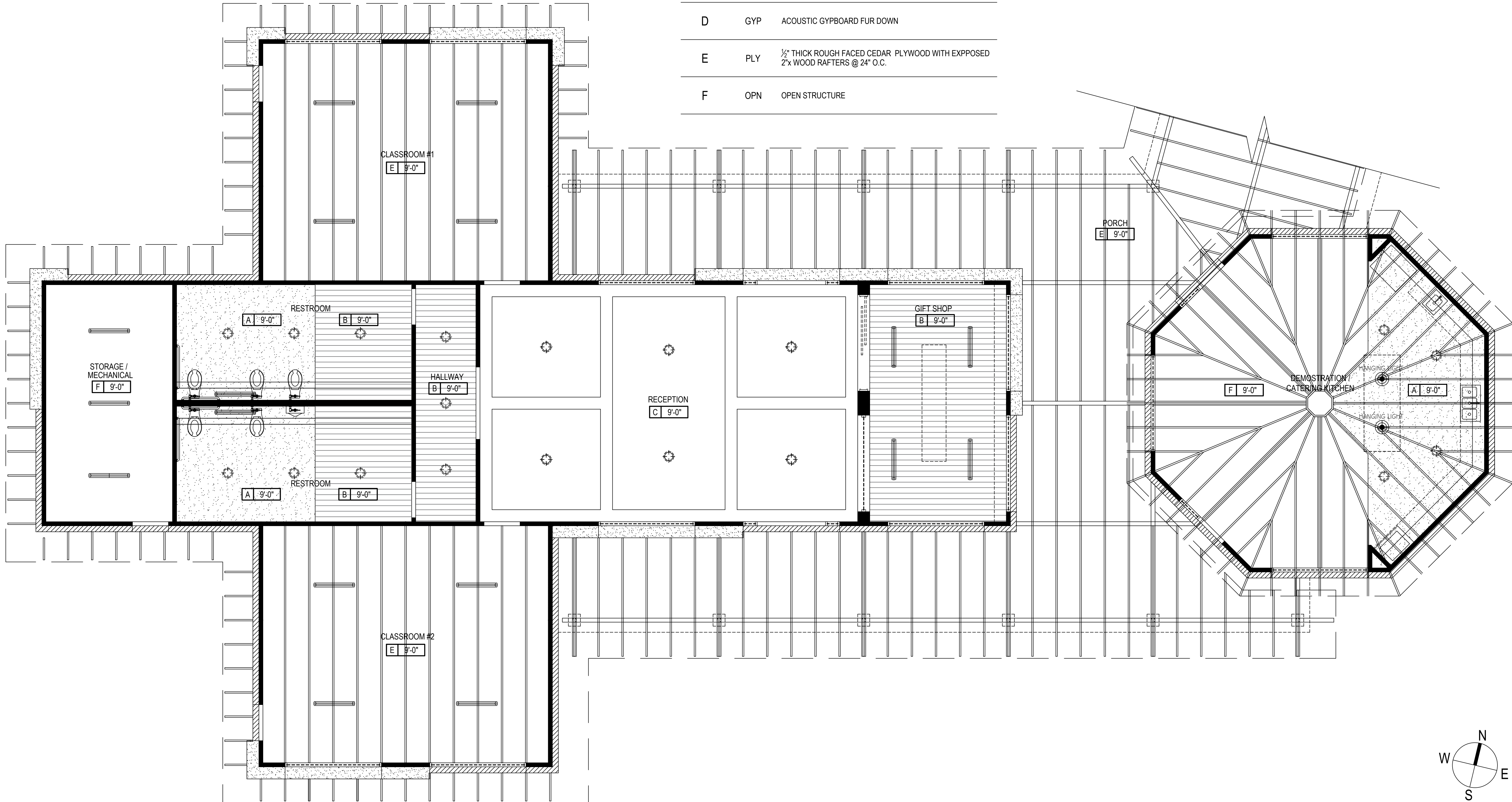
REFLECTED
CEILING PLAN

A4.10

CEILING TYPES

KEYED NOTES APPLY TO THIS PLAN ONLY

A	GYP. BD.	TAPE, FLOAT, TEXTURE AND PAINT - COLOR TO BE SELECTED BY OWNER
B	WOOD	TONGUE AND GROVE WOOD PLANK - FINISH AS PER OWNER
C	CLOUD	ACOUSTIC CEILING CLOUD
D	GYP	ACOUSTIC GYPBOARD FUR DOWN
E	PLY	1/2" THICK ROUGH FACED CEDAR PLYWOOD WITH EXPOSED 2"x WOOD RAFTERS @ 24" O.C.
F	OPN	OPEN STRUCTURE



All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

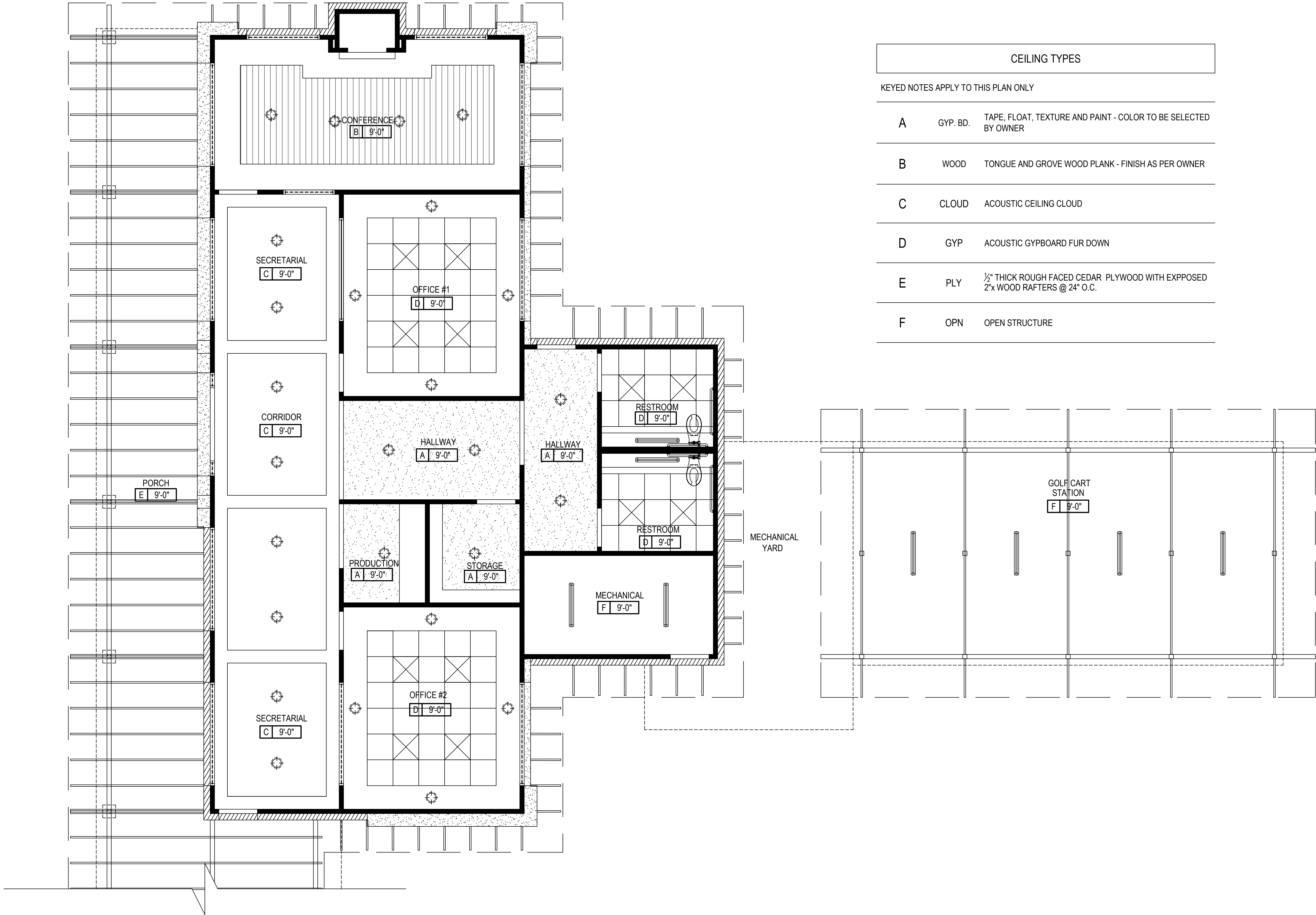
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE

REFLECTED
CEILING PLAN

A4.20



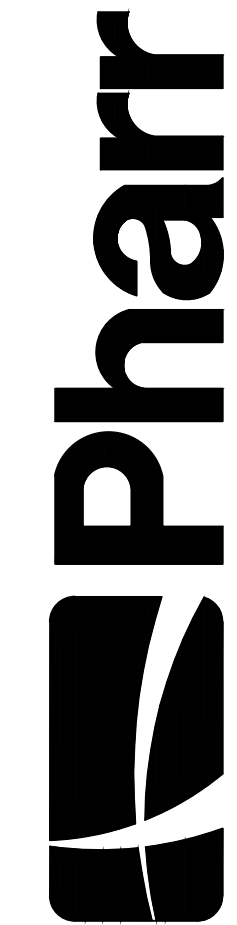
All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT



CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

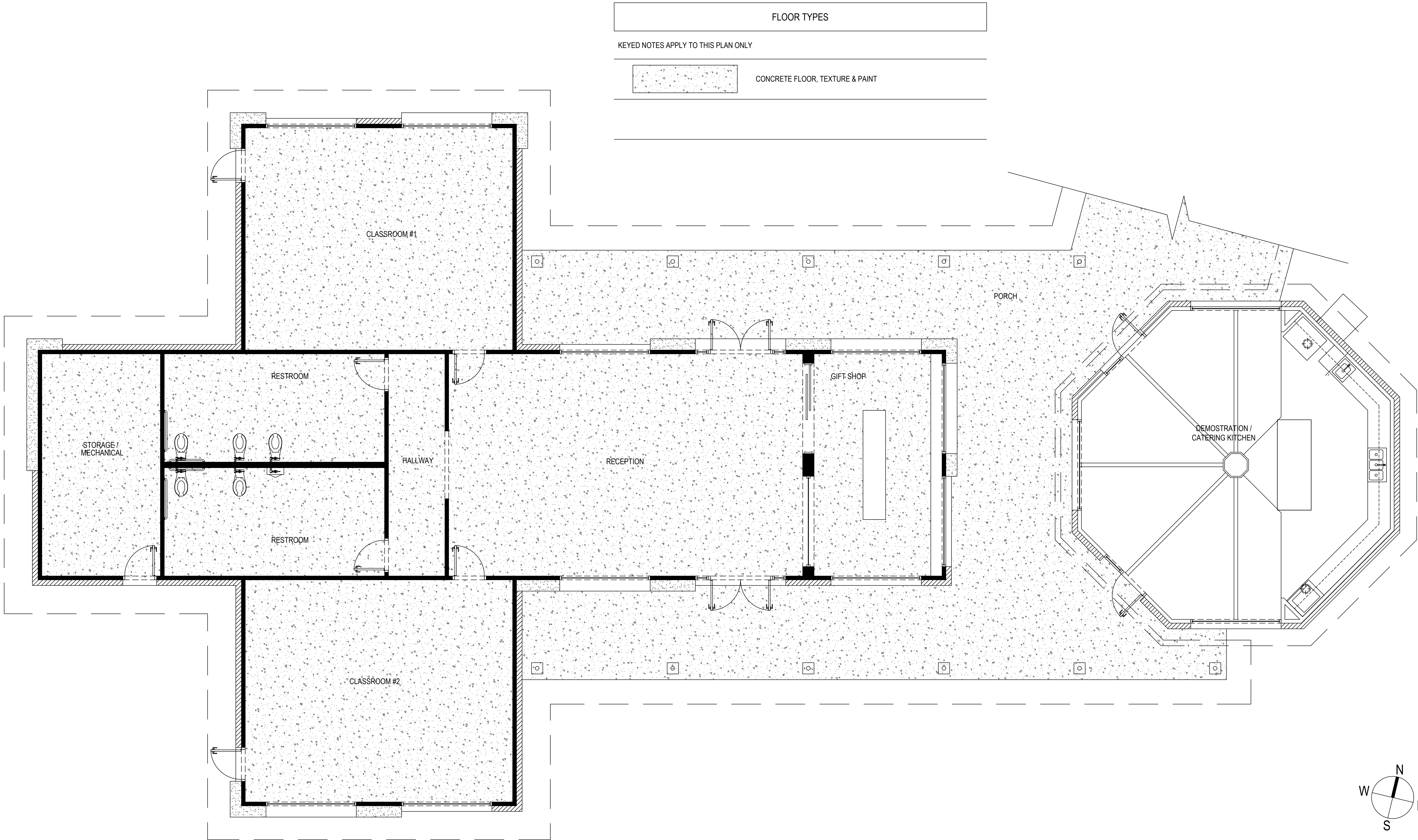
PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE

FLOOR
FINISHED PLAN
A5.10



All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr

CITY OF PHARR NATURE CENTER PROJECT, PHASE I

901 WEST MOORE ROAD, PHARR, TEXAS 78577

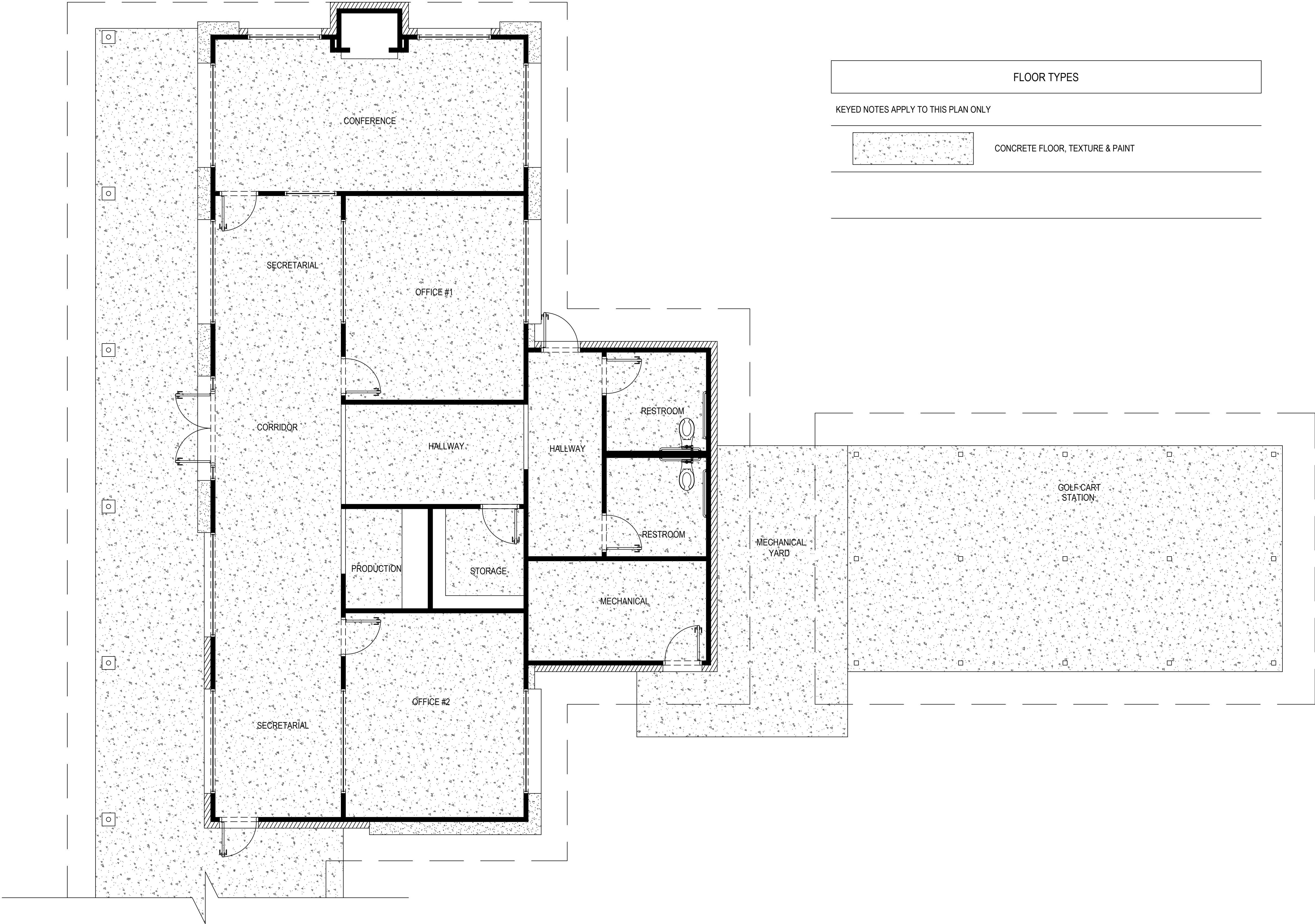
PROJECT NO

ISSUED FOR

ISSUE DATE

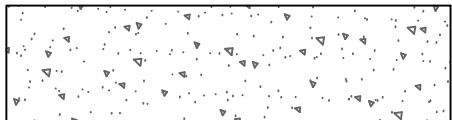
REVISION	DESCRIPTION	DATE

FLOOR
FINISHED PLAN
A5.20

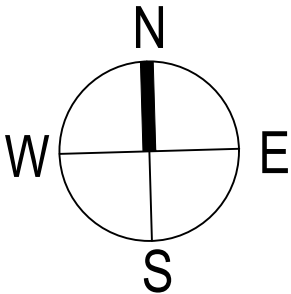


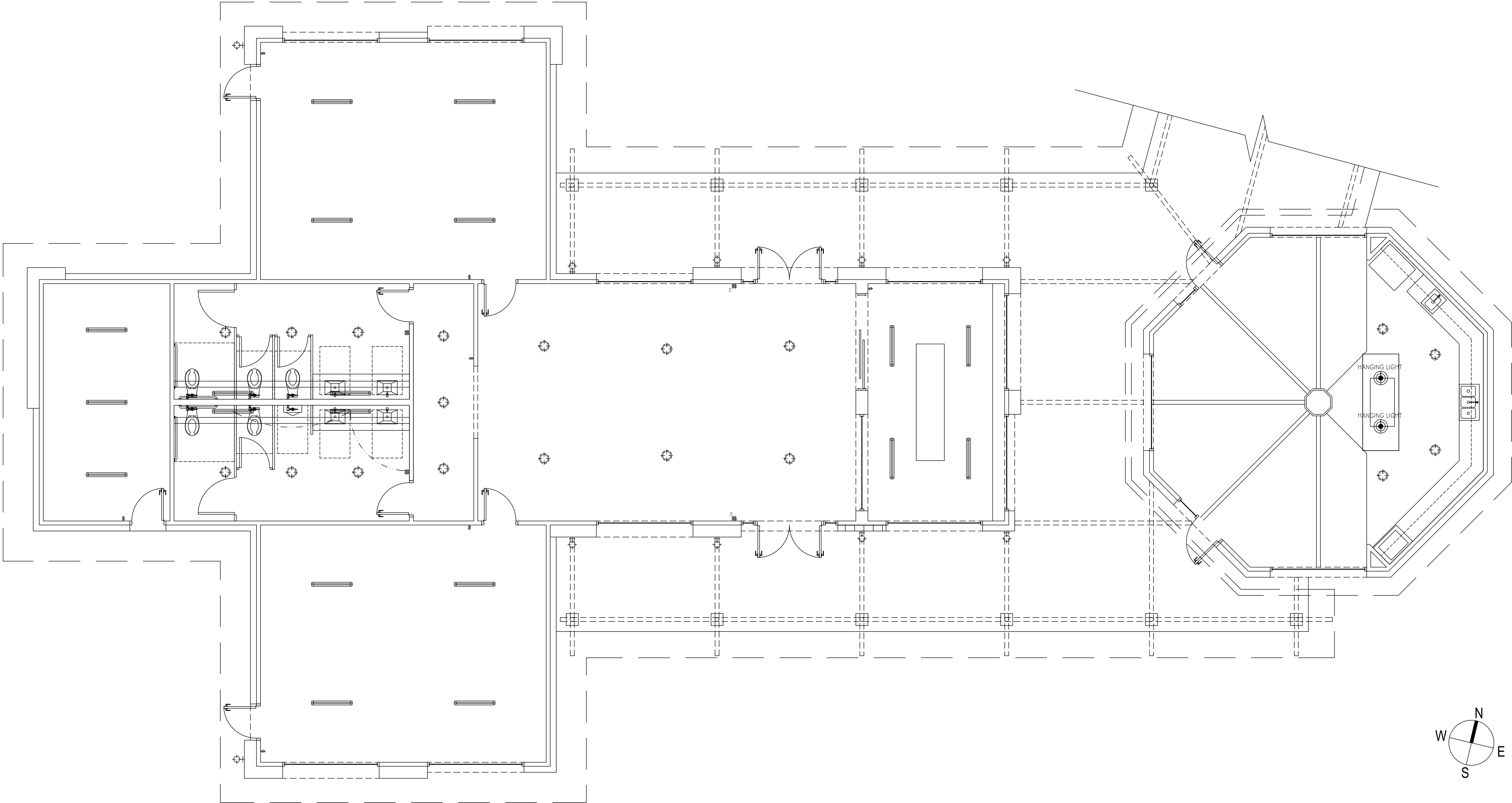
FLOOR TYPES

KEYED NOTES APPLY TO THIS PLAN ONLY

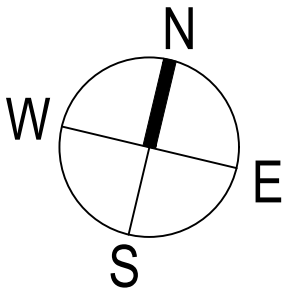


CONCRETE FLOOR, TEXTURE & PAINT





ELECTRICAL LEGEND	
KEY NOTES APPLY TO THIS SHEET ONLY	
-----	ELECTRICAL POWER LINE
⊙	RECESSED CAN LIGHT FIXTURE
⊙ W.P.	WATER PROOF RECESSED CAN LIGHT FIXTURE
⊕	WALL LIGHT SCONCE
⊕ W.W.	WALL WASHER LIGHT FIXTURE
⊙ PENDANT	LIGHT PENDANT FIXTURE
⊙ HANGING LIGHT	HANGING LIGHT (CHANDELIER)
—	LED LIGHT STRIP
▬	SURFACE MOUNTED LED LIGHT FIXTURE WITH LENS - 4' LENGTH
⊕	ELECTRICAL OUTLET (ALL NEW ELECTRICAL OUTLETS LOCATED AS PER CODE)
⊕ GFCI	SPECIAL ELECTRICAL OUTLET
⊕ SOFFIT OUTLET CEILING, SOFFIT	SPECIAL ELECTRICAL OUTLET (
⊕ A/C	SPECIAL ELECTRICAL OUTLET (FOR A/C)
\$	WALL SWITCH DEVICE
\$ ₃	WALL SWITCH DEVICE THREE-WAY
▨	ELECTRIC PANEL
□	GARAGE DOOR OPENER
⊕	CEILING FAN
▲ P.J.	PHONE JACK
■ T.V.	T.V. CABLE
● S.D.	SMOKE DETECTOR
□ VT/ATR.	VENT / HEATER
⊗	FLOOR ELECTRICAL OUTLET
⊕ FLOOD LIGHTS	FLOOD LIGHTS
⊕ 220V	WATER HEATER
⊕ H.B.	WATER HOSE BIB
□	A / C DISCONNECT



All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

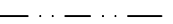
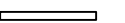
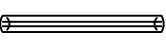
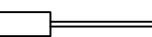
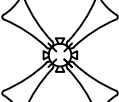
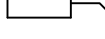
Pharr

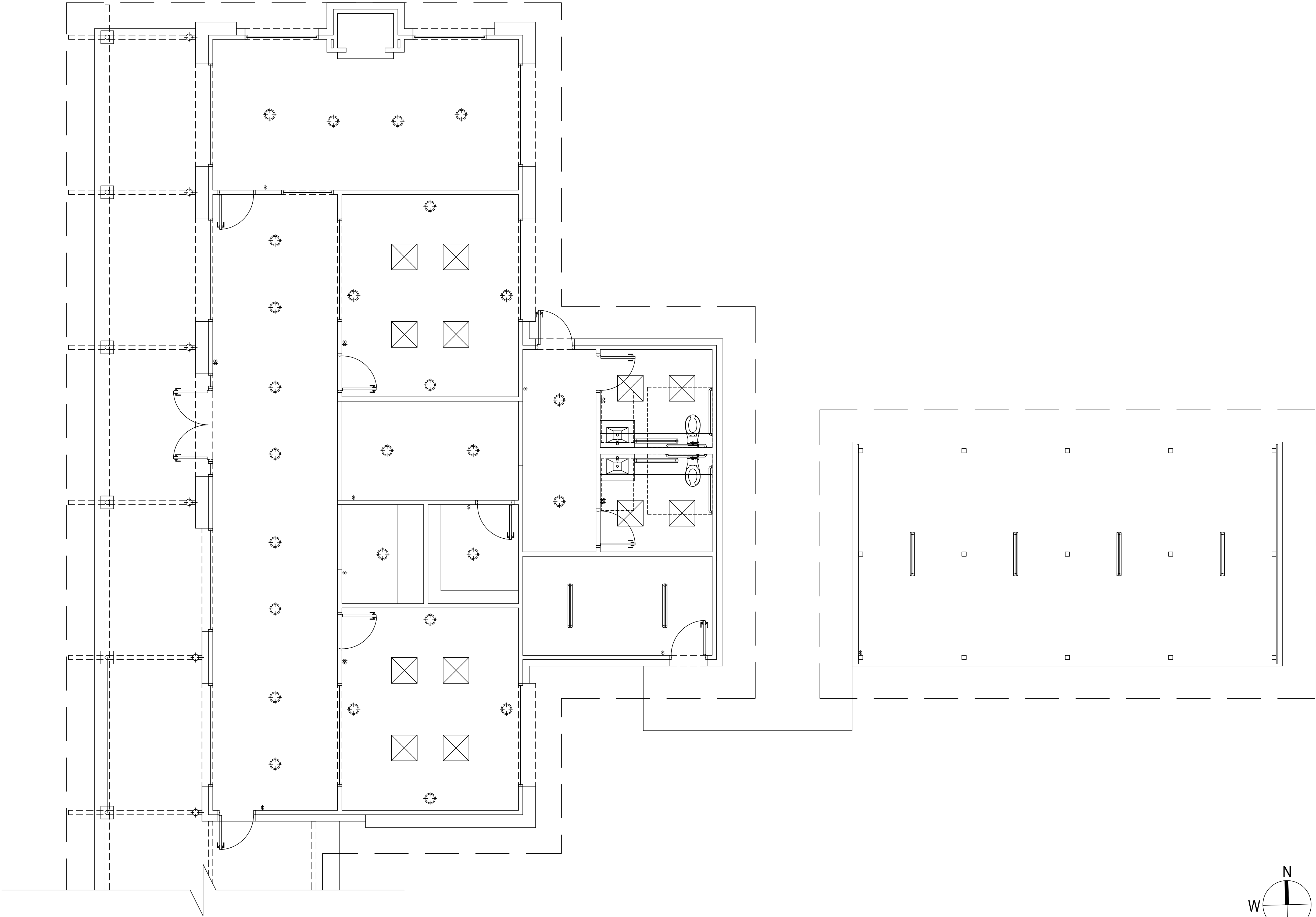
CITY OF PHARR NATURE CENTER PROJECT, PHASE I

901 WEST MOORE ROAD, PHARR, TEXAS 78577

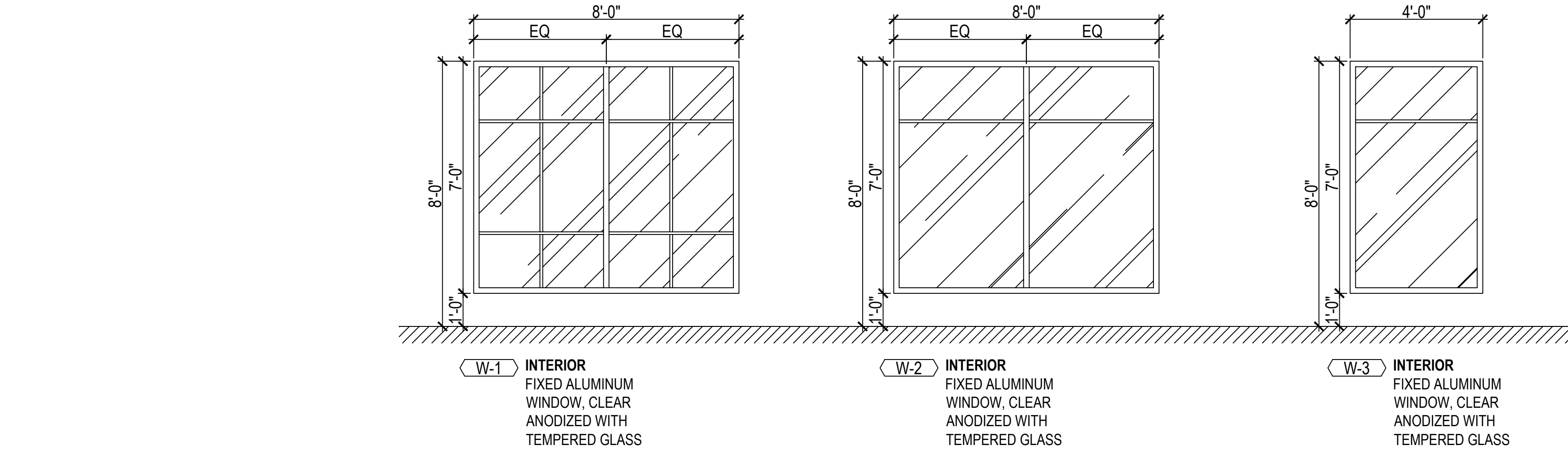
PROJECT NO		
ISSUED FOR		
ISSUE DATE		
REVISION	DESCRIPTION	DATE
.	.	.
.	.	.

FLOOR
FINISHED PLAN
A6.20

ELECTRICAL LEGEND	
KEY NOTES APPLY TO THIS SHEET ONLY	
	ELECTRICAL POWER LINE
	RECESSED CAN LIGHT FIXTURE
	WATER PROOF RECESSED CAN LIGHT FIXTURE
	WALL LIGHT SCONCE
	WALL WASHER LIGHT FIXTURE
	LIGHT PENDANT FIXTURE
	HANGING LIGHT (CHANDELIER)
	LED LIGHT STRIP
	SURFACE MOUNTED LED LIGHT FIXTURE WITH LENS - 4' LENGTH
	ELECTRICAL OUTLET (ALL NEW ELECTRICAL OUTLETS LOCATED AS PER CODE)
	SPECIAL ELECTRICAL OUTLET
	SPECIAL ELECTRICAL OUTLET (CEILING, SOFFIT)
	SPECIAL ELECTRICAL OUTLET (FOR A/C)
	WALL SWITCH DEVICE
	WALL SWITCH DEVICE THREE-WAY
	ELECTRIC PANEL
	GARAGE DOOR OPENER
	CEILING FAN
	PHONE JACK
	T.V. CABLE
	SMOKE DETECTOR
	VENT / HEATER
	FLOOR ELECTRICAL OUTLET
	FLOOD LIGHTS
	WATER HEATER
	WATER HOSE BIB
	A / C DISCONNECT

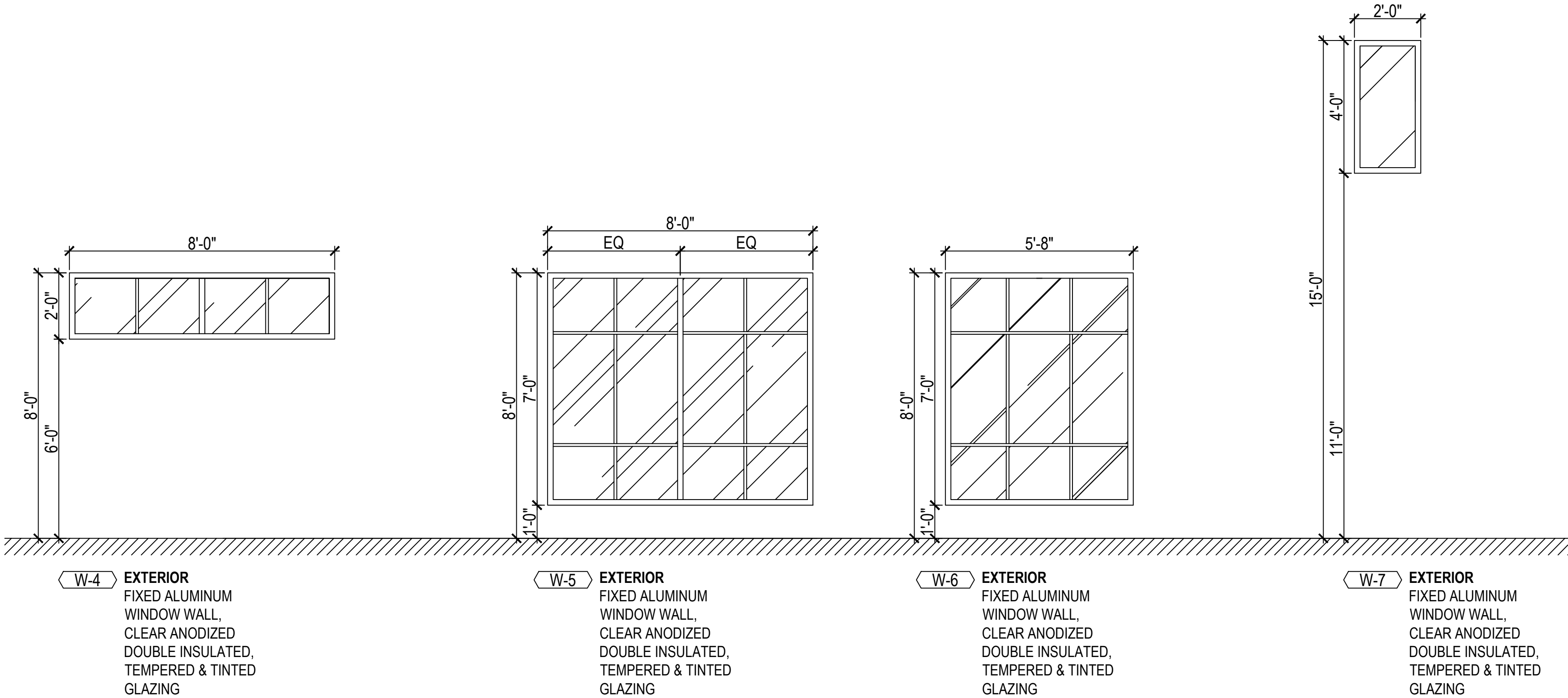


DOOR SCHEDULE														HDWR SET	ROOM NO
ROOM	ROOM NAME	DOOR						FRAME							
		TYPE	LEAF	WIDTH	HEIGHT	MATERIAL	FINISH	TYPE	WIDTH	HEIGHT	MATERIAL	FINISH			
101	STORAGE / MECHANICAL	E-3	SINGLE	3'-0"	8'-0"	SOLID CORE WOOD	STAIN + SEAL	3	3'-4"	8'-2"	ALUM	CLEAR ANOD	PER ALLOWANCE REFER TO SPECIFICATIONS	101	
102	CLASSROOM #1	I-5	SINGLE	3'-0"	8'-0"	SOLID CORE WOOD	STAIN + SEAL	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		102	
103	RESTROOM	I-6	SINGLE	3'-0"	6'-0"	GLASS	TEMPERED	-	-	-	-	-		103	
104	RESTROOM	I-6	SINGLE	3'-0"	8'-0"	WOOD LOUVERED	STAIN + SEAL	-	-	-	-	-		104	
105	HALLWAY	-	-	-	-	-	-	-	-	-	-	-		105	
106	MECHANICAL YARD	-	-	-	-	-	-	-	-	-	-	-		106	
107	CLASSROOM #2	I-5	SINGLE	3'-0"	8'-0"	SOLID CORE WOOD	STAIN + SEAL	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		107	
108	RECEPTION	E-1	DOUBLE W/ SIDE GLASS	3'-0"	8'-0"	SOLID CORE WOOD / TEMP GLASS	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		108	
109	PORCH	-	-	-	-	-	-	-	-	-	-	-		109	
110	GIFT SHOP	I-4	DOUBLE SLIDING	8'-0"	8'-0"	SOLID CORE WOOD/TEMP GLASS	STAIN + SEAL	1	8'-4"	8'-2"	ALUM	CLEAR ANOD		110	
111	DEMONSTRATION / CATERING KITCHEN	E-2	SINGLE W/ SIDE GLASS	5'-0"	8'-0"	ALUMINUM	PRIME + PAINT	2	5'-4"	8'-2"	ALUM	CLEAR ANOD		111	
112	SECRETARIAL	E-3	SINGLE	3'-0"	8'-0"	ALUMINUM	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		112	
113	OFFICE #2	I-5	SINGLE	3'-0"	8'-0"	ALUMINUM	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		113	
114	PRODUCTION	-	-	-	-	-	-	-	-	-	-	-		114	
115	STORAGE	I-7	SINGLE	3'-0"	8'-0"	ALUMINUM	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		115	
116	MECHANICAL	E-3	SINGLE	3'-0"	8'-0"	METAL / INSUL	PRIME + PAINT	4	3'-4"	8'-2"	ALUM	CLEAR ANOD		116	
117	MECHANICAL YARD	-	-	-	-	-	-	-	-	-	-	-		117	
118	GOLF CART STATION	-	-	-	-	-	-	-	-	-	-	-		118	
119	RESTROOM	I-6	SINGLE	3'-0"	8'-0"	SOLID CORE WOOD	STAIN + SEAL	-	-	-	-	-		119	
120	RESTROOM	I-6	SINGLE	3'-0"	8'-0"	SOLID CORE WOOD	STAIN + SEAL	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		120	
121	HALLWAY	-	-	-	-	-	-	-	-	-	-	-		121	
122	HALLWAY	-	-	-	-	-	-	-	-	-	-	-		122	
123	CORRIDOR	E-1	DOUBLE W/ SIDE GLASS	3'-0"	8'-0"	SOLID CORE WOOD / TEMP GLASS	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		123	
124	OFFICE #1	I-5	SINGLE	3'-0"	8'-0"	ALUMINUM	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		124	
125	SECRETARIAL	-	-	-	-	-	-	-	-	-	-	-		125	
126	CONFERENCE	I-5	SINGLE	3'-0"	8'-0"	ALUMINUM	PRIME + PAINT	3	3'-4"	8'-2"	ALUM	CLEAR ANOD		126	



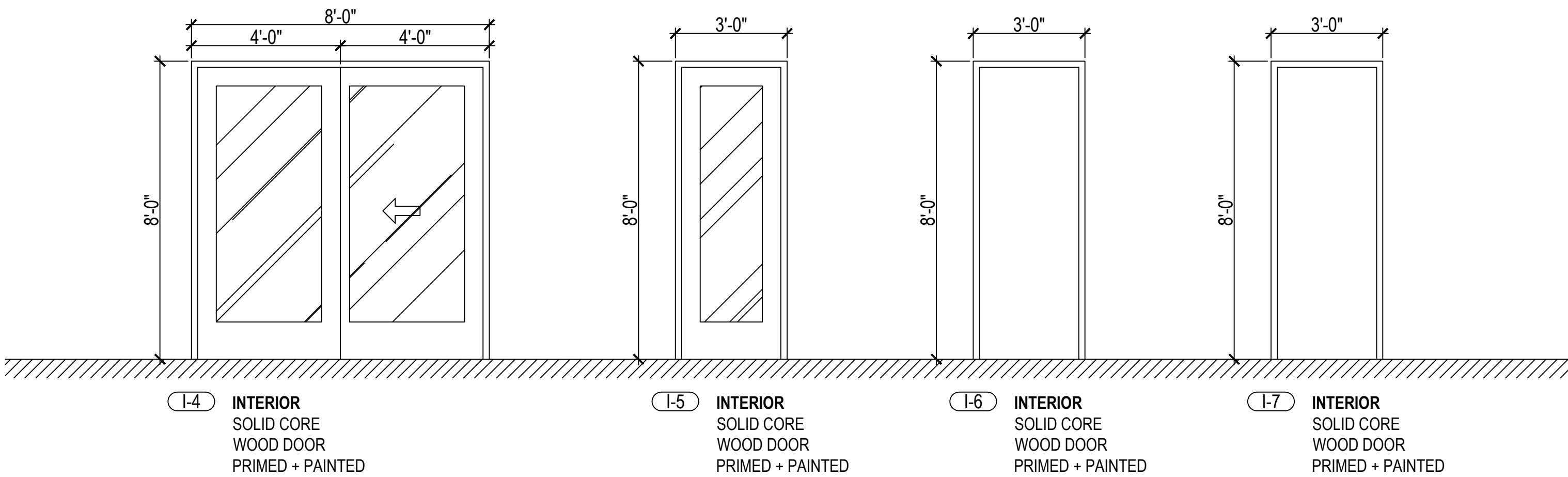
WINDOW FRAME TYPES
SCALE 3/8" = 1'-0"

04



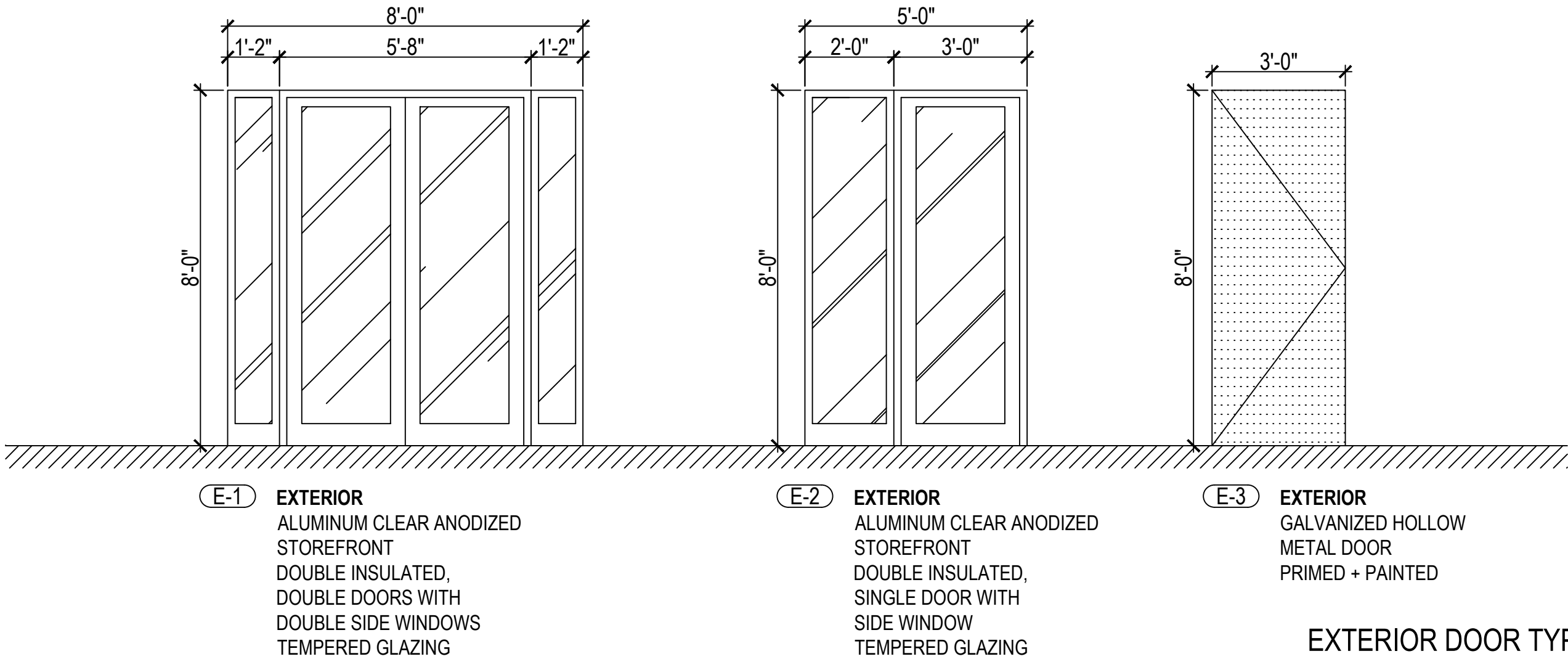
WINDOW FRAME TYPES
SCALE 3/8" = 1'-0"

02



DOOR TYPES
SCALE 3/8" = 1'-0"

13



EXTERIOR DOOR TYPES
SCALE 3/8" = 1'-0"

01

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

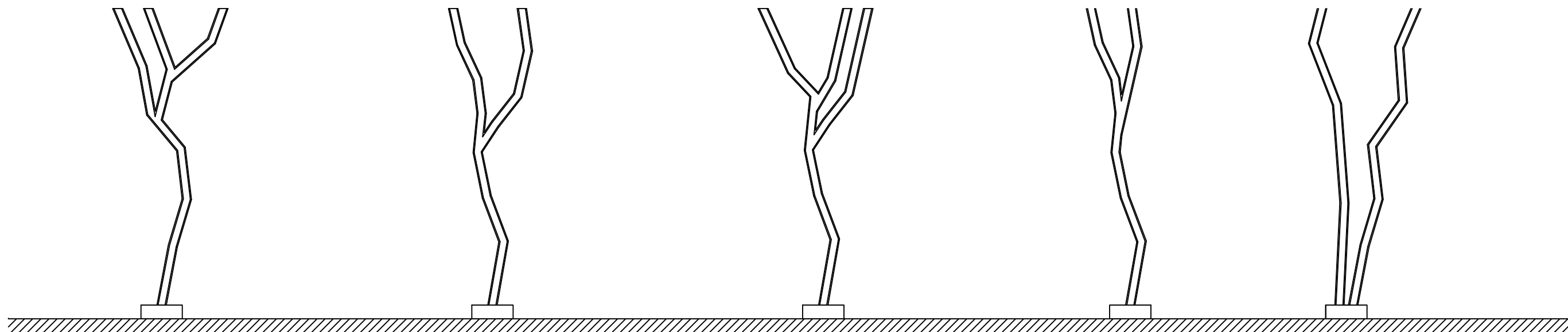
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

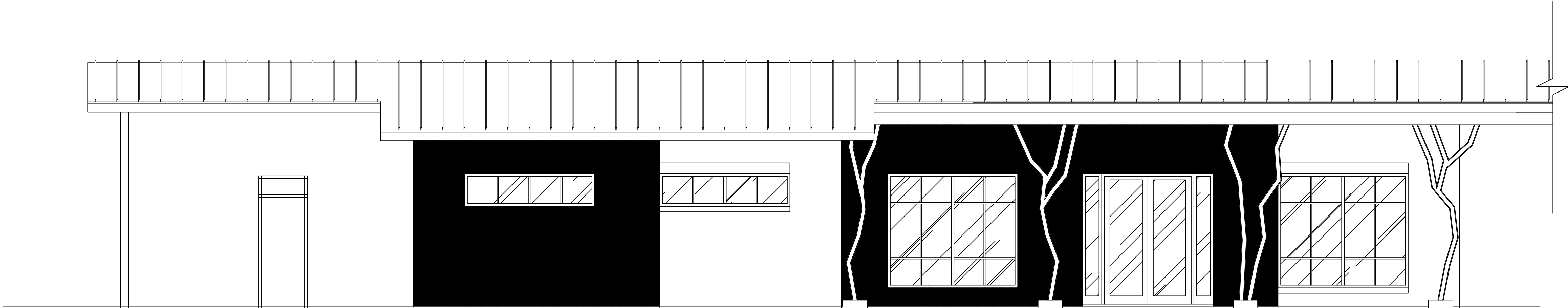
EXTERIOR
ELEVATIONS

A8.10



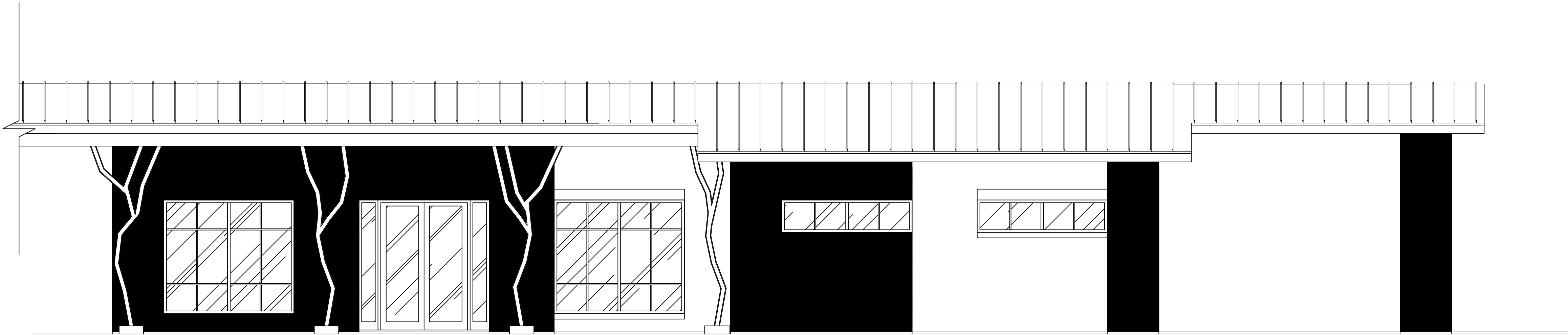
STEEL COLUMN TYPES
SCALE 1/4" = 1'-0"

03



BACK ELEVATION - BUILDING 1
SCALE 1/4" = 1'-0"

02



FRONT ELEVATION - BUILDING 1
SCALE 1/4" = 1'-0"

01

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

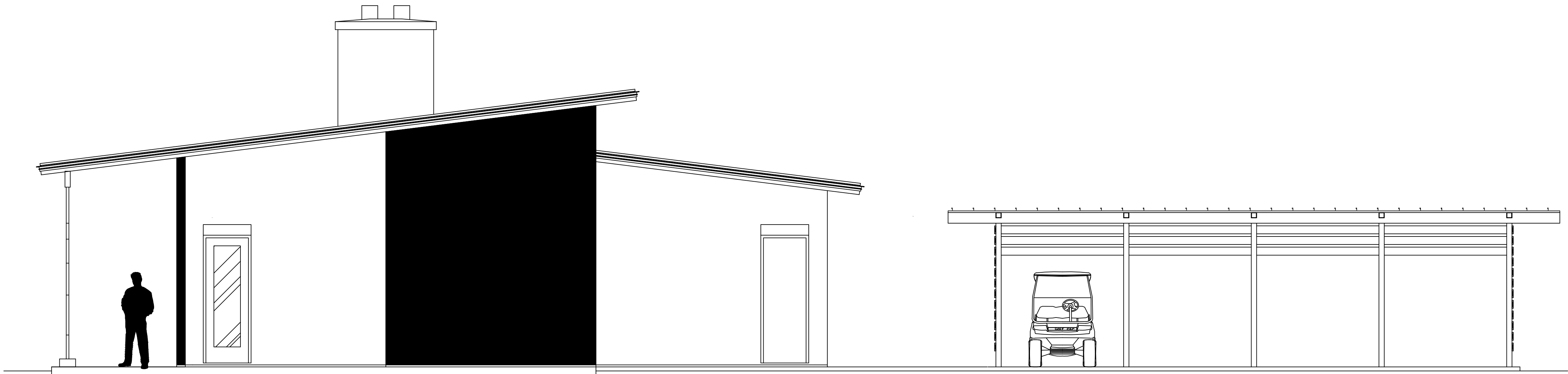
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

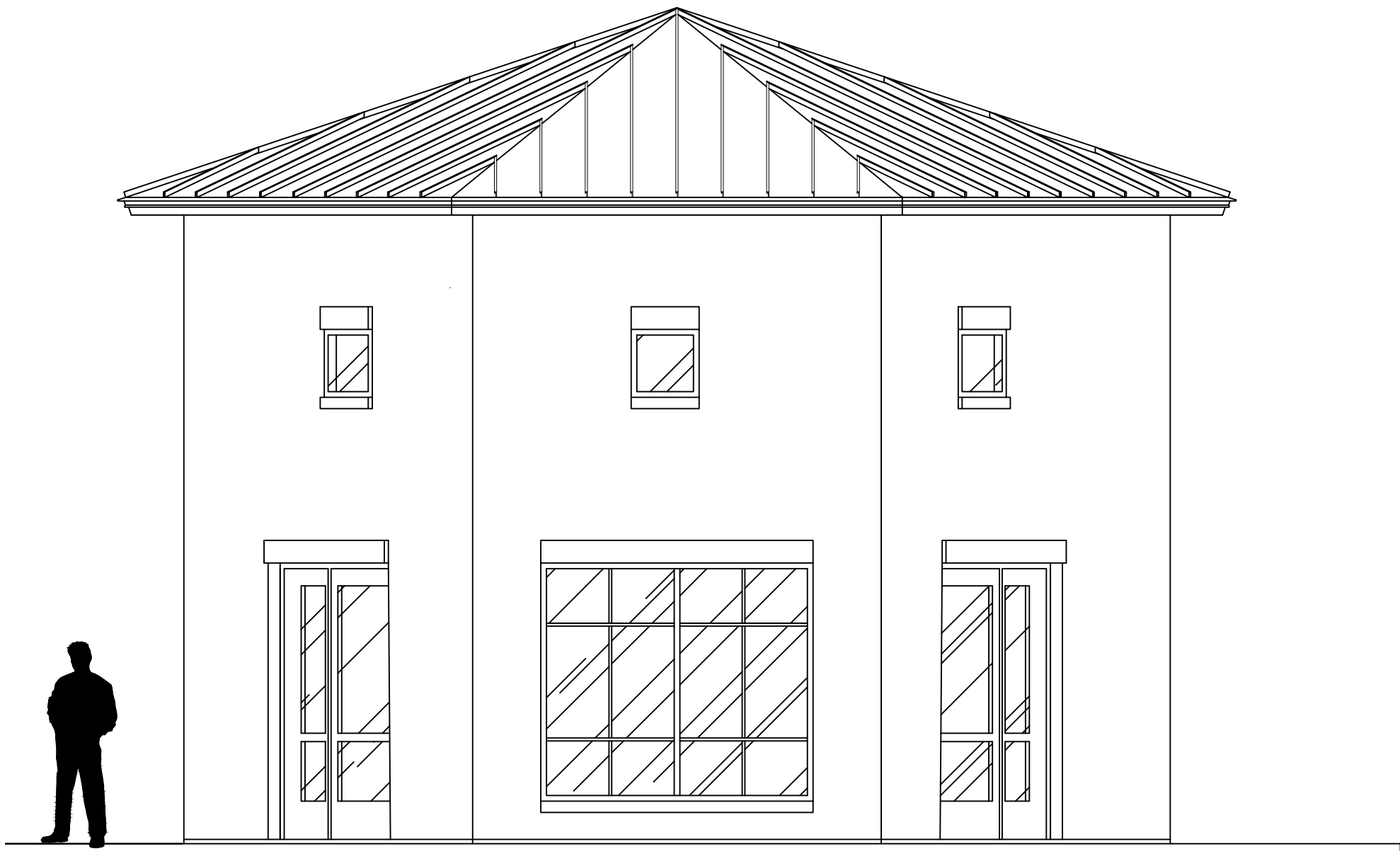
EXTERIOR
ELEVATIONS

A8.20



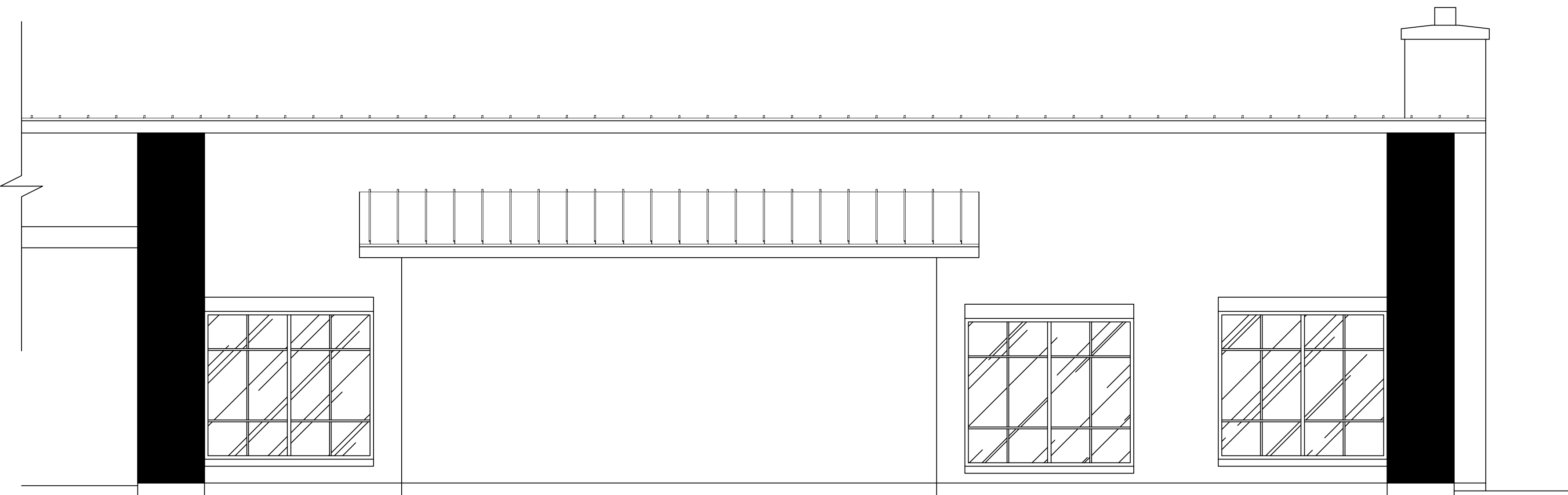
SIDE ELEVATION - BUILDING 3
SCALE 1/4" = 1'-0"

03



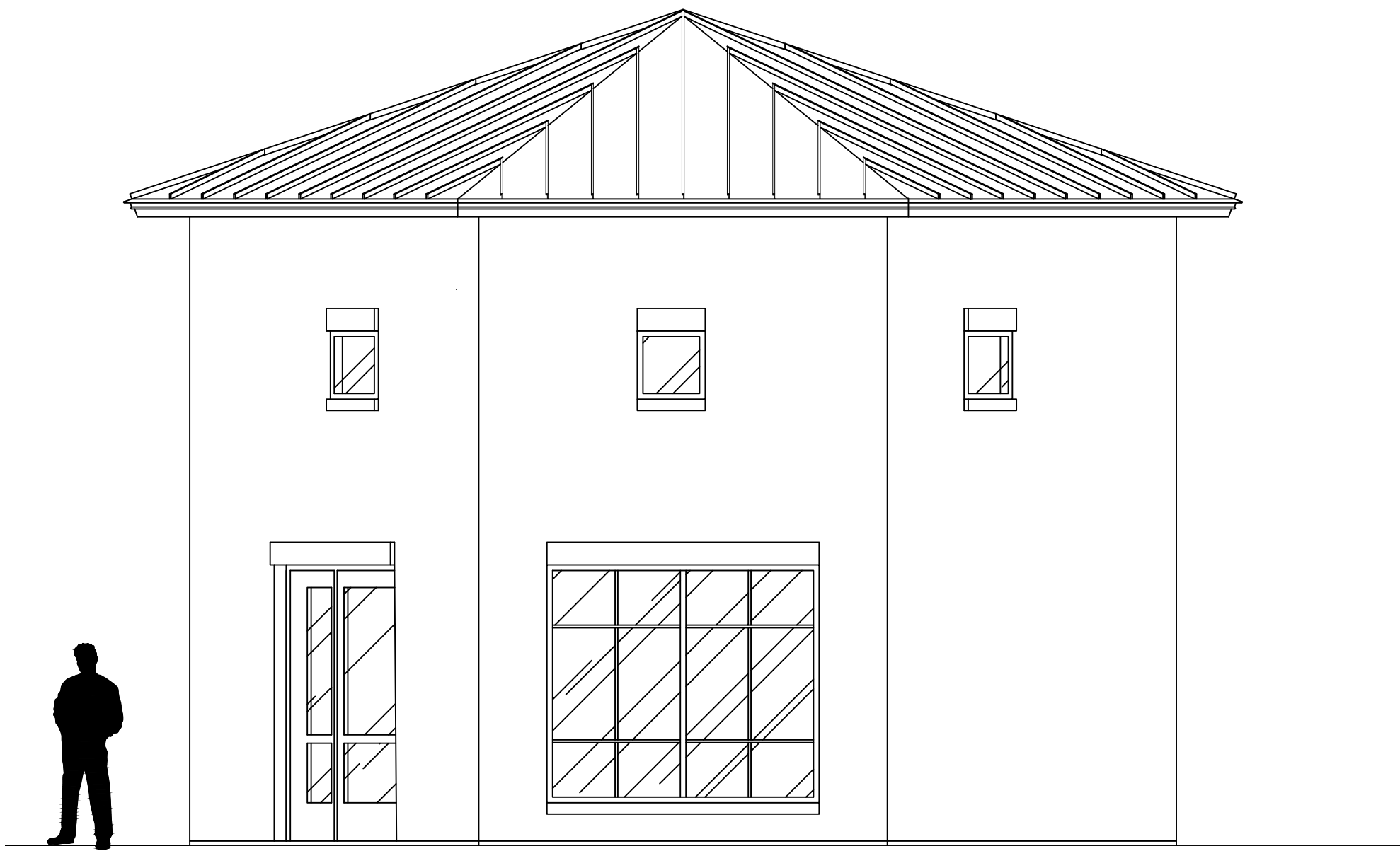
BACK ELEVATION - BUILDING 2
SCALE 1/4" = 1'-0"

14



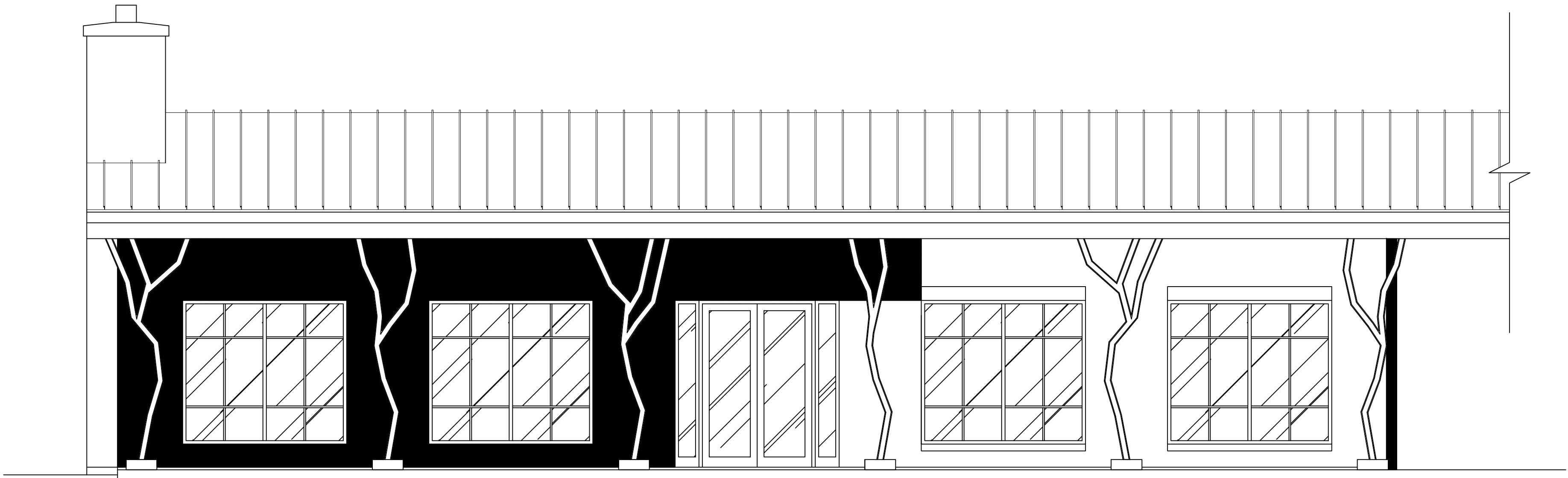
BACK ELEVATION - BUILDING 3
SCALE 1/4" = 1'-0"

02



FRONT ELEVATION - BUILDING 2
SCALE 1/4" = 1'-0"

13



FRONT ELEVATION - BUILDING 3
SCALE 1/4" = 1'-0"

01

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

2"x EXPOSED WOOD
RAFTER
(PRIME + PAINT)

TWO (2) 2"x10"s WITH
METAL FLITCH PLATE
(PRIME + PAINT)

STEEL COLUMN
(TREE SHAPE)
(PRIME + PAINT)
WALL MOUNTED
LIGHT FIXTURE

ENLARGED SECTION THRU - BUILDING 1
SCALE 1" = 1'-0"

02

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

SECTIONS AND
INTERIOR ELEVATIONS

A9.10

01

SECTION THRU - BUILDING 1
SCALE 1/2" = 1'-0"

02
A9.10

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT



PROJECT NO

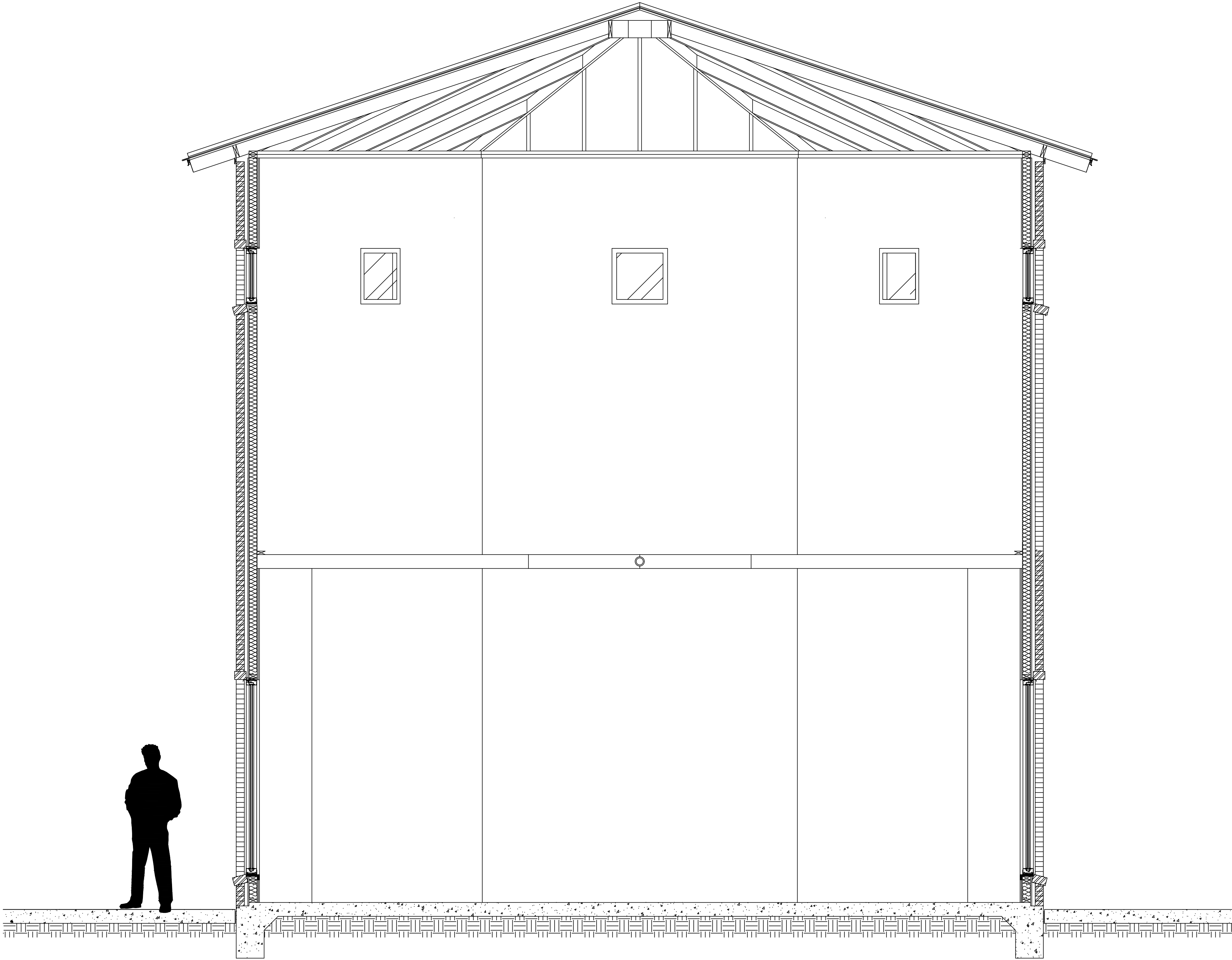
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

SECTIONS AND
INTERIOR ELEVATIONS

A9.20



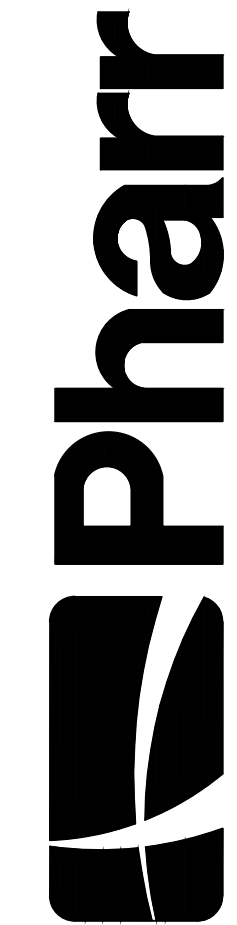
All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT



CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

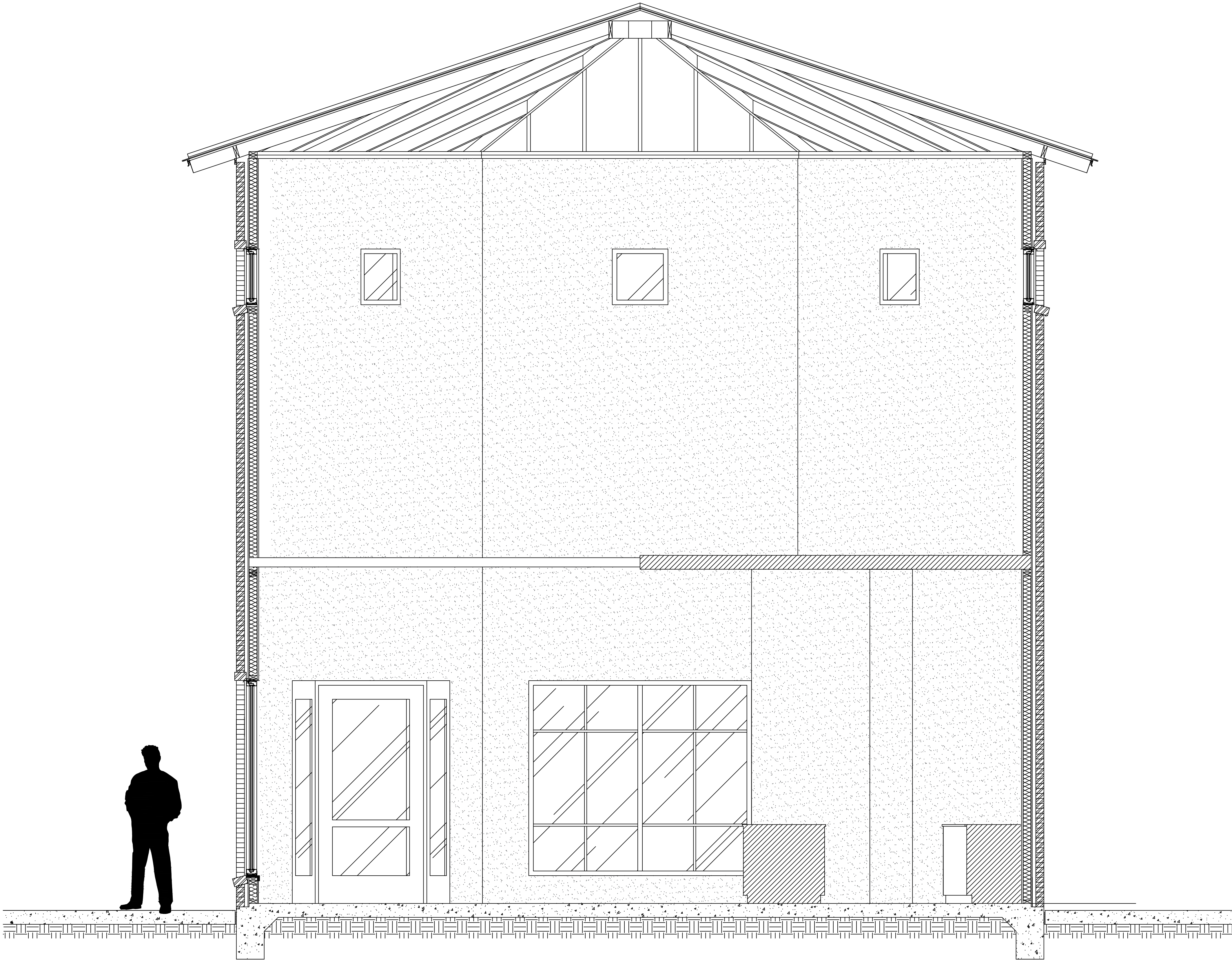
ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-

SECTIONS AND
INTERIOR ELEVATIONS

A9.30

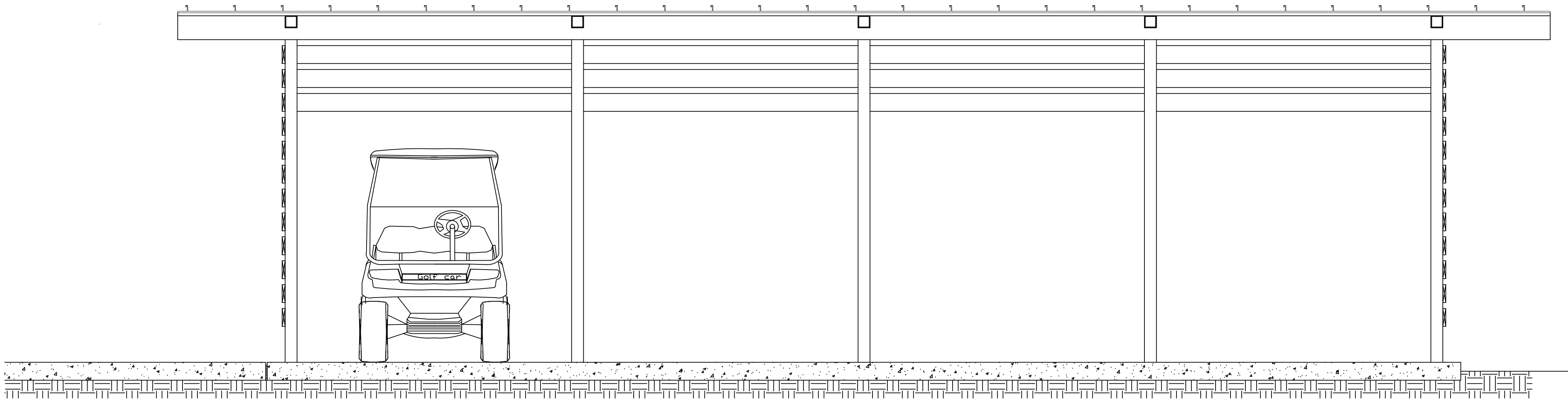


All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

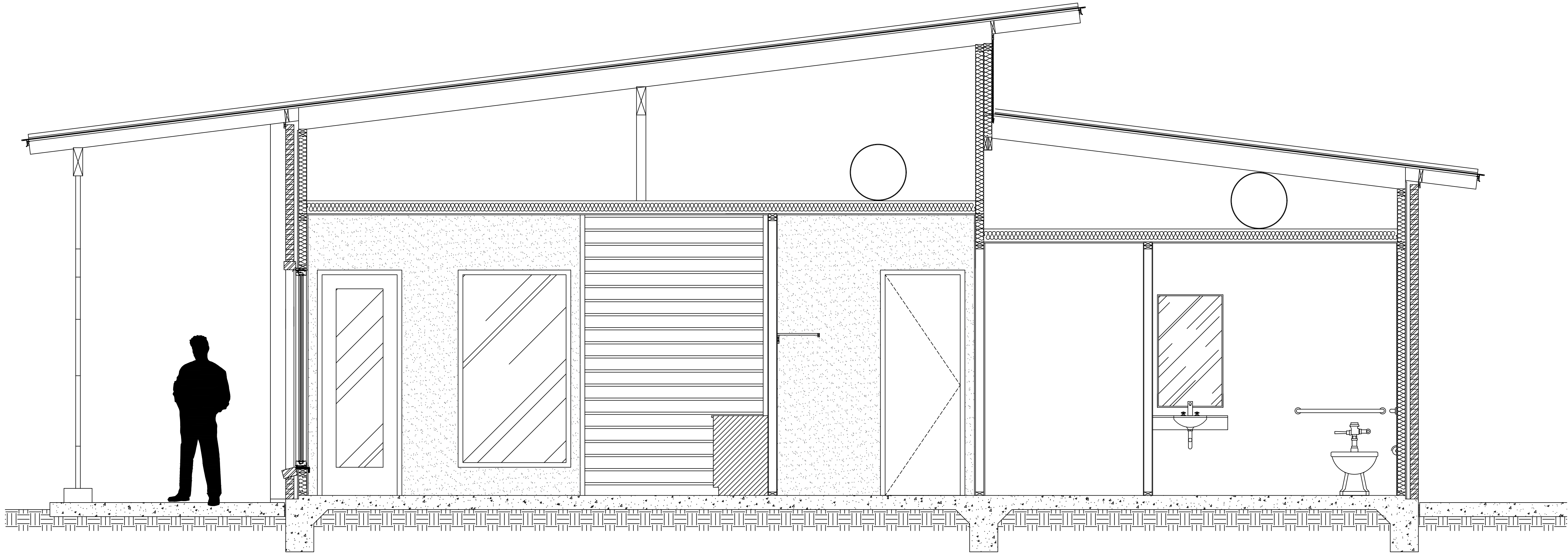
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION



GOLF CART STATION SECTION THRU

SCALE 1/2" = 1'-0"

02



SECTION THRU - BUILDING 3

SCALE 1/2" = 1'-0"

01

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE

SECTIONS AND
INTERIOR ELEVATIONS

A9.40

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

3D RENDER

R1.10



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

3D RENDER

R1.20



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
1		
2		
3		

3D RENDER

R1.30



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

3D RENDER

R1.40



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

3D RENDER

R1.50



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

3D RENDER

R1.60



ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT

Pharr
CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO.

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

3D RENDER

R1.70

ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS





ARTISTIC RENDERING REFER TO
CONSTRUCTION DRAWINGS FOR ACTUAL CONDITIONS

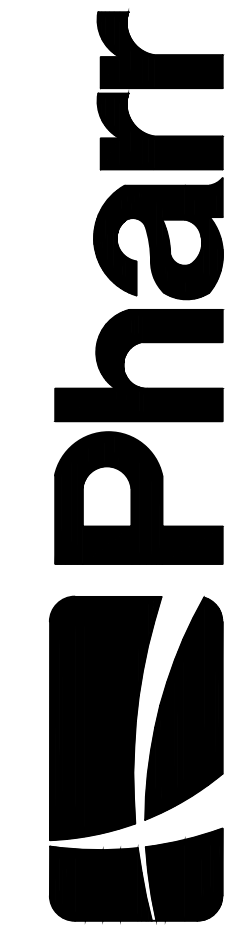
All plans, designs, design concepts and images found on these drawings and specifications are and shall remain the intellectual property of the architect. These documents and specifications are protected by United States and International Copyright Law and may not be reproduced, reused, altered in any way, redistributed or used to develop derivative work, in whole or in part, without the expressed written consent and/or approval and with appropriate compensation to The Architect.

All rights reserved.

PRELIMINARY
DRAWINGS

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

PROJECT



CITY OF PHARR NATURE CENTER PROJECT, PHASE I
901 WEST MOORE ROAD, PHARR, TEXAS 78577

PROJECT NO

ISSUED FOR

ISSUE DATE

REVISION	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-

3D RENDER

R1.80



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt, Inc., representing Pharr Housing Development Corporation, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 4.435 acres, more or less, out of Lot 165, and all of Lot 2, Pharr Housing Authority Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 104 West Polk Avenue. COZ#250406 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Melden & Hunt, Inc., representing Pharr Housing Development Corporation, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct 196 apartment units.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The proposed rezoning aligns well with the surrounding development trends and land use patterns in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) at the meeting on May 12, 2025. There were eight members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/13/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 4.435 acres, more or less, out of Lot 165, and all of Lot 2, Pharr Housing Authority Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 104 West Polk Avenue. COZ#250406

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing Pharr Housing Development Corporation, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct 196 apartment units.

The subject site is located on the north side of West Polk Avenue, approximately 233 ft. west of North Cage Boulevard and has a physical address of 104 West Polk Avenue. The property is legally described as being 4.435 acres, more or less, out of Lot 165, and all of Lot 2, Pharr Housing Authority Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Polk Avenue, an 80-ft major collector street which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan. The property also fronts the Frontage Road with a posted speed limit of 45 miles per hour.

The property, a portion of the property to the south, was rezoned from Medium Density Multi-Family Residential District (R3) to General Business District (C) on January 7, 2003. The remaining portion to the south was zoned General Business District (C), when the city was annexed in 1982. The property to the east was zoned General Business District (C), when the city was annexed in 1982. A portion of the property to the west was zoned General Business District (C), and a portion was zoned Residential Single-Family District (R-1) when the city was annexed in 1982. Interstate Highway 2 lies to the north. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be properly buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Seventeen (17) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on April 25, 2025, and a legal notice was published in the

Advance News Journal on April 23, 2025. Staff received no response to the letters or the legal notice.

Development Services recommends **approval** of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The proposed rezoning aligns well with the surrounding development trends and land use patterns in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) at the meeting on May 12, 2025. There were eight members present and voting.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc.,
Pharr Housing Development Corporation, owner

representing

General Business District (C)

APPLICANT

CURRENT ZONE

Residential Multi-Family High Density District
(R-MFHD)

104 West Polk Avenue

ADDRESS

PROPOSED ZONE

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?	X	
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

Approval

Development Services recommends approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The proposed rezoning aligns well with the surrounding development trends and land use patterns in the general area. If approved, the owner must comply with all City Ordinances and City Department requirements.

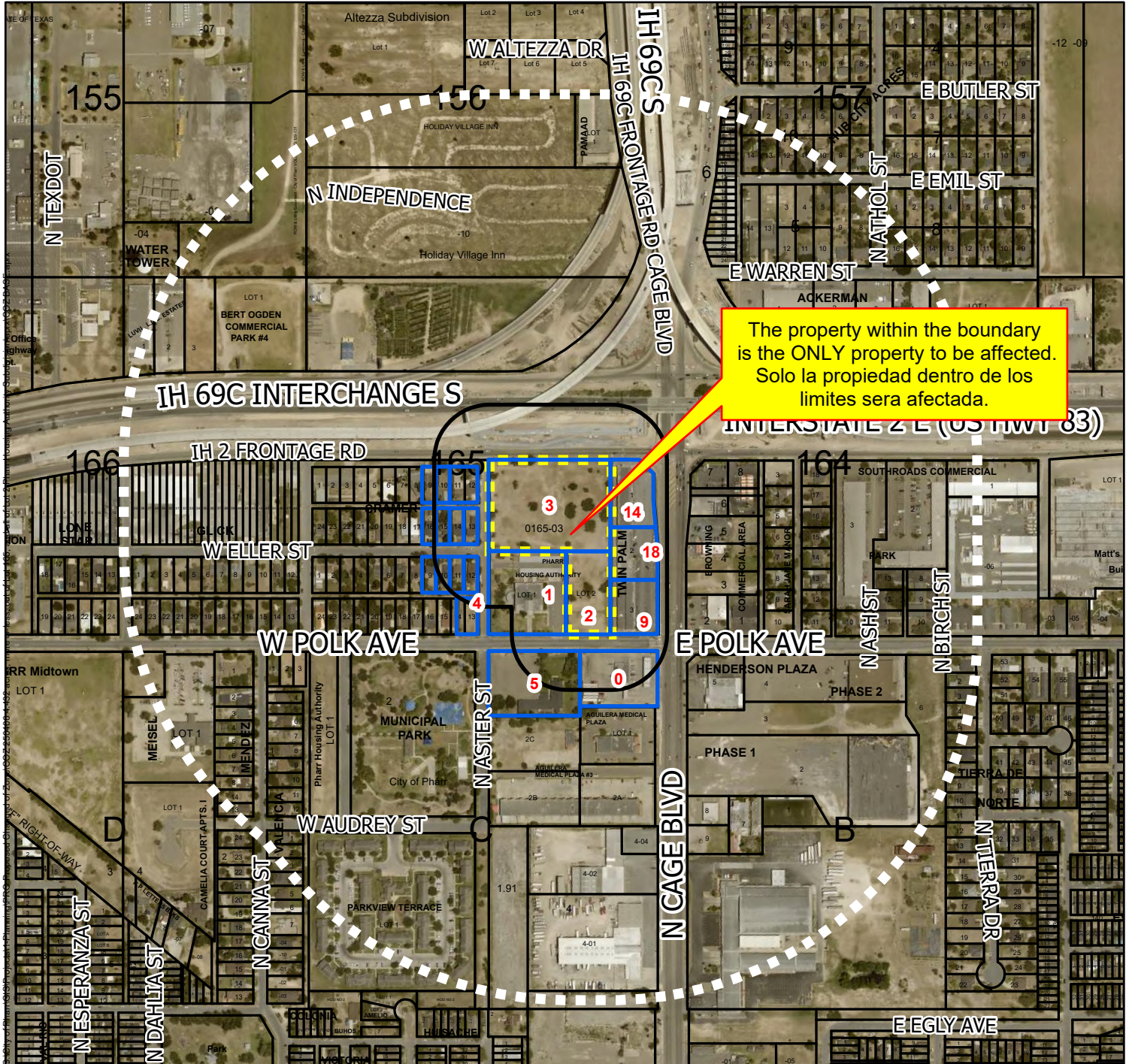
Laura Fonseca, Planner II

PREPARED BY

April 29, 2025

DATE

AERIAL



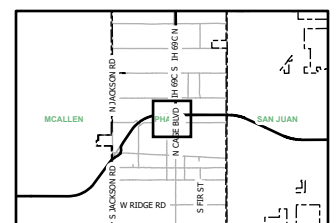
QUARTER MILE RADIUS

200FT_BUFFER

SUBJECT PROPERTY

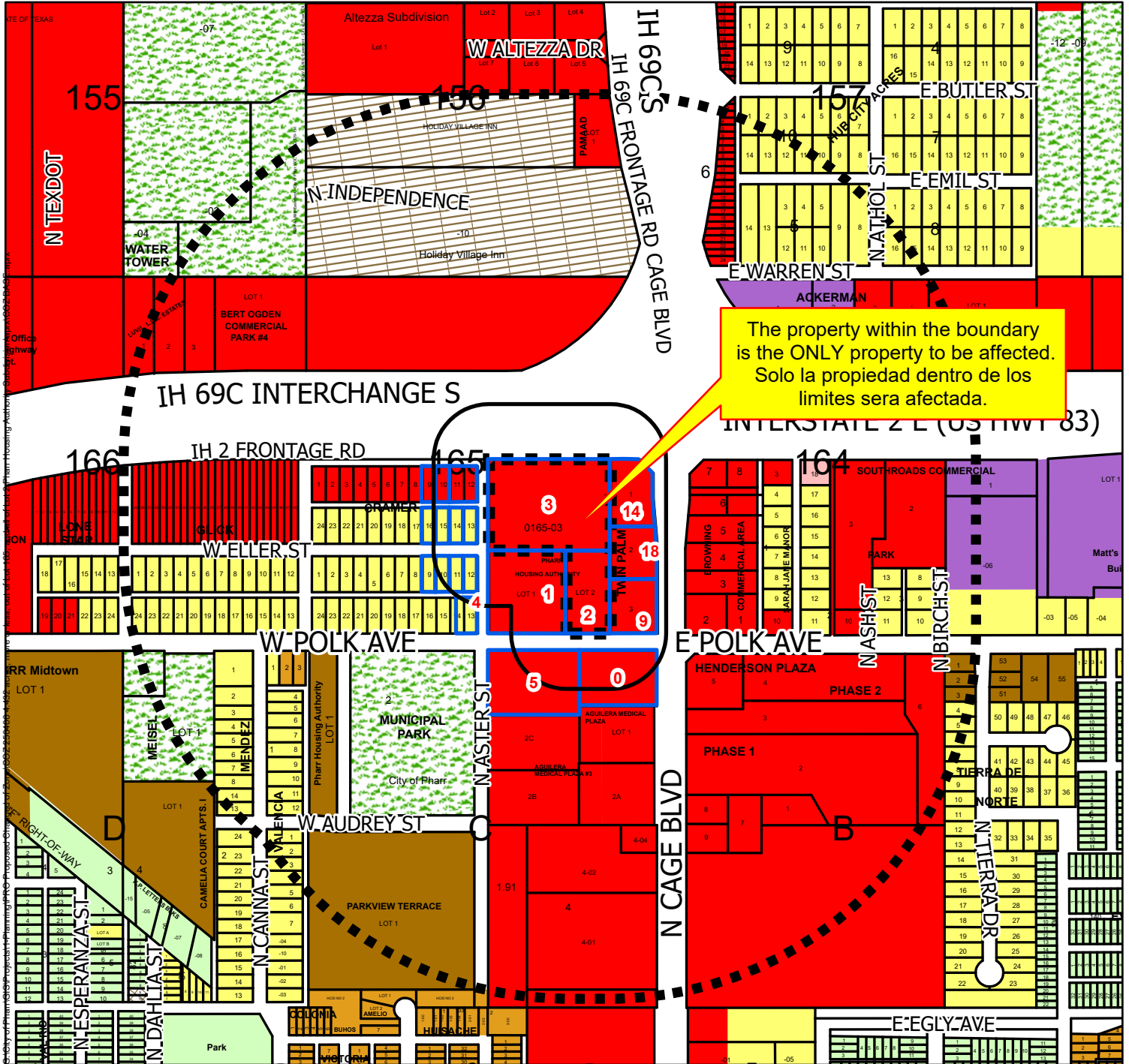
NOTIFIED PROPERTIES

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





ZONING

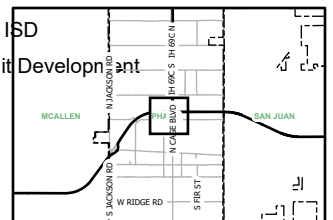


- QUARTER MILE RADIUS
- 200FT_BUFFER
- SUBJECT PROPERTY
- NOTIFIED PROPERTIES
- Zoning**
- ZONE**
- Agricultural Open Space

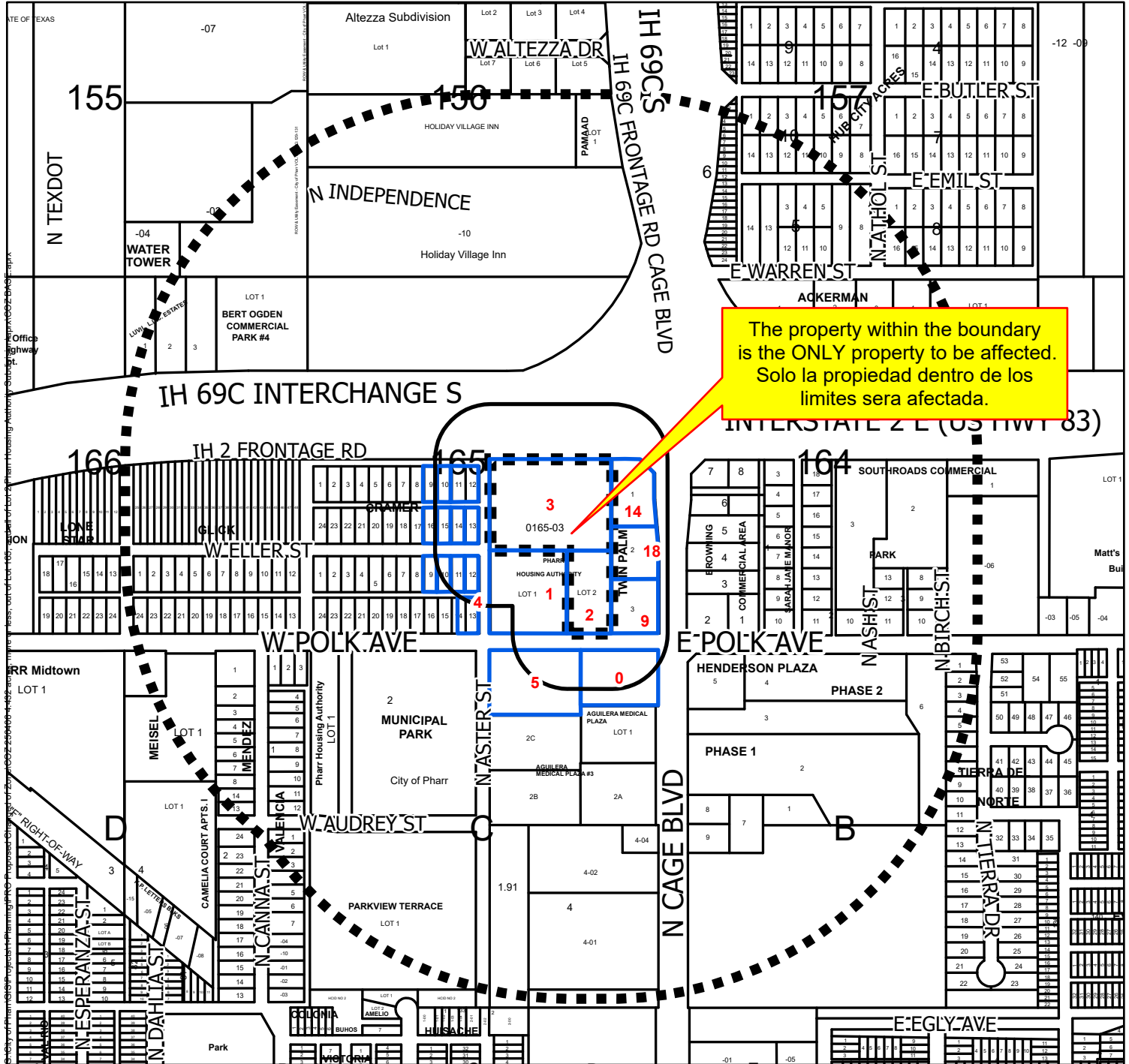
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code

- 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

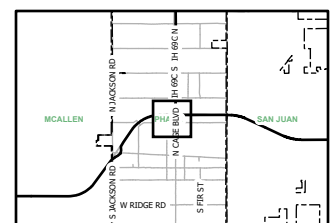
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



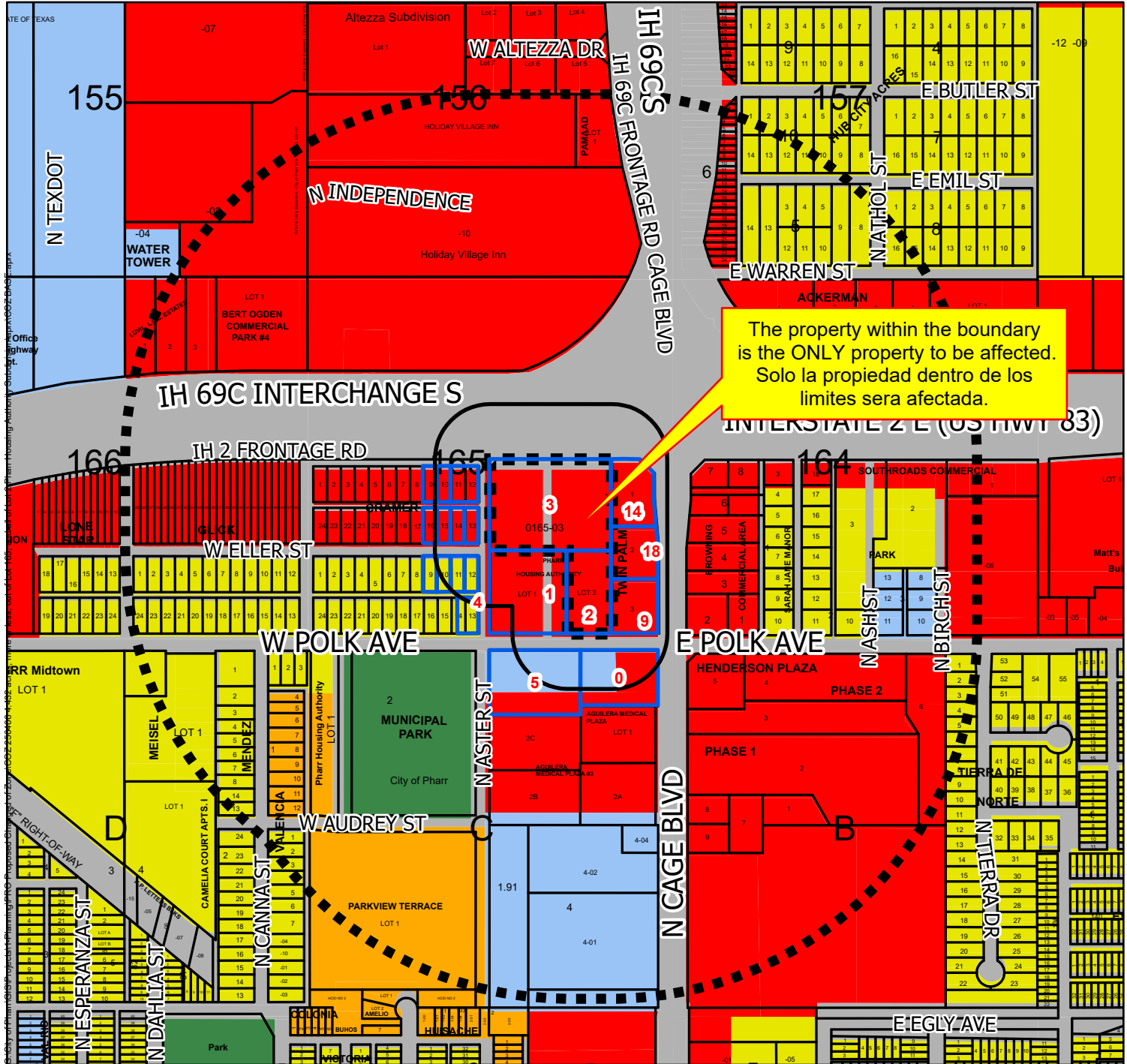
RADIUS



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



FUTURE LAND USE

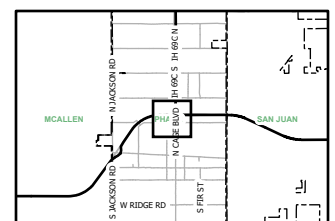


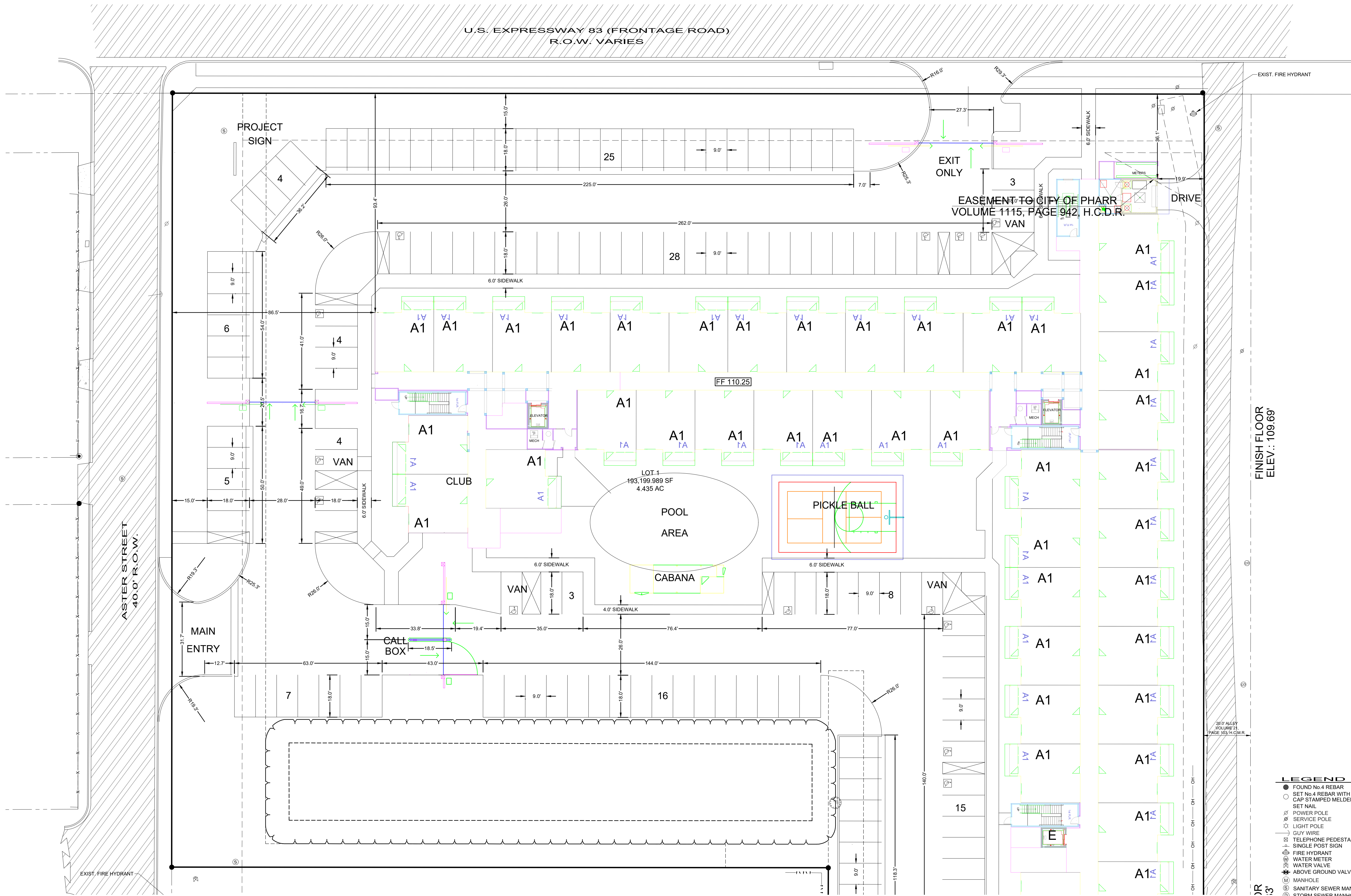
- QUARTER MILE RADIUS
- 200FT_BUFFER
- SUBJECT PROPERTY
- NOTIFIED PROPERTIES

Future Land Use

FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks





SCALE: 1" = 30'

FINISH FLOOR
ELEV.: 109.69'

LEGEND

- FOUND No. 4 REBAR
- SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL
- POWER POLE
- SERVICE POLE
- LIGHT POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- SINGLE POST SIGN
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- ABOVE GROUND VALVE
- MANHOLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TYPE "C" INLET
- WROUGHT IRON FENCE
- OVERHEAD POWER LINE
- ASPHALT AREA
- CONCRETE AREA
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- B-B - BACK OF CURB TO BACK OF CURB
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- W.D. - WARRANTY DEED
- G.W.D. - GIFT WARRANTY DEED
- LOT LINE
- PALM TREE (SIZE AS NOTED)
- TREE (SIZE AS NOTED)

JOB No.
25038.00

12/19/24

EM

REVISION

DATE

BY

1 BUILDING PERMIT - PLAN REVIEW COMMENTS

12/19/24

EM

PROJECT ENG. M.A.R.

T-BOOK T-0000 P.00

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

AS NOTED

THIS DOCUMENT IS RELEASED
FOR THE USE OF THE CITY OF PHARR
REVIEW UNDER THE AUTHORITY
OF MARIO A. REYNOLDS, P.E. 117588
TO BE USED FOR THE CITY OF PHARR
FOR THE PHARR HOUSING DEVELOPMENT CORP.
BIDDING OR PERMIT PURPOSES.

PHARR HOUSING
DEVELOPMENT CORP. -
OFFICE BUILDING

PHARR, TEXAS

SITE PLAN

Copyright 2025 Melden & Hunt, Inc.
All Rights Reserved.

File Name: 25038.00

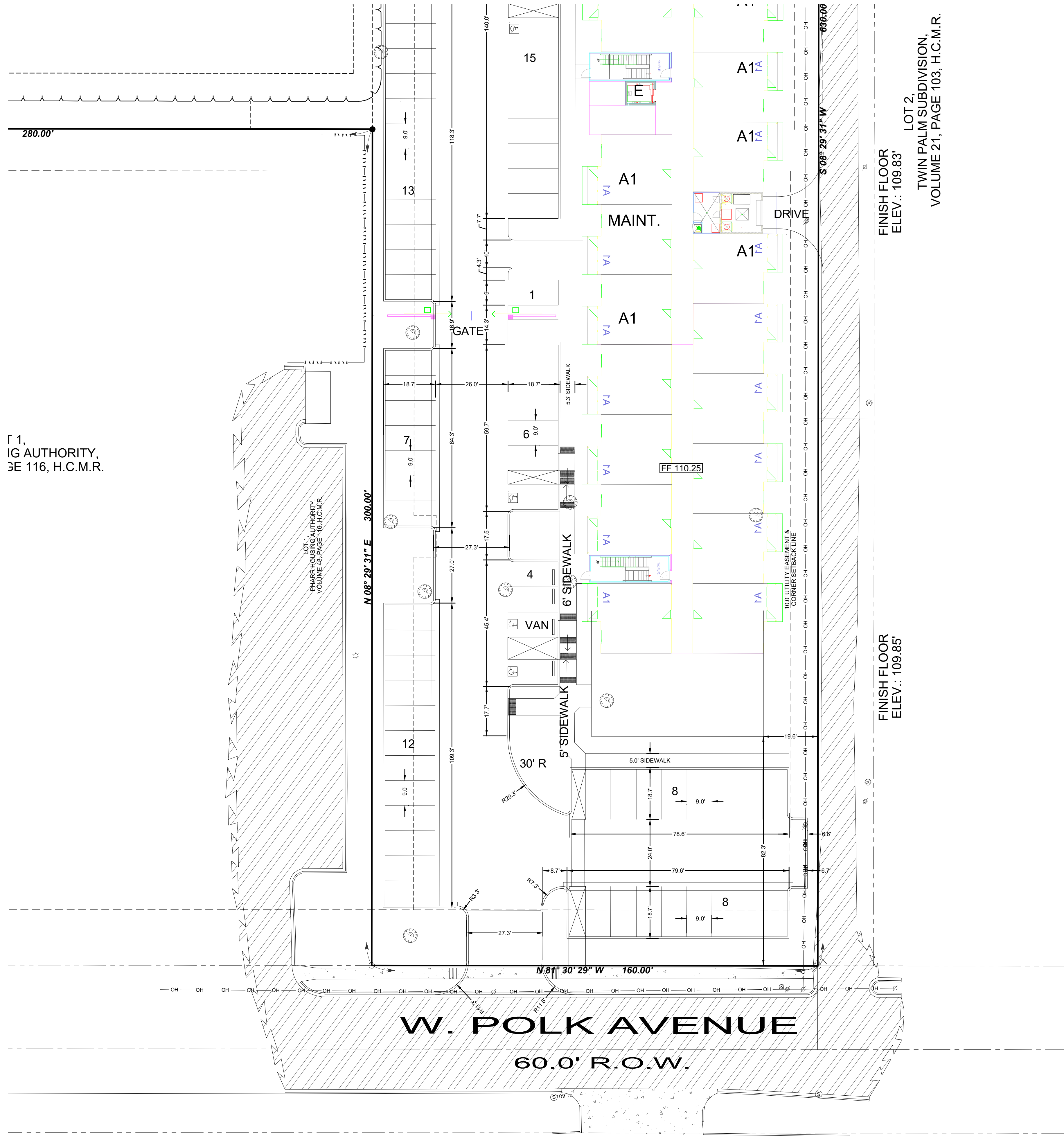
SHEET 4 OF 12

MELDEN & HUNT, INC.

CONSULTANTS • ENGINEERS • SURVEYORS

1115 W. MONTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
TELE: No. 1006900

ESTABLISHED 1947 - www.meldenandhunt.com



1,
IG AUTHORITY,
SE 116, H.C.M.R.

LOT 1, BLOCK "C"
KELLY-PHARR SUBDIVISION,
VOLUME 3, PAGE 133-134, H.C.M.R.

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL
- POWER POLE
- SERVICE POLE
- LIGHT POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- SINGLE POST SIGN
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- ABOVE GROUND VALVE
- MANHOLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TYPE "C" INLET
- WROUGHT IRON FENCE
- OVERHEAD POWER LINE
- ASPHALT AREA
- CONCRETE AREA
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- B-B - BACK OF CURB TO BACK OF CURB
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- W.D. - WARRANTY DEED
- G.W.D. - GIFT WARRANTY DEED
- LOT LINE
- PALM TREE (SIZE AS NOTED)
- TREE (SIZE AS NOTED)

ENG. TECH. EM

PROJECT ENG. M.A.R.

T-BOOK T-0000 P.00

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

AS NOTED

REVISION

DATE

BY

MELDEN & HUNT, INC

CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MOUNTAIN - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

THIS DOCUMENT IS RELEASED
UNDER THE AUTHORITY
OF MARIO A. REYNA, P.E. 117288
ON APRIL 22, 2025. IT IS NOT
TO BE USED FOR ANY OTHER
BIDDING OR PERMIT PURPOSES.

PHARR HOUSING
DEVELOPMENT CORP -
OFFICE BUILDING

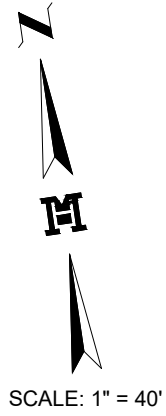
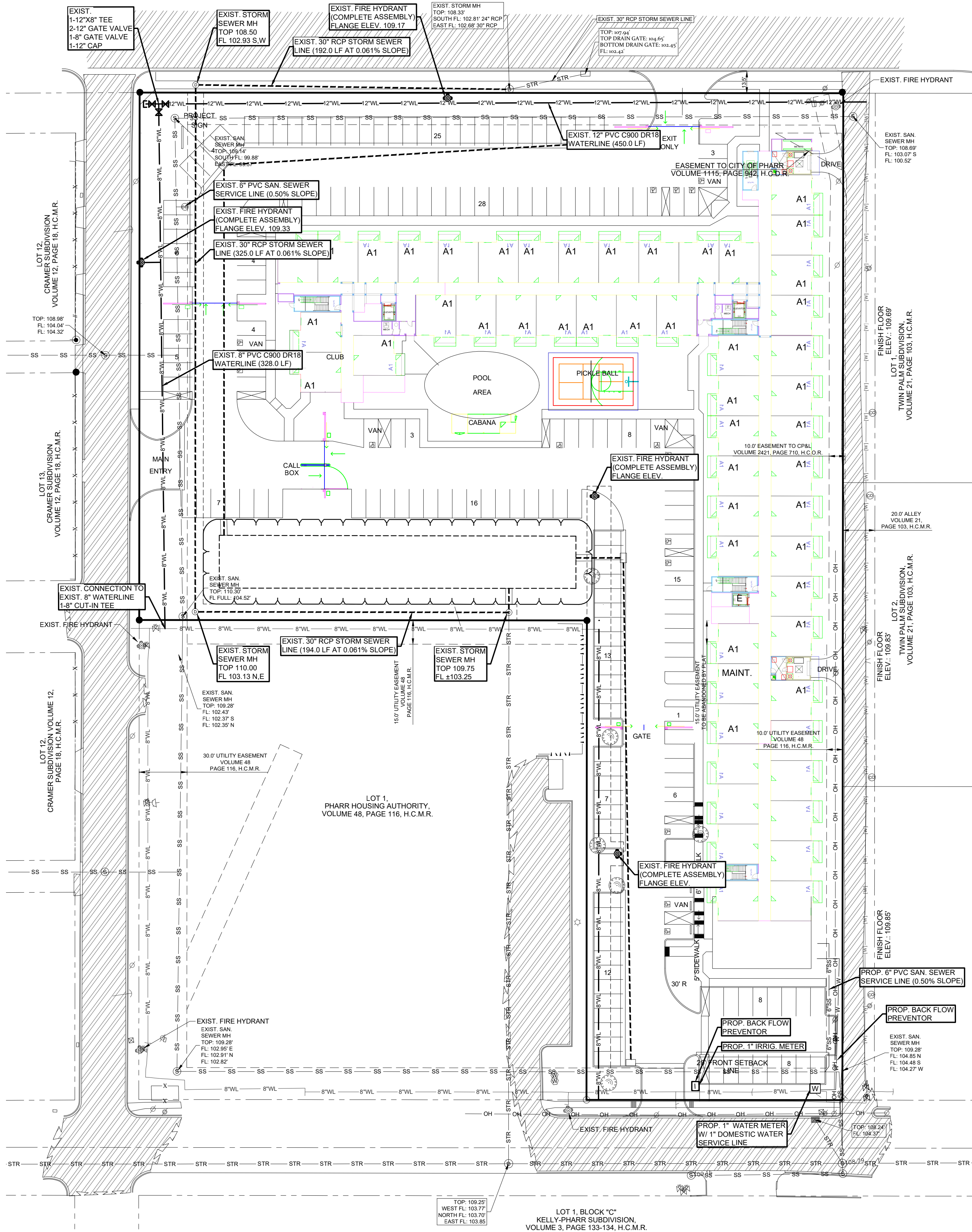
PHARR, TEXAS

SITE PLAN

Copyright 2025 Melden & Hunt, Inc.
All Rights Reserved.

File Name: 25038.00

SHEET 3 OF 12

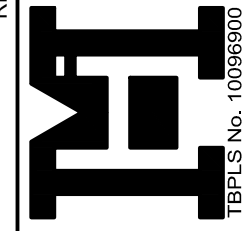


SCALE: 1" = 40'

- LEGEND**
- FOUND No.4 REBAR
 - SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
 - SET NAIL
 - POWER POLE
 - SERVICE POLE
 - LIGHT POLE
 - GUY WIRE
 - TELEPHONE PEDESTAL
 - SINGLE POST SIGN
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE
 - ABOVE GROUND VALVE
 - MANHOLE
 - SANITARY SEWER MANHOLE
 - CLEANOUT
 - STORM SEWER MANHOLE
 - TYPE "C" INLET
 - WROUGHT IRON FENCE
 - OVERHEAD POWER LINE
 - ASPHALT AREA
 - CONCRETE AREA
 - A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
 - B-B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - N.W. COR. - NORTHWEST CORNER
 - W.D. - WARRANTY DEED
 - G.W.D. - GIFT WARRANTY DEED
 - LOT LINE
 - PALM TREE (SIZE AS NOTED)
 - TREE (SIZE AS NOTED)

JOB No.
25038.00

REVISION	DATE	BY
1		
2		
3		



MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MOUNTAIN - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

ENG. TECH. EM	PROJECT ENG. M.A.R.	AS NOTED
T-BOOK T-0000 P.00	1. RELEASE DATE:	
	2. RELEASE DATE:	
	3. RELEASE DATE:	

THIS DOCUMENT IS RELEASED
UNDER THE PROVISIONS OF THE
PUBLIC INFORMATION ACT
OF MARIO A. REYNOLDS, P.E. 117588
ON 08/22/2025. IT IS NOT
TO BE USED FOR ANY OTHER
BIDDING OR PERMIT PURPOSES.

**PHARR HOUSING
DEVELOPMENT CORP. -
OFFICE BUILDING**

PHARR, TEXAS

WATER AND SEWER LAYOUT

© Copyright 2025 Melden & Hunt, Inc.
All Rights Reserved.

File Name: 25038.00



Pharr
Development Services



Site Photo
104 W POLK AVENUE





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.2.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 33 Construction and Energy, LLC., representing Norma D. Rodriguez Trejo, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility. The property is legally described as being 1.67 acres, more or less, out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 West Dicker Road. CUP#250403 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 33 Construction and Energy, LLC., representing Norma D. Rodriguez Trejo, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of May 12, 2025, the Board voted unanimously to recommend approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were eight members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez

Created/Initiated - 5/13/2025
Approved - 5/16/2025

City Management Office

Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR LIFE OF THE USE (SELF STORAGE) FILE NO. CUP#250403

GENERAL INFORMATION:

APPLICANT: 33 Construction and Energy, LLC., representing Norma D. Rodriguez Trejo, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 1.67 acres, more or less, out of Lot 326, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 West Dicker Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) and General Business District (C) to the east and Agricultural and/or Open Space District (A-O) and General Business District (C) to the west. Single-Family Residential District (R-1) to the north and south. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	FIRE DEPARTMENT:	Pending inspection of the Conditional Use Permit.
------------------	-------------------------	---

**CODE
COMPLIANCE:**

Pending inspection of the
Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Pending inspection of the
Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Seventy (70) surrounding property owners were notified of the request by letter on April 25, 2025, and a legal notice was published in The Advance News Journal on April 23, 2025. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services recommended approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

**PLANNING & ZONING
COMMISSION:**

At the Planning and Zoning Commission meeting of May 12, 2025, the Board voted unanimously to recommend approval of the request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements. There were eight members present and voting.

1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. No living amenities shall be installed in any unit;
3. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;
4. Must be in compliance with Ordinance O-2019-23;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;

7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:

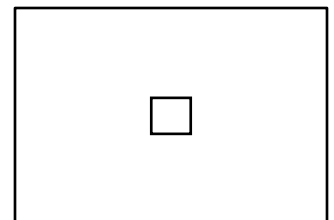
- Any change in use or change in extent of use, area or location.
- Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
- Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

AERIAL

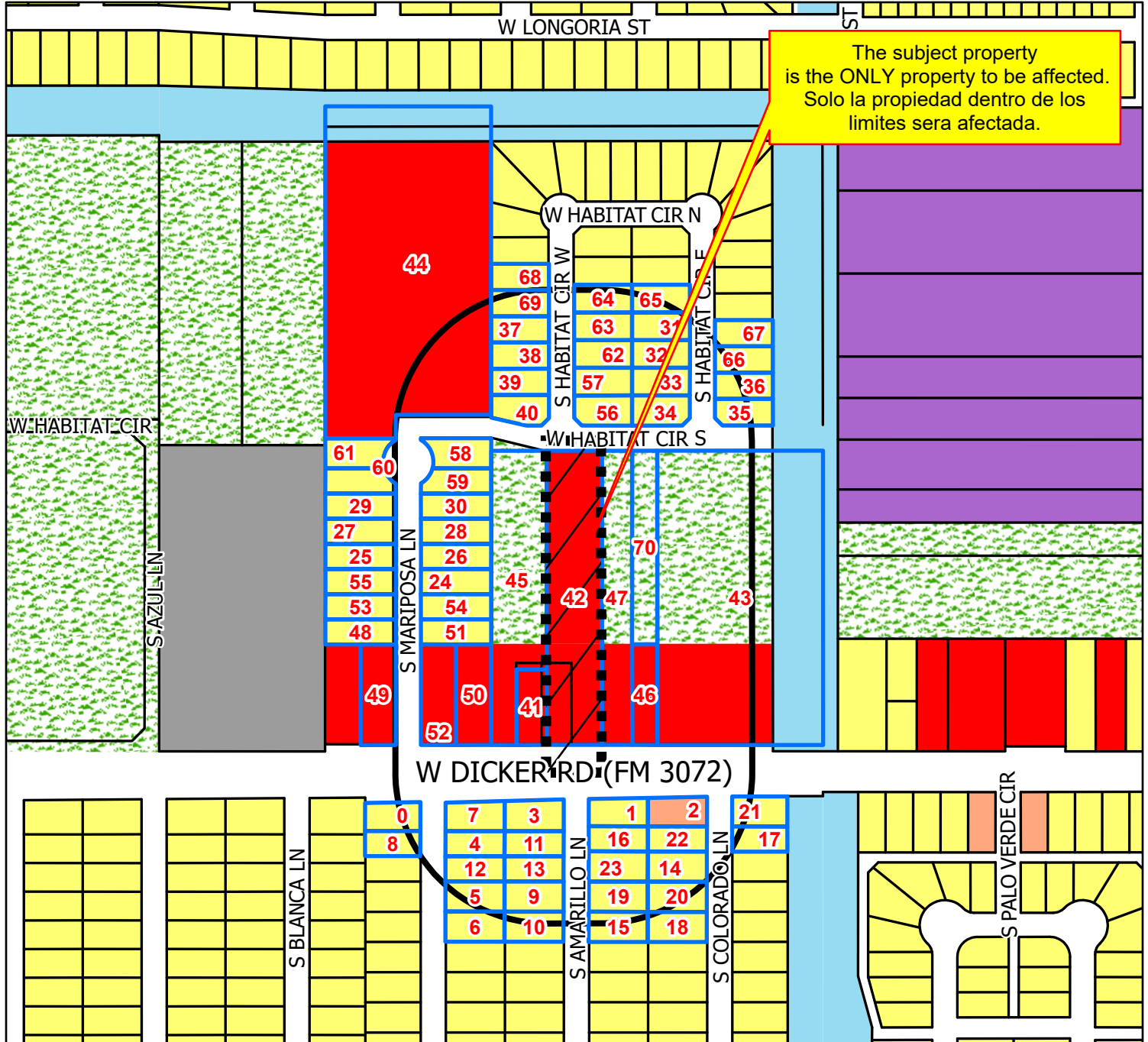


- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Subject Property

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



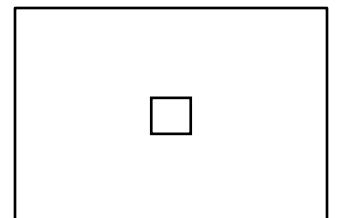
ZONING



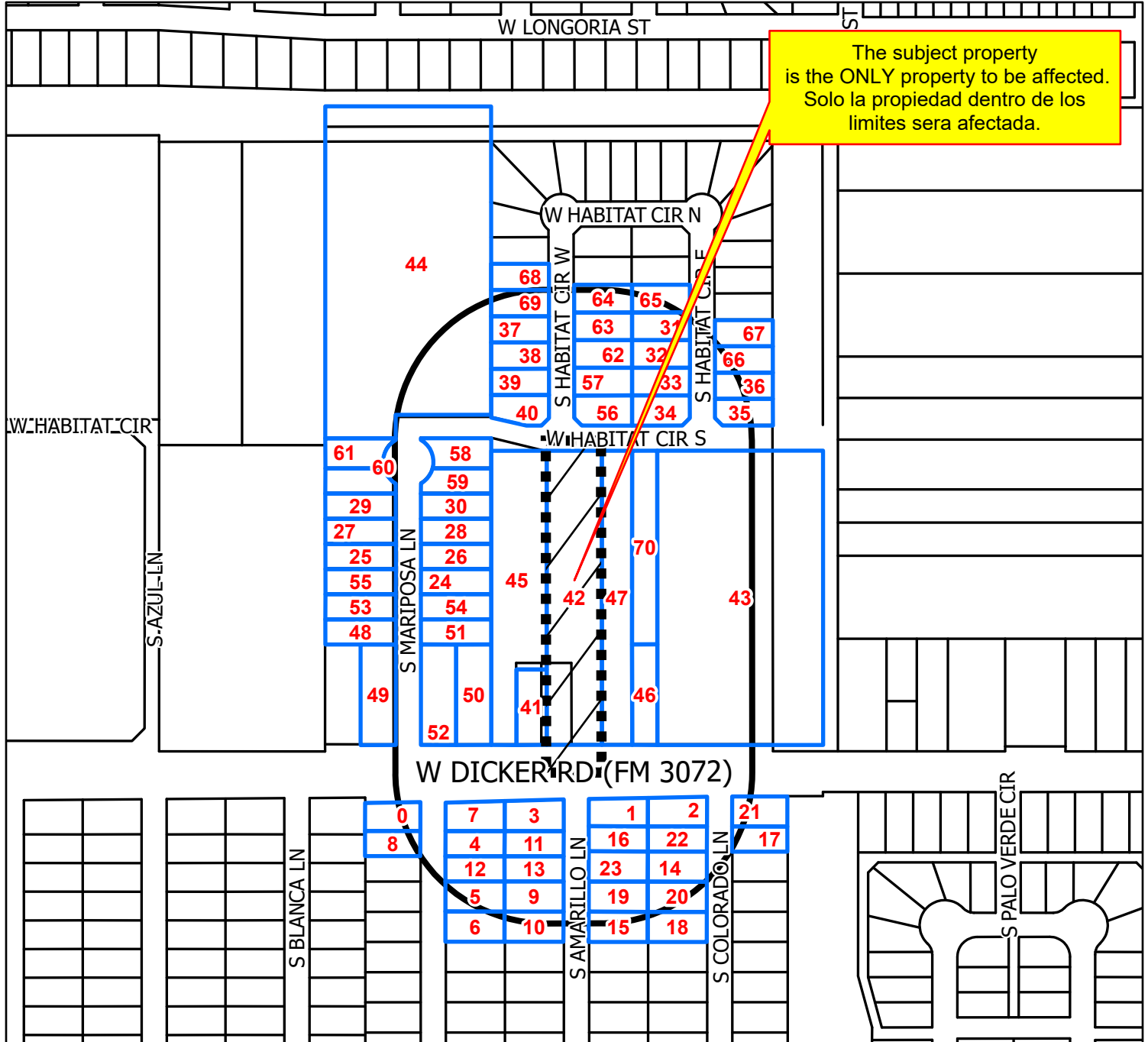
G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\500 W DICKER\aprx00_BASE Project File.aprx

- | | | |
|---------------------------------------|-------------------|--------------------------|
| Pharr City Limit | Mobile Home | Heavy Industrial |
| 300 ft. Notification Buffer | Townhouse | Limited Industrial |
| Notified Properties | HUD Code | Neighborhood Commercial |
| Subject Property | Rail Road R.O.W | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |
| Residential Multi-Family High Density | Heavy Commercial | |

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

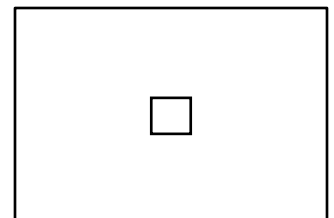


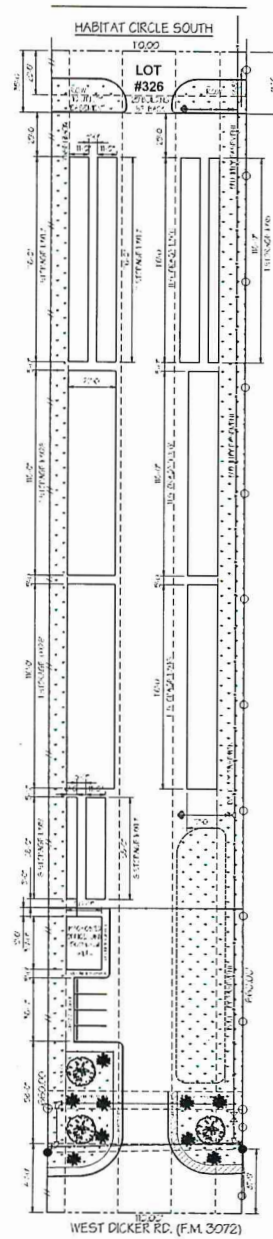
RADIUS



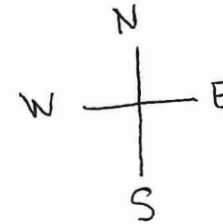
- Pharr City Limit
- 300 ft. Notification Buffer
- Notified Properties
- Subject Property

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





STORAGE 18'-0"X10'-0"	22 UNITS.
STORAGE 5'-0"X10'-0"	11 UNITS.
STORAGE 10'-0"X10'-0"	33 UNITS.
STORAGE 28'-0"X10'-0"	22 UNITS.
TOTAL	88 TOTAL UNITS.



STRUCTURA
— DESIGN GROUP —
RESIDENTIAL & COMMERCIAL DESIGNS
WWW.STRUCTURADSGROUP.NET
Carlos Vasquez
956-592-2484
STRUCTURADSGROUP@GMAIL.COM

MEMBER
A | I
B | D
AMERICAN INSTITUTE of
BUILDING DESIGN

THIS DRAWING AND ITS CONTENTS, SPECIFICATIONS, AND DESIGN INFORMATION ARE THE PROPERTY OF STRUCTURA DESIGN GROUP, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN CONSENT FROM STRUCTURA DESIGN GROUP, INC.

ALL RIGHTS RESERVED. NO PART OF THIS DRAWING OR THESE DRAWINGS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN CONSENT FROM STRUCTURA DESIGN GROUP, INC.

DISCLAIMER: THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS OF THE PROJECT & NOTIFY STRUCTURA DESIGN GROUP, INC. OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE PROJECT. ALL PROJECT DIMENSIONS, SPECIFICATIONS AND/OR CONDITIONS, ALL PROJECT CONDITIONS SHALL BE AS SHOWN ON THE DRAWING, INCLUDING INTERNATIONAL, REGIONAL, CODE, STATE AND LOCAL CODES.

PREPARED FOR: HUGO DE LA GARZA	
PROJECT INFO: STORAGE FACILITY 500 WEST DICKER RD. LOT#326 PHARR, TX. 78577 HIDALGO COUNTY	
JOB PROJECT #: STRU 23-040	
DRAWN BY: R. CABALLERO	REVIEWED BY:
DATE: 04OCT24	
SCALE: 1/8"=1'-0"	
DATE REVISION:	

DRW. TITLE:
PROPOSED SITE PLAN

DRW. TITLE:
A1.0



Pharr
Development Services



Site Photo
500 West Dicker Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.3.

DATE SUBMITTED: May 12, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas. The property's physical address is 6804 South Cage Boulevard. CUP#200525 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 4th renewal for Kans & Kegs #4 LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/12/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#200525 (KANS & KEGS #4, LLC)

GENERAL INFORMATION:

APPLICANT: Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6804 South Cage Boulevard.

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

Conditional Use Permit **Renewal** for ABC -

Kans & Kegs #4 LLC

Background:

Kans & Kegs #4 LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 4th renewal for Kans & Kegs #4 LLC.

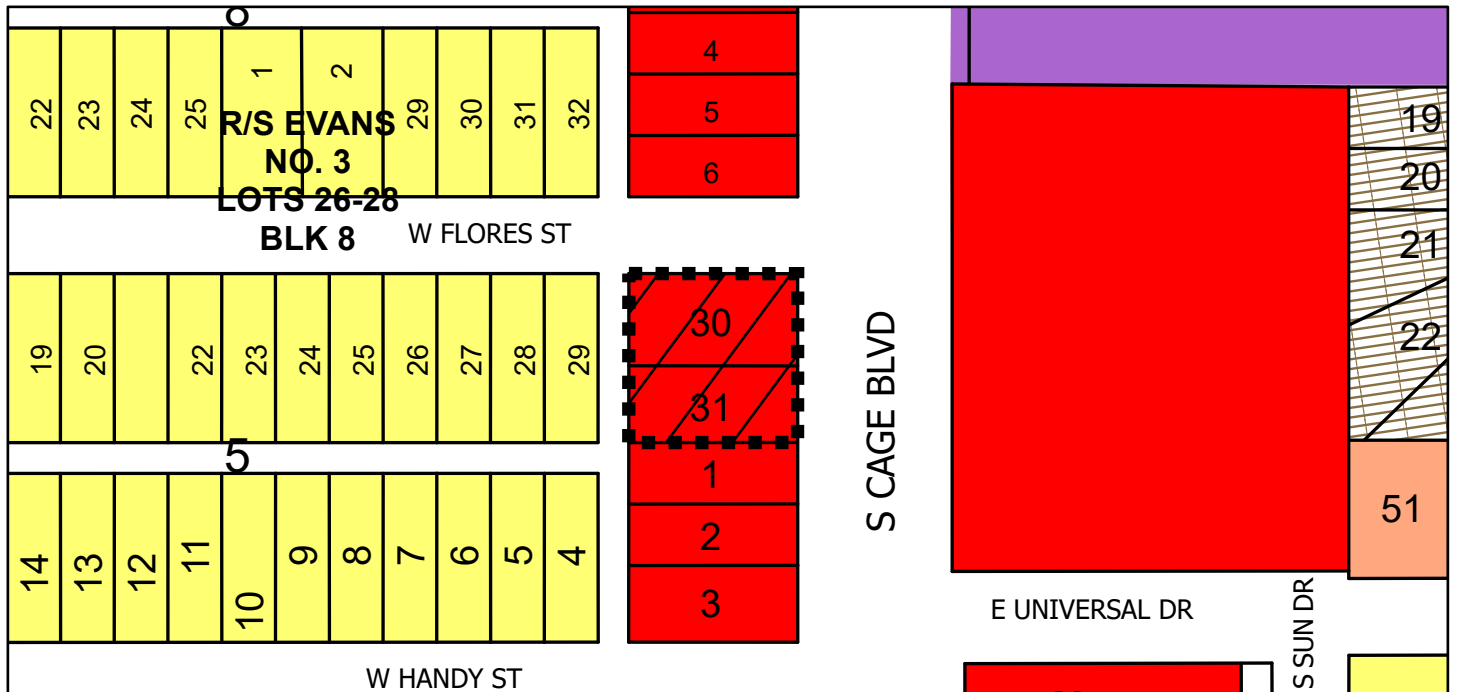
The property is located at 6804 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 6804 S CAGE BLVD KANS & KEYS #400_Renewal Base.aprx



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

Scale: 1:1,500

0 62.5 125 250 375 500 Feet





Pharr
Development Services



Site Photo

6804 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.4.

DATE SUBMITTED: May 12, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

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

Classification: Regular

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

Issue: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). This request constitutes the 6th renewal for Smokin' Moon, LLC.

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 Heavy Commercial District (H-C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/12/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

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

Background:

Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Smokin' Moon, LLC.

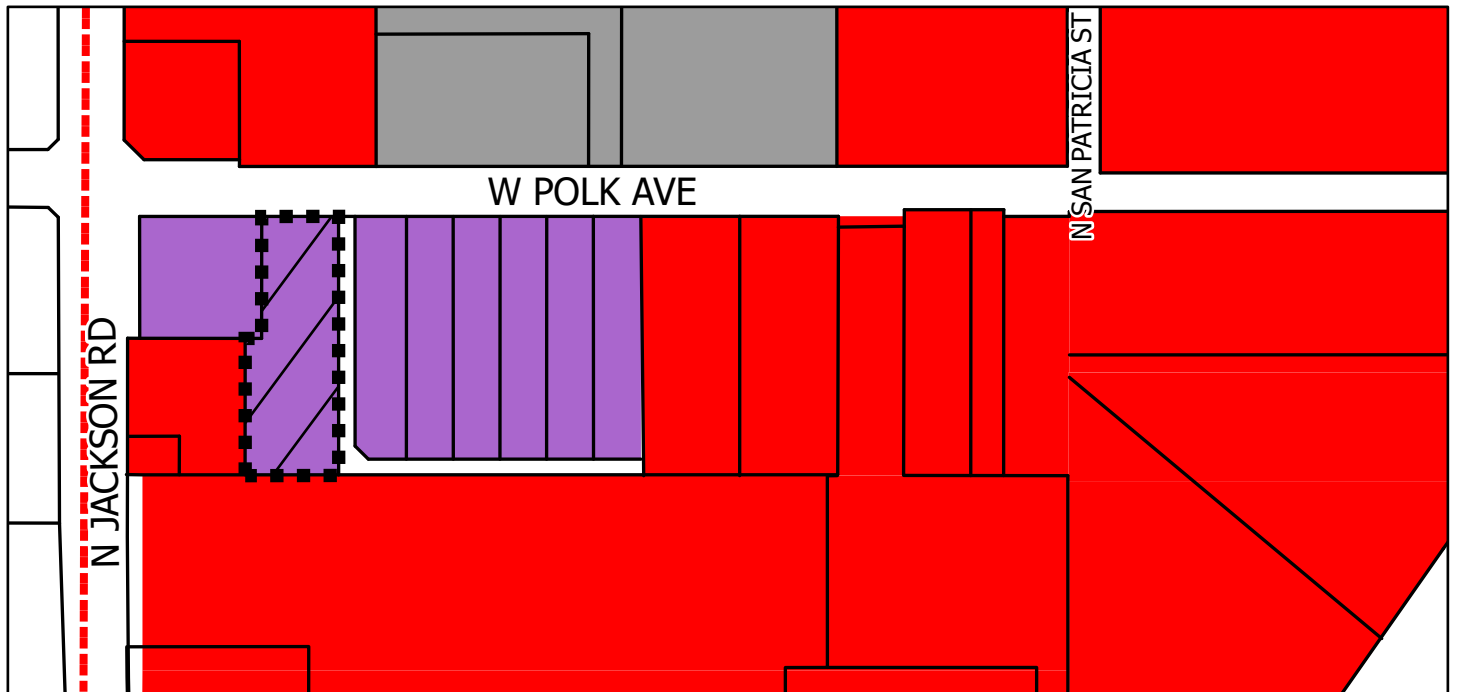
The property is located at 1617 West Polk Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 1617 W POLK AVE SMOKIN MOON\00_Renewal Base.aprx



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

Scale: 1:3,500

0 145 290 580 870 1,160 Feet





Pharr
Development Services



Site Photo

1617 West Polk Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.5.

DATE SUBMITTED: May 12, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center, are 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 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. CUP#230275 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center, are 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 2nd renewal for Exclusive Event Center.

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 General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/12/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#230275 (EXCLUSIVE EVENT CENTER)
--

GENERAL INFORMATION:

APPLICANT: Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center, are 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 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

Conditional Use Permit **Renewal** for ABC –

Exclusive Event Center

Background:

Marisela Linan Peralez (TDL#08619992), Loremi Cantu (TDL#43583315) d/b/a Exclusive Event Center LLC, are requesting renewal of the Conditional Use Permit and late hours permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 2nd renewal for Exclusive Event Center.

The property is located at 2200 South Cage Boulevard. 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.

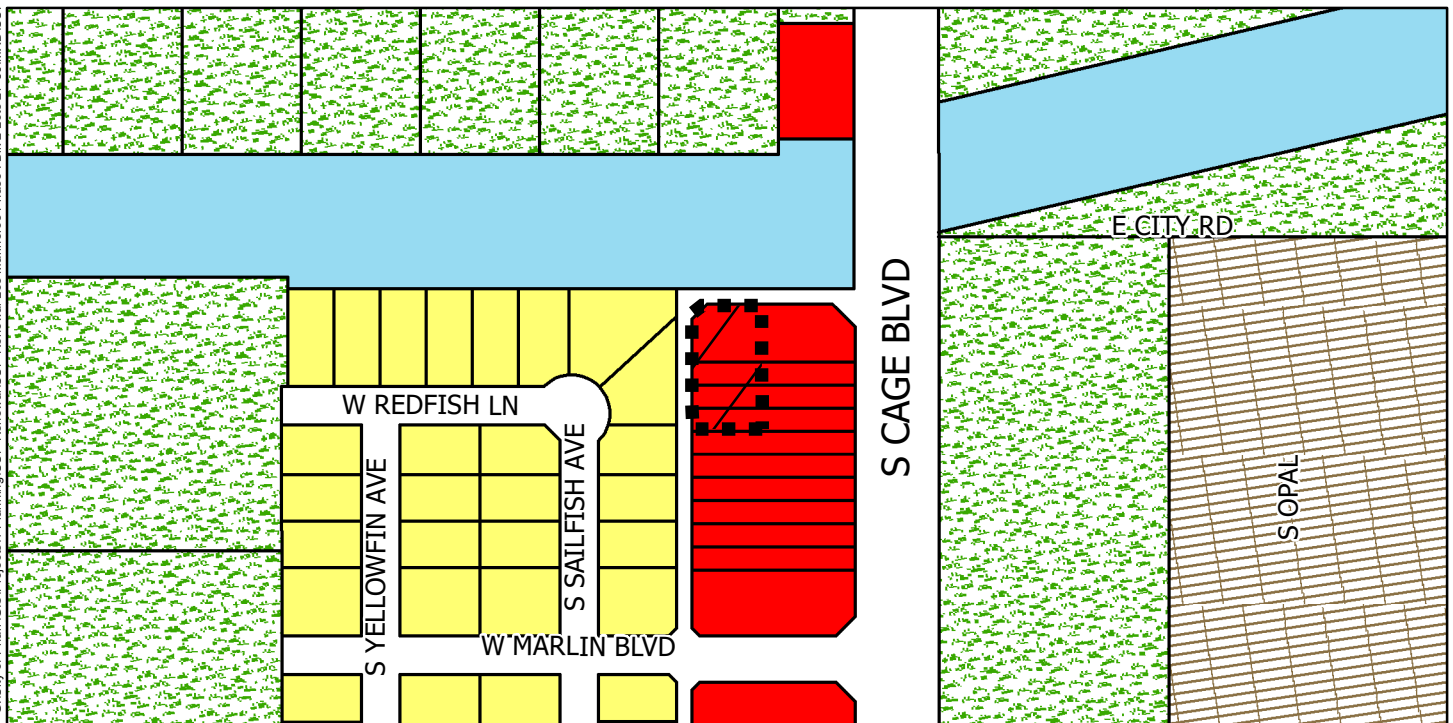
Recommendations:

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.

Conditional Use Permit Renewal
 Los Marineros Subdivision Phase 1, Block 2, Lots 27-30
 Marisela Perez/Exclusive Event Center LLC



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Los Marineros Phase 1 Block 2 Lots 27-30\MXD\CUP Renewal Base.mxd



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

Scale: 1 inch = 250 feet

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 5/12/2025



Pharr
Development Services



Site Photo

2200 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.6.

DATE SUBMITTED: May 12, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.05 acres, more or less, out of Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1. CUP#160942 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 8th renewal for Chipotle Mexican Grill #2888.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/12/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#160942 (CHIPOTLE MEXICAN GRILL #2888)
--

GENERAL INFORMATION:

APPLICANT: Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acres, more or less, out of Replat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivisions, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-1.

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

Conditional Use Permit **Renewal** for ABC –

Chipotle Mexican Grill

Background:

Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Chipotle Mexican Grill #2888.

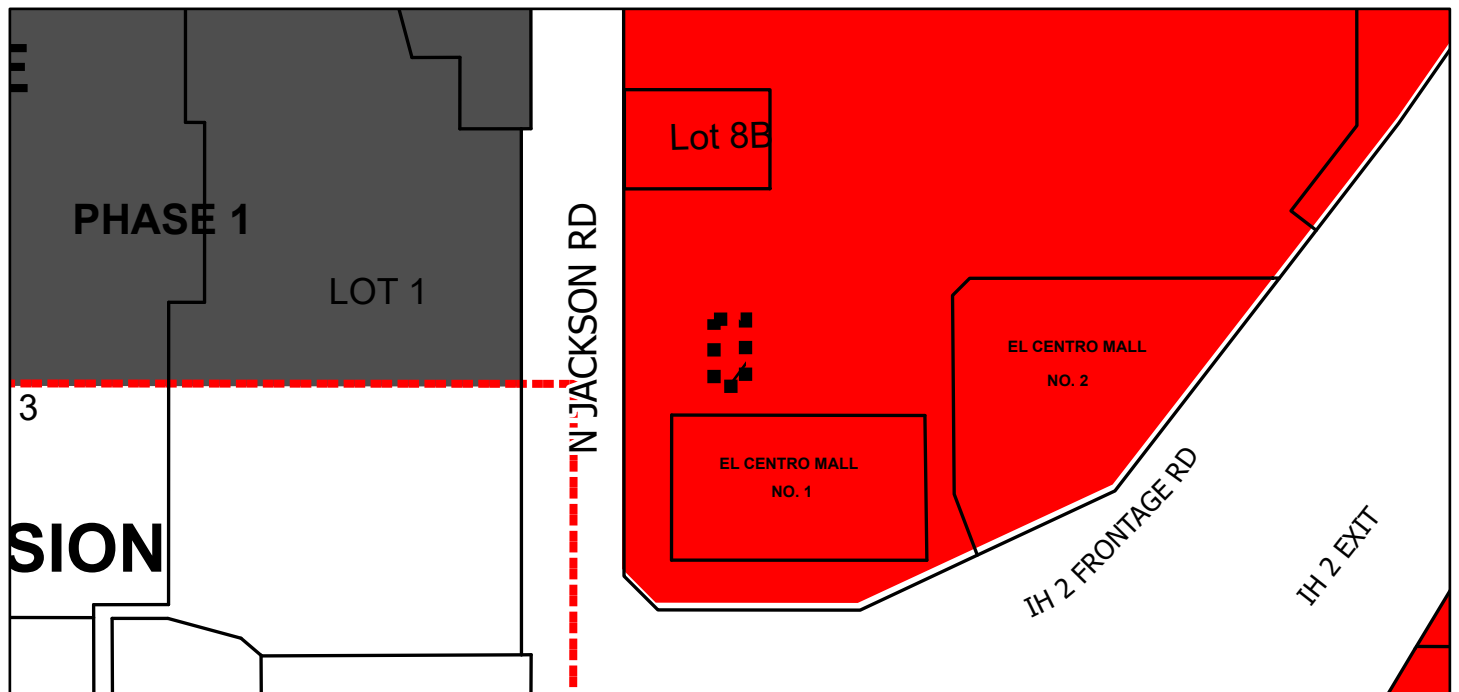
The property is located at is 500 North Jackson Road, Suite N-1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal\500 N JACKSON RD CHIPOTLE\00_Renewal Base.aprx



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





Pharr
Development Services



Site Photo

500 North Jackson Road, Suite N-1





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.7.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 701 East Nolana Loop, Suite #3A. CUP#230384 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 2nd renewal for Taqueria Tepeque Express.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/13/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#230384 (TAQUERIA TEPEQUE EXPRESS)
--

GENERAL INFORMATION:

APPLICANT: Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 701 East Nolana Loop, Suite #3A.

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

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

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

Conditional Use Permit **Renewal** for ABC –

Taqueria Tepeque Express

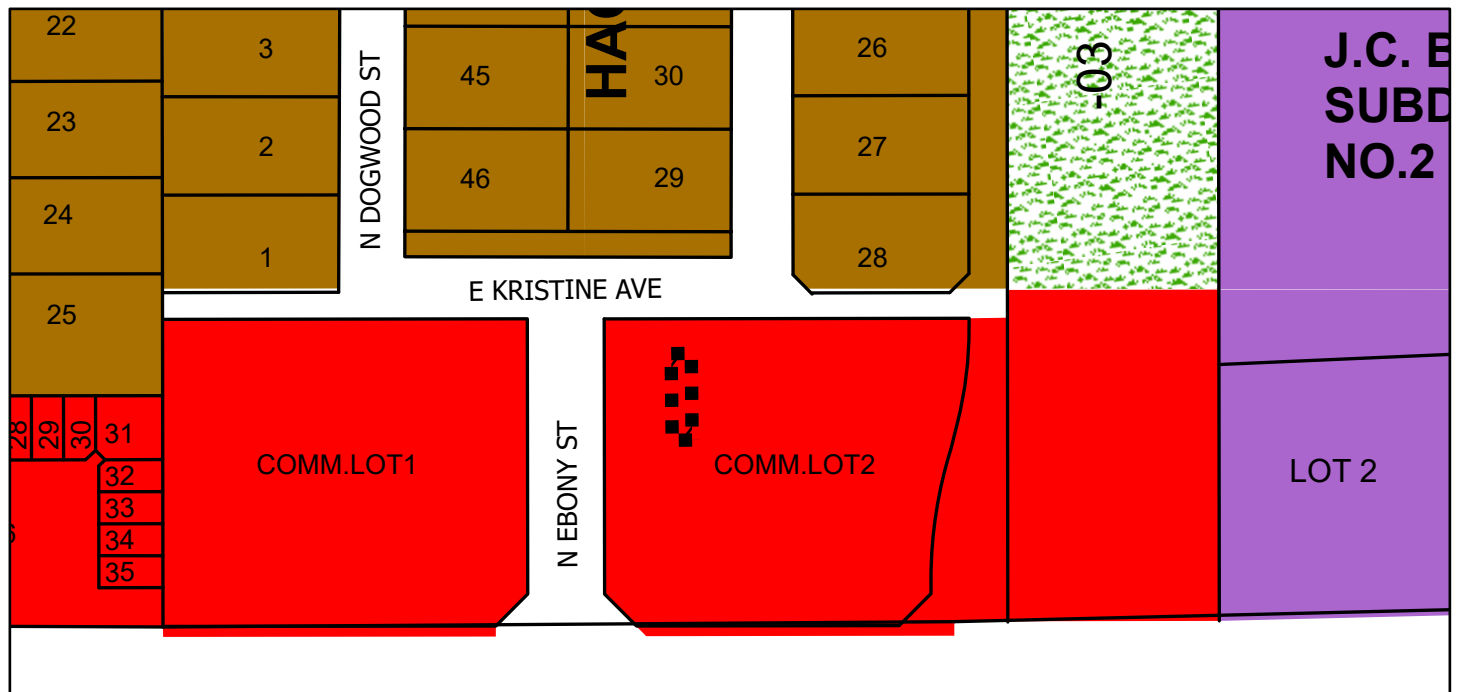
Background:

Taqueria Tepeque Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Taqueria Tepeque Express.

The property is located at 701 East Nolana Loop, Suite #3A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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



Pharr
Development Services



Site Photo

701 East Nolana Loop, Suite #3A





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.8.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 the South 150 feet of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. CUP#130630 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 11th renewal for Doc's Billiards & Sports Bar.

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 Departments requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/13/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS RENEWAL FOR ABC - FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 the South 150 feet of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 917 West Ferguson Avenue.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

May 19, 2025

Conditional Use Permit for ABC –

Doc's Billiards & Sports Bar

Background:

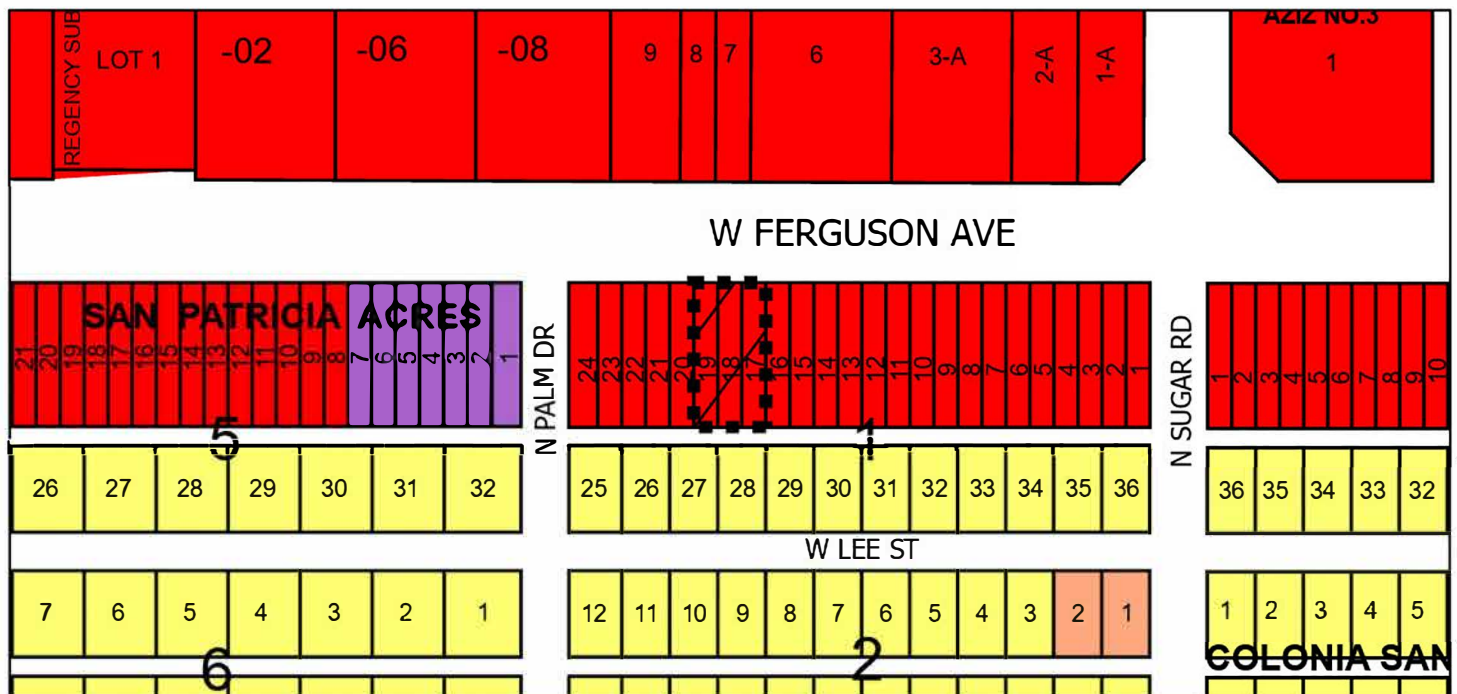
Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 11th renewal for Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Avenue. 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 site and applicant being in compliance with all City Ordinances and City Department requirements.

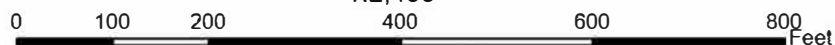
CUP Renewal
 San Patricia Acres Blk 1, Lots 17-19 -
 917 W FERGUSON AVE
 Doc's Billiard's & Sports Bar



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:2,400



Date: 4/22/2025



Pharr
Development Services



Site Photo

917 West Ferguson Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Alessandra Garcia

Created/Initiated - 5/16/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Jaime Roel Garcia, Director for Garcia-Reyna Family Limited Partnership, A Texas Limited Partnership, is requesting final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision. The property is legally described as being a Resubdivision of 6.00 acres out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 700 Block of North Veterans Boulevard ("I" Road). SUB#250104 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Jaime Roel Garcia, Director for Garcia-Reyna Family Limited Partnership, A Texas Limited Partnership, is requesting final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision at their meeting on May 12, 2025. There were eight members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/13/2025
Approved - 5/16/2025
Final Approval - 5/16/2025



MEMORANDUM

DATE: MONDAY, MAY 19, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: ARBOR VISTA ESTATES PHASE 1, LOT 1 SUBDIVISION
FILE NO. **SUB#250104**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Jaime Roel Garcia, Director for Garcia-Reyna Family Limited Partnership, A Texas Limited Partnership, is requesting final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a Resubdivision of 6.00 acres out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 700 Block of North Veterans Boulevard ("I" Rd.).

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

PROPERTY PROPOSED USE: Apartment complex.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Streetlights spacing shall be 250' max. spacing along N. Veterans Blvd.
2. Power poles and other utilities to be relocated to the new R.O.W. line by developer.
3. Provide additional R.O.W., along N. Veterans Blvd., as per City engineering department.

EASEMENTS:

1. Easements shall not overlap.
2. Show gas line easements, if any.
3. Show all existing easements.
4. City of Pharr easement shall read: 15' Exclusive easement to City of Pharr dedicated by plat.

**SIDEWALK:
ADA:**

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.

OTHER:

1. Provide county on signature block for owner and notary.
2. Provide a draft of HOA, for review.
3. Provide the articles of incorporation, for ownership.
4. Update year on signature blocks.
5. Label all monuments.
6. Provide signatures for engineer and surveyor.
7. Provide all pertinent City of Pharr details.
8. Comments attached from HCID #2.
9. Staff construction comments attached
10. Performance bond submitted for recording
11. See staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Arbor Vista Estates Phase 1, Lot 1 Subdivision at their meeting on May 12, 2025.

LOCATION:
118 S. CAGE BLVD
1st FLOOR
PHARR, TX 78577
PHONE: 956-402-4242



REVIEWED BY:
HERIBERTO MARTINEZ
PLANNER III
EDDIE.MARTINEZ@PHARR-TX.GOV

STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

Plat Notes:

1. Add to subdivision name Phase I, Lot I., to all sheets.
2. Verify the call out on the front page "plans are not for construction".
3. Show and label name of subdivisions & easements adjacent to property.
4. On owners signature block use same subdivision name.
5. Label Net or Gross on metes & bounds and on lot.

FEES:

Fees to be submitted are the following: please make separate checks for each fee make checks payable to CITY OF PHARR. Will be required to submit fees in order to schedule Pre-Con.

FEES ARE SUBJECT TO CHANGE UPON REVISIONS TO COST ESTIMATE

1. 3% inspection fee (From total cost of public improvements DATED 3-03-2025)= \$ 4,516.50

-Water -----	\$ 150,550.00
-Paving improvements \$	0.00
-Drainage \$	0.00
-Sewer -----	\$ 0.00
Total=	\$ 150,550.00

2. 3% testing fee (From total cost of public improvements DATED 3-03-2025)= \$ N/A

-Water -----	\$ 150,550.00
-Paving improvements \$	0.00
-Drainage \$	0.00
-Sewer -----	\$ 0.00
Total=	\$ 150,550.00

3. Park land fee: \$250/Dwelling (120 Dwellings) = \$ 30,000.00
4. Sewer fee: \$75/acre(6.0) = \$ 450.00
5. Water fee: \$100/acre(6.0) = \$ 600.00
6. Street sign material fee: \$175/sign () = N/A.
7. Fire hydrants blue reflector and ring \$50/F.H (7) = \$350.00
8. Hidalgo county clerks recording fee: submit copy of paid receipt to the city
9. Hidalgo County Drainage District #1: submit copy of paid receipt to the city
10. Provide Petition for Exclusion from irrigation district #2.

LOCATION:
801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300



REVIEWED BY:
JAVIER RODRIGUEZ
PUBLIC UTILITIES - WD DISTRIBUTION
SUPERVISOR
JAVIER.RODRIGUEZ@PHARR-TX.GOV

STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

STAFF PRE-CONSTRUCTION MEETING FOR:
ARBOR VISTA ESTATES SUBDIVISION
(PHASE I)

COMMENTS: Initials: J.R. MARCH 24, 2025

WATER:

- Will need to show all utility improvements for all lots and future developments.
- Water line on Veterans will need to be upgrade to 12" PVC C-900
- Easements will need to be 15' exclusive to the City of Pharr.
- All water fittings will need to be MJ with mega locks (no tapping tee.)
- On the northwest connection will need to install MJ tee with valve.
- On lot 1, southwest corner will need to install a MJ tee with flush valve for future water loop.
- Will need to verify cost estimate.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to show all utility improvements for all lots and future developments.
- The Sanitary sewer line on Egly Ave. will need to be upgraded to 8 PVC SDR26
- All existing sewer services will need to be tie-in to the new 8" line.
- Easements will need to be 15' exclusive to the City of Pharr
- Will need to show all sewer crossing and connections details.
- Will need to verify cost estimate.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

P r i n t N a m e :

S i g n a t u r e : D a t e :

STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

PLAT

1. Signature and seal from P.E. is required.
2. Signature and seal from R.P.L.S. is required.
3. Provide a drainage easement for detention area.

SITE PLAN

1. Include a sidewalk layout that follows all City of Pharr requirements and ADA guidelines for building permit phase. All ramps shall be required to have truncated domes.
2. Provide all sanitary sewer details. Provide additional flow calculations for proposed sewer line.
3. Show all water line tie-in details.
4. Show details of street and drainage improvements to the south. Must meet all City of Pharr requirements. Check with irrigation district for proposed roadway improvements.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.
2. Include a drainage area map.
3. Provide all storm drain details.
4. All detention ponds that have depths at 3'-ft or greater require a perimeter fence.
5. Tie-in to storm sewer shall be required to outfall using an 8"-in bleeder line.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

STANDARD REQUIREMENTS

- **PRIOR TO SUBMITTING PRECONSTRUCTION PLANS, FIELD VERIFY ALL UTILITY TIE-INS FOR WATER, SEWER, AND STORM LINES.**
- Access road must follow City of Pharr standards for paving.
- Testing may be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage. Must follow City design standard and ADA guidelines.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange).
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.
- TCEQ requires 9'-ft separation between water and sewer lines. This includes manholes to be spaced out away from water lines.
- At time of subdivision completion all lots shall be required to provide positive drainage and outfall towards internal street and into nearest storm infrastructures.
- **SHOULD ANY DESIGN ISSUES OCCURE DURING CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE ENGINEER ON RECORD TO ADDRESS THESE ISSUES AND COORDINATE WITH THE CONTRACTOR.**

ALSO PROVIDE REVISED PLANS TO ENGINEERING DEPARTMENT FOR REVIEW.

LOCATION:
118 S. CAGE BLVD
3rd FLOOR
PHARR, TX 78577
PHONE: 956-402-4400



Pharr
Fire Department



REVIEWED BY:
JOSE GONZALEZ
FIRE INVESTIGATOR
JOSE.GONZALEZ@FD.PHARR-TX.GOV

STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

Inspector Comments: Pharr Fire Marshal Office received a building plan review Sub-division for a Arbor Vista Apartment Complex.

Assistant Fire Marshal Mike Navarro reviewed plans and found the following items shall be addressed before approval and Building permit is Issued.

Shall work together with City of Pharr GIS to assure and get a Address for the location early to avoid changes later after construction is complete.

2. Shall assure that all valve covers have a 30x30x6 Concrete collar on Details

3. Shall keep in mind that if a Side-walk will be provided near a Fire Hydrant shall have a 1-foot Clearance from the sidewalk. and 6 Feet back of curb. will need

to correct the detailed or add a note:

no further action was taken and Plans are in need of some corrections

LOCATION:
1015 E. FERGUSON
PHARR, TX 78577
PHONE: 956-402-4350



Pharr
Public Works



REVIEWED BY:
BILLY BOWDEN
STORMWATER INSPECTOR
BILLY.BOWDEN@PHARR-TX.GOV

STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

- Shall obtain a Large Construction Notice, and NOI from TCEQ.
- Boring, street cut and curb cut permits must be requested from the Public Works Department.
- Discharge permit required
- 8in bleeder required for Stormwater discharge into the City inlet on Veterans Rd
- Detention pond and drainage details required
- Type 3 construction entrance on sheet 9 not accepted and must be removed
- Construction entrance dimensions must be changed from 50x14ft to the required 50x20ft
- Silt fence detail must be corrected to Steel posts only
- Must submit (1) digital copy in (USB) for review and three (3) hard copies of the Storm Water Pollution Prevention Plan at pre-construction meeting. Will be reviewed and must be approved Prior to any earthwork disturbance and Notice to Proceed (NTP) is issued.

LOCATION:
100 W. FERGUSON AVE
PHARR, TX 78577
PHONE: 956-402-4900



Pharr
Innovation & Technology



REVIEWED BY:
GERARDO PADRON
BROADBAND GRADUATE ENGINEER
GERARDO.PADRON@PHARR-TX.GOV

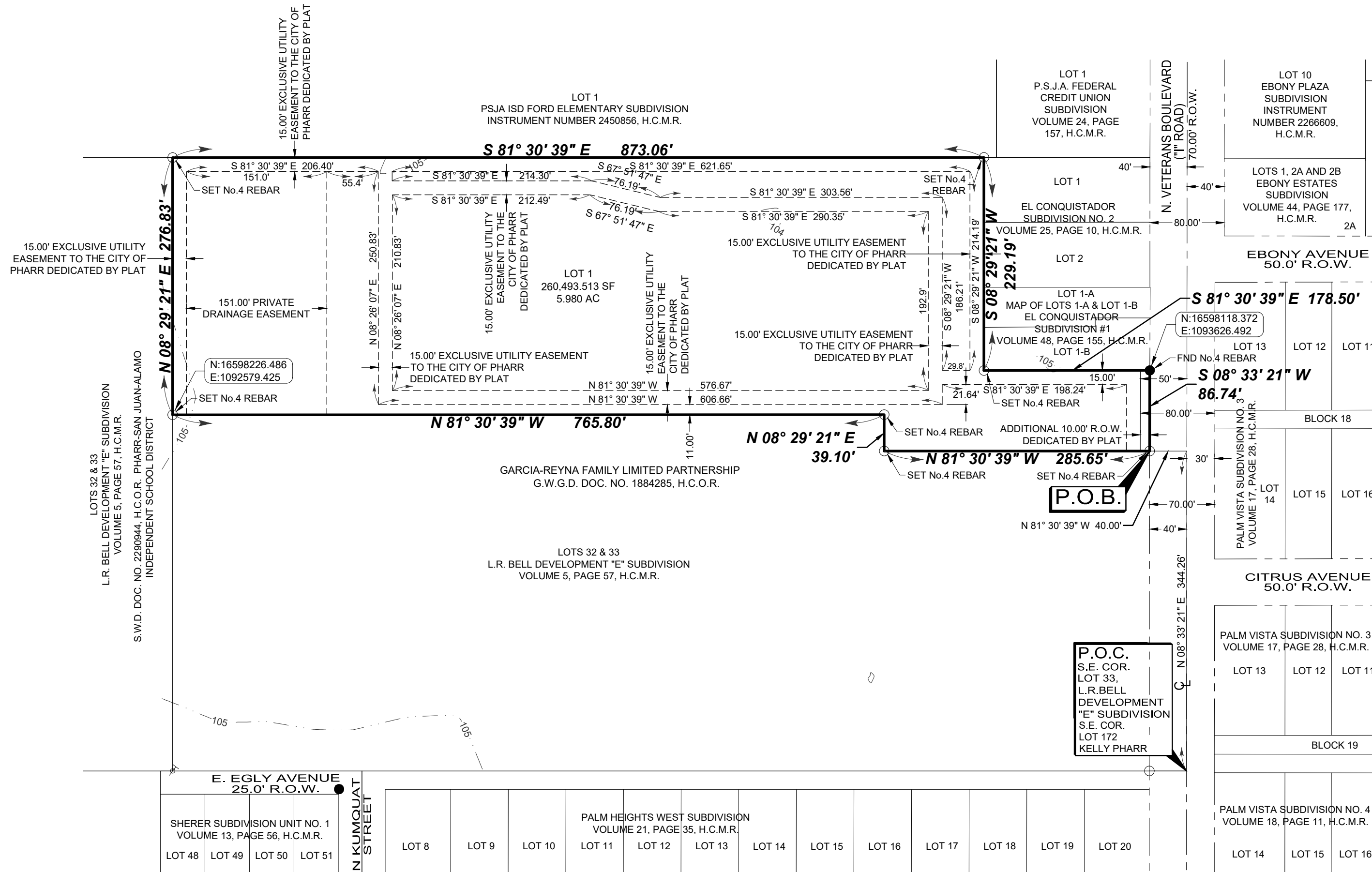
STAFF PRE CONSTRUCTION COMMENTS FOR: ARBOR VISTA ESTATES PHASE I, LOT I

General Notes: Proposed Data/Telephone Conduit Routing

1. Data/Telephone Access Point Location: Estimated at coordinates ****26°11'59.37"N, 98°9'59.23"W****.
2. Primary Conduit Installation:
 - a. A ****2x4"** Schedule 40 conduit** shall be routed along the northern side of the entrance Road, extending to the Utility Easement on N I Rd.
 - b. Originates from the centralized ****Amenity Building**** within the subdivision.
3. Inter-Building Connectivity:
 - a. A 4" Schedule 40 conduit will daisy-chain between buildings, forming a continuous loop that begins and terminates at the Amenity/Community Building.
4. Purpose: Ensures scalable infrastructure, redundant connectivity, and future-ready expansion for data/telephone services.

SUBDIVISION PLAT OF
ARBOR VISTA ESTATES
PHASE 1, LOT 1 SUBDIVISION

BEING A RESUBDIVISION OF 6.00 ACRES
OUT OF LOTS 32 AND 33,
L.R. BELL DEVELOPMENT "E" SUBDIVISION
VOLUME 5, PAGE 57, H.C.M.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS



DRAWN BY: EM DATE: 04/17/2025
REVISED BY: EM DATE: 04/22/2025
SURVEYED, CHECKED: DATE:
FINAL CHECK: DATE:

LOCATION MAP SCALE 1" = 1,000'



TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 77541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	DONNA RICKENBACKER	6300 WEST LOOP SOUTH	BELLAIRE, TX 77401	C/O (713) 560-0058	
ENGINEER:	MARIO A. REYNA, P.E.	115 W. MCINTYRE	EDINBURG, TX 77541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 77541	(956) 381-0981	(956) 381-1839

GENERAL NOTES :

- FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY PANEL NUMBER: 480347 0005 C
MAP REVISED: OCTOBER 19, 1982.
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 16" ABOVE TOP OF CURB MEASURED AT FRONT CORNER OF LOT.
- MINIMUM BUILDING SETBACKS ARE AS FOLLOWS: AS PER CITY OF PHARR ORDINANCE.
- BENCH MARK CITY OF PHARR'S BENCH MARK: BM #47
LOCATED ON THE NORTHWEST CORNER OF THE N. VETERANS BLVD. ("I" ROAD) AND POLK AVENUE INTERSECTION.
EASTING= 1093698.813 NORTHING=16599039.305 ELEVATION= 103.56
- NO STRUCTURE SHALL BE ALLOWED OVER ANY EASEMENT.
- EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
- A 5' SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED ALONG THE WEST SIDE OF N. VETERANS BLVD. ("I" ROAD) AT BUILDING PERMIT STAGE.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- OWNER(S) ARE TO MAINTAIN DETENTION/RETENTION AREAS.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 80,183 CUBIC FEET (1.841 ACRES-FEET) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
- ALL LOT(S) WILL HAVE A NO. 4 REBAR SET ON EACH LOT CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
- DEVELOPER TO CONSTRUCT FENCE FOR LOTS ABUTTING/FRONTING ANY DRAIN DITCH REGARDLESS OF WHO OWNS IT.
- ALL EASEMENTS ARE DEDICATED BY PLAT, UNLESS STATED OTHERWISE.

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

AMBROSIO HERNANDEZ, MAYOR, CITY OF PHARR

ATTEST:

CITY CLERK

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

APPROVED THIS THE ____ DAY OF _____, 20 ____.

DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE ____ DAY OF _____, 2025.

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

PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

STATE OF TEXAS
COUNTY OF _____

I, ME, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS ARBOR VISTA ESTATES PHASE 1, LOT 1 SUBDIVISION, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

ARBOR VISTA ESTATES, LP, A TEXAS LIMITED PARTNERSHIP
BY ARBOR VE GP, LLC, ITS GENERAL PARTNER
BY DWR DEVELOPMENT GROUP, LLC, MANAGING MEMBER

DONNA W. RICKENBACKER, MEMBER
6300 WEST LOOP SOUTH, SUITE 670
BELLAIRE, TEXAS 77401

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONNA W. RICKENBACKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE. THIS THE ____ DAY OF _____, 20 ____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____, 20 ____.

MARIO A. REYNA, PROFESSIONAL ENGINEER NO. 117368
STATE OF TEXAS

DATE PREPARED: 04/17/2025
ENGINEERING JOB NO. 24026.00



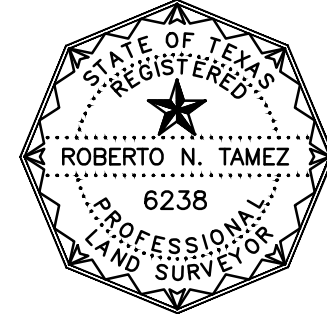
STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, TEXAS.

DATED THIS THE ____ DAY OF _____, 20 ____.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR NO. 6238
STATE OF TEXAS

DATE SURVEYED: 02/07/2024
T-1209, PG. 60
SURVEY JOB # 24026.08

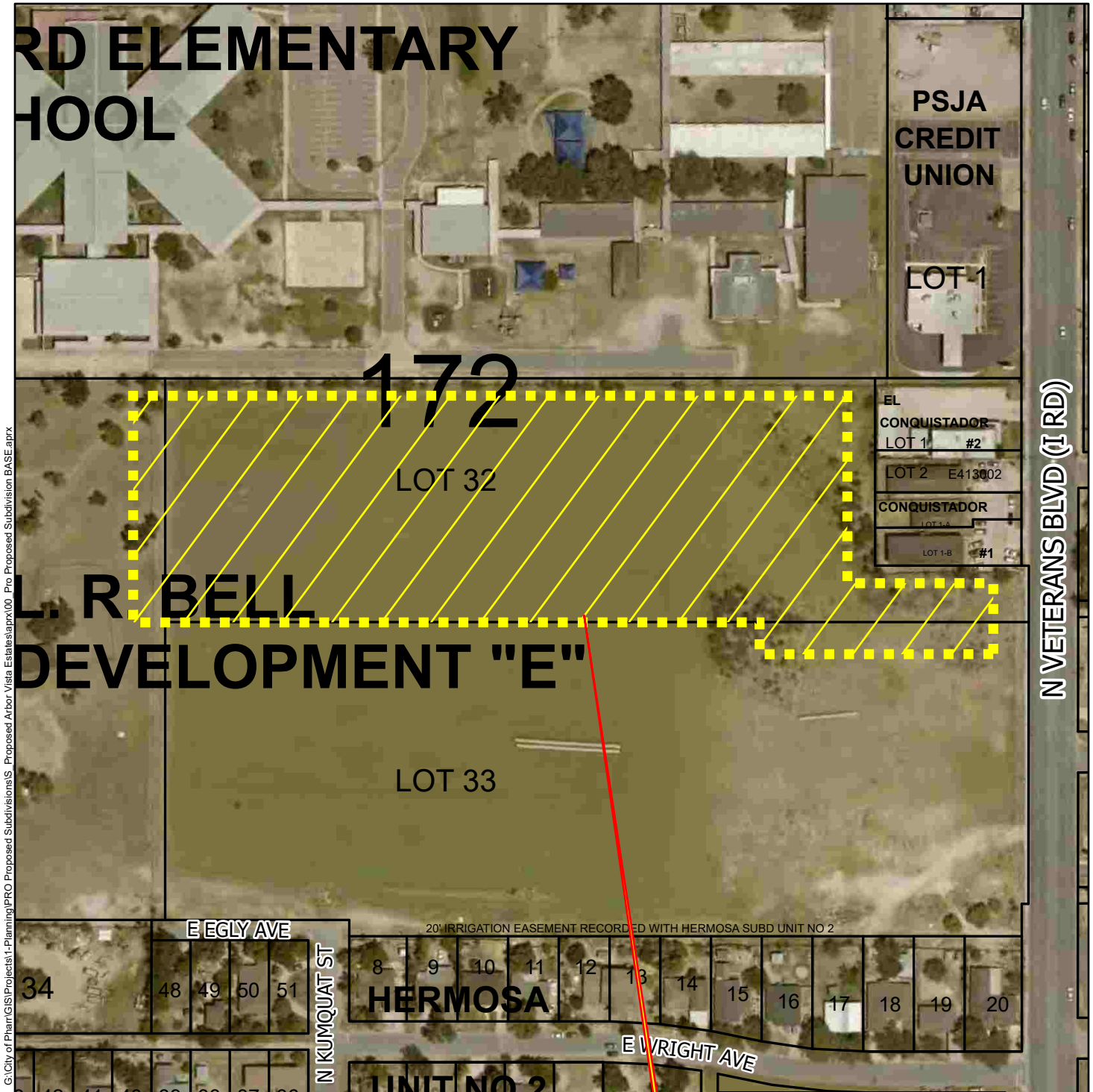


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.,
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

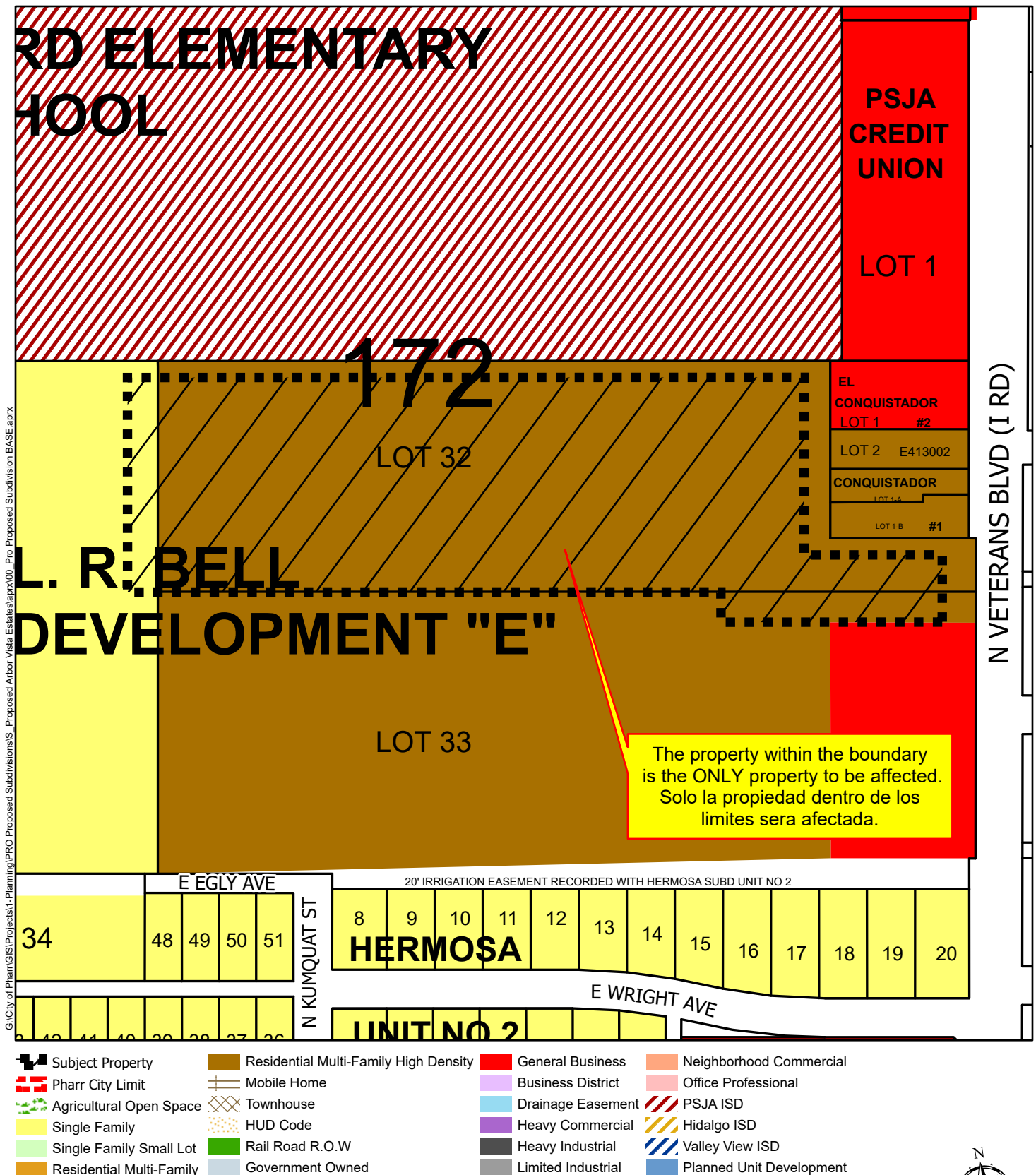
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



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

 Subject Property
 Pharr City Limit





Pharr
Development Services



Site Photo

700 Block of North Veterans Blvd. ("I" Rd.).





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution suspending the June 24, 2025 effective date of proposal by Texas Gas Service Company for interim rate adjustment for cities within Rio Grande Valley service area. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Late last week, Texas Gas Service Company made an Interim Rate Adjustment or “GRIP” filings with the cities in its Rio Grande Valley Service Area. The Company is seeking recovery of \$2,938,032 in invested capital attributable to customers in the Rio Grande Valley Service Area. The current filing will increase rates to residential customers by \$2.63 per month. This compares to a \$3.03 per month increase last year.

The increase is currently scheduled to go into effect on June 24, 2025.

Under the GRIP statute, cities may not challenge the Company’s request. The only action you may take is to suspend the effective date of the rate increase by 45 days. The City has until June 24, 2025 to adopt a Resolution suspending the date or the rate increase would otherwise go into effect.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Resolution to suspend the effective date of the rate increase by 45 days.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 5/13/2025
Approved - 5/16/2025
Approved - 5/16/2025
Final Approval - 5/16/2025

RESOLUTION NO. R-2025-__

A RESOLUTION BY THE CITY OF PHARR TEXAS SUSPENDING THE JUNE 24, 2025 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – RIO GRANDE VALLEY SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Pharr, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Rio Grande Valley Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on April 25, 2025, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective June 24, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, THAT:

1. The June 24, 2025 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Judy J. Hitchye at judy.hitchye@onegas.com, and to Thomas Brocato, legal counsel to the City, at Lloyd

Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 or
tbrocato@lglawfirm.com.

PASSED AND APPROVED this 19th day of May, 2025, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: May 16, 2025

MEETING DATE: May 19, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: In accordance with the City Charter Article III, Section 2, Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners as soon as practical following the election and qualification of new members.

The current Mayor Pro Tem is Commissioner Daniel Chavez and the Alternate is Commissioner Roberto "Bobby" Carrillo.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends approval.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 5/16/2025
New -

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

R E S O L U T I O N

NO. R-2025-

WHEREAS, in accordance with the City Charter of the City of Pharr, Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners of the City of Pharr; as soon as practical following the election and qualification and on annually basis of new members of the Board of Commissioners;

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

1. _____ is hereby appointed Mayor Pro Tem of the City of Pharr.
2. _____ is hereby appointed Alternate Mayor Pro Tem of the City of Pharr.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on the purchase of a Yale GP155VX Forklift Truck for the Public Works Department from Briggs Equipment from Pharr, Texas for the amount of \$125,893.20. (BuyBoard Cooperative Purchasing Program No. 685-22) **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Staff requests authorization to Purchase One (1) New Yale GP155VX Forklift Truck with Rotator attachment for the amount of \$125,893.20 through BuyBoard Cooperative Purchasing Program #685-22 for the Public Works Department. Warranty: 12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain. Project #2425-01-517-P10-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase a GP155VX Forklift Truck

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal

Mayra Gomez

Luis Marin

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/13/2025

Approved - 5/13/2025

Approved - 5/13/2025

Approved - 5/16/2025

Approved - 5/16/2025

Approved - 5/16/2025

Final Approval - 5/16/2025



BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



Model: GLP155VX W/Rotator Attachment

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS		BUYBOARD CONTRACT# 685-22	
CUSTOMER	City Of Pharr Recycling Center		
ADDRESS	1015 E Ferguson Pharr, Texas 78577		
SHIP-TO ADDRESS	1015 E Ferguson Pharr, Texas 78577		
CONTACT NAME	Irma Diaz		
PHONE	SEE DEALER CRM	SHIPPING CUSTOMER	Irma Diaz
PROPOSED BY	Roman Castilleja	TITLE	Account Manager
CELL	956-227-8176	EMAIL	roman.castilleja@briggsequipment.com
DATE	2024-10-07	QUOTE EXPIRATION	2025-04-25



BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



Quoted Model: GLP155VX Available Features

Yale® VERACITOR® GP155VX pneumatic tire lift truck. Nominal 15,500 lb. capacity at a 24" load center. Veracitor trucks feature industrial-grade critical components that maximize productive value and economic life of the lift truck. Their rugged powertrains and cooling systems are designed specifically for tough applications. The isolated powertrain design reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. The cowl-to-counterweight access and on-board diagnostics makes servicing fast, easy and convenient, making the Veracitor® VX series the standard in truck serviceability. Standard Equipment includes: Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat. The innovative Yale® Flex Performance Technology™ offers the flexibility to maximize fuel economy or productivity to match application needs. This feature provides operators the ability to achieve a balance of enhanced performance and superior fuel economy, or to maximize productivity during peak business periods when moving more loads is integral to the success of the operation.

Proposal Summary

BUYBOARD CONTRACT# 685-22

Included Items	Description	Quantity
Model	Yale® GP155VX lift truck - 15,500 lb capacity , Class V, capacity rated before rotator installation.	1
Construction	Keyswitch Start	
Powertrain	Engine -- Kubota 3.8L (91hp / 68kW) LPG Brakes - Premium Oil-Cooled Wet Disc Brakes Single Pedal Inch/Brake Arrangement Electronically Controlled Powershift 2-Speed Transmission	
Powertrain Options	High Air Intake Overhead Exhaust Pressure Sensing Low LPG Fuel Indicator 43.5 lb Steel LPG Fuel Tank with Auxiliary Fill Valve Single Side-Mounted LPG Tank Bracket UL Label - Classification Type LP	
Powertrain Accessories	System Monitoring	
Mast	3 Stage Full Free Lift Mast - Class IV - 185" (4700mm) Maximum Lift Height - 102" (2570mm) Overall Lowered Height - 56" (1440mm) Free Lift Height without Load Backrest - 239" (6054mm) Overall Extended Height with Load Backrest Mast Tilt - 5 Forward / 6 Back	
Carriages & Attachments	78" (1981mm Wide - Class IV - Hook Type Carriage Carriage Side Thrust Rollers- NO SIDE SHIFTER	
Forks	Forks Included With Attachment	
Hydraulics	3 Function (1 Auxiliary Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted	



BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



Included Items	Description	Quantity
Hoses	Hydraulic Attachment Extension Tubes - 1 Pair Mounted on Upper Right Side of Carriage - Plumbed to the 3rd Function 1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 8.25 x 15 - Pneumatic Shaped Solid (PSS) - Dual Drive Wheels Steer Tires - 8.25 x 15 - Pneumatic Shaped Solid	
Operator Compartment	100" (2531mm) Overhead Guard - Grid Style Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard Fire Extinguisher - 2.5 lb. Dry Chemical Rear Drive Handle with Horn Button	
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column Steering Wheel with Spinner Knob	
Seat	Full-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Telemetry	Yale Vision Wireless Monitoring with Cellular connectivity - GSM	
Lights & Alarms	Work Lights - LED Plastic Lens - 2 Front and 1 Rear Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Amber Strobe Light - Ignition Activated	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	Nameplate Modification (SPED) English Literature Pack and Labels	

CURRENT FACTORY LEAD TIME: 24-25 Weeks (Subject to change)

Additional Items or Accessories Included

Description	Quantity
360 Deg. Rotator Attachment W/60" Forks	1



BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



Total Investment

Price GP155VX	\$125,893.20	Qty: 1
Quoted Quantity	1	TOTAL (plus applicable taxes): \$125,893.20

Proposal By:	Roman Castilleja	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



BRIGGS EQUIPMENT
1213 WEST EXPRESSWAY 83
PHARR, Texas 78577
Phone: 956-782-6500



Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMISED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DELIVERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLER'S LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASER THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OR OTHER COMMUNICATIONS.



Vendor Contract Information Summary

Vendor	Briggs Equipment Co.
Contact	Stephen Beaumont
Phone	210-790-4275
Email	stephen.beaumont@briggsequipment.com
Vendor Website	www.briggsequipment.com
TIN	75-2622734
Address Line 1	10540 Stemmons Frwy
Vendor City	Dallas
Vendor Zip	75220
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	N30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20
States	Florida, Texas
Contract Name	Construction, Road and Bridge, and Other Related Equipment
Contract No.	685-22
Effective	12/01/2022
Expiration	11/30/2025
Accepts RFQs	Yes
Quote Reference Number	685-22



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: May 15, 2025

MEETING DATE: May 19, 2025

FROM: Maria Rangel, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Change Order Number 2 and the addition of 15 calendar days to the Pharr-Reynosa International Bridge Expansion. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Change Order #2 (CO #2) includes two items.

- I. The increase of \$36,317.42 and 7 additional calendar days are for the structural expansion joint (SEJ) repairs at Bent 104. Bent 104 serves as the project limit between the Mexican and American sides of the project. The Mexican contractor did not complete this joint and now the American contractor will need to finish the work in order to connect both sides of the bridge in the middle.
- II. The additional 8 calendar days are due to the severe weather event that occurred on March 27, 2025. The project site was flooded out and access was restricted. The severity of the flood caused delays to critical path activities, directly affecting progress in key work areas. The revised completion date is December 12, 2026.

Approval of CO #2 is contingent on approval from TxDOT.
(Project No. 2324-71-510-C05-196)

Fiscal Consideration:

Original Contract: \$47,601,706.75

Change Order #1: -\$824,457.60

Change Order #2: \$36,317.42

Revised Contract: \$46,813,566.57

Staff Recommendation: Staff recommends approval of Change Order #2 in the amount of \$36,317.42 and 7 additional calendar days for work related to the expansion joint and 8 additional calendar days for weather/mud days for a total of 15 additional calendar days.

Alternatives: No alternative. The contractor for the Mexican side of the project has completed his work and demobilized his crew and equipment. It is left to the City of Pharr to put the finishing touches on the joint before connecting to the Mexican side.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel	Created/Initiated - 5/15/2025
Mayra Gomez	Approved - 5/15/2025
Jamison Merrick	Approved - 5/16/2025
Luis Bazan	Approved - 5/16/2025
Ricardo Rodriguez	Approved - 5/16/2025
City Management Office	Final Approval - 5/16/2025



May 01, 2025

David M. Chacon, PE, CCM, CFM.
Senior Project Manager
Brownstone Consultants LLC
PO Box 3898
McAllen, TX 78505

Maria Rangel, PE
City Engineer
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

Re: Pharr International Bridge Expansion Project - Change Order No. 02 Recommendation

Ms. Rangel,

Brownstone Consultants has reviewed and analyzed the following potential change order (PCO) submitted by IOC Company (Contractor).

Potential Change Order #04 (\$36,317.42) – SEJ 4 in & Rail Transitions – During routine construction inspections of the Pharr-Reynosa International Bridge Expansion Project, it was discovered that COCONAL S.A., the contractor responsible for the Mexican portion of the project, did not install the required expansion joint at Bent 104. **Bent 104 serves as the project limit for COCONAL S.A., and is our contractor's (IOC, LLC) connection point.** Additionally, COCONAL S.A. has demobilized from the project, so IOC, LLC will now need to perform this work.

After discovering the issue, Brownstone coordinated a site visit with Structural Engineering Associates (SEA) and IOC to assess the condition and gather topographic data. Based on the findings, SEA prepared an exhibit outlining a proposed solution, which was provided to IOC for review and pricing.

Following the assessment, IOC, LLC proposed two new items of work:

1. **Item PIB-007 PERM CTB (Transition Structure to T501):** Material and labor of 40 linear feet of concrete railing to properly transition to the Mexican railing system, which deviates from the original design. This new railing installation will replace 40 linear feet of Item 0450-6023 RAIL (Type SSTR).
2. **Item 0758-7011 Bridge Joint Replacement (SEJ):** Material and labor of a 4-inch expansion joint, covering 63 linear feet. In addition, IOC, LLC is requesting seven (7) additional working days—two (2) for the rail transition and five (5) for the joint replacement.

Brownstone Consultants has thoroughly reviewed the scope of work and cost proposal submitted by IOC, LLC. To ensure accuracy and fairness, a detailed comparison was made using TxDOT's 12-Month Average Unit Prices, and the proposed unit costs were found to be within an acceptable range. Additionally, Brownstone received written confirmation from SEA that the proposed pricing is fair and appropriate for the revised work, given the unforeseen conditions encountered.



Based on our review, we recommend approving Change Order #02 for \$36,317.42 and seven additional working days.

Please feel free to contact us if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Chacon', is written over a light blue horizontal line.

David M. Chacon, PE, CCM, CFM

Attachments:

- City of Pharr Change Order Form
- TxDOT Form 2146-L
- IOC- PCO No 4
- TxDOT Average Pricing
- Revised Plan Sheets
- SEA Correspondence
- Rain Event Impact Time Suspension

CC:

Cynthia Garza – City of Pharr Assistant City Manager

Sidney Milke, PE - SEA Project Manager

Carlos Del Angel, PMP, CCM – Brownstone Project Executive



CHANGE ORDER

Contractor: IOC Company, LLC

Change Order No.: 2

Project: Pharr-Reynosa International Bridge Expansion

Date: 5/1/2025

CSJ 0921-02-479

Notice to Proceed Date: 5-Aug-24

Change Order Amount: \$36,317.42

You are directed to make the following changes in the Contract Documents:

1. Potential Change Order #4 - \$36,317.42 - Fixing the expansion joint at the Mexican Bent 104 and fixing the guardrail profile transition to match the Mexican concrete railing.

2. Time Extension for Rain Event - 8 Contract days - Awarding a time suspension request made by the contractor due to severe weather.

Reason for Change Order:

1. Potential Change Order #4 (Unforeseen Condition) - Introducing two new items of work to address the necessary structural expansion joint (SEJ) repairs at Bent 104. These include 40 linear feet of Item PIB-007 PERM CTB (Transition Structure to T501) to install the required concrete railing and establish a proper transition to the Mexican concrete railing system, which deviated from the original design. This new railing installation will replace 40 linear feet of the originally planned Item 0450-6023 RAIL (Type SSTR), thereby reducing the quantity of that original item by 40 linear feet. Additionally, 63 linear feet of Item 0758-7011 Bridge Joint Replacement (SEJ) will be used to furnish and install a 4-inch expansion joint. To complete this work, the contractor is also requesting a total of seven (7) additional contract working days—two (2) days allocated for the rail transition and five (5) days for the joint replacement.

2. Time Extension for Rain Event - On March 27, 2025, a significant rain event impacted the Pharr International Bridge project site, resulting in extensive flooding and restricted site access. The severity of the rainfall caused delays to critical path activities, directly affecting progress in key work areas.

	Contract Price	Contract Time (Calendar Days)
Original Contract:	\$ 47,601,706.75	Original Completion Date: 28-Dec-25
Previous Change Order: (+/-)	\$ (824,457.60)	Additional Days: 15
This Change Order: (+/-)	\$ 36,317.42	Revised Completion Date: 12-Jan-26
Revised Contract Amount:	\$ 46,813,566.57	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor

Authorized Signature

Date

Recommended:

David M. Chacon, PE, CCM, CFM

05/05/2025

Project Engineer/Architect/Manager

Authorized Signature

Date

Maria Rangel, PE, CFM

City Engineer

Authorized Signature

Date

Approved:

Dr. Jonathan Flores

City Manager

Authorized Signature

Date

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 02

1. CONTRACTOR: IOC Company LLC

2. Change Order Work Limits: Sta. 100+00.00 to Sta. 100+00.00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

The expansion joint at Bent 104 on the Mexican side was not installed by the Mexican contractor. In response to this issue, representatives from the design team, the contractor, and Brownstone conducted a site visit to the Mexican Bridge to perform a condition assessment and collect topographic data necessary to develop a proposed solution. An exhibit outlining the recommended fix was subsequently prepared by SEA and shared with the contractor for review.

CCSJ: 0921-02-479
Project: PIB Expansion
Highway: N/A
County: Hidalgo
District: Pharr - 21
Contract Number: STP2B24(205)MM

5. New or revised plan sheet(s) are attached and numbered: 3,127,153, 294A, 295A

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.	The following information must be provided
	Time Ext. #: <u>2</u> Days added on this C.O.: <u>15</u> Amt. added by this change order: <u>\$36,317.42</u>
THE CONTRACTOR By _____ Typed/Printed Name _____ Typed/Printed Title _____	For TxDOT use only:
	Days participating: _____
	Amount participating: _____
	Signature _____ Date _____ PIB Expansion Name/Title _____

RECOMMENDED FOR EXECUTION:

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Pharr - 21

Name/Title Date

Name/Title Date
☐ APPROVED

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 02

Estimated Cost: 0921-02-479

CCSJ: 0921-02-479

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
PIB-007	PERM CTB (Trans. Struct. to T501)	LF	198.88	0.00	0.00	40.00	7,955.20	7,955.20
0758-7011	Bridge Joint Replacement (SEJ)	LF	481.94	0.00	0.00	63.00	30,362.22	30,362.22
0450-6023	Alternate: RAIL (TY SSTR)	LF	50.00	220.00	11,000.00	180.00	9,000.00	- 2,000.00
TOTALS					11,000.00		47,317.42	36,317.42

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 02

TABLE B: Contract Items (Continued)

CCSJ: 0921-02-479

[illegible]



Company L.L.C.

Owner: The City of Pharr

Engineer: SEA

IOC Project No: 24-1010

PCO: 004 Add Items PIB-0007 & 0785-7011 and Adjust QTY for Item 0450-6023

ITEM	DESCRIPTION	QTY ORIGINAL	PCO QUANTITY	QTY ORIGINAL + REVISED	UNIT	UNIT PRICE	PCO CHANGE AMOUNT	TOTAL ITEM AMOUNT
0450-6023	ALTERNATE: RAIL (TY SSTR)	220.000	-40.000	180.000	LF	\$ 50.00	(\$2,000.00)	\$ 9,000.00
0785-7011	BRIDGE JOINT REPLACEMENT	0.000	63.000	63.000	LF	\$ 481.94	\$30,362.22	\$ 30,362.22
PIB-0007	PERM CTB (TRAN SSTR TO T501)	0.000	40.000	40.000	LF	\$ 198.88	\$7,955.20	\$ 7,955.20
		TOTAL AMOUNT PCO-004 CHANGE					\$36,317.42	



9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Brownstone Consulting
P.O. Box 3898
McAllen, TX 78505

April, 24, 2025

Attention : David Chacon, P.E.
Director of CEI Services

RE: IOC PCO -004 Add Items for Retro-Fit SEJ 4in & Rail Transitions
PROJECT : PHARR INTERNATIONAL BRIDGE EXPANSION
CSJ.: 0921-02-479
COUNTY: HIDALGO

Mr. Chacon,

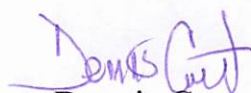
This is to submit our price proposal to add New Items of Work, PIB-007 PERM CTB (TRAN SSTR TO T501) 40.00 LF and 0785-7011 BRIDGE JOINT REPLACEMENT (SEJ) 63.00 LF. Pricing is based on revised plan sheets received detailing the added work. Please note that the 40.00 LF of rail transition replaces 40.00 LF of existing Bid Item 0450-6023 ALTERNATE: RAIL (TY SSTR) reducing the quantity for Item 0450-6023 by 40.00 LF.

Our price for PIB-007 PERM CTB (TRAN SSTR TO T501) 40.00 LF is \$198.88 LF for a total amount of \$7955.20, the price for Item 0785-7011 BRIDGE JOINT REPLACEMENT (SEJ) 63.00 LF is \$481.94 LF for a total amount of \$30,362.22.

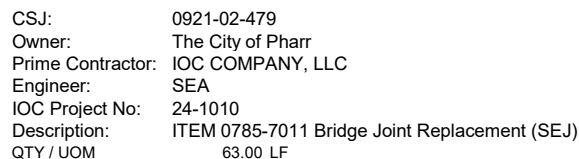
IOC Company is requesting an additional 7 contract working days for the work to include these 2 new items of work, 2 days for the rail transition work and 5 days for the joint replacement item.

Please contact us at 956-250-8718 should you have any questions or require additional information.

Respectfully,


Dennis Covert
Project Manager

Attachments: PCO Pricing Supporting Documents

[illegible]



CMC Construction Services
Louisiana / Oklahoma / Texas
1-877-785-4497

QUOTE

Number	472372
Date	10/22/2024
Page	1

Ship-to: **PRBR**
PHARR-REYNOSA BRIDGE EXP
CSJ: 921-02-479
IOC COMPANY LLC - 24-1010
9900 S CAGE BLVD
PHARR TX 78577-9721

Bill-to: **443400**
IOC CO LLC
9312 E CURVE RD
EDINBURG TX 78542-4129

Reference #	Slsp	Terms	Whse	Freight	Ship Via
PO#	MPM	Net 30 Days	06	PREPAID	OT

Quoted By: MPM	Quoted To: FLORENCIO MORENO 227-1671	Effective: 10/22/2024	Expires: 11/22/2024
-----------------------	---	------------------------------	----------------------------

Item	Description	Ordered	UM	Price	UM	Extension
50692	2" x 4" x 16' #2 Fir/Spruce White Wood	1385	PC	7.650	PC	10595.25
3802616	2" x 6" x 16' #2 Fir/Spruce White Wood	324	EA	13.950	EA	4519.80
34BB	3/4" BB Plyform OES 4' x 8' Sheet	208	PC	34.650	PC	7207.20
44162	4" x 4" x 16' #2 Yellow Pine	82	PC	18.350	PC	1504.70
NR90AES1M	METABO HPT 3.5-IN 21-DEGREE PNEUMATIC FRAMING NAILER	1	EA	225.000	EA	225.00
NS3.5FN21D	21 DEG FRAMING NAILS 3-1/2" 2000/BOX	2	BX	96.000	BX	192.00
NS902546	6-GAL AIR TANK, PANCAKE METABO	1	EA	252.000	EA	252.00
NS1166096	1/4" AIRHOSE METABO 50'	1	EA	43.950	EA	43.95
PCO 004 (8) 2x4x16 at \$7.65 EA = \$61.20 (3) 3/4" BB Plyform at \$34.65 EA = \$103.95 Form materials Total \$165.15 rounded down to \$1.64 per SF \$164.00						

QUOTE

Merchandise	Misc	Tax	Freight	Total
24539.90	.00	40.26	.00	24580.16

... Last Page

Notwithstanding any provision(s) of this proposal or potential Subcontract or Purchase Order, if Vendor's work is delayed, disrupted, suspended, or otherwise impacted as a direct result of an epidemic, including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Vendor's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restriction and/or directives; and/or (5) fulfillment of Vendor's contractual or legal health and safety obligations associated with an epidemic; then, Vendor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of the Subcontract or Purchase Order, Vendor shall be entitled to an equitable adjustment to the Subcontract or Purchase Order price for such increases, provided that Vendor bears the burden of documentation of such increases (including the original prices) and evidence of Vendor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original / un-impacted prices.

SOQ



02-472372



**CMC STEEL FABRICATORS, INC.**

15019 IH-35

Austin, TX 78610

Phone: 512 523 3392

Fax: 512 312 1732

QUOTATION

Date: March 12, 2025

Bid Date:

Estimate Number: TXR250320

Customer: IOC Company, LLC

Project Name: Pharr – Reynosa International Bridge

Project Number: 0921-02-479

Project Address:

Attention: Dennis Covert

We propose to furnish items as described at prices stated, and, unless otherwise specified by us, under our regular conditions and terms of acceptance, sale, and payment.

PROPOSAL			
QTY.	U.O.M.	DESCRIPTION	PRICE
63	LF	4" Sealed Expansion Joint (SEJ-M)	\$180.00 / LF
NOTE: SEJ-M quoted price includes D S Brown SSCM2 rail (A36 domestic) with A2R elastomeric gland, 5/8"x6" studs @ 6" c.c., all required fabrication, painting and shop drawings. 1 job site delivery.			

F.O.B. Truck-Job SiteTerms: **Net 30**Prices in Effect for 30 Days.

Based upon approval of seller's credit department.

Prices based on quantities shown.

Any changes may affect prices.

CMC STEEL FABRICATORS, INC.

P.O. Box 3195

Austin, TX 78764

Phone 512.523.3392

Fax 512.312.1732

www.cmc.com

COMMITMENT
YOU CAN COUNT ON



TERMS OF PAYMENT - Net 30 days from the date of shipment with no retention of funds. This offer is subject to approval of Seller's credit department.

CLAIMS - Any claims for alleged material shortages or discrepancies shall be reported to Seller within 14 calendar days after receipt of material or claim shall be denied. No work shall be performed and no back charges will be accepted without the Seller's prior consent. Seller shall promptly repair or replace any non-conforming material. Seller shall not be liable for any direct, indirect, incidental, consequential or liquidated damage resulting from the fact that material does not conform to the applicable Plans and Specifications.

WARRANTY - Supplier warrants, for a period of one (1) year from final delivery, that the goods furnished shall meet the specifications set forth in the Plans and Specifications. **THIS WARRANTY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.** Supplier's warranty does not extend to any materials that have been misused, abused, modified, improperly or insufficiently maintained; to defects caused by normal wear and tear under normal usage; or to any materials supplied but not manufactured by Supplier.

DELAY - Delivery schedule to be negotiated. However, Seller shall be excused for any delay in performance due to acts of God, war, acts of civil or military authorities, floods, accidents or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.

ASSIGNMENT - Seller reserves the right to assign all or part of any contract resulting from this proposal to another division of the CMC Rebar.

INDEMNIFICATION - Seller will be liable for its own actionable negligence only and will not be liable for the negligence of Buyer or any other third party, liquidated or consequential damages.

INSURANCE - Seller shall maintain commercial general liability, automobile liability, workers' compensation and employer liability insurance coverage and will, upon request, furnish Purchaser with evidence of that coverage. Seller will not name Buyer, Buyer's customer or anyone else as an additional insured or waive its rights of subrogation under any insurance owned by Seller."

ACCEPTANCE - This proposal cancels and supersedes all other proposals, negotiations and representations, verbal or written, made prior to the above date. Seller must receive a Letter of Commitment within 30 days of this quotation stating that the seller's offer is accepted as quoted. A formal Purchase Order or Seller's Quotation Accepted, must be received within 30 days of date of quotation. Prices are subject to change thereafter.

COVID - "Notwithstanding any provision(s) of this [Agreement//Purchase Order], if Vendor's work is delayed, disrupted, suspended, or otherwise impacted for any period of time as a direct result of an epidemic ("Epidemic Time Impact"), including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Vendor's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restriction(s) and/or directive(s); and/or (5) fulfillment of Vendor's contractual or legal health and/or safety obligations associated with an epidemic; then, Vendor shall not be subject to liquidated damages pursuant to Section ___ of this [Agreement//Purchase Order] for the Epidemic Time Impact and Vendor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for the Epidemic Time Impact."

PLEASE ADDRESS ALL CORRESPONDENCE RELATIVE TO THIS PROPOSAL TO:

Brian Luensmann

brian.luensmann@cmc.com

254-216-2543

Should you desire to enter into a contract with CMC Rebar on the basis set forth herein, please sign and return to us within 30 days one original of this proposal which shall become a contract upon, but not before, acceptance by our office at Seguin, Texas.

	SELLER	BUYER
Company:	CMC	
By:	<i>Brian Luensmann</i>	
Date:	March 12, 2025	



QUOTATION

Prepared for:

Quote Created 4/29/2024
Expires On 12/31/2024
SHIP-TO PHARR-REYNOSA INTERNATIONAL

CUSTOMER I.O.C. COMPANY LLC
002613 9312 EAST CURVE RD
EDINBURG TX 78542

PHONE: 956.380.2897 Fax: 956.380.4085
QUOTE ID PHARR INT. BRIDGE

DELIVERY SALESPERSON 03 ZONE
INSTR. STANDARD MILEAGE .00
CUST PO #

PRODUCT CODE	DESCRIPTION	QTY ORD	QUOTE PRICE	QUOTE DISC	TX
3078.03	TX DOT CLASS A	.00 CY	138.00	0.0000	Y
2015.03	TX DOT CLASS B	.00 CY	136.00	0.0000	Y
4118.03	TX DOT CLASS C	.00 CY	144.00	0.0000	Y
4119.02	TX DOT CLASS S	.00 CY	149.00	0.0000	Y
4201.03	TX DOT CLASS P	.00 CY	160.00	0.0000	Y
4120.03	TX DOT CLASS SS	.00 CY	167.00	0.0000	Y
ICE.03	Ice	.00 LB	.75	0.0000	Y

QUOTE TOTALS	NON-TAX	TAXABLE	SUB-TOTAL	SALES TAX	TOTAL
	.00	.00	.00	.00	.00

NOTES:

PRICE ESCALATOR OF \$5.00 PER CUBIC YARD BEGINNING ON JANUARY 1, 2025. AND EVERY SIX (6) MONTHS THERE AFTER.

Work to be performed in the second material escalation period, add \$10.00 per CY to base price of \$149.00, PCO = \$159.000 CY

- * Currently there is a shortage on flyash, above prices are qutoed with flyash unless otherwise specified.
- * If flyash is unavailable, a straight mix will be sent with an additional price of \$3.00 per yard.
- * Unless otherwise noted above add a \$2.50 escalator per quarter.
- * Price only valid if awarded entire project.
- * Call our office for a quote as second supplier.
- * Price does not include taxes.
- * Add \$5.00 per cubic yard for Fibermesh.
- * Add \$60.00 per hour Demurrage for truck time if not unloaded in 1 hour.
- * Temperature control (ICE) price available upon request.
- * Minimum load size of 5 cubic yards at the same location.
- * Only 1 call back for orders over 10 cubic yards.



www.riograndesteel.com

Date: 4/29/2024

Contractor:

Project: Pharr Reynosa Bridge Expansion

Rio Grande Concrete Accessories & Supplies, Ltd

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

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

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

**DBE Certified
VN 19573**

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

DOMESTIC GRADE 60

.49 ~~-.54~~ Lb. / TY SSTR (23') 36" 8.95 LF

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

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

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

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

Company: _____

Agent _____ Date _____

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

Rental Rate Blue Book®

April 9, 2025

Simon Aerials RP66 (disc. 1997)
 I.C. Self Propelled Telescopic Boom Aerial Lifts


Size Class:

61 - 70 ft

Weight:

28500 lbs
Configuration for RP66 (disc. 1997)

Horsepower	65.0 hp	Maximum Platform Capacity	500.0 lbs
Maximum Platform Height	792.0 in	Power Mode	Gasoline

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$10,425.00	USD \$2,920.00	USD \$730.00	USD \$110.00	USD \$25.13	USD \$84.36
Adjustments						
Region (100%)	-	-	-	-		
Model Year (1997: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$10,425.00	USD \$2,920.00	USD \$730.00	USD \$110.00	USD \$25.13	USD \$84.36

Non-Active Use Rates

	Hourly
Standby Rate	USD \$31.16
Idling Rate	USD \$66.93

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30.03%	USD \$3,130.89/mo
Overhaul (ownership)	47.4%	USD \$4,941.40/mo
CFC (ownership)	11.74%	USD \$1,223.58/mo
Indirect (ownership)	10.83%	USD \$1,129.13/mo
Fuel (operating) @ USD 3.13	30.64%	USD \$7.70/hr

Revised Date: 2nd quarter 2025

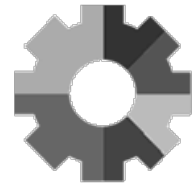
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Rental Rate Blue Book®

Ford SUPER DUTY F-250 LARIAT 4X2 DIESEL
Light Duty Trucks

Size Class:
2
Weight:
N/A



Configuration for SUPER DUTY F-250 LARIAT 4X2 DIESEL

Power Mode Model Trim	Diesel Lariat	Wheelbase Gross Vehicle Weight Rating	148 Inches 10000 Pounds
--------------------------	--------------------------	--	------------------------------------

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,120.00	USD \$1,155.00	USD \$290.00	USD \$44.00	USD \$18.21	USD \$41.62
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 97.24%)	(USD \$113.53)	(USD \$31.83)	(USD \$7.99)	(USD \$1.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,006.47	USD \$1,123.17	USD \$282.01	USD \$42.79	USD \$18.21	USD \$40.97

Non-Active Use Rates

	Hourly
Standby Rate	USD \$13.86
Idling Rate	USD \$28.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.39%	USD \$1,128.28/mo
Overhaul (ownership)	39.11%	USD \$1,611.34/mo
CFC (ownership)	16.37%	USD \$674.52/mo
Indirect (ownership)	17.13%	USD \$705.86/mo
Fuel (operating) @ USD 3.70	33.77%	USD \$6.15/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Rental Rate Blue Book®

April 7, 2025

Atlas Copco XAS 185 KD
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cu ft/min
Weight:
N/A



Configuration for XAS 185 KD

Horsepower 49.6 hp

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,065.00	USD \$1,140.00	USD \$285.00	USD \$43.00	USD \$22.41	USD \$45.51
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,065.00	USD \$1,140.00	USD \$285.00	USD \$43.00	USD \$22.41	USD \$45.51

Non-Active Use Rates

	Hourly
Standby Rate	USD \$6.49
Idling Rate	USD \$29.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	13.2%	USD \$536.66/mo
Overhaul (ownership)	71.91%	USD \$2,923.21/mo
CFC (ownership)	8.07%	USD \$328.08/mo
Indirect (ownership)	6.82%	USD \$277.04/mo
Fuel (operating) @ USD 3.70	29.45%	USD \$6.60/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Rental Rate Blue Book®

April 7, 2025

Miller Electric BOBCAT 250 NT
 Portable Welders

 Size Class:
201 - 300 A
 Weight:
N/A

Configuration for BOBCAT 250 NT

Amps	250	Current	AC/DC
Horsepower	20 hp	Mounting	Trailer
Power Mode	Gasoline		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$225.00	USD \$63.00	USD \$16.00	USD \$2.00	USD \$6.33	USD \$7.61
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$225.00	USD \$63.00	USD \$16.00	USD \$2.00	USD \$6.33	USD \$7.61

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.99
Idling Rate	USD \$5.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.3%	USD \$88.43/mo
Overhaul (ownership)	22.53%	USD \$50.70/mo
CFC (ownership)	19.4%	USD \$43.64/mo
Indirect (ownership)	18.77%	USD \$42.23/mo
Fuel (operating) @ USD 3.13	73.3%	USD \$4.64/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Miscellaneous CHIPPERS-LIGHT
Chipping Hammers Rivet Busters

Size Class:
All
Weight:
N/A



Configuration for CHIPPERS-LIGHT

Blows Per Minute **1200.0** Power Mode **Air**
Type **6" stroke**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$26.00	USD \$7.00	USD \$2.00	USD \$0.30	USD \$0.18	USD \$0.33
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$26.00	USD \$7.00	USD \$2.00	USD \$0.30	USD \$0.18	USD \$0.33

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.06
Idling Rate	USD \$0.15

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25.32%	USD \$6.58/mo
Overhaul (ownership)	61.69%	USD \$16.04/mo
CFC (ownership)	6.49%	USD \$1.69/mo
Indirect (ownership)	6.49%	USD \$1.69/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Miscellaneous STANDARD 30-40 LBS
Hand-Held Pavement Breakers

Size Class:
To 40 lbs
Weight:
N/A



Configuration for STANDARD 30-40 LBS

Weight 35 lbs

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$77.00	USD \$22.00	USD \$6.00	USD \$0.90	USD \$0.55	USD \$0.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$77.00	USD \$22.00	USD \$6.00	USD \$0.90	USD \$0.55	USD \$0.99

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.13
Idling Rate	USD \$0.44

Rate Element Allocation

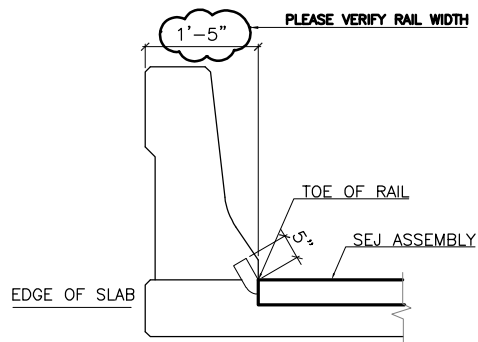
Element	Percentage	Value
Depreciation (ownership)	16.88%	USD \$13.00/mo
Overhaul (ownership)	69.26%	USD \$53.33/mo
CFC (ownership)	7.14%	USD \$5.50/mo
Indirect (ownership)	6.71%	USD \$5.17/mo

Fuel cost data is not available for these rates.

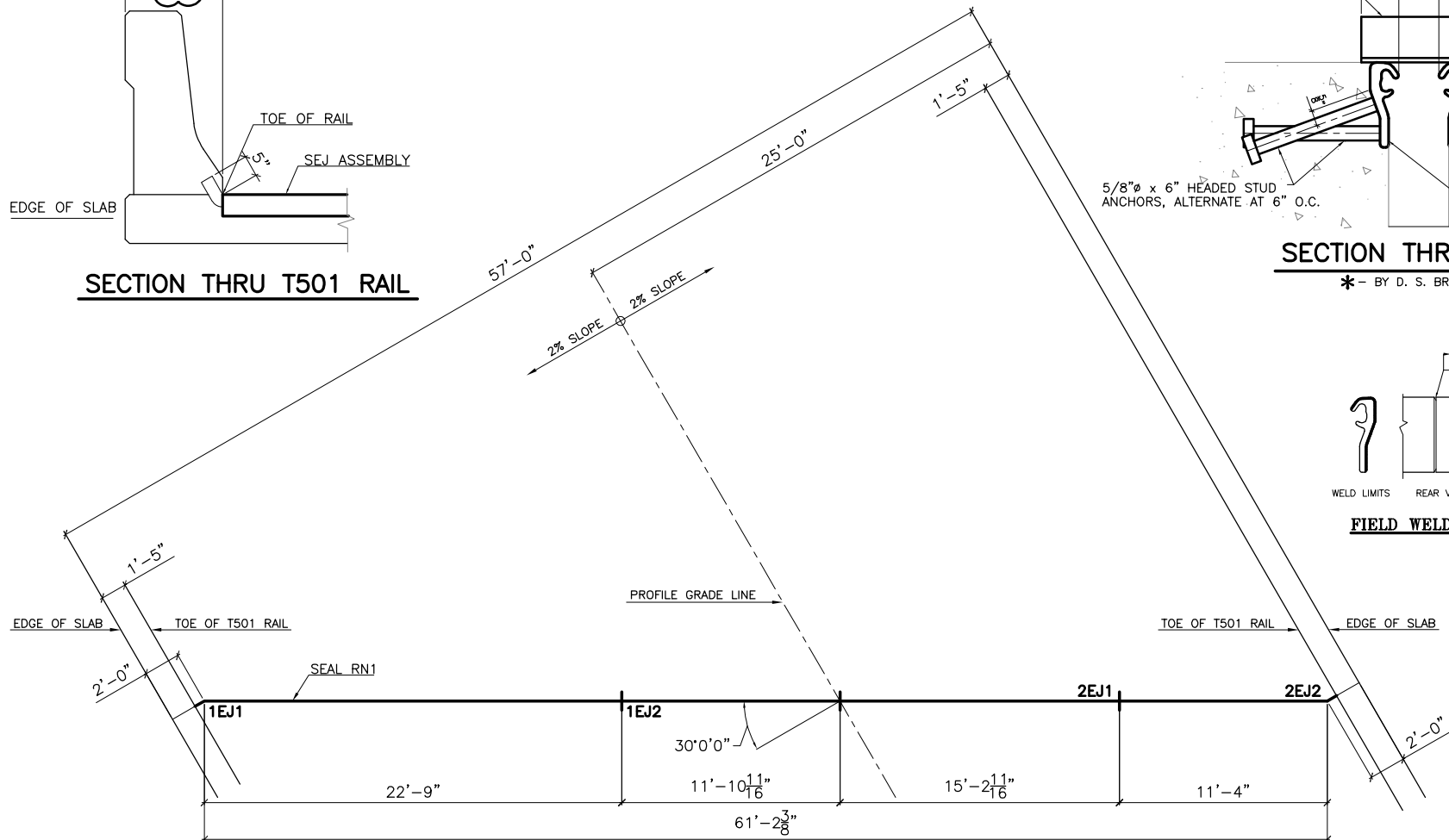
Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)



SECTION THRU T501 RAIL

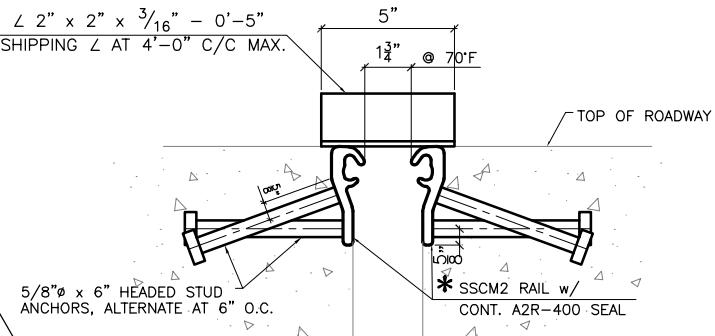


AT 1 LIKE LOCATION: BENT 104

PHARR - REYNOSA
INTERNATIONAL BRIDGE
EXPANSION PROJECT

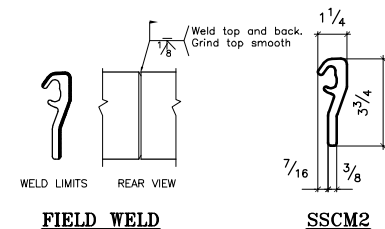
SEALED EXPANSION JOINT LAYOUT

$\angle 2" \times 2" \times \frac{3}{16}" - 0'-5"$
SHIPPING $\angle$ AT $4'-0"$ C/C MAX.



SECTION THRU JOINT

* - BY D. S. BROWN



FIELD WELD

SSCM2

FOR REVIEW AND COMMENTS
03/18/2025

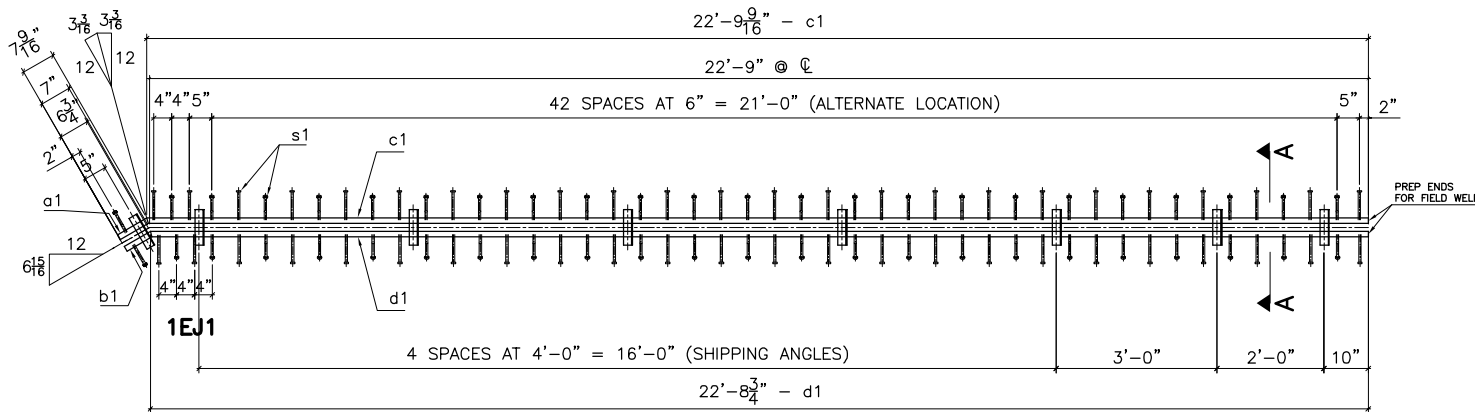
BACKCHARGES:
Back charges of any nature for corrective work or replacement material will not be accepted unless authorized by Seller. Costs that are incurred without the Seller's prior approval will be for the Buyer's account.

Rev.	Date	Description
1		
2		
3		
4		

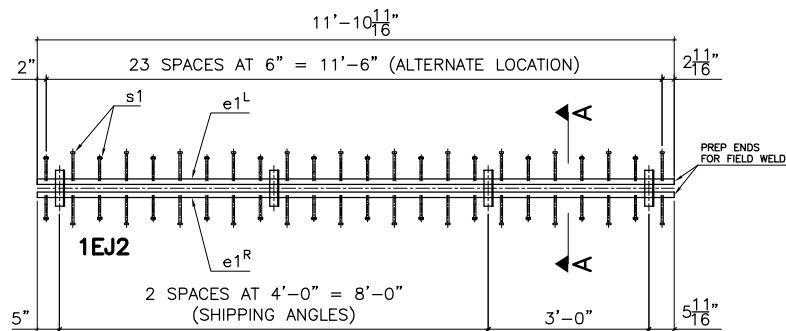


CMC Construction Services - 2001 BRITTMORE RD. HOUSTON, TEXAS 77043 - (713) 690-0347	
CUSTOMER: IDC COMPANY, LLC	JOB # 25-915
PROJECT: 2324-71-510-C05-196 CTRL: 0921-02-479	DATE: 3-18-25
LOCATION: PHARR-REYNOSA INTERNATIONAL BRIDGE HILDAGO COUNTY	DWN: JR CHK: JR
ARCH/ENG: TX DOT	SHEET # E1

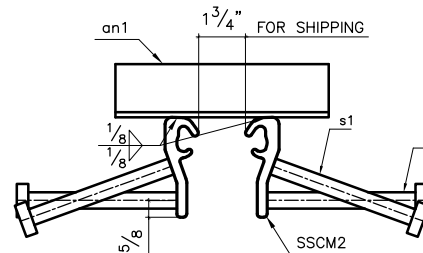
SEJ-M (4") ~ PLAN LAYOUT



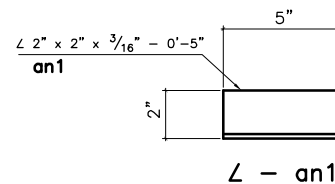
1 - EXP. JOINT ~ MK 1EJ1



1 - EXP. JOINT ~ MK 1EJ2



SECTION A-A



Bill of Material

Detail Mark	#	SECTION	LENGTH	SHP#	SHPMRK	REMARKS
		SEJ-SSCM2		1	1EJ1	N/A 23.33'
a1	1	EXT SSCM2	0'-7 9/16			DSB
b1	1	EXT SSCM2	0'-6 7/4			DSB
c1	1	EXT SSCM2	22'-9 9/16			DSB
d1	1	EXT SSCM2	22'-8 3/4			DSB
an1	8	L 2 x 2 x 3/16	0'-5			
s1	96	WS 5/8x6				
		SEJ-SSCM2		1	1EJ2	N/A 11.89'
e1RL	2	EXT SSCM2	11'-10 11/16			DSB 1 ^R & 1 ^L
an1	4	L 2 x 2 x 3/16	0'-5			
s1	48	WS 5/8x6				
		NEOPRENE SEAL				
		A2R-400	63'-9	1	RN1	DSB



PAINT LIMITS

PAINT ENTIRE STEEL SECTION

- GENERAL NOTES:**
- 1- Studs are to be elec. arc end welded with complete fusion.
 - 2- All steel to be A36 and DOMESTIC.
 - 3- Material for studs shall conform to ASTM-A108, grades 1015, 1018, or 1020.
 - 4- One shop splice will be permitted in each shipping length provided no piece is less than 2'-0" in length and sufficient studs are added to limit the stud to shop splice distance to 2" minimum & 4" maximum.
 - 5- Shop and field splices shall be made by butt welding with areas in contact with preformed joint sealer to be ground smooth.
 - 6- Weld studs in accordance with AWS D1.1.

DSB - BY D. S. BROWN
SHOP / SHERWIN WILLIAMS ZINC CLAD III HS 100

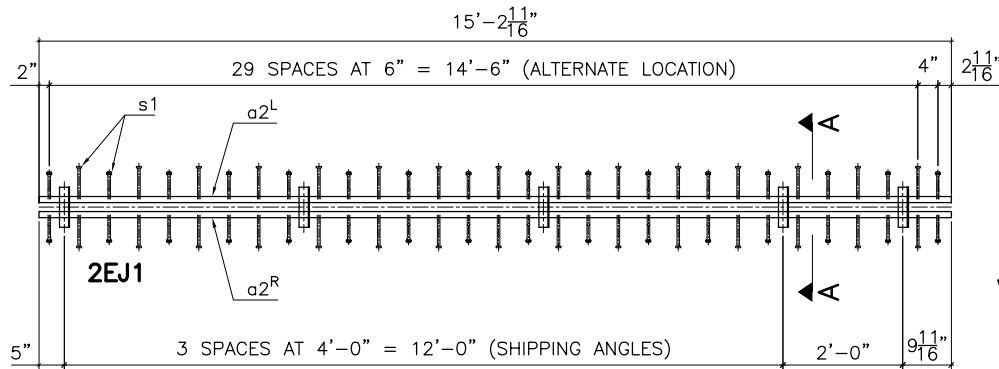


BACKLOGS:
Back charges of any nature for corrective work or replacement material will not be accepted unless authorized by Seller. Costs that are incurred without the Seller's prior approval will be for the Buyer's account.

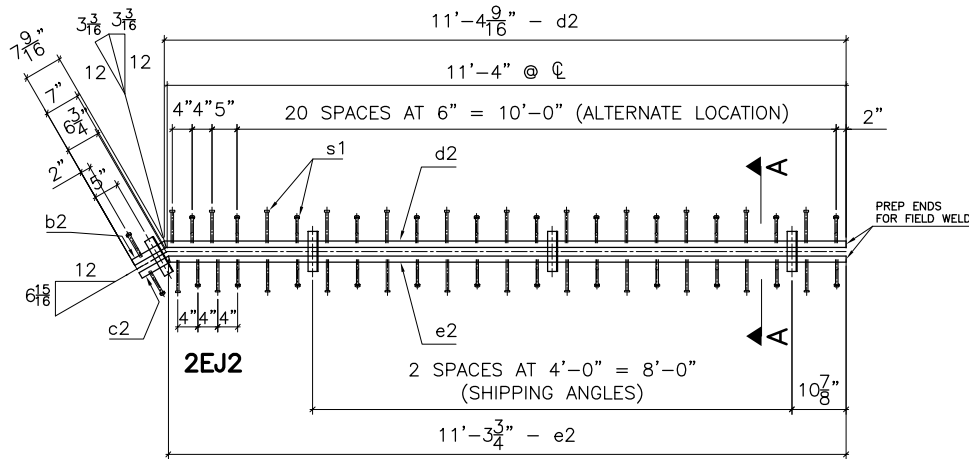
Rev.	Date	Description
1		
2		
3		
4		

CMC Construction Services - 2001 BRITTMORE RD. HOUSTON, TEXAS 77043 - (713) 690-0347
CUSTOMER: IOC COMPANY, LLC
PROJECT: 2324-71-510-C05-196 CTRL: 0921-02-479
LOCATION: PHARR-REYNOSA INTERNATIONAL BRIDGE HILDAO COUNTY
ARCH/ENG: TX DOT
JOB # 25-915
DATE: 3-18-25
DWN: JR
CHECK: JR
SECRET # 1

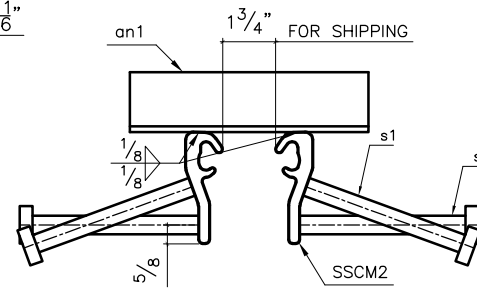
SEJ-M (4") ~ SHOP DETAILS



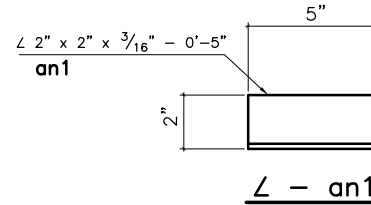
1 - EXP. JOINT ~ MK 2EJ1



1 - EXP. JOINT ~ MK 2EJ2



SECTION A-A



an1



PAINT LIMITS
PAINT ENTIRE STEEL SECTION

- GENERAL NOTES:**
- 1- Studs are to be elec. arc end welded with complete fusion.
 - 2- All steel to be A36 and DOMESTIC.
 - 3- Material for studs shall conform to ASTM-A108, grades 1015, 1018, or 1020.
 - 4- One shop splice will be permitted in each shipping length provided no piece is less than 2'-0" in length and sufficient studs are added to limit the stud to shop splice distance to 2' minimum & 4' maximum.
 - 5- Shop and field splices shall be made by butt welding with areas in contact with preformed joint sealer to be ground smooth.
 - 6- Weld studs in accordance with AWS D1.1.

DSB - BY D. S. BROWN
SHOP PAINT/ SHERWIN WILLIAMS ZINC CLAD III HS 100



CMC Construction Services - 2001 BRITTMORE RD. HOUSTON, TEXAS 77043 - (713) 690-0347
CUSTOMER: IOC COMPANY, LLC
JOB # 25-915

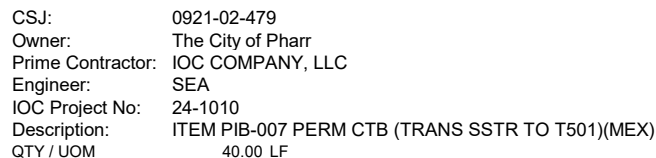
PROJECT: 2324-71-510-C05-196 CTRL: 0921-02-479 DATE: 3-18-25
LOCATION: PHARR-REYNOSA INTERNATIONAL BRIDGE HILDAGO COUNTY TX: JR CHK: JR
ARCH/ENG: TX DOT
SHEET # 2

SEJ-M (4") ~ SHOP DETAILS

FOR REVIEW AND COMMENTS
03/18/2025

BACKCHARGES:
Back charges of any nature for corrective work or replacement material will not be accepted unless authorized by Seller. Costs that are incurred without the Seller's prior approval will be for the Buyer's account.

Rev.	Date	Description
1		
2		
3		



DESCRIPTION	QTY	UOM	< MANUAL INPUT UNIT/CREW COST >					<----- TOTAL COST ----->					
			LBR-SLRY	LBR-HRLY	MTL	EQM	SUB	LBR-	LBR-	MTL	EQM	SUB	LINE TOTAL
LABOR													
Foreman	20.00	HR	\$ 50.00					\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Form Setter	40.00	HR	\$ 18.00					\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ 720.00
Laborer	60.00	HR	\$ 16.00					\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ 960.00
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT													
3/4 Ton Pickup	20.00	HR				\$ 40.97		\$ -	\$ -	\$ -	\$ 819.40	\$ -	\$ 819.40
Small Generator-	10.00	HR				\$ 5.51		\$ -	\$ -	\$ -	\$ 55.10	\$ -	\$ 55.10
						\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIAL													
CL C Concrete	4.00	CY			\$ 154.00			\$ -	\$ -	\$ 616.00	\$ -	\$ -	\$ 616.00
Ice for Concrete Temperature Control	120.00	LB			\$ 0.75			\$ -	\$ -	\$ 90.00	\$ -	\$ -	\$ 90.00
Reinforcing Steel	906.00	LB			\$ 0.49			\$ -	\$ -	\$ 443.94	\$ -	\$ -	\$ 443.94
Forming Materials	227.00	SF			\$ 2.14758			\$ -	\$ -	\$ 487.50	\$ -	\$ -	\$ 487.50
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTOR													
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOBILIZATION													
								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							SUBTOTAL	\$ 2,680.00	\$ -	\$ 1,637.44	\$ 874.50	\$ -	\$ 5,191.94
			OVERTIME FACTOR:	0.00%	OF	\$ -	OF LBR		\$ -				\$ -
			LABOR BURDEN():	55.00%	OF	\$ 2,680.00	OF LBR	\$ 1,474.00					\$ 1,474.00
				55.00%	OF	\$ -	OF LBR		\$ -				\$ -
			TAX:	0.00%	OF	\$ 1,637.44	OF MTL			\$ -			\$ -
							DIRECT COSTS:	\$ 4,154.00	\$ -	\$ 1,637.44	\$ 874.50	\$ -	\$ 6,665.94
							LABOR @	25.00%	\$ 670.00	\$ -			\$ 670.00
							MATERIAL @	25.00%			\$ 409.36		\$ 409.36
							EQUIPMENT @	15.00%			\$ 131.18		\$ 131.18
							SUBCONTRACTS @	5.00%				\$ -	\$ -
							COMPENSATION	\$ 4,824.00	\$ -	\$ 2,046.80	\$ 1,005.68	\$ -	\$ 7,876.48
							BOND @	1.00%	\$ 48.24	\$ -	\$ 20.47	\$ 10.06	\$ 78.76
							TOTAL COST:	\$ 4,872.24	\$ -	\$ 2,067.27	\$ 1,015.73	\$ -	\$ 7,955.24
											40.00 LF		\$ 198.80



CMC Construction Services
Louisiana / Oklahoma / Texas
1-877-785-4497

QUOTE

Number	472372
Date	10/22/2024
Page	1

Ship-to: **PRBR**
PHARR-REYNOSA BRIDGE EXP
CSJ: 921-02-479
IOC COMPANY LLC - 24-1010
9900 S CAGE BLVD
PHARR TX 78577-9721

Bill-to: **443400**
IOC CO LLC
9312 E CURVE RD
EDINBURG TX 78542-4129

Reference #	Slsp	Terms	Whse	Freight	Ship Via
PO#	MPM	Net 30 Days	06	PREPAID	OT

Quoted By: MPM	Quoted To: FLORENCIO MORENO 227-1671	Effective: 10/22/2024	Expires: 11/22/2024
-----------------------	---	------------------------------	----------------------------

Item	Description	Ordered	UM	Price	UM	Extension
50692	2" x 4" x 16' #2 Fir/Spruce White Wood	1385	PC	7.650	PC	10595.25
3802616	2" x 6" x 16' #2 Fir/Spruce White Wood	324	EA	13.950	EA	4519.80
34BB	3/4" BB Plyform OES 4' x 8' Sheet	208	PC	34.650	PC	7207.20
44162	4" x 4" x 16' #2 Yellow Pine	82	PC	18.350	PC	1504.70
NR90AES1M	METABO HPT 3.5-IN 21-DEGREE PNEUMATIC FRAMING NAILER	1	EA	225.000	EA	225.00
NS3.5FN21D	21 DEG FRAMING NAILS 3-1/2" 2000/BOX	2	BX	96.000	BX	192.00
NS902546	6-GAL AIR TANK, PANCAKE METABO	1	EA	252.000	EA	252.00
NS1166096	1/4" AIRHOSE METABO 50'	1	EA	43.950	EA	43.95
PCO 004 Form Materials 24 EA 2x4x16 at \$7.65 EA = \$183.60 6 EA 3/4" BB Plyform at \$34.65 EA = \$207.90 Nails- 1 Box = \$96.00 Total \$487.50						

QUOTE

Merchandise	Misc	Tax	Freight	Total
24539.90	.00	40.26	.00	24580.16

... Last Page

Notwithstanding any provision(s) of this proposal or potential Subcontract or Purchase Order, if Vendor's work is delayed, disrupted, suspended, or otherwise impacted as a direct result of an epidemic, including, but not limited to, (1) disruptions to material and/or equipment supply; (2) illness of Vendor's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restriction and/or directives; and/or (5) fulfillment of Vendor's contractual or legal health and safety obligations associated with an epidemic; then, Vendor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of the Subcontract or Purchase Order, Vendor shall be entitled to an equitable adjustment to the Subcontract or Purchase Order price for such increases, provided that the Vendor shall submit documentation of such increases (including the original prices) and evidence of Vendor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original / un-impacted prices.

SOQ



02-472372





QUOTATION

Prepared for:

Quote Created 4/29/2024
Expires On 12/31/2024
SHIP-TO PHARR-REYNOSA INTERNATIONAL

CUSTOMER I.O.C. COMPANY LLC
002613 9312 EAST CURVE RD
EDINBURG TX 78542

PHONE: 956.380.2897 Fax: 956.380.4085
QUOTE ID PHARR INT. BRIDGE

DELIVERY SALESPERSON 03 ZONE
INSTR. STANDARD MILEAGE .00
CUST PO #

PRODUCT CODE	DESCRIPTION	QTY ORD	QUOTE PRICE	QUOTE DISC	TX
3078.03	TX DOT CLASS A	.00 CY	138.00	0.0000	Y
2015.03	TX DOT CLASS B	.00 CY	136.00	0.0000	Y
4118.03	TX DOT CLASS C	.00 CY	144.00	0.0000	Y
4119.02	TX DOT CLASS S	.00 CY	149.00	0.0000	Y
4201.03	TX DOT CLASS P	.00 CY	160.00	0.0000	Y
4120.03	TX DOT CLASS SS	.00 CY	167.00	0.0000	Y
ICE.03	Ice	.00 LB	.75	0.0000	Y

QUOTE TOTALS	NON-TAX	TAXABLE	SUB-TOTAL	SALES TAX	TOTAL
	.00	.00	.00	.00	.00

NOTES:
PRICE ESCALATOR OF \$5.00 PER CUBIC YARD BEGINNING ON JANUARY 1, 2025. AND
EVERY SIX (6) MONTHS THERE AFTER.

PCO 004 work to be performed in 2nd
material escalation period, add \$10.00 per
CY = \$154.00 CY

- * Currently there is a shortage on flyash, above prices are qutoed with flyash unless otherwise specified.
- * If flyash is unavailable, a straight mix will be sent with an additional price of \$3.00 per yard.
- * Unless otherwise noted above add a \$2.50 escalator per quarter.
- * Price only valid if awarded entire project.
- * Call our office for a quote as second supplier.
- * Price does not include taxes.
- * Add \$5.00 per cubic yard for Fibermesh.
- * Add \$60.00 per hour Demurrage for truck time if not unloaded in 1 hour.
- * Temperature control (ICE) price available upon request.
- * Minimum load size of 5 cubic yards at the same location.
- * Only 1 call back for orders over 10 cubic yards.



www.riograndesteel.com

Date: 4/29/2024

Contractor:

Project: Pharr Reynosa Bridge Expansion

Rio Grande Concrete Accessories & Supplies, Ltd

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

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

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

**DBE Certified
VN 19573**

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

DOMESTIC GRADE 60

.49 ~~-.54~~ Lb. / TY SSTR (23') 36" 8.95 LF

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

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

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

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

Company: _____

Agent _____ Date _____

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

Rental Rate Blue Book®

April 7, 2025

Ford SUPER DUTY F-250 LARIAT 4X2 DIESEL

Light Duty Trucks

 Size Class:
2
 Weight:
N/A


Configuration for SUPER DUTY F-250 LARIAT 4X2 DIESEL

Power Mode	Diesel	Wheelbase	148 Inches
Model Trim	Lariat	Gross Vehicle Weight Rating	10000 Pounds

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,120.00	USD \$1,155.00	USD \$290.00	USD \$44.00	USD \$18.21	USD \$41.62
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 97.24%)	(USD \$113.53)	(USD \$31.83)	(USD \$7.99)	(USD \$1.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,006.47	USD \$1,123.17	USD \$282.01	USD \$42.79	USD \$18.21	USD \$40.97

Non-Active Use Rates

	Hourly
Standby Rate	USD \$13.86
Idling Rate	USD \$28.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.39%	USD \$1,128.28/mo
Overhaul (ownership)	39.11%	USD \$1,611.34/mo
CFC (ownership)	16.37%	USD \$674.52/mo
Indirect (ownership)	17.13%	USD \$705.86/mo
Fuel (operating) @ USD 3.70	33.77%	USD \$6.15/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Rental Rate Blue Book®

April 7, 2025

Multiquip DA7000SSA3

Small Generator Sets

Size Class:
5,001 - 10,000 W
 Weight:
N/A



Configuration for DA7000SSA3

Horsepower	12.5 hp	Power Mode	Diesel
Prime Output	6 kW		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$240.00	USD \$67.00	USD \$17.00	USD \$3.00	USD \$4.15	USD \$5.51
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$240.00	USD \$67.00	USD \$17.00	USD \$3.00	USD \$4.15	USD \$5.51

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.93
Idling Rate	USD \$3.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42.12%	USD \$101.08/mo
Overhaul (ownership)	31.62%	USD \$75.89/mo
CFC (ownership)	11.59%	USD \$27.80/mo
Indirect (ownership)	14.68%	USD \$35.23/mo
Fuel (operating) @ USD 3.70	60.24%	USD \$2.50/hr

Revised Date: 2nd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pmst@ioccompany.com)

Bid Item Averages

Filters:

Standard Specification
Code

All

Bid Item

All

Actual Let Date Range

5/1/2024 12:00:00 AM..

Bidder Rank

Low Bidder

District

All

County

All

Project Classification

All

Vendors

(Select to Exclude)

All

Project Size

All

Project Type

All

Use Qty Filter:

NO

Enter Min Qty

0.0008

Enter Max Qty

9.795.410

Data Date: 4/25/2025 4:29:36 PM

BID CODE	BID_ITEM_DSCR	MS_UNIT...	Min. Bid Item Qty	Max. Bid Item Qty	Avg. Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Median Unit Price
100-6001	PREPARING ROW	AC	0.1	83.0	\$28,098.63	\$1,000.00	\$200,000.00	\$44,659.80	\$12,500.00
100-6002	PREPARING ROW	STA	1.0	1,230.0	\$26,403.89	\$0.01	\$750,000.00	\$88,953.80	\$3,000.00
100-6003	PREPARING ROW(TREE)(5" TO 12" DIA)	EA	3.0	5.0	\$775.00	\$550.00	\$1,000.00	\$318.20	\$775.00
100-6004	PREPARING ROW(TREE)(12" TO 24" DIA)	EA	1.0	42.0	\$1,612.50	\$0.01	\$5,000.00	\$2,284.87	\$725.00
100-6005	PREP ROW (TREE)(24"-30"DIA)	EA	1.0	1.0	\$2,500.00	\$2,500.00	\$2,500.00		\$2,500.00
100-6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	1.0	82.0	\$1,424.59	\$100.00	\$3,500.00	\$1,015.71	\$1,006.30
100-6007	PREP ROW (TREE)(GREATER THAN 24" DIA)	EA	2.0	20.0	\$1,960.14	\$200.00	\$3,500.00	\$1,100.62	\$2,000.00
100-6008	PREPARING ROW (TREE) (0" TO 6" DIA)	EA	2.0	2.0	\$50.00	\$50.00	\$50.00		\$50.00
100-6009	PREPARING ROW (TREE) (6" TO 24" DIA)	EA	14.0	17.0	\$1,007.50	\$750.00	\$1,265.00	\$364.16	\$1,007.50
100-6010	PREPARING ROW (TREE)(10" TO 48" DIA)	EA	167.0	167.0	\$1,200.00	\$1,200.00	\$1,200.00		\$1,200.00

Bid Item Averages

Filters:

Standard Specification
Code

All

Bid Item

All

Actual Let Date Range

5/1/2024 12:00:00 AM..

Bidder Rank

Low Bidder

District

All

County

All

Project Classification

All

Vendors

(Select to Exclude)

All

Project Size

All

Project Type

All

Use Qty Filter:

NO

Enter Min Qty

0.0008

Enter Max Qty

9.795.410

Data Date: 4/25/2025 4:29:36 PM

BID CODE	BID_ITEM_DSCR	MS_UNIT...	Min. Bid Item Qty	Max. Bid Item Qty	Avg. Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Median Unit Price
100-6001	PREPARING ROW	AC	0.1	83.0	\$28,098.63	\$1,000.00	\$200,000.00	\$44,659.80	\$12,500.00
100-6002	PREPARING ROW	STA	1.0	1,230.0	\$26,403.89	\$0.01	\$750,000.00	\$88,953.80	\$3,000.00
100-6003	PREPARING ROW(TREE)(5" TO 12" DIA)	EA	3.0	5.0	\$775.00	\$550.00	\$1,000.00	\$318.20	\$775.00
100-6004	PREPARING ROW(TREE)(12" TO 24" DIA)	EA	1.0	42.0	\$1,612.50	\$0.01	\$5,000.00	\$2,284.87	\$725.00
100-6005	PREP ROW (TREE)(24"-30"DIA)	EA	1.0	1.0	\$2,500.00	\$2,500.00	\$2,500.00		\$2,500.00
100-6006	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	1.0	82.0	\$1,424.59	\$100.00	\$3,500.00	\$1,015.71	\$1,006.30
100-6007	PREP ROW (TREE)(GREATER THAN 24" DIA)	EA	2.0	20.0	\$1,960.14	\$200.00	\$3,500.00	\$1,100.62	\$2,000.00
100-6008	PREPARING ROW (TREE) (0" TO 6" DIA)	EA	2.0	2.0	\$50.00	\$50.00	\$50.00		\$50.00
100-6009	PREPARING ROW (TREE) (6" TO 24" DIA)	EA	14.0	17.0	\$1,007.50	\$750.00	\$1,265.00	\$364.16	\$1,007.50
100-6010	PREPARING ROW (TREE)(10" TO 48" DIA)	EA	167.0	167.0	\$1,200.00	\$1,200.00	\$1,200.00		\$1,200.00

S:\Transportation\20-152C Pharr Intl Bridge Exp\CAD\01-Sheets\ORIGINALS Pharr-2022.dwg

INDEX

SHEET NO.	DESCRIPTION
259	FRAMING PLAN – UNIT 47 SPANS 176,177,178 & 179
260	FRAMING PLAN – UNIT 48 SPANS 180,181,182 & 183
261	FRAMING PLAN – UNIT 49 SPANS 184,185,186 & 187
262	FRAMING PLAN – UNIT 50 SPANS 188,189,190 & 191
263	FRAMING PLAN – UNIT 51 SPANS 192 & 193
264	312.090’ PRESTRESSED CONCRETE GIRDER UNIT 1
265	328.080’ PRESTRESSED CONCRETE GIRDER UNIT 2
266	300.000’ PRESTRESSED CONCRETE GIRDER UNIT 3
267	264.830’ PRESTRESSED CONCRETE GIRDER UNIT 4
268	264.830’ PRESTRESSED CONCRETE GIRDER UNIT 4 TRANSVERSE SECTION
269	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 5
270	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 6
271	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 7
272	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 8
273	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 9
274	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 10
275	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 11
276	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 12
277	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 13
278	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 14
279	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 15
280	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 16
281	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 17
282	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 18
283	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 19
284	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 20
285	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 20 TRNSVERSE SECTION
286	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 21
287	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 21 TRANSVERSE SECTION
288	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 22
289	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 22 TRANSVERSE SECTION
290	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 23
291	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 24
292	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 25
293	320.000’ PRESTRESSED CONCRETE GIRDER UNIT 26
294	302.660’ PRESTRESSED CONCRETE GIRDER UNIT 27
294A	EXPANSION JOINT PLACEMENT DETAIL
295	110.000’ PRESTRESSED CONCRETE GIRDER UNIT 28
295A	RAIL TRANSITION DETAIL
296	248.140’ PRESTRESSED CONCRETE GIRDER UNIT 29
297	305.010’ PRESTRESSED CONCRETE GIRDER UNIT 30
298	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 31
299	317.200’ PRESTRESSED CONCRETE GIRDER UNIT 32
300	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 33
301	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 34
302	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 34 TRANSVERSE SECTION

SHEET NO.	DESCRIPTION
303	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 35
304	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 35 TRANSVERSE SECTION
305	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 36
306	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 36 TRANSVERSE SECTION
307	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 37
308	317.200’ PRESTRESSED CONCRETE GIRDER UNIT 38
309	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 39
310	317.220’ PRESTRESSED CONCRETE GIRDER UNIT 40
311	317.200’ PRESTRESSED CONCRETE GIRDER UNIT 41
312	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 42
313	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 43
314	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 44
315	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 45
316	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 46
317	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 47
318	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 48
319	317.210’ PRESTRESSED CONCRETE GIRDER UNIT 49
320	347.910’ PRESTRESSED CONCRETE GIRDER UNIT 50
321	347.910’ PRESTRESSED CONCRETE GIRDER UNIT 50 TRANSVERSE SECTION
322	184.310’ PRESTRESSED CONCRETE GIRDER UNIT 51
323–324	IGND
325	CONDUIT HANGER DETAILS
326	INTERNATIONAL BOUNDARY PLAQUE AND MARKERS
327	PROJECT PLAQUE
328	SPECIAL BENTS FOR HIGH OVERHEAD SIGN SUPPORTS
329	INDEPENDENT LIGHT POLE PEDESTAL DETAIL
330	INDEPENDENT PTZ POLE PEDESTAL DETAIL
331	BRIDGE DRAIN DETAILS (SPANS 104–108)
332–333	SWING FENCE GATE
334	DMS/ITS SLAB EXTENSION DETAILS

BRIDGE STANDARDS		
335	**	BAS–C
336–337	**	BL
338–339	**	CLF–RO (MOD)
340	**	CRR
341–342	**	CSAB
343–344	**	IGD
345–347	**	IGEB
348–349	**	IGMS (MOD)
350	**	IGTS (MOD)
351–352	**	MEBR(C)
353–356	**	PCP (MOD)
357	**	PCP–FAB (MOD)
358	**	SEJ–M
359–360	**	TYPE SSSTR

SHEET NO.	DESCRIPTION
PAVEMENT MARKING, SIGNING AND DELINEATION	
361–369	SIGNING & PAVEMENT MARKINGS
370	SUMMARY OF SMALL SIGNS
PAVEMENT MARKING, SIGNING AND DELINEATION STANDARDS	
371	* PM(1)–22
372	* PM(2)–22
373	* PM(4)–22A
374	* CPM(1)–14
375	* FPM(1)–22
376	* D&OM(1)–20
377	* D&OM(2)–20
378	* D&OM(3)–20
379	* D&OM(6)–20
380	* TSR(4)–13
381	* SMD(GEN)–08
382	* SMD(SLIP–1)–08
383	* SMD(SLIP–2)–08
384	* SMD(SLIP–3)–08
385	* SMD(TWT)–08
386	* SMD(BR–1)–14
387	* SMD(BR–2)–14
388	* SMD(BR–3)–14
389–391	* BMCS
392–393	* HOSB–Z4
394	* OSBT(1)–21



3/7/2025

* THE STANDARDS SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



03-07-2025

** THE STANDARDS SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



STRUCTURAL
ENGINEERING
ASSOCIATES
TEXAS REGISTERED ENGINEERING FIRM F-199



CITY OF PHARR
International Bridge

CITY OF PHARR – REYNOSA
INTERNATIONAL BRIDGE
EXPANSION PROJECT

INDEX OF SHEETS

SHEET 2 OF 3

DGN: JW	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
CHK: MRC		TEXAS		N/A		
DWG: AMH	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK: MRC	PHR	HIDALGO	0921	02	479	3

S:\Transportation\20-152C Pharr Intl Bridge Exp\CAD\01-Sheets\ORIGINALS Pharr-2022.dwg

U.S. SUMMARY OF ESTIMATED BRIDGE QUANTITIES – BENT 105 THRU ABUTMENT 194^⑦

DESCRIPTION \ ITEM	0400-6005	0416-6001	0416-6004	0416-6008	0420-6013	0420-6029	PIB-0001	0420-6037	PIB-0002	PIB-0003	0422-6001	0422-6003	0422-6015	0425-6039	0450-6023	0450-6119	0454-6018	4171-6001	PIB-0005
	CEM STABIL BKFL	DRILLED SHAFT			CL C CONC						REINF ^{①②} CONC ^{④⑥} SLAB	REINF CONC SLAB (EXTEND SLAB) ^{①②} ^{④⑥}	APPROACH SLAB ^②	PRESTR CONC GIRDER (TX54)	RAIL (TY SSTR)	RAIL (CLF-RO) (MOD)	SEALED EXPANSION JOINT (4 IN)(SEJ-M)	INSTALL BRIDGE IDENTIFICATION NUMBERS	SWING FENCE GATE
		18 IN	36 IN ^⑨	60 IN ^⑧	(ABUT)	(CAP) ^③	(CAP)(HOSB)	(COL)	(COL)(HOSB)	(COL)(LIGHT POLE AND PTZ)									
ABUTMENT 194 ^⑤	CY	LF	LF	LF	CY	CY	CY	CY	CY	CY	SF	SF	CY	LF	LF	LF	LF	EA	EA
INTERIOR BENTS 105-193	160	116	425	19,458	44.3	2,644.5	51.0	1,269.4	33.4	16.4			57.7				56		
PRESTR CONC TX54 SPANS 105-193			250			2,644.5	51.0	1,269.4	33.4	16.4	351,765	66,927		45,898.47	12,924.7	368.6	1,347	1	1
TOTAL	160	116	675	19,458	44.3	2,644.5	51.0	1,269.4	33.4	16.4	351,765	66,927	57.7	45,898.47	12,924.7	404.6	1,403	1	1

①

②

②

SEA'S DESIGN FOR THE BRIDGE IS LIMITED TO THE PORTION NORTH OF BENT 105 AND MAY INCLUDE SPAN 104 IF AWARDED. ALL INFORMATION PROVIDED ON MEXICAN SIDE OF THE BORDER IS FOR REFERENCE ONLY AND IS NOT PART OF SEA'S DESIGN.

SUMMARY OF ESTIMATED BRIDGE QUANTITIES – SPAN 104 (ADD ALTERNATE)^⑦

DESCRIPTION \ ITEM	0422-6001	0425-6039	0450-6023	PIB-0006	PIB-0007	0785-7011
	REINF ^{①②} CONC ^{④⑥} SLAB ^①	PRESTR CONC GIRDER	RAIL (TY SSTR)	PAVE MARKS & INT'L BRIDGE PLAQUES	PERM CTB (TRAN SSTR TO T501) (MEX) ^{①①}	BRIDGE JOINT REPLACEMENT (SEJ) ^{①①}
		(TX54)				
	SF	LF	LF	LS	LF	LF
INTERNATIONAL SPAN (ALTERNATE BID)	6,270	985.50	220.0	1	40	63
TOTAL	6,270	985.50	220.0	1	40	63

④

- ① THE USE OF PERMANENT METAL DECK FORMS IN FORMING THE SLAB WILL NOT BE ALLOWED.
- ② SAW-CUT GROOVING OF BRIDGE DECK AND APPROACH SLAB IS REQUIRED.
- ③ THE USE OF PRECAST CAPS IS ALLOWED AS A SUBSTITUTION FOR CAST-IN-PLACE CAPS. DETAILS AND CALCULATIONS SHALL BE SUBMITTED FOR REVIEW AND BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. NO CONSTRUCTION OF THE PRECAST ELEMENTS SHALL BE STARTED UNTIL REVIEWED DOCUMENTS ARE RETURNED.
- ④ FURNISHING AND INSTALLATION OF ALL COMPONENTS OF CONDUIT HANGER ASSEMBLY (INCLUDING THREADED RODS, CHANNELS, PLATES, NUTS, AND ANY OTHER NECESSARY ITEMS) SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE BID ITEM 422 "REINFORCED CONCRETE SLAB AND REINFORCED CONCRETE SLAB (EXTEND)".
- ⑤ SEE ROADWAY SHEETS FOR RIPRAP QUANTITY.
- ⑥ FURNISHING AND INSTALLATION OF ALL COMPONENTS OF BRIDGE DRAIN, CROSSOVER DRAINAGE AND ASSOCIATED COMPONENTS SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE BID ITEM 422 "REINFORCED CONCRETE SLAB AND REINFORCED CONCRETE SLAB (EXTEND)".
- ⑦ STRUCTURAL ENGINEERING ASSOCIATES, INC.'S' DESIGN FOR THE BRIDGE IS LIMITED TO THE PORTION OF THE INTERNATIONAL BORDER AT THE RIO GRANDE. LINE WORK FOR BRIDGE, STRIPING, DRAINAGE, ETC. ON THE MEXICAN SIDE OF THE BORDER IS FOR REFERENCE ONLY AND IS NOT PART OF STRUCTURAL ENGINEERING ASSOCIATES, INC.'S' DESIGN.
- ⑧ INCLUDES DRILLED SHAFT QUANTITY FOR HOSB SUPPORTS.
- ⑨ INCLUDES DRILLED SHAFT QUANTITY FOR LIGHT POLE AND PTZ SUPPORTS.
- ⑩ FURNISHING AND INSTALLATION OF ALL COMPONENTS OF BRIDGE DRAIN AND ASSOCIATED COMPONENTS SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE BID ITEM 422 "REINFORCED CONCRETE SLAB". SPAN 104 SHALL INCLUDE DECK DRAINS AND NESSASARY PIPING IF AWARDED.

① PAY ITEM FOR 0785-7011 AND PIB-0007 SHALL INCLUDE ALL NECESSARY ITEMS FOR THE PLACEMENT OF THE NEW SEJ AND TRANSITION RAIL. FIELD SURVEY VERIFICATION AND ALL OTHER REQUIREMENTS SHALL BE CONSIDERED SUBSIDIARY TO THESE PAY ITEMS.

④

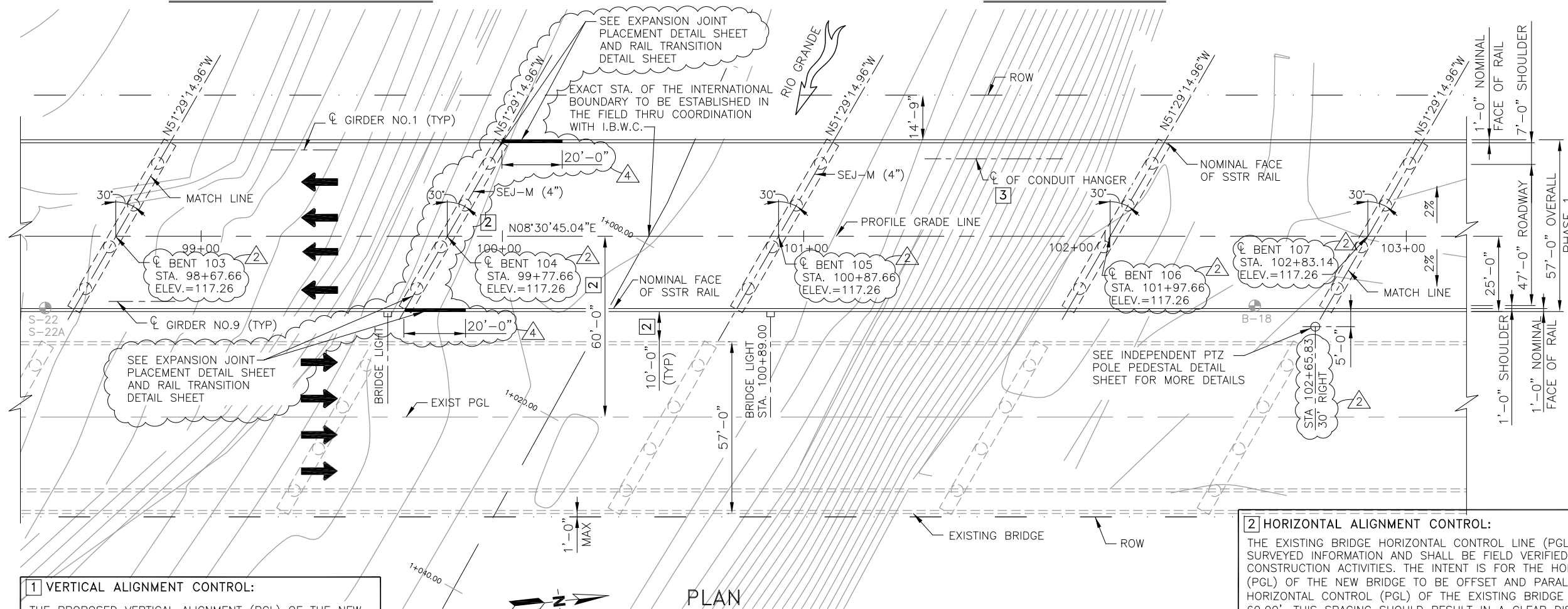


03-07-2025

4	3-7-25	REV. BENT 104 SEJ & RAIL DETAILS	MRC
2	5-31-24	UPDATE SLAB, GIRDER & RAIL QUANTITIES	MRC
1	3-29-24	MODIFY D.S. LENGTH	MRC
REV. NO.	DATE	DESCRIPTION	BY
 SEA STRUCTURAL ENGINEERING ASSOCIATES TEXAS REGISTERED ENGINEERING FIRM F-199			
 City of Pharr International Bridge			
CITY OF PHARR – REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT			
U.S. SUMMARY OF ESTIMATED BRIDGE QUANTITIES			
DGN: JW	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.
CHK DGN: MRC		TEXAS	
DWG: AMH	DIST.	COUNTY	CONT. NO.
CHK DWG: MRC	PHR	HIDALGO	0921
		SECT. NO.	02
		JOB NO.	479
		SHEET NO.	127

← REYNOSA, MEXICO

PHARR, USA →



1 VERTICAL ALIGNMENT CONTROL:
THE PROPOSED VERTICAL ALIGNMENT (PGL) OF THE NEW BRIDGE SHALL MATCH THE EXISTING BRIDGE VERTICAL ALIGNMENT (PGL). CONTRACTOR SHALL VERIFY THAT THE ELEVATIONS ALONG THE PROPOSED BRIDGE VERTICAL ALIGNMENT (PGL) MATCH THE EXISTING BRIDGE VERTICAL ALIGNMENT (PGL) PRIOR TO ANY CONSTRUCTION ACTIVITIES.

PLAN
SCALE 1"=40'

SEA DEVELOPED PLANS MAY VARY FROM MEXICO DEVELOPED PLANS DUE TO DIFFERENT DESIGN REQUIREMENTS (I.E. SEISMIC, OTHER).

3 EXTEND CONDUIT HANGER TO BENT 104 SHOULD ALTERNATE SPAN BE AWARDED

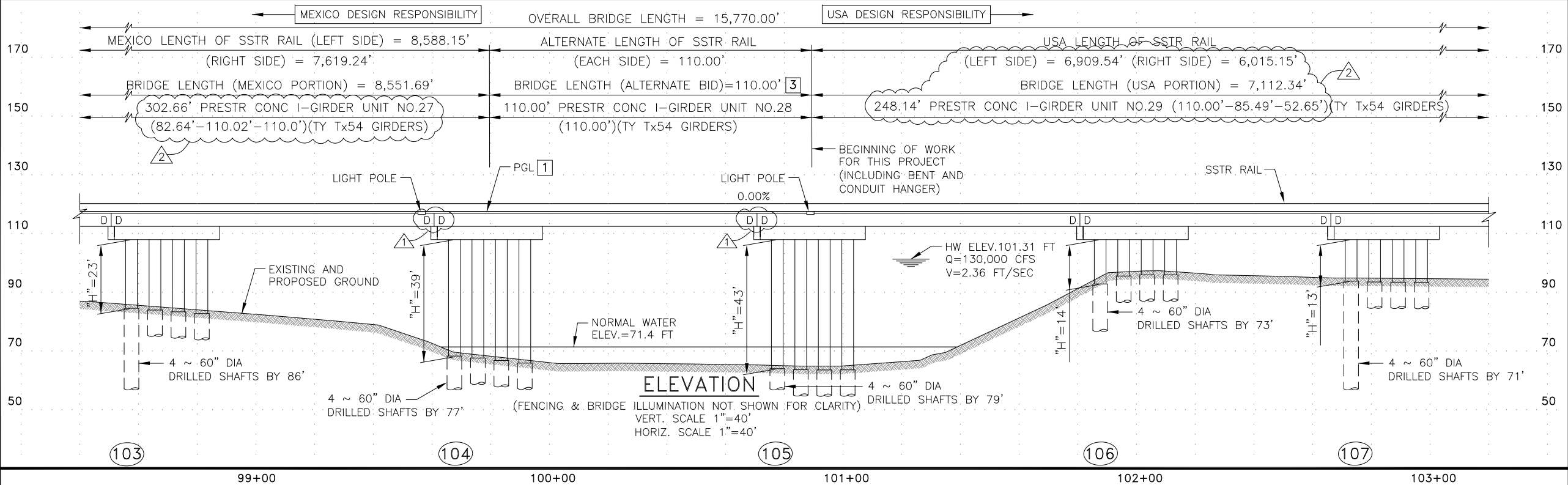
2 HORIZONTAL ALIGNMENT CONTROL:
THE EXISTING BRIDGE HORIZONTAL CONTROL LINE (PGL) IS BASED UPON SURVEYED INFORMATION AND SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE INTENT IS FOR THE HORIZONTAL CONTROL (PGL) OF THE NEW BRIDGE TO BE OFFSET AND PARALLEL TO THE HORIZONTAL CONTROL (PGL) OF THE EXISTING BRIDGE BY A DISTANCE OF 60.00'. THIS SPACING SHOULD RESULT IN A CLEAR DISTANCE OF 10.0' BETWEEN BACK OF BRIDGE RAIL ON THE EXISTING AND NEW BRIDGES.

● INDICATES CORE BORING ON MEXICAN SIDE, INFORMATION AVAILABLE UPON REQUEST.
● INDICATES CORE BORING ON UNITED STATES SIDE, SEE CORE BORING SHEETS.

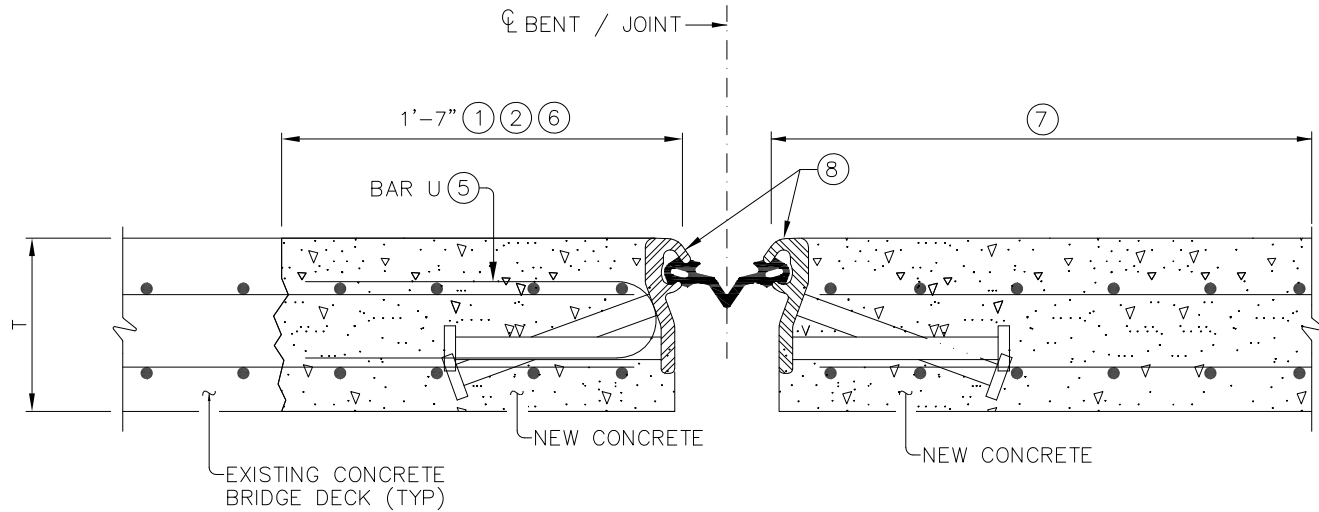


03-07-2025

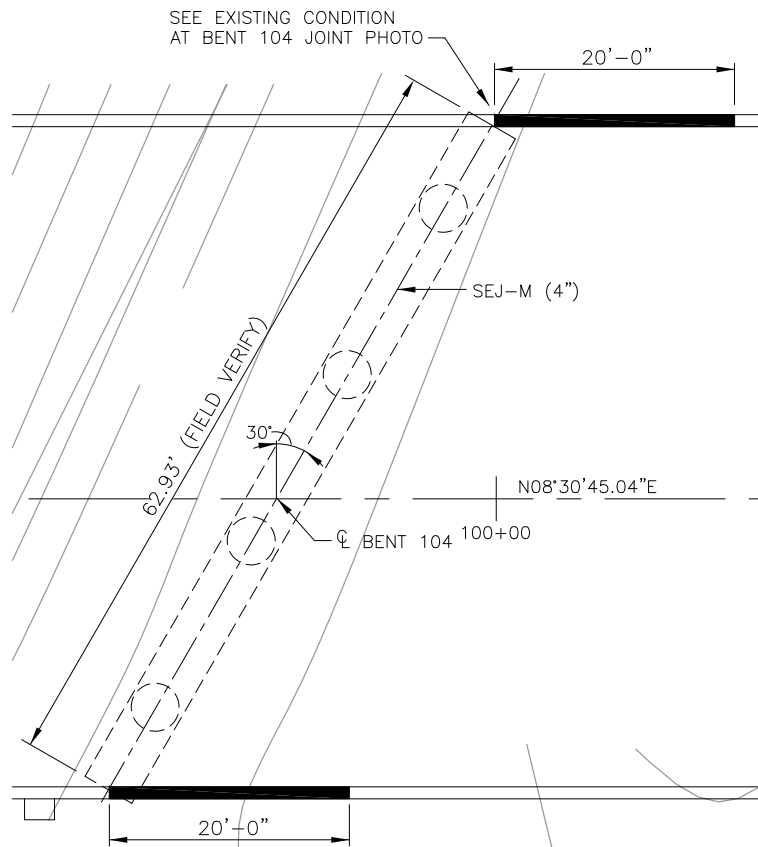
S:\Transportation\20-152C Pharr Intl Bridge Exp\01-Sheets\ORIGINALS Pharr-2022.dwg



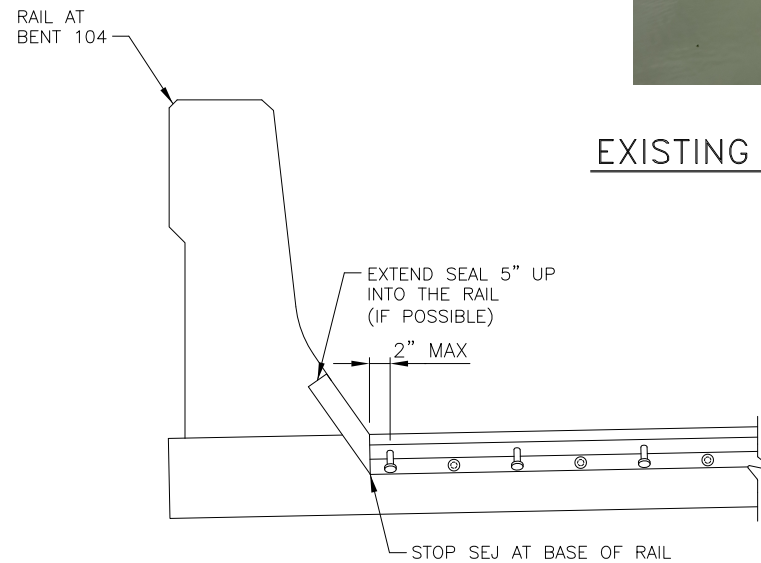
4	3-7-25	REV. BENT 104 SEJ & RAIL DETAILS	MRC
2	5-31-24	REV. STA/ELEV (BENTS 102-107)	MRC
1	3-29-24	MODIFY GIRDER END BENTS 104/105	
REV. NO.	DATE	DESCRIPTION	BY
SEA STRUCTURAL ENGINEERING ASSOCIATES TEXAS REGISTERED ENGINEERING FIRM F-199			
City of Pharr International Bridge			
PHARR - REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT			
BRIDGE LAYOUT SPANS 103 THRU 106			
SHEET 22 OF 40			
DGN: JW	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.
CHK: MRC		TEXAS	
DWG: AMH	DIST.	COUNTY	CONT. NO.
CHK: MRC	PHR	HIDALGO	0921
		SECT. NO.	02
		JOB NO.	479
		SHEET NO.	153



BENT 104 PLACEMENT DETAIL (3) (4)



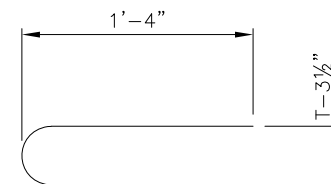
BLOWUP DETAIL BENT 104 REPAIRS



AT CONCRETE BRIDGE RAIL



EXISTING CONDITION AT BENT 104 JOINT



BARS U (#5) (5)

- SAW CUT DECK $\frac{3}{4}$ " DEPTH AT THE BREAKBACK LINE TO PROVIDE 1'-7" BREAKBACK PRIOR TO CONCRETE REMOVAL. REMOVE CONCRETE BRIDGE DECK AS SHOWN. USE HAND TOOLS, POWER DRIVEN CHIPPING HAMMERS (30-lb CLASS MAXIMUM), OR HYDRO-DEMOLITION TO REMOVE CONCRETE. DO NOT DAMAGE EXISTING REINFORCING, EXISTING BEAMS, OR ANY OTHER PORTION OF THE STRUCTURE TO REMAIN. LAP REINFORCING BARS AS NECESSARY TO EXTEND REINFORCING BARS TO WITHIN 2" OF SEJ.
- CLEAN, STRAIGHTEN AND EXTEND EXISTING REINFORCING. PROVIDE MINIMUM LAP ACCORDING TO REINFORCING BAR TABLE IF BARS ARE CUT. EXTEND REPAIR CONCRETE TO BE FLUSH WITH EXISTING SURFACE. VERIFY SEJ CONFIGURATION PRIOR TO SEJ FABRICATION. ACTUAL JOINT CONFIGURATION MAY NOT MATCH CONTRACT PLANS.
- MATCH SHOP PLAN SUBMITTAL #42 FOR SEJ AND SEAL. ADJUST SEJ LENGTH AS NEEDED FOR FIELD CONDITIONS. TURN UP IN THE BRIDGE RAIL IS NOT REQUIRED FOR BENT 104 SEJ. EXTEND SEAL 5" UP BETWEEN THE TWO RAILS.
- PROVIDE NEW SEJ AS SHOWN ON THE BRIDGE PLAN LAYOUT. POSITION TO BE FLUSH WITH RIDING SURFACE. SEE APPLICABLE STANDARD FOR NOTES AND DETAILS NOT SHOWN.
- SPACE BARS U AT 12" MAXIMUM, CENTER TO CENTER. BARS MAY BE BUNDLED WITH EXISTING LONGITUDINAL REINFORCING. ADJUST BAR U SPACING AS NEEDED TO AVOID JOINT ANCHORAGE.
- PROVIDE LONGITUDINAL AND TRANSVERSE REINFORCING AS REQUIRED PER CONTRACT PLANS.
- DETAILS AS PER CONTRACT PLANS AND SHOP PLANS.
- SEJ SHALL EXTEND TO BASE OF RAIL, SEAL SHALL EXTEND THE LENGTH OF THE SEJ AND 5" UP INTO THE RAIL FACE (IF POSSIBLE).

REINFORCING BAR TABLE

SIZE	BAR LAPS	
	UNCOATED	COATED
#4	1'-7"	2'-5"
#5	2'-0"	3'-0"

MATERIAL NOTES:

PROVIDE GRADE 60 REINFORCING STEEL.
PROVIDE CLASS S CONCRETE ($f'_c=4,000$ psi, COURSE AGGREGATE GRADES 2-5). ACHIEVE A MINIMUM COMPRESSIVE STRENGTH $f'_c = 3,600$ psi PRIOR TO OPENING TO TRAFFIC.

GENERAL NOTES:

PERFORM WORK IN ACCORDANCE WITH THE TXDOT CONCRETE REPAIR MANUAL, CHAPTER 3, SECTION 4 AND ITEM 785, "BRIDGE JOINT REPAIR OR REPLACEMENT." A COPY OF THE CONCRETE REPAIR MANUAL MUST BE AVAILABLE ONSITE DURING ALL CONCRETE REPAIR OPERATIONS. ALL WORK TO REMOVE EXISTING JOINT AND INSTALL NEW JOINT, INCLUDING REPAIR CONCRETE AND INSTALLING NEW REINFORCING STEEL, IS PAID ACCORDANCE WITH ITEM 785 AND MEASURED BY THE LINER FOOT.

OBTAIN APPROVAL FOR ALL TOOLS, EQUIPMENT, MATERIALS AND TECHNIQUES PROPOSED BEFORE BEGINNING WORK.

4	3-7-25	REV. BENT 104 SEJ & RAIL DETAILS	MRC
REV. NO.	DATE	DESCRIPTION	BY



CITY OF PHARR – REYNOSA
INTERNATIONAL BRIDGE
EXPANSION PROJECT

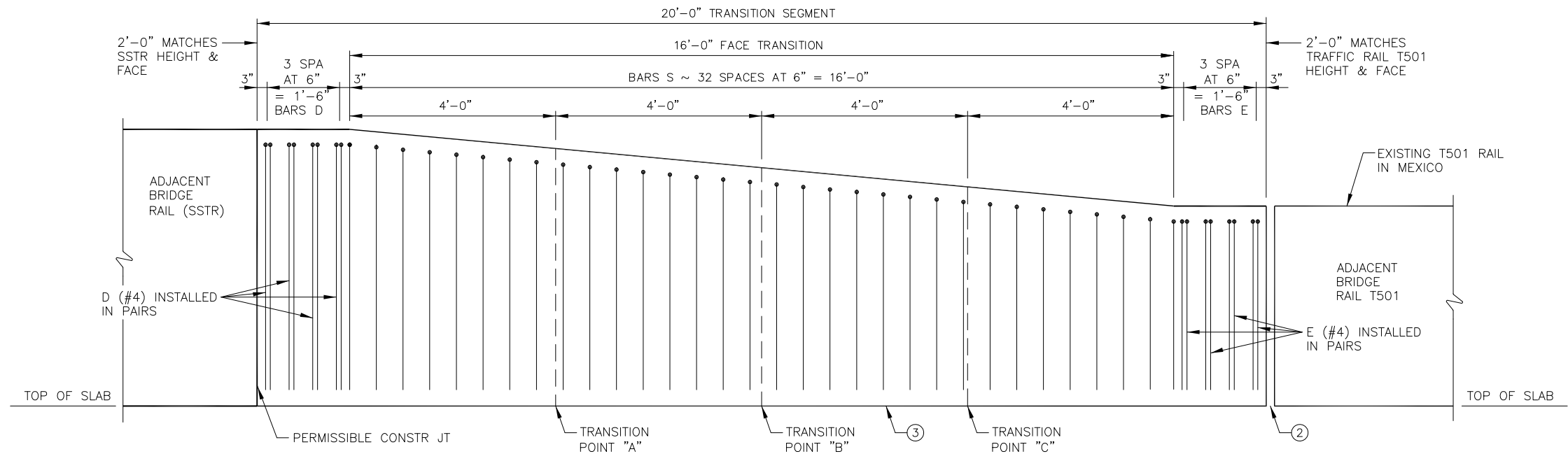
EXPANSION JOINT
PLACEMENT DETAIL

DGN: JW	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHK DGN: MRC		TEXAS		N/A
DWG: AMH	DIST.	COUNTY	CONT. NO.	SECT. NO.
CHK DWG: MRC	PHR	HIDALGO	0921	02
			JOB NO.	SHEET NO.
			479	294A

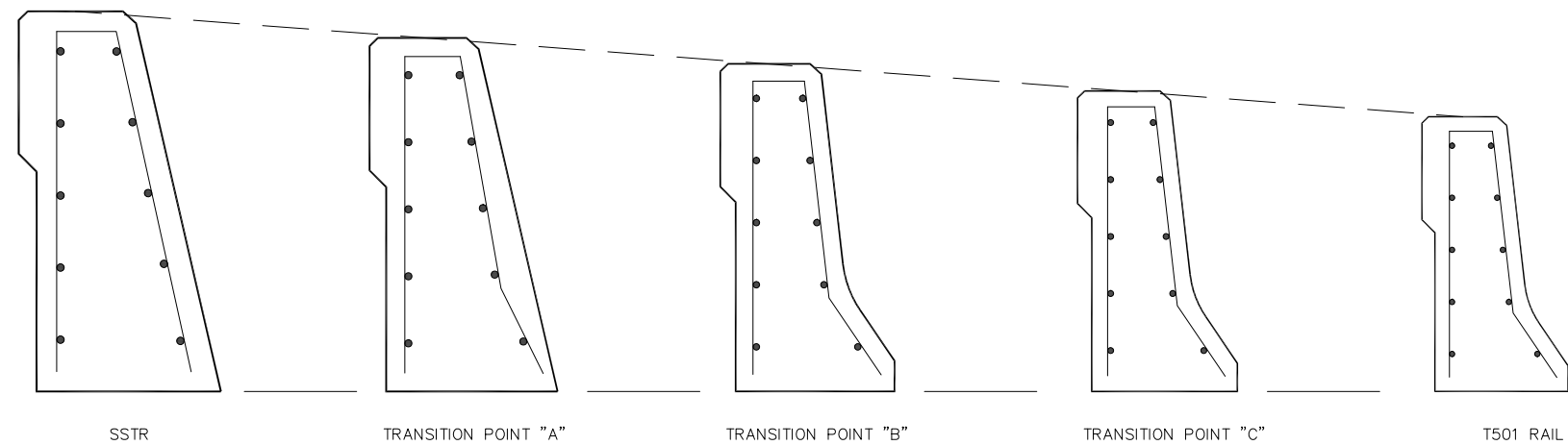
03-07-2025



Martin Covarrubias

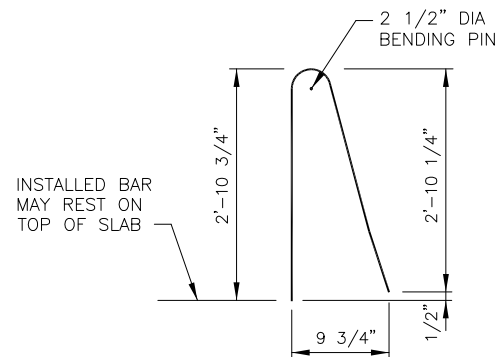


END ELEVATION OF SEGMENT

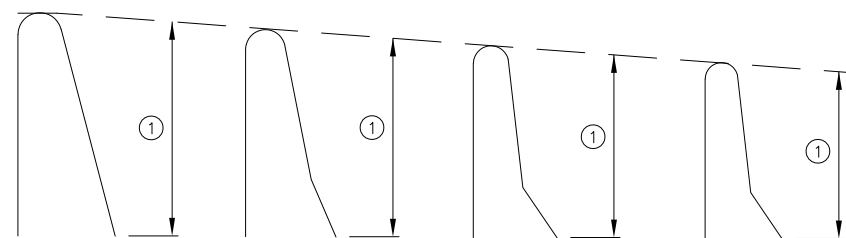


TYPICAL SECTIONS THRU TRANSITION SEGMENT

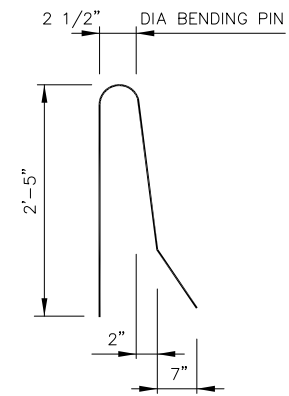
SHOWING REINFORCING AND SHAPE TRANSITION ONLY



BARS D (#4)



BARS S (#4)



BARS E (#4)
(FIELD VERIFY DEMINIONS)

GENERAL NOTES:

REINFORCING FOR THE TRANSITION SEGMENT SHALL BE GRADE 60. ALL CONCRETE SHALL BE CLASS "C" UNLESS OTHERWISE SPECIFIED IN PLANS. CHAMFER ALL EXPOSED CORNERS 1"x1".

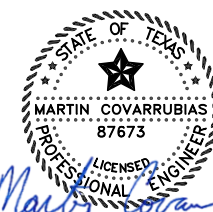
THIS TRANSITION SEGMENT IS CAST-IN-PLACE. THE TRANSITION SEGMENT SHALL HAVE END FACES THAT ARE PARALLEL TO THE ADJACENT BARRIER.

HEIGHT AND FACE PROFILE OF THE TRANSITION SEGMENT SHALL BE GRADUALLY CHANGED, WITHIN THE LIMITS DETAIL, SO AS TO MATCH THE HEIGHT AND PROFILE OF THE ADJACENT BARRIERS. ADJUST (BEND AND RELOCATE) THE REINFORCING WITHIN THE TRANSITION PORTION OF THE SEGMENT AS NECESSARY TO CONFORM TO THE ALTERED BARRIER SHAPE. COVER AND MINIMUM SPACING REQUIREMENT OF THE REINFORCING SHALL NOT BE VIOLATED.

TRANSITION SHALL BE SUBSIDIARY TO ITEM 514 AND PIB-0007.

- 1 BARS S WITHIN THE TRANSITION SHALL BE ADJUSTED TO THE TRANSITION'S FACES AND MAINTAIN HEIGHT. CARE SHALL BE TAKEN DURING REINFORCING ADJUSTMENT AND INSTALLATION TO ENSURE THAT COVER AND SPACING REQUIREMENTS ARE MET. FIELD BEND AND CUT BARS TO FIT THROUGH THE TRANSITION.
- 2 SEE SSTR STANDARDS FOR JOINT DETAILS.
- 3 SEE SSTR STANDARDS FOR LATERAL SUPPORT, ANCHOR DETAILS, AND ALL OTHER REINFORCING REQUIREMENTS.

4	3-7-25	REV. BENT 104 SEJ & RAIL DETAILS	MRC
REV. NO.	DATE	DESCRIPTION	BY
 SEA STRUCTURAL ENGINEERING ASSOCIATES TEXAS REGISTERED ENGINEERING FIRM F-199			
 Pharr International Bridge			
CITY OF PHARR – REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT			
RAIL TRANSITION DETAIL			
DGN: JW	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.
CHK: MRC		TEXAS	
DWG: AMH	DIST.	COUNTY	CONT. NO.
CHK: MRC	PHR	HIDALGO	0921
		SECT. NO.	02
		JOB NO.	479
		SHEET NO.	295A



03-07-2025

david@bstone.biz

From: Mielke, Sid <smielke@seatx.com>
Sent: Sunday, April 27, 2025 9:57 PM
To: david@bstone.biz
Cc: Romero, Adrian; Covarrubias, Martin; 'Sabrina Alvarez'; 'Maria Rangel'; 'Jose Reyes'; 'CoP Bridge Expansion Project Email'; 'Clara Miller'
Subject: Re: [EXTERNAL] FW: IOC PCO-004 Add Items for Rail Transition and SEJ Retro-fit

David,

Martin and I have discussed this PCO-004 and while the unit prices are high relative to the TxDOT published actual bid prices, the special nature of this work makes the unit prices not comparable. It is our opinion that the total extended prices submitted are reasonable for this special situation and the very small quantity of work to be performed. Since the work is specialized and will require remedial work to the Mexican placed bridge deck, we believe that additional construction time is also justified. The time requested appears reasonable.

If you require this response in a formal memo, please let us know.

Thanks,

Sidney "Sid" A. Mielke, P.E. | Senior Project Manager



3838 NW Loop 410, San Antonio, TX 78229
P: (210)735-9202
C (210)861-3126
E: smielke@seatx.com

From: david@bstone.biz <david@bstone.biz>
Sent: Thursday, April 24, 2025 10:34 AM
To: Mielke, Sid <smielke@seatx.com>
Cc: Romero, Adrian <aromero@seatx.com>; Covarrubias, Martin <mcovarrubias@seatx.com>; 'Sabrina Alvarez' <sabrina@bstone.biz>; 'Maria Rangel' <maria.rangel@pharr-tx.gov>; 'Jose Reyes' <jose.reyes@pharr-tx.gov>; 'CoP Bridge Expansion Project Email' <pib_expansion-c2c1c8so6fo94uv@corr.acc.autodesk.com>; 'Clara Miller' <clara@bstone.biz>
Subject: [EXTERNAL] FW: IOC PCO-004 Add Items for Rail Transition and SEJ Retro-fit

Cyber Security Reminder: Please use caution - message originated outside JMT.

Good morning, Sid

April 14, 2025



Cynthia Garza Reyes
Assistant City Manager
City of Pharr
118 S Cage Blvd.
Pharr, TX 78577

Re: Pharr International Bridge Expansion - Impact of Recent Rain Event and Temporary Time Suspension Request

Ms. Garza,

On March 27, 2025, a significant rain event impacted the Pharr International Bridge project site, resulting in extensive flooding and restricted site access. The severity of the rainfall caused delays to critical path activities, directly affecting progress in key work areas.

The following summary outlines the effects of the weather event on the project and the measures implemented in response to mitigate further delays and ensure safety on site.

Impact of the Rain Event:

- **Flooding:** The heavy rainfall caused substantial flooding across several work areas, halting access to equipment and construction zones. The region received about 10" of rain.
- **Delays to Critical Path:** Due to the flooding, key activities such as bent cap installation could not proceed as scheduled. These activities are essential for the project's progress and are on the critical path of the project schedule.
- **Site Inaccessibility:** The roadways were rendered impassable, which prevented crews from safely accessing certain areas to continue their work.
- **Site Cleanup:** Crews have been actively working to clear the affected areas, restoring access to the site, and preparing it for the resumption of work of the critical path items (Bent cap installation).
- **Resumption of Work:** Bent cap installation is scheduled to resume on 04/16/2025. We are actively working to mitigate further delays and get back on track.

Request for Additional Days:

On March 28, 2025, Dennis Covert from IOC formally submitted a request to suspend time charges on the project, citing significant weather-related disruptions. The requested suspension period spans from March 28 through April 6, 2025.

After reviewing the circumstances and considering the substantial impact of recent flooding and site inaccessibility, we recommend approving this time suspension. Granting this request will ensure that the project schedule accurately reflects the unforeseen delays caused by the severe weather event.

We will continue to closely monitor weather conditions and adapt our planning efforts to minimize further disruption. However, please note that this rain event is expected to have a measurable effect on the overall project timeline and may delay the final completion date. We have attached before and after aerial images of the project site for your reference.

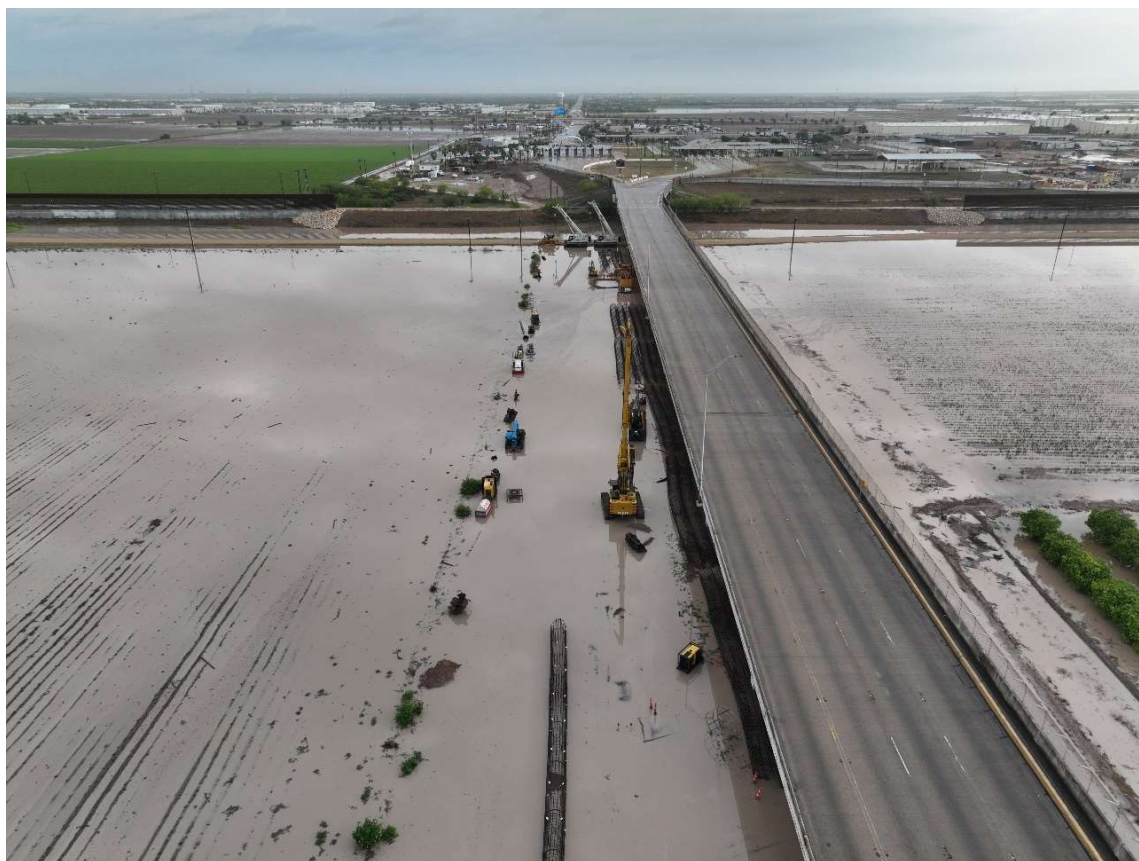
Attached Photos:

1. Before Photos





2. After Photos







AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: May 13, 2025

MEETING DATE: May 19, 2025

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 Service Contract for construction management services for the Pharr Events Center Improvements with Brownstone Consultants, LLC. from McAllen, TX through TIPS Cooperative Contract No. 23010401-5248. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue:

Pursuant to the assignment agreement between The Scarlett Group (TIPS contract holder and assignor) and Brownstone Consultants LLC (assignee), the award originally made to The Scarlett Group under the TIPS Contract 23010401-5248 shall be recognized as assigned to Brownstone Consultants LLC. Brownstone Consultants LLC shall assume all rights, responsibilities, and obligations associated with the contract as the authorized assignee.

The Scarlett Group has submitted formal documentation indicating the assignment of its contractual rights and obligations to Brownstone Consultants LLC from McAllen, TX. This assignment includes all responsibilities, pricing, terms, and conditions as originally awarded under the cooperative contract.

The assignment has been reviewed and acknowledged by the TIPS cooperative, and Brownstone Consultants LLC has affirmed its ability and intent to honor all contract terms. The City will recognize Brownstone Consultants LLC as the authorized contract holder going forward, with no changes to scope, cost, or performance expectations.

Staff is recommending, after negotiating, to enter into a Service Contract with Brownstone Consultants for construction management services for the Pharr Events Center Improvement Project utilizing TIPS Contract No. 23010401-5248. - Project No. 2425-01-510-S19-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the City Commission approve the assignment of the existing TIPS cooperative purchasing contract award from The

Scarlette Group (assignor) to Brownstone Consultants LLC (assignee), in accordance with the assignment agreement executed between both parties.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 5/13/2025

Mayra Gomez

Approved - 5/14/2025

Maria Rangel

Approved - 5/16/2025

Hilda Pedraza

New -

Ricardo Rodriguez

Jamison Merrick

City Management Office



May 13, 2025

City of Pharr
Dr. Jonathon Flores
City Manager
118 S. Cage Blvd.
Pharr, TX 78577

Re: Pharr Events Center – Brownstone Consultants LLC Proposal for Project Management Services under TIPS Contract No. 23010401-5248

Dear Dr. Flores:

Brownstone Consultants, LLC is pleased to submit our proposal to provide comprehensive project management services to the City of Pharr for the Pharr Events Center Project. This proposal affirms our interest and commitment to supporting the City with value-driven management services tailored to your unique goals.

We are dedicated to working closely with City staff and key stakeholders to ensure a successful project outcome. Our proposal encompasses support across all project phases—Strategic Planning, Design, Procurement, Construction, and Post-Construction—over an anticipated thirty-seven-month duration. A detailed description of our scope of services is included in Exhibit A – Scope of Services to be Provided by Consultant.

The Brownstone team brings extensive experience managing large-scale capital improvement projects for public sector clients across South Texas. At the core of our service delivery is our proprietary SPE Approach – Strategize, Plan, and Execute. This methodology enables us to:

- Strategize with owners to understand their vision, priorities, and constraints
- Plan to align resources, budget, and schedules with those objectives
- Execute efficiently while maintaining control over the four cornerstones of every successful project: scope, schedule, budget, and quality.

We pair this methodology with project management software to centralize communication, eliminate data silos, and accelerate decision-making. Our platform keeps all project information in one place, enabling faster reporting and better coordination.

Early engagement enables us to assist the City in making informed, cost-effective decisions during the most critical planning phases. To ensure transparency and accountability, we use our **Savings Optimization Log (SOL)** to track savings and efficiencies throughout the project. This approach

At Brownstone, we believe strong partnerships are built on clear communication, follow-through, and accountability. Our team is dedicated to delivering reliable service and achieving measurable results. We appreciate the opportunity to support the Pharr Events Center and continue our partnership with the City of Pharr.

Sincerely,



Carlos Del Angel,
PMP, CCM
Managing Partner
Brownstone Consultants, LLC

PROPOSAL

Brownstone Consultants LLC is pleased to submit its proposal to provide Project Management Services for the **Pharr Events Center** in Pharr, Texas. This proposal is based on the following project assumptions.

| ASSUMPTIONS & CLARIFICATIONS

1. The Warren Group (TWG) Architects is the architect of record.
2. The scope presented as Exhibit A is based on the Construction Manager at Risk (CMAR) delivery method.
3. The project's current construction budget is \$50 million.
4. The proposed initial project duration for Brownstone activities is thirty-seven (37) months. The project schedule is subject to change due to external factors, including permitting delays, procurement issues, or funding constraints. Any extension of Brownstone's involvement beyond the 38 months may require a contract amendment.
5. The proposal is based on a start date of May 20, 2025. Both parties will mutually agree upon the actual start date.
6. Brownstone operates on a standard 5-day workweek (Monday–Friday), excluding holidays. Extended hours or weekend support will be coordinated and billed separately, if required.
7. All project communications and documentation will be managed through a centralized project management platform designated by Brownstone (Autodesk Build, or equivalent).
8. All rates included in this proposal are based on Brownstone's current contract with TIPS USA, Contract No. 23010401-5248, and include the 5% discount.
9. Direct expenses - including mileage, printing, travel, and similar costs—will be billed at the rates listed in Exhibit D, not to exceed a total of \$120,000, and only with the prior written authorization of the Owner.

| SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Refer to Exhibit A for Brownstone's Scope of Services.

| SCOPE OF SERVICES TO BE PROVIDED BY OWNER

Refer to Exhibit B for the City of Pharr's Scope of Services.

| BROWNSTONE EXECUTION SCHEDULE

Refer to Exhibit C for the Project Execution Plan.

BASE FEE TOTAL

Stipulated Sum Fee of **Two Million Three Hundred Fifty-Three Seven Hundred and Sixty-One Dollars and 00/100 (\$2,353,761.00).**

Please refer to Exhibit D (Standard Labor Rates) and Exhibit D-1 (Staffing Plan).

BILLING & PAYMENT SCHEDULE

Invoices will be submitted on the first day of each month in accordance with the billing and payment terms outlined in **Exhibit E**.

ADDITIONAL SERVICES

Any services not specifically included in this proposal will be considered additional services. Such services will be billed according to our hourly fee schedule (see Exhibit D) or under a separate proposal, as applicable. All additional services must be approved in writing by the City of Pharr prior to commencement.

EXCLUSIONS

This proposal excludes the following services:

- Architectural or Engineering Design Services
- Site Surveys and Platting
- Construction Materials Testing
- Environmental and Geotechnical Testing
- Commissioning
- Legal services or representation, including support for claims, disputes, or litigation.
- Hazardous materials identification, abatement design, or remediation management.
- Public outreach and/or community engagement

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Phase I – Strategic Phase (2 Months)

Brownstone will lead the City of Pharr through the Strategic Phase, also known as Pre-Project Planning, to ensure that all foundational decisions are made deliberately and align with the City's objectives. This phase is critical for managing risk, establishing budget reliability, and improving project outcomes.

1. Confirm Project Goals and Vision — Facilitate alignment on project objectives, functional and spatial requirements, community expectations, and quality benchmarks.
2. Establish Scope, Budget, and Schedule Parameters — Assist in aligning the total project budget—including hard and soft costs—with current market conditions, funding capacity, and project intent.
3. Master Planning & Site Strategy — Review site conditions, utility infrastructure, zoning, and access. Advise on any site limitations and recommend phasing strategies.
4. Program Development and Facilities Planning — Assist in refining space programming, user needs, and operational requirements to inform the upcoming design phase.
5. Delivery Method Confirmation & CMAR Procurement Coordination — Support the City's use of the CMAR method by confirming suitability and initiating early steps in the CMAR selection process. Activities during this phase will overlap with the Procurement Phase.
6. Project Governance & Communication Setup — Define communication protocols, reporting tools, and responsibilities across City staff, stakeholders, and consultants. Establish the project management information system (e.g., Autodesk Build).
7. Early Risk Identification — Assess potential project risks including permitting, procurement, utility coordination, and funding limitations. Develop early mitigation strategies.
8. Design Criteria Alignment — Assist in identifying early design criteria such as architectural character, construction quality, sustainability goals, and event functionality.
9. Scheduling and Procurement Planning — Provide preliminary milestone schedules and assist in identifying long-lead items, volume procurement opportunities, and future contracting needs.
10. Best Practice Tools — Utilize industry tools such as the Project Definition Rating Index (PDRI), benchmarking, and partnering frameworks to assist in early decision-making.

Phase II – Design Phase (9 Months) - Brownstone Consultants will provide services for the City of Pharr Events Center project for the design phase as follows:

1. Bi-Weekly Design Phase – Brownstone will schedule bi-weekly design meetings with the design team and other project stakeholders. Brownstone will assist in developing meeting documentation, including but not limited to agendas, exhibits, and minutes. All meeting documents will be logged in the Project Management Information System.
2. Oversight and Management of Design Team – Brownstone will guide, oversee, and manage the design team throughout the development of the design package. Brownstone will coordinate other project consultants with the design team to ensure the Owner's imperatives are incorporated into the final construction documents.
3. Review of Design Documents – Brownstone will continually review the construction documents before issuing the notice-to-proceed for construction.

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

4. In conjunction with the CMAR, perform a constructability review of contract documents with the city and the Architect and provide a cost analysis of potential cost savings and possible time impact on the completion date.
5. Validate cost estimates and budget allocations throughout the design process to prevent overruns.
6. Monitor schedule adherence and provide early warnings of potential delays.
7. Evaluate value engineering opportunities to optimize project cost without compromising quality or performance.
8. Monitor project risks related to design, permitting, or construction feasibility and develop mitigation strategies.
9. Review of Architect and other Project Consultant Invoices – Brownstone will receive, review, and recommend approval of all project invoices prior to distribution to the City.
10. Serve as the primary liaison between the City of Pharr, the design team, and other key stakeholders to facilitate clear and effective communication.
11. Provide regular progress reports, design status updates, and risk assessments to City leadership.
12. Maintain thorough documentation of all project records and regularly update the Project Management System (Autodesk Build).

Phase III – Procurement Phase (3 Months) - Concurrent with Phase I and Early Phase II.

Although independently defined, this phase overlaps with the strategic phase and design activities.

1. CMAR Solicitation Support — Assist in preparing and issuing the CMAR solicitation package in accordance with Texas Government Code Chapter 2269.
2. Procurement Process Facilitation — Coordinate pre-submittal meetings, proposal evaluations, interviews, and committee reviews.
3. Best-Value Evaluation Support — Review CMAR responses for scope alignment, qualifications, and budget compatibility.
4. Contract Finalization — Support negotiations and contract development for award execution.
5. Documentation and Compliance — Maintain procurement records and ensure compliance with statutory requirements.

Phase III - Construction Phase (24 Months) – Brownstone Consultants is proposing the following scope of services for the construction phase of the City of Pharr Events Center project.

1. Conduct Partnering Session simultaneously with the pre-construction meeting.
2. Update the Engineering Department and City Leadership monthly on the status of the project based upon mutually agreed format.
3. Monitor site records for shop drawings, shop drawings logs, RFI logs, deficiency logs, Change Order logs, Proposal Change logs, and ASI logs.
4. Monitor the Contractor Schedule and advise the City of construction schedule slippage and work with City personnel to bring the project back to schedule.

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

5. Review the contractor's pay applications with the City, Architect and Contractor to confirm compliance with work in place.
6. Attend site meetings as necessary.
7. Full-time on-site observation to monitor construction progress, verify compliance with the approved schedule, and identify any potential delays or issues.
8. Utilize the Raken App to collect and document construction data during site visits, including:
 - Workforce headcounts and contractor activity logs
 - Equipment usage and material deliveries
 - Weather conditions and any related impacts
 - Notable progress, milestones, and challenges encountered
 - Maintain a continuous presence in the field to observe contractor performance and adherence to contract requirements without performing formal inspections.
9. Evaluate requests for proposed changes and change orders and make recommendations to City personnel and the Architect.
10. Attend pre-installation meetings with the contractor and subcontractors.
11. Review as-built drawings and completeness of all close-out documentation, warranties, and guarantees for conformance with specifications requirements.
12. Perform a cost analysis of each change order issued and challenge the contractor's pricing if necessary.
13. Coordinate Independent Testing Firm's Activities & Assist in Procurement of these firms (Test & Air Balance, Material Testing, Commissioning, etc.)
14. Review the results of the Owner-provided Independent Testing Firm for Compliance with Construction Documents.
15. Coordinate Vendors under Separate Contracts to Owner (Security, Data, Voice, Furniture, etc.)
16. Assist in Managing Construction Contracts and General Conditions.
17. Serve as the primary liaison between the City of Pharr and the contractor to facilitate clear and effective communication.
18. Assist in the development of the project punch list, ensuring all outstanding items are accurately identified and documented
19. Evaluate project status and provide a recommendation for the issuance of the Substantial Completion certificate.
20. Track punch list progress and participate in back-punch site visits to verify completion of corrective work.
21. Assess final project conditions and, if applicable, recommend issuing the Final Completion certificate.
22. Provide regular progress reports, design status updates, and risk assessments to City leadership.
23. Maintain thorough documentation of all project records and regularly update the Project Management System (Autodesk Build).
24. Participate in bi-weekly construction meetings, ensuring action items are documented and tracked.

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Post-Construction & Closeout Phase (3 months) – Brownstone Consultants will provide services for the City of Pharr Events Center project after substantial completion and prior to final completion as follows:

1. Oversee turnover of all certification documentation.
2. Coordinate training of facility maintenance staff for familiarization with all systems.
3. Review all contractual and warranty obligations for compliance with all documents such as operations and maintenance manuals.
4. Assist in developing a tickler file of all warranty deadlines for each project.
5. Coordinate Reviews of Warranty items after a thirty (30) day period.
6. Coordinate post-occupancy evaluation of facility with design team prior to the warranty expiration (One-Year).

Consultant's Additional Services

Advance Authorization Required - If authorized in writing by the Owner, the Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Prepare applications for governmental approvals.
2. Make measured drawings of or investigate existing conditions or facilities.
3. Perform services resulting from significant changes in scope, extent, or character.
4. Undertake investigations and studies in addition to those specified in Basic Services.
5. Furnish services attributable to more than one prime contract.
6. Perform services during out-of-town travel required of the Consultant other than for visits to the site or Owner's office.
7. Project Commissioning after final completion.
8. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY OWNER

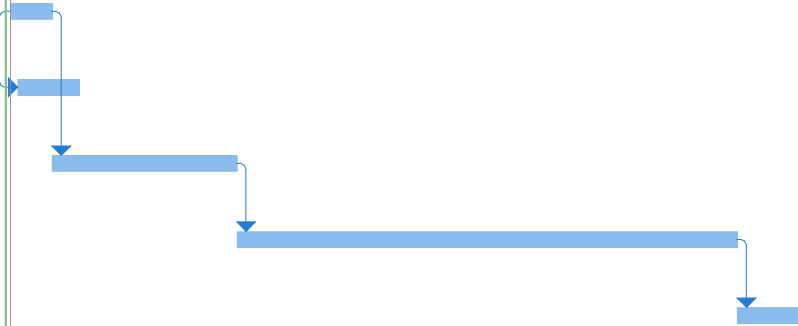
In addition to other responsibilities of the Owner, as set forth in the Agreement, the Owner shall:

1. Provide the Consultant with information as to the Owner's requirements for the project, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, expandability, and budgetary limitations.
2. Furnish copies of the Owner's standard forms, conditions, and related documents for inclusion in the project, when applicable.
3. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.

EXHIBIT C - PROJECT EXECUTION PLAN

CITY OF PHARR EVENTS CENTER

ID	 Task Mode	Task Name	Duration	Start	Finish	2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027	Half 1, 2028	Half 2, 2028
1		Strategic Phase	60 days	Tue 5/20/25	Fri 7/18/25	M	J	A	S	O	N	D	J
2		Procurement Phase	90 days	Fri 5/30/25	Wed 8/27/25	J	A	S	O	N	D	J	F
3		Design Phase	270 days	Sat 7/19/25	Tue 4/14/26	J	A	S	O	N	D	J	F
4		Construction Phase	730 days	Wed 4/15/26	Thu 4/13/28	J	A	S	O	N	D	J	F
5		Post Construction Phase	90 days	Fri 4/14/28	Wed 7/12/28	J	A	S	O	N	D	J	F



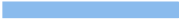
Project: Exhibit C- Work Execut Date: Tue 5/13/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

EXHIBIT D
CITY OF PHARR - HOURLY LABOR RATE SCHEDULE
TIPS NO. 23010401-5248

Labor Category / Personnel (all rates shown are hourly)	2025 Contract Rate	% Discount	TIPS Price Not to Exceed
Principal in Charge / Executive	\$ 290.00	5%	\$ 275.50
Senior Project Manager (PE/PMP/AIA)	\$ 240.00	5%	\$ 228.00
Project Manager (CCM)	\$ 200.00	5%	\$ 190.00
Cost Estimator	\$ 180.00	5%	\$ 171.00
Project Scheduler	\$ 175.00	5%	\$ 166.25
Assistant Project Manager	\$ 160.00	5%	\$ 152.00
Sr. Construction Inspector	\$ 122.00	5%	\$ 115.90
Project Engineer	\$ 120.00	5%	\$ 114.00
Construction Inspector	\$ 100.00	5%	\$ 95.00
Record Keeper	\$ 90.00	5%	\$ 85.50
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 84.00	5%	\$ 79.80
Project Control Specialist	\$ 78.00	5%	\$ 74.10
Admin/Clerical	\$ 62.00	5%	\$ 58.90
Direct Expenses	Rate	% Discount	TIPS Price Not to Exceed
Travel			
Lodging (per night)	\$ 150.00	0%	\$ 150.00
Per Diem (Meals)	\$ 60.00	0%	\$ 60.00
Airfare	Cost	0%	Cost
Car Rental (per day)	\$ 80.00	0%	\$ 80.00
Parking	Cost	0%	Cost
Mileage (per mile)	\$ 0.700	0%	\$ 0.700
Copies			
8.5 x 11 (per sheet)	\$ 1.00	0%	\$ 1.00
11 x 17 (per sheet)	\$ 2.50	0%	\$ 2.50
Overnight Mail (EA)	\$ 35.00	0%	\$ 35.00
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	\$ 250.00	0%	\$ 250.00
Contract Rates include labor, overhead, and profit. Once rates are negotiated, they are not subject to change or adjustment.			
Contract rates are subject to an annual increase of 3% to account for inflation and market adjustments.			

CITY OF PHARR EVENTS CENTER & MASTER PLAN

Project Management Services - Fee Proposal - Brownstone Consultants

Direct (Billable) Hours / Year	1920
Annual Hourly Rate Increase	0.0%
Hours per Month	160

Project Management Team		
Role	Staff	Rate
Principle in Charge / Project Executive	Del Angel	\$ 275.50
Senior Project Manager	Gallegos	\$ 228.00
Project Managers		
Project Manager	TBD	\$ 190.00
Assistant Project Manager	n/a	\$ 152.00
Project Management Support Team		
Cost Estimator	Vargas	\$ 171.00
Project Scheduler	Del Angel	\$ 166.25
Construction Inspector	TBD	\$ 95.00
UAS Pilot	Ayala	\$ 79.80
Project Control Specialist	Pacheco	\$ 74.10
Admin/Clerical	Alameda	\$ 58.90

[illegible]

FEE SUMMARY BY PHASE		
Phase	Hours	Fee
Strategic	832	\$ 135,43
Design	2,085	\$ 332,12
Construction	12,077	\$ 1,765,25
Post Construction	1,386	\$ 192,21

2025																
Role	Rate	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Strategic Phase		Design Phase						Total Hrs	Amount
		FTE	FTE	FTE	FTE	FTE	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25			
Principle in Charge / Project Executive	\$ 275.50						0.50	0.50	0.06	0.06	0.06	0.06	0.06	208	\$ 57,304	
Senior Project Manager	\$ 228.00						0.50	0.50	0.50	0.50	0.50	0.50	560	\$ 127,680		
														-	\$ -	
														-	\$ -	
Project Managers																
Project Manager	\$ 190.00								0.25	0.25	0.25	0.25	160	\$ 30,400		
Assistant Project Manager	\$ 152.00													-	\$ -	
	\$ -													-	\$ -	
Project Management Support Team																
Cost Estimator	\$ 171.00						0.30	0.30	0.05	0.05	0.05	0.05	0.05	136	\$ 23,256	
Project Scheduler	\$ 166.25						0.30	0.30	0.05	0.05	0.05	0.05	0.05	136	\$ 22,610	
Construction Inspector	\$ 95.00													-	\$ -	
UAS Pilot	\$ 79.80													-	\$ -	
Project Control Specialist	\$ 74.10						0.75	0.75	0.50	0.50	0.50	0.50	640	\$ 47,424		
Admin/Clerical	\$ 58.90						0.25	0.25	0.06	0.06	0.06	0.06	0.06	128	\$ 7,539	
														-	\$ -	
Total							2.60	2.60	1.22	1.47	1.47	1.47	1.47	1,968	\$ 316,213	
											Avg. Monthly Hours/Billing		164	\$ 26,351		

2026															
Role		Design Phase				Construction Phase								Total Hrs	Amount
		Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
Rate		FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE		
Principle in Charge / Project Executive	\$ 275.50	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	115	\$ 31,738
Senior Project Manager	\$ 228.00	0.50	0.50	0.50	0.50	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	640	\$ 145,920
														-	\$ -
Project Managers															
Project Manager	\$ 190.00	0.25	0.25	0.25	0.25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1,440	\$ 273,600
Assistant Project Manager	\$ 152.00													-	\$ -
														-	\$ -
Project Management Support Team															
Cost Estimator	\$ 171.00	0.05	0.05	0.05	0.05	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	224	\$ 38,304
Project Scheduler	\$ 166.25	0.05	0.05	0.05	0.05	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	160	\$ 26,600
Construction Inspector	\$ 95.00					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1,280	\$ 121,600
UAS Pilot	\$ 79.80				0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	72	\$ 5,748
Project Control Specialist	\$ 74.10	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	960	\$ 71,136
Admin/Clerical	\$ 58.90	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	115	\$ 6,785
														-	\$ -
Total		1.47	1.47	1.47	1.52	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	5,006	\$ 721,428
													Avg. Monthly Hours/Billing	417	\$ 60,119
2027															
Role		Construction Phase												Total Hrs	Amount
		Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27		
Rate		FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE		
Principle in Charge / Project Executive	\$ 275.50	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	115	\$ 31,738
Senior Project Manager	\$ 228.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	480	\$ 109,440
														-	\$ -
Project Managers															
Project Manager	\$ 190.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1,920	\$ 364,800
Assistant Project Manager	\$ 152.00													-	\$ -
														-	\$ -
Project Management Support Team															
Cost Estimator	\$ 171.00	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	288	\$ 49,248
Project Scheduler	\$ 166.25	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	192	\$ 31,920
Construction Inspector	\$ 95.00	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1,920	\$ 182,400
UAS Pilot	\$ 79.80	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	96	\$ 7,661
Project Control Specialist	\$ 74.10	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	960	\$ 71,136
Admin/Clerical	\$ 58.90	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	115	\$ 6,785
														-	\$ -
Total		3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	6,086	\$ 855,128
													Avg. Monthly Hours/Billing	507	\$ 71,261

2028																
		Construction Phase				Post Construction Phase									Total Hrs	Amount
Role	Rate	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28			
		FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE			
Principle in Charge / Project Executive	\$ 275.50	0.06	0.06	0.06	0.06	0.06	0.06	0.06						67	\$ 18,514	
Senior Project Manager	\$ 228.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25						280	\$ 63,840	
														-	\$ -	
Project Managers																
Project Manager	\$ 190.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1,120	\$ 212,800	
Assistant Project Manager	\$ 152.00													-	\$ -	
														-	\$ -	
Project Management Support Team																
Cost Estimator	\$ 171.00	0.05	0.05	0.05	0.05									32	\$ 5,472	
Project Scheduler	\$ 166.25	0.05	0.05	0.05	0.05									32	\$ 5,320	
Construction Inspector	\$ 95.00	1.000	1.000	1.000	1.000	1.000	1.000	1.000						1,120	\$ 106,400	
UAS Pilot	\$ 79.80	0.05	0.05	0.05	0.05	0.05	0.05							40	\$ 3,192	
Project Control Specialist	\$ 74.10	0.50	0.50	0.50	0.50	0.50	0.50	0.50						560	\$ 41,496	
Admin/Clerical	\$ 58.90	0.06	0.06	0.06	0.06	0.06	0.06	0.06						67	\$ 3,958	
														-	\$ -	
Total		3.02	3.02	3.02	3.02	2.92	2.87	2.87						3,318	\$ 460,992	
													Avg. Monthly Hours/Billing		277	\$ 38,416

Exhibit "E"

BILLING & PAYMENT SCHEDULE

INV #	Month/Year	Monthly	Cumulative	Project Phase
1	Jul-25	\$ 67,716.00	\$ 67,716	Strategic
2	Aug-25	\$ 67,716.00	\$ 135,432	Strategic
3	Sep-25	\$ 30,076.24	\$ 165,508	Design
4	Oct-25	\$ 37,676.24	\$ 203,184	Design
5	Nov-25	\$ 37,676.24	\$ 240,861	Design
6	Dec-25	\$ 37,676.24	\$ 278,537	Design
7	Jan-26	\$ 37,676.24	\$ 316,213	Design
8	Feb-26	\$ 37,676.24	\$ 353,889	Design
9	Mar-26	\$ 37,676.24	\$ 391,566	Design
10	Apr-26	\$ 37,676.24	\$ 429,242	Design
11	May-26	\$ 38,314.64	\$ 467,557	Design
12	Jun-26	\$ 71,260.64	\$ 538,817	Construction
13	Jul-26	\$ 71,260.64	\$ 610,078	Construction
14	Aug-26	\$ 71,260.64	\$ 681,338	Construction
15	Sep-26	\$ 71,260.64	\$ 752,599	Construction
16	Oct-26	\$ 71,260.64	\$ 823,860	Construction
17	Nov-26	\$ 71,260.64	\$ 895,120	Construction
18	Dec-26	\$ 71,260.64	\$ 966,381	Construction
19	Jan-27	\$ 71,260.64	\$ 1,037,642	Construction
20	Feb-27	\$ 71,260.64	\$ 1,108,902	Construction
21	Mar-27	\$ 71,260.64	\$ 1,180,163	Construction
22	Apr-27	\$ 71,260.64	\$ 1,251,424	Construction
23	May-27	\$ 71,260.64	\$ 1,322,684	Construction
24	Jun-27	\$ 71,260.64	\$ 1,393,945	Construction
25	Jul-27	\$ 71,260.64	\$ 1,465,206	Construction
26	Aug-27	\$ 71,260.64	\$ 1,536,466	Construction
27	Sep-27	\$ 71,260.64	\$ 1,607,727	Construction
28	Oct-27	\$ 71,260.64	\$ 1,678,987	Construction
29	Nov-27	\$ 71,260.64	\$ 1,750,248	Construction
30	Dec-27	\$ 71,260.64	\$ 1,821,509	Construction
31	Jan-28	\$ 71,260.64	\$ 1,892,769	Construction
32	Feb-28	\$ 67,194.64	\$ 1,959,964	Construction
33	Mar-28	\$ 67,194.64	\$ 2,027,159	Construction
34	Apr-28	\$ 67,194.64	\$ 2,094,353	Construction
35	May-28	\$ 67,194.64	\$ 2,161,548	Construction
36	Jun-28	\$ 64,496.64	\$ 2,226,045	Post Construction
37	Jul-28	\$ 63,858.24	\$ 2,289,903	Post Construction
38	Aug-28	\$ 63,858.24	\$ 2,353,761	Post Construction

BY AND BETWEEN THE CITY OF PHARR, AS OWNER, AND BROWNSTONE CONSULTANTS LLC AS
CONSTRUCTION MANAGER FOR THE CITY OF PHARR EVENTS CENTER PROJECT

**LIMITED ASSIGNMENT OF TIPS AWARDED JOB ORDER CONTRACT – PROJECT SPECIFIC
TERMS AND CONDITIONS OF LIMITED ASSIGNMENT**

The following tri-party limited assignment of contract ("Assignment") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center, a governmental entity, and the Assignor and Assignee identified herein (individually, "Party", and collectively the "Parties") and this Assignment shall exclusively govern the terms of the limited assignment between the Parties. This Assignment is created to transfer to Assignee certain contractual rights and obligations afforded to Assignor through its awarded TIPS Contract, identified herein, to permit the specific TIPS Sale identified herein.

TIPS Contract(s) Subject to Assignment: *(include contract name & number)*: _____

Trades, Labor, and Materials (Non-JOC) - 23010401

Assignor *(Awarded TIPS Contract Holder)*: The Scarlett Group

Assignee *(Entity Assigned Contract)*: Brownstone Consultants LLC

Assignment Number *(Included by TIPS)*: 23010401-5248

Effective Date(s) of Assignment: Date of final Party Signature

TIPS Member Customer Name: city of Pharr

Assignment Number *(Included by TIPS)*: 23010401-5248

The single TIPS Sale approved by this fully executed form is described below. No other sales are permitted under this Assignment:

Project Description: _____

Construction project management Event Center

Project Site Location(s): _____

281 W Ferguson Ave Pharr, TX

Estimated Project Cost: \$2,500,000

Date of Estimated Substantial Completion: January 2027

TIPS Administration Fee to be Paid to TIPS: 2%

Payment of TIPS Administration Fee Responsibility: TIPS Vendor Assignor: _____ or Assignee X

Assignor Consideration: \$500

- I. Authority.** Contracts are a form of intangible property and Texas law permits the assignment of some or all of a party's rights or the delegation of some or all of a party's performance, or both to a third-party. TIPS, as a government entity, publicly procures, evaluates, and awards Vendors ("Awarded TIPS Vendors"). Upon award, Awarded TIPS Vendors enter a contract with TIPS, which controls the legal terms, conditions, limitations, and pricing applicable to TIPS' public entity and non-profit member ("TIPS Member") sales ("TIPS Sales"). The intent of this Assignment is to permit an Awarded TIPS Vendor, Assignor, to delegate and assign limited rights and obligations under its TIPS Contract(s) to Assignee to make the specific TIPS Sale identified herein subject to the same legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors' TIPS Sales. *This Assignment does not qualify Assignee as an individually Awarded TIPS Vendor but does qualify the Assignee to make a TIPS Sale under the Assignor's TIPS Vendor Agreement, herein assigned with written authorization of the TIPS Member.*
- II. Prerequisites.** No Assignment may be executed without TIPS' confirmation of receipt of the TIPS Member Customer Assignment Acknowledgement Form ("Member Acknowledgement"). Upon TIPS' confirmation of receipt of the Member Acknowledgement, prior to the execution of this Assignment, Assignee must provide to TIPS three (3) reference letters which must be: (1) from a customer who has used Assignee's services; (2) Signed and on customer letterhead, and; (3) include a date within the 12-months preceding submission to TIPS. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without three (3) customer reference letters meeting these requirements. Prior to the execution of this Assignment, the Assignee must provide TIPS proof of bonding capacity equivalent to or greater than the estimated cost of the anticipated project subject to this Assignment. This required proof of bonding capacity must have been issued on or after the date on which TIPS provided this document to Assignee. Assignee may need to provide additional capacity if the estimated cost of the project subject to this Assignment increases with TIPS approval.
- III. Limited Assignment.** Assignor retains all contractual rights and obligations under the identified contract and may continue operating under its assigned TIPS Contract(s) subject to the terms and conditions therein. However, Assignor is temporarily assigning and delegating, limited, non-exclusive rights under the referenced contract to the Assignee for the purpose of performing and completing the TIPS Sale specified herein. Assignor agrees that, with the agreement of TIPS, Assignor has the right to assign and delegate the TIPS Contract(s) and that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner. Assignor agrees that it will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights. Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, to the Assignee.
- IV. Liability.** The Parties agree that Assignee shall be legally responsible for the TIPS Sale made pursuant to this Assignment. Assignee hereby knowingly, expressly releases TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, contractors, successors, and assigns and agrees that TIPS, the TIPS Member, and Assignor shall have no liability for any alleged act or omission of Assignee or any third-party arising out of the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment.
- V. Supplemental Purchase Agreements or Contracts for Assignee TIPS Sales.** Assignee and TIPS Member Customers typically negotiate and enter a direct or supplemental contract, agreement, purchase order, or other similar purchase document, including its own specific terms such as: shipping, freight, insurance, wages, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, alternative dispute resolution, etc. ("Supplemental Purchase Agreement"), which TIPS encourages and expects. TIPS and Assignor are not a party to any Supplemental Purchase Agreements entered into between TIPS Member Customer and Assignee. Assignee accepts and understands that TIPS is not a legal party to the TIPS Sale and Assignee is responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. When Assignee accepts or fulfills the TIPS Sale, Assignee is representing that Assignee has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. The Supplemental Purchase Agreement shall dictate the scope of services, the project delivery expectations, the scheduling

of projects and milestones, dispute terms, the support requirements, and all other terms applicable to the specific TIPS Sale between the Assignee and the TIPS Member.

VI. Indemnity. Assignee agrees to indemnify, defend, and hold harmless TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, and contractors, successors, and assigns, from and against any and all claims, losses, damages and/or expenses, including, but not limited to damages, judgments, attorneys' fees, expert witness fees, court costs, consequential damages, and costs of settlement arising out of claims related to the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment. TIPS, the TIPS Member, and the Assignor shall not be liable for any claims arising out of alleged violation of any Supplemental Purchase Agreement between Assignee and TIPS Member Customer, any payment or non-payment for any TIPS sales, any alleged defects of goods or services, or any damages to other property or any personal injury. Payment or non-payment for TIPS purchases between TIPS Member Customers and Assignee and inspections, rejections, or acceptance of such purchases shall be the exclusive obligation of TIPS Member Customers and Assignee, and disputes shall be handled in accordance with the terms of the Supplemental Purchase Agreement entered into between Assignee and TIPS Member Customer. TIPS and Assignor are not dealers, subcontractors, resellers, or otherwise in the chain of sale of Assignee's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Assignee's goods and services, should any arise.

VII. Assignor Assumption of Risk. The Parties intend that Assignee shall be responsible and liable for its TIPS Sales pursuant to this Assignment. However, Assignor agrees that it is voluntarily assigning and delegating rights and obligations under its awarded TIPS Contract. In doing so, Assignor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, damages, costs and expenses, and all other liability of any nature whatsoever, arising out of claims related to Assignee's TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment that may be asserted against Assignor whether rightfully brought or otherwise.

VIII. Specific Sale Approval. This Assignment authorizes only the single TIPS Sale identified herein. Any attempt by Assignor or Assignee to add, initiate, or make another, unauthorized TIPS Sale under this Agreement is a violation of contract and law. TIPS reserves the right to pursue any legal action available for such violation. If the scope of value of the TIPS Sale identified herein changes, TIPS must be notified within ten (10) business days and shall confirm whether the additional scope and cost may be included under this Assignment. Otherwise, the additional scope and cost shall not be considered procured through TIPS unless retroactively accepted by TIPS in writing.

IX. Exclusivity. This Assignment is non-exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the approval of TIPS.

X. Bonding, Insurance, & Member Terms. Payment and Performance or other bonding or insurance requirements of the TIPS Member Customer for an Assignment TIPS Sale are the responsibility of the Assignee. TIPS Members may seek to include state, city, or locally required terms and conditions in the Supplemental Agreement. When applicable, performance bonds, payment bonds, insurance, and specific certifications and local wage rates will be required for construction or labor-required jobs. Assignee will meet the TIPS Member Customer's local and state purchasing requirements.

XI. Specific Sale Survival Clause. The terms and conditions of this Assignment and the assigned contract(s) identified herein shall apply the TIPS Sale by Assignee, which is properly permitted pursuant to the terms and conditions of this Assignment and shall survive termination of this Assignment or the termination of the Assignor's assigned Contract(s) identified herein until completion of the TIPS sale of goods or services by Assignee.

XII. Termination for Convenience. TIPS reserves the right to immediate termination of this Assignment at will, for cause, no cause, or for convenience, with the issuance of written or electronic notice to the Parties at the email addresses

provided in the signature block herein or those otherwise on file for the Parties. This Assignment may be terminated by any Party for cause, no cause or for convenience with ten (10) days written notice to the other Parties. Assignee is not granted rights to assign or delegate and rights or obligations under the assignment to any party or for any purpose.

XIII. Term of the Agreement. The term of this Assignment is ninety (90) calendar days from the Effective Date of this Assignment. The Effective Date is the date of the final Party signature below. If the Specific TIPS Sale completes or terminates before the ninety (90) calendar days, that shall instead conclude the term of this Assignment.

XIV. Failure to Propose. Assignee is hereby notified that this Assignment is intended to be a temporary facilitation of a TIPS Sale. Failure to timely submit a response to the next upcoming published TIPS Solicitation which encompasses Assignee's offered goods or services may result in immediate termination of this and any other Assignment to which Assignee is a party and prohibition of future Assignments, at TIPS sole discretion. It is the contractual duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation(s) which encompasses Assignee's offered goods or services to which they must timely submit a proposal in a best effort to obtain TIPS Awarded Vendor status. TIPS may deny future requests for Assignment for Assignee's failure to propose as described herein.

XV. Payment of the TIPS Administration Fee. Payment of TIPS Administration Fees, as provided for in the TIPS Contract documents named in Exhibit "A" and identified herein shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" is identified herein. The Assignee shall pay the designated TIPS Administration Fee to TIPS which is typically a percentage of the total price of the TIPS Sale.

XVI. Separate Assignor Consideration. In consideration thereof, the Assignor acknowledges receipt of the consideration identified herein paid by the Assignee as good and valuable consideration.

XVII. Controlling Terms. Assignee agrees to be bound by all terms and conditions of the named TIPS Contract and shall comply with all applicable federal, state and local law, regulations, and rules. The Assignor's TIPS Contract, the incorporated Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP), and the Assignor's comprehensive response to the TIPS Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP), are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor for all TIPS sales made by Assignee pursuant to this Assignment. If all named documents of Exhibit "A" are not properly attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Assignment, Assignor expressly authorizes TIPS to release all portions of Assignor's proposal response and TIPS Contract to Assignee including all pricing and documentation whether or not deemed confidential by Assignor. It is the responsibility of each party to request, obtain, and read, with the assistance of counsel if necessary, each document making up Assignor's TIPS Contract identified herein. The signature of a Party is express confirmation that the signing Party read, understood, and agreed to the terms of the documents making up Assignor's TIPS Contract, whether or not properly included in Exhibit "A."

XVIII. Reporting TIPS Sales. The TIPS Sales made by Assignee pursuant to this Assignment must be reported to TIPS as required by the assigned contract and as instructed by TIPS. Each payment received by Assignee for the TIPS Sale must be reported to TIPS as required by the assigned TIPS Contract.

XIX. Compliance with the Law. Assignor and Assignee agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Assignment.

XX. Entire Assignment. This Assignment constitutes the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

XXI. Severability. If any term(s) or provision(s) of this Assignment are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment, and the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired

or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Assignment to be inconsistent with the intent of the Parties hereto.

XXII. Waiver. No waiver of any single breach or multiple breaches of any provision of this Assignment shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

XXIII. Binding Assignment. This Assignment shall be binding and inure to the benefit of the Parties hereto and their respective heirs, and legal successors.

XXIV. Headings. The paragraph headings contained in this Assignment are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Assignment.

XXV. Choice of Law and Venue. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Assignment or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of this Assignment or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

XXVI. Immunity. The Parties agree that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

XXVII. Member Customer Authority. Because the laws and policies applicable to a TIPS Member purchase vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS can never advise an Assignor, Assignee, or TIPS Member whether a cooperative or assignment purchase is viable for any specific customer or sale. Whether to proceed with a TIPS Sale, via Assignment of Contract or otherwise, is always the determination of the TIPS Member, with the Assistance of counsel, if necessary. Assignor, Assignee, and TIPS may offer this public procurement option to TIPS Members but shall not proceed without the written authority of the TIPS Member.

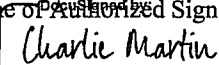
XXVIII. Legality of Assignment. The laws and policies applicable to TIPS permit limited assignment of TIPS Contracts by TIPS. It is up to the Assignor and Assignee to determine whether the Assignment of Contract is permissible under the laws and policies of their jurisdiction and those applicable to the TIPS Sale. TIPS shall not be responsible for failure of Assignor and Assignee to confirm whether Assignment of Contract is appropriate under their laws and jurisdiction and those applicable to the TIPS Sale.

XXIX. Relationship of the Parties. Nothing contained in this Assignment shall be construed to make one Party an agent of another Party nor shall any party have any authority to bind another in any respect, unless expressly authorized by the other party in writing. Nothing herein creates a relationship of employment, trust, agency or partnership between them.

The parties hereto, each acting under due and proper authority, have signed this Agreement.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Charlie Martin

Signature: 
DA0DD003CEA74E5...

Title: Chief Operating Officer

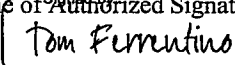
Address: 4845 US Hwy 271 N

City, State Pittsburg, TX

Zip: 75686 Date: 5/9/2025

Name of Assignor Company: The Scarlette Group

Printed Name of Authorized Signatory: Jason Scarlette or Tom Ferrentino

Signature: 
0075686B446A442

Title: President or Business Development & Strategy

Address: 4901 W Rio Vista Ave Ste B2

City, State Tampla, FL

Zip: 33634 Date: 5/9/2025

Primary Contact Name: Jason Scarlette or Tom Ferrentino

Primary Contact Phone: (445) 205-0705

Primary Contact Email: jason@thescarlette.com or tom@thescarlettegroup.com

Name of Assignee Company: Brownstone Consultants LLC

Printed Name of Authorized Signatory: Juan C Del Angel

Signature: 
74A30073A30345A...

Title: Managing Partner

Address: 2205 N Jackson Rd

City, State McAllen, TX

Zip: 78501 Date: 5/9/2025

Primary Contact Name: Carlos Del Angel

Primary Contact Phone: (956) 307-3057

Primary Contact Email: carlos@bstone.biz

EXHIBIT "A"

Exhibit "A" includes:

1. Assignor's TIPS Contract, including Vendor's entire proposal, is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Competitive Sealed Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Contract: https://www.tips-usa.com/assets/Vendorspdf/23010401_CONTRACT_Trades_The_Scarlette_Group.pdf

TIPS Request for Competitive Sealed Proposal:

[https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20\(RFP\)%20-%20\(Part%201\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20(RFP)%20-%20(Part%201).pdf)

If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A." It is the responsibility of each Party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a Party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.C.

DATE SUBMITTED: May 15, 2025

MEETING DATE: May 19, 2025

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 Professional Service Contract for design services for the Pharr Events Center Improvements Project with The Warren Group from McAllen, TX 78501. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr is in need of design services for the Pharr Events Center Improvements Project. Staff recommends entering into a Professional Services Contract with the Warren Group for design services related to the Pharr Events Center project, following successful negotiations. - Project No. 2425-01-510- S18-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Maria Rangel

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/15/2025

Approved - 5/16/2025

Approved - 5/16/2025

New -



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Pharr
Dr. Johnathan Flores
City Manager
118 South Cage Blvd.
Pharr, Texas 78577
Telephone: (956) 402-4100

and the Architect:
(Name, legal status, address and other information)

Nassri-Warren Group Architects, Inc. d/b/a
The Warren Group Architects, Inc.
804 S Main Street
McAllen, Texas 78501
Telephone: (956) 994-1900

for the following Project:
(Name, location and detailed description)

CITY OF PHARR - NEW EVENTS CENTER
Located on US 281 – Cage Rd, Pharr Texas at the South-west corner of FM 495 and US 281 frontage.
Event Center is to seat 2,000 people when seating is laid out for banquets. Banquets (2,000-3,000 capacity), concerts and other events that do not require fixed seating.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Based on Master Plan approved on April 1, 2025. The facility is to accommodate the following:

Banquets (2000-3000) capacity, concerts and other events that do not require fixed seating.

Event Rooms that can be divided to accommodate different sized rooms for conferences.

Mezzanine Seating area

Catering Kitchen

Ample Storage for temporary staging, seating, table, props, etc.

Delivery Dock,

Outdoor community gathering spaces.

Our services will be delivered in an expedited form to allow construction to complete by the first trimester of 2027.

First level Gross Area 103,810 S.F. at the first level and 15,000 S.F., at the second-floor area, these areas will be adjusted as the project progresses.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

All lots 1 and 2, Amended Plat of M Palacios Subdivision, and addition to the City of Pharr, Hidalgo County Texas (1.97 Acres – Survey Provided), 2.054- acre tract of land referred to as Parcel #3 (2.06 ac) out of Lot 156, Kelly-Pharr

Subdivision, Hidalgo County Texas (survey provided), All of Alteeza subdivision, and Addition to the City of Pharr, Hidalgo County, Texas, save and except all of Lot 1 conveyed to L-V Valley Incement, LLC, Hidalgo County, Texas from Alteeza Development LLC 3.0.0 acre tract (survey provided). 4.316-acre tract being all Lot 1, Alteeza Subdivision, and addition to the City of Pharr, Hidalgo County, Texas (Document No. 3471513 survey provided). 22.7578 EDC owned property located immediately south and west of the property described above (survey provided). 23.48-acre tract of land, more or less, out of the Lots 155 and 156 Kelly-Pharr Subdivision, Hidalgo County, Texas from Pharr Economic Development Corporation II (Document No. 3492955, Official records of Hidalgo County, Texas. We understand this survey is underway and will be provided by the city of Pharr when available. Approximately 2.436 acres fronting FM 495, City of Pharr is to provide a survey of this added site area

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposals.

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Jonathan B Flores
City Manager
City of Pharr, Texas
118 South Cage Blvd.
Pharr, Texas 78577
Telephone: (956) 402-4100

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

The Warren Group can assist the City of Pharr in acquiring three proposals from local Geotechnical Engineering Services and submit for your review and approval.

.2 Civil Engineer:

To be determined

The Warren Group can include Civil Engineering Services for an added fee.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Laura Nassri Warren, AIA, NCARB, President/Principal
email: lwarren@twgarch.com
Address: 804 South Main Street, McAllen, Texas 78501
Telephone: (956) 994-1900
Natanael Perez, Senior Project Manager
Crystal Chavez, Senior Project Manager

Erika Garza, BS. Senior Administrator § 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Carlos Rivera, (Acoustician)
Associate Principal
Jaffe Holden
114-A Washington Street
Norwalk, Connecticut 06854
(203) 623 – 1889

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to technical questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
-----------------------	--

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner / Architect
§ 4.1.1.2 Multiple preliminary designs (up to 2 revisions)	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner (note: can be provided an added fee)
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect-Limited
§ 4.1.1.14 Conformed documents for construction	Architect- One Round
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	General Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect, One Year after, One-Round
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner / Architect limited to Coordination with The City of Pharr's IT
§ 4.1.1.22 Security evaluation and planning	Owner / Architect limited to Coordination with The City of Pharr's IT
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment coordination	Owner / Architect limited to Coordination with The City of Pharr's IT
(Row deleted)	
§ 4.1.1.29 Other services provided by specialty Consultants	Acoustician Consultant, Aluminum Composite Framing Support.
§ 4.1.1.30 Other Supplemental Services	Signage

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Six (26) visits to the site up to 13 months by the Architect during construction
- .3 Two (2) inspections per month up to 13 months for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) Punchlist and One (1) follow-up Punchlist inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirteen (13) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly fee Schedule as (provided herein)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)

Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal	\$350.00
Engineer	\$200.00
Intern Architect	\$188.00
Technical Assistant	\$132.00
Clerical	\$151.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

DRAFT

Init.

/

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 11:49:28 ET on 05/16/2025 under Order No.2114500632 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1769428301)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:49:28 ET on 05/16/2025.

PAGE 1

City of Pharr
Dr. Johnathan Flores
City Manager
118 South Cage Blvd.
Pharr, Texas 78577
Telephone: (956) 402-4100

...

Nassri-Warren Group Architects, Inc. d/b/a
The Warren Group Architects, Inc.
804 S Main Street
McAllen, Texas 78501
Telephone (956) 994-1900

...

CITY OF PHARR - NEW EVENTS CENTER

Located on US 281 – Cage Rd, Pharr Texas at the South-west corner of FM 495 and US 281 frontage.
Event Cetner is to seat 2,000 people when seating is laid out for banquets. Banquets (2,000-3,000 capacity), concerts and other events that do not require fixed seating.

PAGE 2

Based on Master Plan approved on April 1, 2025. The facility is to accommodate the following:

Banquets (2000-3000) capacity, concerts and other events that do not require fixed seating.

Event Rooms that can be divided to accommodate different sized rooms for conferences.

Mezzanine Seating area

Catering Kitchen

Ample Storage for temporary staging, seating, table, props, etc.

Delivery Dock,

Outdoor community gathering spaces.

Our services will be delivered in an expedited form to allow construction to complete by the first trimester of 2027.

First level Gross Area 103,810 S.F. at the first level and 15,000 S.F., at the second-floor area, these areas will be adjusted as the project progresses.

...

All lots 1 and 2, Amended Plat of M Palacios Subdivision, and addition to the City of Pharr, Hidalgo County Texas (1.97 Acres – Survey Provided), 2.054- acre tract of land referred to as Parcel #3 (2.06 ac) out of Lot 156, Kelly-Pharr Subdivision, Hidalgo County Texas (survey provided), All of Alteeza subdivision, and Addition to the City of Pharr, Hidalgo County, Texas, save and except all of Lot 1 conveyed to L-V Valley Incestment, LLC, Hidalgo County, Texas from Alteeza Development LLC 3.0.0 acre tract (survey provided). 4.316-acre tract being all Lot 1, Alteeza

Subdivision, and addition to the City of Pharr, Hidalgo County, Texas (Document No. 3471513 survey provided). 22.7578 EDC owned property located immediately south and west of the property described above (survey provided). 23.48-acre tract of land, more or less, out of the Lots 155 and 156 Kelly-Pharr Subdivision, Hidalgo County, Texas from Pharr Economic Development Corporation II (Document No. 3492955, Official records of Hidalgo County, Texas. We understand this survey is underway and will be provided by the city of Pharr when available. Approximately 2.436 acres fronting FM 495, City of Pharr is to provide a survey of this added site area

PAGE 3

TBD

...

TBD

...

TBD

...

TBD

...

Competitive Sealed Proposals.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ – 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 – 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 – 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Dr. Jonathan B Flores
City Manager
City of Pharr, Texas
118 South Cage Blvd.
Pharr, Texas 78577
Telephone: (956) 402-4100

PAGE 4

To be determined

The Warren Group can assist the City of Pharr in acquiring three proposals from local Geotechnical Engineering Services and submit for your review and approval.

...

To be determined

The Warren Group can include Civil Engineering Services for an added fee.

...

Laura Nassri Warren, AIA, NCARB, President/Principal
email: lwarren@twgarch.com
Address: 804 South Main Street, McAllen, Texas 78501
Telephone: (956) 994-1900
Natanael Perez, Senior Project Manager
Crystal Chavez, Senior Project Manager

Erika Garza, BS. Senior Administrator § 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

...

To be determined

...

To be determined

PAGE 5

To be determined

...

Carlos Rivera, (Acoustician)
Associate Principal
Jaffe Holden
114-A Washington Street
Norwalk, Connecticut 06854
(203) 623 – 1889

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

PAGE 8

- 2 organizing and ~~conducting~~ participating in a pre-bid conference for prospective bidders;
- 3 preparing responses to technical questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- 4 organizing and conducting participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

PAGE 12

§ 4.1.1.1	Programming	<u>Owner / Architect</u>
§ 4.1.1.2	Multiple preliminary designs (up to 2 revisions)	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Architect</u>
§ 4.1.1.4	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Owner (note: can be provided an added fee)</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Architect-Limited</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect- One Round</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>General Contractor</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect, One Year after, One-Round</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Applicable</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner / Architect limited to Coordination with The City of Pharr's IT</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner / Architect limited to Coordination with The City of Pharr's IT</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Applicable</u>
§ 4.1.1.25	Fast-track design services	<u>Architect</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Applicable</u>
§ 4.1.1.28	Furniture, furnishings, and equipment coordination	<u>Owner / Architect limited to Coordination with The City of Pharr's IT</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Acoustician Consultant, Aluminum Composite Framing Support.</u>
§ 4.1.1.30	Other Supplemental Services	<u>Signage</u>

PAGE 14

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Twenty-Six (26) visits to the site up to 13 months by the Architect during construction

- .3 Two (2) inspections per month up to 13 months for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) Punchlist and One (1) follow-up Punchlist inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirteen (13) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[x] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 20

Seven (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

Hourly fee Schedule as (provided herein)

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

PAGE 21

<u>Principal</u>	<u>\$350.00</u>
<u>Engineer</u>	<u>\$200.00</u>
<u>Intern Architect</u>	<u>\$188.00</u>
<u>Technical Assistant</u>	<u>\$132.00</u>
<u>Clerical</u>	<u>\$151.00</u>

PAGE 22

Not Applicable

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~.2 Building Information Modeling Exhibit, if completed:~~

~~.3 Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Laura Warren, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:49:28 ET on 05/16/2025 under Order No. 2114500632 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DRAFT